



TENTATIVE A g e n d a
President and Board of Trustees
Monday, June 18, 2012
Village Hall
123 Madison Street

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

- I. Call to Order
- II. Roll Call
- III. Consideration of Motion to Adjourn to Executive Session to Discuss 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 – Special Village Board Meeting Minutes of May 31, 2012 and Regular Board Meeting Minutes of June 4, 2012**
- VII. **Non-Agenda Public Comment – *Please refer to instructions above.***
- VIII. **Proclamation – Celebrating the Ascension School Centennial Weekend June 22-24, 2012**
- IX. **Presentations - Oak Park Public Library Strategic Plan (20 min)**
Overview: The Oak Park Public Library requested time to review and discuss the Library’s Strategic Plan.
- X. **Awards – Health Department 2012 Dr. William Fitzsimmons Awards and Johnson Restaurant Awards (10 min)**
Overview: Three individuals and four local organizations were honored for their contribution to the health and well-being of Oak Parkers during [National Public Health Week](#), April 2-8, 2012. The *Fitzsimmons* Award, named for the Health Department’s medical consultant from 1976 to 1992, recognizes those local individuals and organizations who have made exceptional contributions to the health of this community in the spirit of this remarkable physician-humanitarian. In addition, the 26th annual Johnson Restaurant Award, which acknowledges sanitation excellence in Oak Park food service establishments, was presented to eleven Oak Park establishments during Public Health Week in April. The names of those establishments, who received their awards during public health week, are being announced tonight.
- XI. **Village Manager Reports**
- XII. **Village Board Committees**
Overview: This section is intended to be informational. If there are approved minutes from a recent Committee meeting of the Village Board, the minutes will be posted in this section.
- XIII. **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.
- XIV. **Citizen Commission Appointments, Reappointments, Removal, Resignation and Chair Appointments**
Overview: Names are forwarded from the Citizens Involvement Commission to the Village Clerk and then forwarded to the Village President for recommendation. If any appointments are ready prior to the meeting, the agenda will be revised to list the names.
- Community Design Commission – Lloyd Natof, Appoint as Member**
Environment and Energy Commission – Paul May, Appoint as Member
- XV. **First Reading**
- A. **First Reading of Ordinance Amending Chapter 19, Article 4 of the Village Code Entitled “Alarm Permits” (5 min)**
Overview: When the Alarm Ordinance was last adopted in 2010, a registration deadline was established as October 1st of every year, but there were no late registration penalties specified. Our experience since then has shown that as much as 40% of the alarm owners

do not comply with that deadline. This amendment adds an escalating fee increase for late registration in the hopes that it will motivate timely registration and compliance.

XVI. Regular Agenda

B. Resolution Authorizing Execution of a Contract with Houseal Lavigne Associates to Prepare an Update/Revision to Village of Oak Park Comprehensive Plan and a Motion to Appoint the Formation of a Steering Committee (20 min)

Overview: Staff conducted a Request for Proposal and interview process which led to the selected planning consultant who will support an update and revision to the Village of Oak Park's 1990 Comprehensive Plan. The Village was awarded a grant in the amount of \$200,000 in order to complete the Comprehensive Plan.. Also necessary is the development of a comprehensive plan steering committee that will help guide the planning process. A suggested make-up is included in the cover memorandum. After Village Board direction on the composition, final appointments of the actual members will occur at a subsequent meeting. The planning process will begin promptly upon contract signing.

- 1. Resolution Authorizing Execution of a Contract with Houseal Lavigne Associates in an Amount Not to Exceed the Grant Amount of \$200,000 Awarded to the Village for this Project by the U.S. Department of Housing and Urban Development**
- 2. Motion to Approve the Formation of a Steering Committee Based on the Proposed Composition and Direct Staff to Prepare the Necessary Documents**

C. Acceptance of Plan Commission's Recommendation to Deny Zoning Ordinance Text Amendments Relative to the Expansion of the Transit Related Retail Overlay District for South Marion Street (30 min)

Overview: The Village Board reviewed this Zoning Ordinance text amendment regarding the Transit Related Retail Overlay District expansion for Oak Park Avenue and Marion Street at their February 6, 2012 meeting where they approved the expansion along Oak Park Avenue but it ended in a 3-3 tie vote for the South Marion Street district expansion. This agenda item is returning for another vote as 4 votes are required to support the Plan Commission recommendation to deny the request. Five votes would be necessary to overturn the Plan Commission's recommendation.

D. Motion to Direct Staff to Prepare an Ordinance Amending the FY12 Budget to Increase the Authorized Number of Full-Time Employees to Include Deputy Village Clerk Position (15 min)

Overview: The Village Clerk is requesting approval to amend the FY12 to include an additional FTE in the Office of the Village Clerk for a Deputy Village Clerk.

XVII. Consent Agenda

E. Resolution Authorizing Execution of a Local Agency Agreement for Federal Participation for the Ridgeland Avenue and Marion Street Viaduct Enhancement Project

Overview: In 2010 the Village was awarded a grant to make enhancements to the Ridgeland and Marion viaducts. The final step in the process is to bid the project and make the improvements. The State requires approval of an agreement before they will bid and contract for the work. It is recommended to approve the agreement for this project.

F. Resolution Authorizing Execution of Professional Services Agreements with Cerniglia Company and Neri Brothers Construction, Inc. for Emergency Water and Sewer Repairs in a Combined Total Amount not to Exceed \$75,000.00 for a Time Period of June 1, 2012 through May 31, 2013

Overview: The Public Works Water & Sewer Division typically makes repairs to the water distribution and sewer collection system with in-house staff. On occasion when in-house staff is unavailable or lacks the necessary reinvestment to perform such repairs an outside contractor is needed to make the repairs. Competitive labor and equipment rates were received from two area contractors for emergency repairs. The contractor with the most favorable rates will be contacted first and if unavailable the next contractor will be contacted. The total amount for emergency repairs will not exceed \$75,000.

G. Ordinance Amending the Fiscal Year 2012 Budget Changing the Appropriation for the Department of Public Works Within the Capital Improvement Fund in the Amount of \$21,950

Overview: This item would allow for replacement of two brick crosswalks on Lake St. in Downtown Oak Park. The bricks have been in place since 1989 and are deteriorating, requiring ongoing maintenance. It is proposed to fund this work from unspent funds in the Capital Improvements Fund.

H. Resolution Authorizing Marketing Services Agreements with Grants

Overview: The Housing Programs Advisory Committee reviews applications for the Multi-Family Incentives Program to encourage reinvestment in the 4+ multi-family building and to increase the racial diversity of the tenant base. Buildings are eligible for up to a \$1,000 per unit (up to \$10,000 maximum per building) as a grant to be matched by owner funds (for either building improvements or unit improvements). HPAC recommends the following three year Marketing Services Agreements with grants:

1. MSA 1201-G - 206-14 N Austin Boulevard
2. MSA 1202-G - 232-34 N Austin Boulevard/5-9 Pleasant Street
3. MSA 1203-G - 302-04 N Austin Boulevard/2-12 Pleasant Street
4. MSA 1204-G - 450-60 N Austin Boulevard
5. MSA 1205-G - 1100-02 N Austin Boulevard/2-6 Thomas Street
6. MSA 1206-G - 326-34 S Austin Boulevard
7. MSA 1207-G - 400-04 S Austin Boulevard/7 Van Buren Street
8. MSA 1208-G - 514-16 S Austin Boulevard
9. MSA 1209-G - 312-18 Chicago Avenue
10. MSA 1210-G - 17-21 Harrison Street/906-08 S Humphrey Ave
11. MSA 1211-G - 140 Harrison Street
12. MSA 1212-G - 142-44 Harrison Street
13. MSA 1213-G - 301-11 Harrison Street/901-09 Highland Avenue
14. MSA 1214-G - 417-21 S Harvey Avenue
15. MSA 1215-G - 146-54 N Humphrey Avenue
16. MSA 1216-G - 41-47 Iowa Street/543-45 N Humphrey Avenue
17. MSA 1217-G - 125 S Kenilworth Avenue
18. MSA 1218-G - 201-11 S Kenilworth Avenue/905-11 Pleasant St
19. MSA 1219-G - 427 N Ridgeland Avenue
20. MSA 1220-G - 37-49 South Boulevard/103-11 S Humphrey Ave
21. MSA 1221-G - 417-19 South Boulevard

I. Resolution Authorizing Marketing Services Agreements with Rental Reimbursement:

Overview: The **Housing Programs Advisory Committee** reviews applications for the Multi-Family Incentives Program to encourage reinvestment in the 4+ multi-family building and to increase the racial diversity of the tenant base. Rental Reimbursement is offered to give the Oak Park Regional Housing Center additional opportunity to affirmatively market vacant apartments. HPAC recommends the following one year Marketing Services Agreements with rental reimbursement up to the amounts stated in the agreements:

1. **MSA 1222-R - 16-24 N Austin Boulevard**
2. **MSA 1223-R - 206-14 N Austin Boulevard**
3. **MSA 1224-R - 450-60 N Austin Boulevard**
4. **MSA 1225-R - 470-92 N Austin Boulevard/3-11 Ontario Street**
5. **MSA 1226-R - 1000 N Austin Boulevard/2-4 Augusta Street**
6. **MSA 1227-R - 1018-20 N Austin Boulevard**
7. **MSA 1228-R - 1022-24 N Austin Boulevard**
8. **MSA 1229-R - 326-34 S Austin Boulevard**
9. **MSA 1230-R - 336-50 S Austin Boulevard/8-12 Van Buren St**
10. **MSA 1231-R - 1118-26 S Austin Boulevard**
11. **MSA 1232-R - 146-54 N Humphrey Avenue**

J. Resolution Authorizing a Marketing Services Agreement Only:

Overview: The **Housing Programs Advisory Committee** reviews applications for the Multi-Family Incentives Program to both encourage reinvestment in the 4+ multi-family building and to increase the racial diversity of the tenant base. Marketing Services Agreements allow the owners to list vacancies with the Oak Park Regional Housing Center for affirmative marketing without cost to the owners. HPAC recommends the following one year Marketing Services Agreements:

1. **MSA 1233 229 Harrison Street**
2. **MSA 1234 124-30 Washington**
3. **MSA 1235 328 Wisconsin Avenue**

K. Resolution Authorizing a Subordination of Lien: MSA 0917-G

Overview: The grant recipient is requesting a subordination of their Multi-Family Housing Incentives Program grant mortgage to a new first mortgage. The Village remains secure in junior position on the title.

L. Motion to Accept the Transportation Commission's Recommendation to Deny Parking Restriction Changes along the Randolph Crossing Condominium Building

Overview: This is a recommendation from the Transportation Commission to deny a petition to replace the existing No Parking 8AM-10AM, One Day Per Week street maintenance restriction with a daytime Resident Permit Parking only restriction along the Randolph Crossing Condominium building located at 608-610 Randolph Street/241-245 S. East Avenue. However, staff and the Commission continue to review options for this neighborhood.

M. Motion to Accept Transportation Commission Recommendation to Approve Parking Restriction Changes Along the 1150 Block of South Scoville Avenue South of the East-West Alley

Overview: This is a recommendation from the Transportation Commission to approve a petition to extend the existing 2 Hour Monday thru Friday 9am-5pm parking restriction to a

4 Hour Monday thru Friday 9am-5pm parking restriction along the Turano Bakery property on the 1150 block of South Scoville Avenue from Roosevelt Road to the east-west alley to the north.

- N. An Ordinance Adopting Prevailing Wage Rates for Laborers, Workers and Mechanics Employed on Public Works Projects of the Village of Oak Park**
Overview: This is an ordinance the Village is required to adopt annually by law. This action adopts the current wage schedule prepared by the Department of Labor for payment of wages at the prevailing rates for all identified public works projects.
- O. Resolution Releasing Certain Executive Session Minutes**
Overview: From time to time, executive session minutes that are no longer considered confidential are released. This is the formal action.
- P. Resolution Authorizing Execution of a Contract with ComEd for the Interconnection and Net Metering of the Avenue Garage Solar Panel System**
Overview: This is a standard interconnection and net metering contract with ComEd for the 99-kilowatt solar PV panel array on the Avenue Garage. This contract specifies the conditions under which excess solar energy is fed into the ComEd grid system, and at what rate the Village of Oak Park will receive credit from ComEd for the energy provided.
- Q. Resolution Authorizing Execution of a Contract with Sikich, LLP for Accounting Services for Fiscal Year 2011 for an Amount Not to Exceed \$75,000**
Overview: In 2008, the Village bid and awarded accounting services for completion of the annual audit for fiscal years 2008-2010 with an option to renew in FY 2011 and FY 2012. This action recommends extension of the contract for FY2011 in the amount of \$65,000 and the addition of support services from Sikich in the amount of \$10,000 for a total amount not to exceed \$75,000.

XVIII. Motion to Approve the Bills in the Amount of \$484,731.58 for the Week Beginning June 4th through June 15th.

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

CELEBRATING THE ASCENSION SCHOOL CENTENNIAL WEEKEND

JUNE 22 – 24, 2012

WHEREAS, on the first Sunday of September, 1912, Mother Raphael Armstrong and four Ursuline nuns founded Ascension School in Oak Park, first opening its doors to 240 students, and

WHEREAS, in the 100 years since its founding, Ascension School has educated thousands of residents and has become a fixture of South Oak Park, and

WHEREAS, on June 22-24, 2012, the Ascension School community celebrates its Centennial Weekend, kicking off a year-long celebration of the history and tradition of Ascension School, with a golf outing, a 5K Run/Walk, an all-class reunion, and a block party, and

WHEREAS, Ascension School's Centennial Weekend is open to the entire community, celebrating Ascension School's role as a foundation and cornerstone of the entire neighborhood.

NOW THEREFORE, I, David G. Pope, President of the Village of Oak Park and the Board of Trustees, do hereby acknowledge the Ascension School Centennial and congratulate the Ascension School community for 100 years of faith in education.

DATED this 18th day June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

PRESENTATION

Oak Park Public Library – Strategic Plan discussion June, 2012

The Oak Park Public Library has begun the process of updating our 2008 – 2012 strategic plan. The Board of Trustees is seeking input from Oak Park educational, cultural, civic and business groups about the future direction of the Library. We are particularly interested in discussing the following questions:

What are the Village Board's goals for the future – short term, mid, long term?
What are the challenges?
What goals/challenges do you see for Oak Park in general?
How can OPPL help you achieve your goals and overcome challenges?

Some examples of services we already provide to spark the conversation and thinking:

Early literacy: we provide children's books and media, story hours, computer games, technology and games, play-based learning stations, resources for new parents, outreach to daycare providers.

Summer reading: Our summer programs keep kids reading throughout the summer so that their reading skills don't regress.

Homework and curriculum support: we provide online tools, trained librarians, circulating materials for students of all ages, study rooms, adaptive technologies, educational software, class field trips, and Reading Olympics.

Economic development: The Library provides resources and services for local businesses, job seekers, and small business startups. We offer job search assistance including resume and cover letter writing. We offer free access to the Internet at all of our locations. We teach classes on a variety of technologies including the Microsoft Office Suite; many of our users come to the library because they are unemployed or underemployed – we help them find jobs and improve their skills to find better jobs. We offer a teen volunteer program and internship opportunities.

Lifelong learning : adults use the library heavily, whether it's to find out how to build a deck, update their professional skills through our materials or classes, learn a language or pursue a hobby. We connect people with technology through petting zoos and staff guidance in using e readers and finding e content.

Cultural center for Oak Park: we provide programs such as author lectures, art exhibits, book discussions, public meetings, and a collection of original art. We offer early childhood dance and movement programs and an art gallery for kids, school's out performers, teen improv and Reader's Theater, storytimes, and creative arts programs and now the Idea Box. We preserve Oak Park's culture through our local history collections.

Digital inclusion: we are working on a Digital Inclusion initiative that we have also discussed with the Council of Governments. Our vision: Oak Park is a digitally inclusive community where all residents have the technology tools, skills and access they need to be successful in life and work in the 21st century.

AWARDS

TO: Cara Pavlicek, Village Manager
FROM: Margaret Provost-Fyfe, Health Director
SUBJECT: 2012 Dr. William Fitzsimmons Awards and Johnson Restaurant Awards
DATE: June 18, 2012

Three individuals and four local organizations were honored for their contribution to the health and well-being of Oak Parkers during National Public Health Week, April 2-8. This year, the *Dr. William Fitzsimmons Award for Excellence in Public Health* is being presented to seven honorees nominated by the community. The *Fitzsimmons Award*, named for the Health Department's medical consultant from 1976 to 1992, recognizes those local individuals and organizations who have made exceptional contributions to the health of this community in the spirit of this remarkable physician-humanitarian. The recipients of the *Dr. William Fitzsimmons Award for Excellence in Public Health* have been invited to accept their awards at the Village Board meeting tonight. The seven 2012 honorees are:

- *Southeast Oak Park Community Organization (SEOPCO)*, for their effort to bring together residents and a local firearms business owner, in a thoughtful and organized way, in order to engage in a fair and useful exchange of information.
- *Root Riot*, started by Amy Beltamacchi and Seamus Ford, which filled a community desire for growing fruits and vegetables a promoting a healthy lifestyle through gardening.
- *District 97 Green Teams*, a group of parents and volunteers who have undertaken several sustainability initiatives in the schools including zero-waste lunches and encouraging composting, recycling and the use of reusable products.
- *Green Community Connections*, a group of dedicated volunteers who have established an electronic gathering place for stimulating conversations, for exchange of useful resources, and where neighbors can help each other build a resilient, environmentally sustainable community.
- *Ray Heise, Village Attorney from 1984-2012*, for his efforts and advocacy on numerous public health issues during his tenure, including gun control, clean indoor air, fair and safe housing practices and the establishment of the Oak Park Farmers Market.
- *Elisabeth Lippitt and Jill Morehead, Pioneering Healthier Communities, Community Coach and YMCA Coach*, respectively, for their tireless work, their enthusiasm and their passion for the PHC goal of creating a community that supports physical activity and healthy eating.

In addition, the 26th annual Johnson Restaurant Award, which acknowledges sanitation excellence in Oak Park food service establishments, was presented to eleven Oak Park establishments during Public Health Week in April. The *Johnson Award* was named after the first restaurant in Oak Park, which began operation at 124 Lake Street in the early 1890's. The Johnson's Restaurant Award is part of the Health Department's ongoing incentive program to encourage food service establishments to consistently meet or exceed mandated responsibilities in providing safe food. The names of those establishments, who received their awards during public health week, are being announced tonight. The eleven establishments are:

Ridgeland Commons Concessions, Park District of Oak Park

Five Guys Burger and Fries, 1115 Lake Street

Kentucky Fried Chicken, 316 Madison Street

Java Oasis, 1113 North Boulevard

New Rebozo, 1116 Madison Street

Marion Street Grille, 189 Marion Street

Jerusalem Café, 1030 Lake Street

Best of Both Worlds, 108 Madison Street

Penny's Noodle Shop, 1130 Chicago Avenue

Rehm Park Concessions, Robinsons No. 1 Ribs

Caribou Coffee #768

**Citizen Boards and Commissions
Vacancies**

UPDATED: 6/8/2012

Committee Name	Total Members	Number of Vacancies	Expired but Serving*	Total # Needed
BUILDING CODES ADVISORY COMMISSION	9	2	0	2
CITIZEN INVOLVEMENT COMMISSION	9	0	0	0
CIVIC INFORMATION SYSTEMS COMMISSION	7	0	0	0
COMMUNITY DEVELOPMENT CITIZENS ADVISORY COMMITTEE	9	1	0	1
COMMUNITY RELATIONS COMMISSION	9	1	0	1
CITIZEN POLICE OVERSIGHT COMMITTEE	7	0	1	1
COMMUNITY DESIGN COMMISSION	13	2	0	2
DISABILITY ACCESS COMMISSION	7	1	0	1
ENVIRONMENT & ENERGY COMMISSION	9	1	0	1
FARMERS MARKET COMMISSION	11	2	0	2
FIRE AND POLICE COMMISSION	3	0	0	0
HEALTH, BOARD OF	7	0	0	0
HISTORIC PRESERVATION COMMISSION	11	0	0	0
HOUSING PROGRAMS ADVISORY COMMITTEE	7	0	0	0
LIQUOR CONTROL REVIEW BOARD	5	0	0	0
PLAN COMMISSION	9	0	0	0
PUBLIC ART ADVISORY COMMISSION	11	1	0	1
TRANSPORTATION COMMISSION	7	0	0	0
ZONING BOARD OF APPEALS	7	2	0	2
TOTAL	157	13	1	14

Bolded CBACs need members

CHAIR EXPIRATION DATE

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

APPOINTMENTS

18 JUNE 2012

Community Design Commission

Appoint as Member:

Lloyd Natof
6108 Roosevelt
312-666-6739

Term expires 6-18-15

Environment and Energy Commission

Appoint as Member:

Paul May
535 S. Euclid
708-386-9882

Term expires 6-18-15

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

A

Item Title: First Reading of Ordinance Amending Chapter 19, Article 4 of the Village Code Entitled "Alarm Permits".

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review: Tom Ebsen, Fire Chief _____

Village Manager's Office: _____

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

The current alarm ordinance was adopted in the summer of 2010 to coincide with new tracking software to administer the permitting, and to enforce the false alarm provisions for excessive false alarms. By ordinance, the annual permits were set to be renewed every September with a due date of October 1. There were no penalties specified for failure to renew the permits by October 1. The new software has now made available data on exactly how many alarm users have not renewed in a timely manner, and since there are no penalties for late payments, it is a sizeable figure.

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

The annual alarm permits are \$25 for residential systems and \$50 for commercial. Since these are not excessive fees for registering an alarm system for an entire year, we believe the large number of non-compliance may be due to a lack of penalty for not renewing. We are proposing an escalating scale for permits one month late, and for more than two months late. Hopefully this will motivate alarm users to renew by October 1 and our alarm database will be more complete and up to date. The proposed permit fee schedule will be:

September 1 - October 1	\$25/50
October 1 - November 30	\$50/100
After December 1	\$100/200

We recommend adoption of this amendment.

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

Not applicable.

Proposed Action: This is a first reading of the Ordinance.

ORDINANCE AMENDING CHAPTER 19, ARTICLE 4 OF THE VILLAGE CODE RELATING TO "ALARM PERMITS"

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, acting pursuant to its Home Rule powers as set forth in Article VII Section 6 of the Illinois Constitution (1970), as follows:

SECTION ONE: That Chapter 19, Article 4 of the Village Code entitled "Alarm Permits" is hereby amended to read as follows:

19-4-4: ALARM PERMITS:

- A. Every alarm user in the Village shall apply to the Licensing Division of the Village for an alarm user permit for each system used. Applicants already employing an alarm system on the effective date of this Article shall submit an application for a permit no later than sixty (60) days from the effective date of this Article; otherwise, use of an alarm system is prohibited until a permit is secured.
- B. Application for an annual alarm user's permit shall be accompanied by a permit fee of twenty-five dollars (\$25.00) for each application on behalf of a residential user, and fifty dollars (\$50.00) for each application on behalf of a nonresidential user. The alarm user's permit application shall include:
 1. The name, address, telephone number(s) and email contact of the protected business, home, or other protected place.
 2. The names, addresses, telephone numbers and email contacts of at least three (3) responsible employees (or other persons for a residential location) who can be contacted by the Oak Park Communications Center in the event of break-in, fire, other emergency or system malfunction. Persons named shall not reside in the alarmed premises.
 3. The type of alarm to be installed: local, dialer or direct.

4. The purpose of the alarm, which, for example, may be single purpose burglar, fire, or dual purpose fire and burglar, holdup and burglar, or medic alert.
 5. The method of protection interior and exterior, which, for example, may be foil tape, vibration sensor, ultrasonic, infrared, or panic switch.
 6. The name, address and telephone number of the installation and service company responsible for the alarm system.
- C. Application for the renewal of alarm user permits shall be made every year within thirty (30) days immediately preceding the first day of October. Permits issued on June 1, ~~2009~~2012, shall be valid until October 1, ~~2010~~2012.
- D. Applications will be reviewed by the Emergency Alarm Administrator who shall approve the issuance of the permit upon determining that the applicant has fulfilled the requirements of this Article.
- E. Alarm permits are subject to revocation for reasons outlined in subsection 19-4-5D of this Article.
- F. **The following penalties shall apply for applications that are submitted late:**

	<u>Residential</u>	<u>Commercial</u>
<u>September 1 – October 1</u>	<u>\$ 25.00</u>	<u>\$ 50.00</u>
<u>October 1 – November 30</u>	<u>\$ 50.00</u>	<u>\$100.00</u>
<u>After December 1</u>	<u>\$100.00</u>	<u>\$200.00</u>

SECTION TWO: This Ordinance shall be in full force and effect and after its passage, approval and publication pursuant to law.

ADOPTED this ____ day of June 2012, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this _____ day of June 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

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

Teresa Powell
Village Clerk

- b) The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the "sponsor" of the information collection.

12. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) (Transparency Act)

Applicants receiving an award from HUD should be aware of the requirements of the Transparency Act. The Transparency Act requires the establishment of a central website that makes information available to the public regarding entities receiving federal financial assistance, by not later than January 1, 2008. In fulfillment of the requirements of the Act, OMB launched <http://www.USAspending.gov> in December 2007. The website makes information available to the public on the direct awards made by the federal government. The Transparency Act also requires, beginning not later than January 2009, that data on subawards be made available on the same website.

In anticipation of the implementation of this requirement, HUD is placing awardees of its FY2010 competitive funding on notice of these requirements and that, once implemented, grantees will be required to report their subaward data to HUD or a central federal database. The only exceptions to this requirement under the Transparency Act are:

- 1) Federal transactions below \$25,000;
- 2) Credit card transactions prior to October 1, 2008;
- 3) Awards to entities that demonstrate to the Director of OMB that the gross income of such entity from all sources did not exceed \$300,000 in the previous tax year of such entity; and
- 4) Awards to individuals. Guidance for receiving an exception under item (3) above has not been finalized by OMB.

HUD is responsible for placing award information for direct grantees on the government website. The reporting of subaward data is the responsibility of the grantee. Grantees should be aware that the law requires the information provided on the federal website to include the following elements related to all subaward transactions, except as noted above:

- 1) The name of the entity receiving the award;
- 2) The amount of the award;
- 3) Information on the award, including the transaction type, funding agency, the North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- 4) The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country;

- 5) A unique identifier of the entity receiving the award and of the parent entity of the recipient (the DUNS number), should the entity be owned by another entity; and
- 6) Any other relevant information specified by OMB.

13. Conduct of Work

During the effective period of this grant, the GTR and/or the GTM identified in Block 9 of the HUD-1044 shall be responsible for monitoring the technical effort of the Grantee, unless the Grantee is notified in writing by the Grant Officer of a replacement.

Only the Grant Officer has the authority to authorize deviations from this grant, including deviations from the Work Plan. In the event the Grantee does deviate without written approval of the Grant Officer, such deviation shall be at the risk of, and any costs related thereto shall be borne by, the Grantee.

14. Confidentiality

The service provider (e.g., the Grantee and any subgrantees, subcontractors or vendors) must maintain confidential files on individual program beneficiaries served. Recipient staff must keep paper files in a locked filing cabinet and protect all electronic files related to individual beneficiaries with a personal password.

The service providers shall maintain primary access to individual beneficiary files. Other project management staff may have access to these files only if they contain a "release of information" consent form signed by the individual beneficiary. A release of information form must clearly indicate which parties may have access to an individual beneficiary's file. Such parties might include the management staff and HUD staff. Recipient staff must only share individual beneficiary files with those parties listed on the signed form. If an individual beneficiary has not signed the consent form the parties listed may not read that individual beneficiary's file.

These categories serve as guidelines to recipient staff and management staff. The recipient must determine if the individual beneficiary's confidential information will significantly affect the safety and security of that individual or the recipient organization itself.

15. Contact Information Updates

The Grantee shall inform the Grant Officer and GTR of any changes in contact information, including the organization's name, address, telephone, e-mail, and key personnel.

16. Copyrights

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this

grant; and (b) any rights of copyright to which a Grantee or sub-grantee or a contractor purchases ownership with award funds.

17. Default and Disputes

The Grantee is in default if one or more of the following occurs:

1. Any use of award agreement funds for a purpose other than as authorized by this Agreement;
2. Any material noncompliance with Federal, State, or local laws or regulations as determined by HUD;
3. Any other material breach of this award agreement, or
4. Any misrepresentation in the application submissions which, if known to HUD, would have resulted in this award not being provided.
5. Failure to meet any reporting requirement.

If HUD determines preliminarily that the recipient is in default as described in items 1-5, above, HUD will give the recipient notice of this determination and the corrective or remedial action proposed by HUD. The recipient shall have an opportunity to demonstrate, within the time prescribed by HUD (not to exceed 30 days from the date of the notice), and on the basis of facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate, before HUD implements the corrective or remedial action.

Where HUD determines that corrective or remedial actions by the recipient have not been undertaken as instructed, or will not be effective to correct the default and to prevent further default, HUD may take the following additional corrective and remedial actions under this award agreement:

1. Reduce the award in the amount affected by the default.
2. Take action against the recipient under 24 CFR Part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards.
3. Demand repayment of all award amounts.
4. Initiate litigation or other legal proceedings designed to require compliance with the statute, regulations, any terms or conditions of this award agreement, or other pertinent authorities.
5. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee.
6. Withhold further payments.
7. Take any other remedial action legally available.

During performance of the grant, disagreements may arise between the Grantee and the Grant Officer on various issues. If a dispute concerning a question of fact arises, the Grant Officer shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the Grantee. The Grantee may appeal the decision in writing within thirty (30) days to the Deputy Secretary of HUD, or his or her designated representative,

the Director, Office of Sustainable Housing and Communities.

Failure to comply with the requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions, may result in HUD taking action to limit access to program funds. Actions by HUD may include, but are not limited to: requiring that reports and financial statements be submitted to the Grant Officer/GTR for approval before drawing down any funds; removing the Grantee from the eLOCCS; suspending the ability to incur costs or draw funds; and/or suspending or terminating the Grant for non-performance.

HUD may, on reasonable notice to the Grantee, temporarily suspend the award and withhold further payments pending corrective action by the Grantee. The award may be terminated in whole or in part before the end of the performance period for cause when the Grantee has failed to comply with the terms, conditions, standards, or provisions of this award. The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

18. Deliverable Products

During the performance period, the recipient is required to submit to the GTR Official Work Products. These include but are not limited to progress reports; financial reports, closeout documentation; products specified in the Work Plans, such as reports for HUD and the public on activities conducted and results achieved, etc. Failure to submit required documents on time may cause the Grant Officer to take action to suspend or terminate the award.

19. Equipment

When acquiring equipment, the Grantee shall comply with the requirements set forth in 24 CFR 84.34 or 24 CFR 85.32, whichever is applicable, OMB Circular A-87 (2 CFR Part 225), and OMB Circular A-122 (2 CFR Part 230).

20. Estimated Cost and Payment - Line Of Credit Control System (LOCCS/eLOCCS)

The Grantee shall be reimbursed for costs incurred in the performance of work under this grant in an amount not-to-exceed "Total HUD Amount" in Block 14 of the HUD 1044. In the event the Grantee incurs cost in excess of this amount, the excess shall be borne entirely by the Grantee.

Incurred costs shall be reimbursed through HUD's Line of Credit Control System (LOCCS) using the eLOCCS web based system. Each day LOCCS generates a payment tape for the Department of the Treasury, which disburses the payments via the Automated Clearinghouse (ACH) Payment System and a Voucher and Schedule of Payments. All payments are certified by HUD and forwarded to Treasury for processing.

Before receiving funds from the eLOCCS, the Grantee must designate a financial institution for HUD to make direct deposit payments through the ACH system. In the event the Grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer 30 days prior to the date such change is to become effective.

To have access to LOCCS and the eLOCCS, the Grantee shall obtain a Security ID and Password from HUD's LOCCS Security Officer, using the form HUD-27054, LOCCS Voice Response /eLOCCS Access Authorization Form.

The Grantee shall submit the original vouchers for work performed to the GTR identified in Block 9 of the form HUD-1044. The voucher shall be supported by a detailed breakdown of the cost(s) claimed (Grantees are to use the Part 3 Financial Reporting Attachment included in Policy Guidance 2001-03). In order to assure proper payment, it is important that the voucher is in accordance with the payment amount requested through the eLOCCS. Payment requires the Grantee to go to eLOCCS and provide the Security ID number and requested information. Detailed instructions for using the LOCCS/eLOCCS were provided in HUD's Transmittal Letter for your award.

Funds advanced to the Grantee shall be maintained in an interest bearing account. Any interest earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD.

All check remittances should be sent to the new Miscellaneous Lockbox as follows:

Bank of America
DHUD P.O. Box 277303
Atlanta, GA 30384-7303

If the Grantee is a State, local government or Indian Tribe, the Grantee may retain up to \$100.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 85.21).

If the Grantee is a University, non-profit or for profit organization, the Grantee may retain up to \$250.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 84.22).

State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA), as it pertains to interest.

Other funds due to HUD after the end date of the grant or close-out, as a result of internal audit or other reasons, will be returned to the GTR identified in Block 9 of the form HUD-1044 of this grant.

Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, or fail to provide any

required progress report in a timely manner, the authorization for advance payments may be revoked. The Grantee may then be required to finance the project with its own working capital and payment to the Grantee may be made by Treasury check to reimburse it for actual cash disbursements that are approved by the GTR.

21. Environmental Review

This Environmental Review section applies to grantees that will conduct site control or land acquisition (Category 2- Detailed Execution Plans and Programs), as described in the NOFA.

Activities that involve site control or acquisition are subject to HUD environmental review under 24 CFR Part 50. For projects involving these activities, HUD's notification of award constituted only a preliminary approval by HUD subject to the completion of an environmental review of the proposed site(s). Selection for participation and the execution of this Agreement do not constitute approval of the proposed site(s). Each proposal involving site control or acquisition is subject to a HUD environmental review, and the Grantee's proposal may be modified or the proposed sites rejected as a result of that review.

The Grantee shall not acquire, rehabilitate, demolish, convert, lease, repair, or construct property, nor commit or expend HUD or local funds for these program activities with respect to any eligible property, until HUD approval of the property is received. An option agreement on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is subject to a determination by HUD on the desirability of the property for the project as a result of the completion of the HUD environmental review and the cost of the option is a nominal portion of the purchase price.

The Grantee shall assist HUD in complying with 24 CFR Part 50; shall supply HUD with all available, relevant information necessary for HUD to perform an environmental review for each property, as requested by HUD; and, shall carry out mitigating measures required by HUD or select alternate eligible property if required by HUD..

22. Fair Housing and Civil Rights Laws

- a) The Grantee represents, warrants, and certifies to HUD that it shall comply with all applicable Federal statutes, regulations, and requirements relating to non-discrimination and equal opportunity identified in HUD's regulations at 24 CFR § 5.105(a), and assure such compliance of any of its sub-grantees under this Agreement, including the following:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-4) and implementing regulations at 24 CFR part 1, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;

2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681:1683, 1685:1688) and implementing regulations at 24 CFR part 3, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance;
 3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development;
 4. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) and implementing regulations at 28 CFR part 35;
 5. The Fair Housing Act (42 U.S.C. §§ 3601-19) and implementing regulations at 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act;
 6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063; and
 7. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) and implementing regulations at 24 CFR part 146, Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
- b) The Grantee represents, warrants, and certifies to HUD that it shall administer its grant in a manner that affirmatively furthers fair housing and that, at a minimum, it shall carry out all actions to affirmatively further fair housing as proposed in its application for financial assistance under the Sustainale Communities Initiative Grant Programs.
- c) The Grantee represents, warrants, and certifies to HUD that it shall ensure that employment, contracting, and other economic opportunities generated by the Sustainale Communities Initiative Grant Programs shall, to the greatest extent feasible, be directed to low- and very low-income persons pursuant to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135.
- d) Grantees are required to cooperate and assist HUD in its nondiscrimination and equal opportunity compliance activities and are required to maintain and submit racial, ethnic, disability, and other demographic data pursuant to HUD's nondiscrimination and equal opportunity regulations including those at 24 CFR §§ 1.6, 8.55, 107.30, and 121.2.

23. Flow Down Provisions

If the Grantee contracts or subawards funds under this agreement with a person or entity to perform work under this award, the Grantee shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors and subgrantees comply with the requirements of the grant and reporting provisions as set forth in these terms and conditions or as established by HUD and the Office of Management and Budget (OMB)

The Terms and Conditions of this agreement flow down to all tiers of subgrantees. First tier subgrantees are required to obtain a DUNS numbers (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; www.ccr.gov) no later than 120 days after execution of this agreement.

24. HUD's Right to Audit and Disallow and Recover Funds

The government reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this agreement based upon HUD review, the final audit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency has already conducted one.

25. HUD's SUBSTANTIAL INVOLVEMENT

HUD's Office of Sustainable Housing and Communities will work in partnership with its grantees to advance the program objectives of the grant program. The Cooperative Agreement allows for substantial involvement of HUD staff to enhance the performance of the grantee in the completion of their deliverables.

Anticipated substantial involvement by HUD staff may include, but will not be limited to:
Studies and Reports

- Review potential amendment recommendations to the study design and/or Workplan.
- Review and provide recommendations in response to bi-annual progress reports (e.g., amendments to study design based on preliminary results).
- Review and provide recommendations on the final report/study, including final interpretation of study results.

Approvals and Reviews

- Authority to halt activity if specifications or work statements are not met;
- Review and approval of one stage of work before another can begin;
- Review and approval of substantive provisions of proposed sub-grants or contracts beyond existing Federal policy;
- Approval of workplan adjustments based on changing conditions and needs documented in the cohort targeted for capacity building.
- Review and approval of key personnel

Participation and Monitoring

- Monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with other projects;
- HUD and recipient collaboration or joint participation;
- Implementing HUD requirements which limit recipient discretion;
- Coordination of complementary activities from respective capacity building intermediaries, including determining if workplans require adjustments based on changing conditions;
- Where appropriate substantial, direct HUD operational involvement or participation during the assisted activity.

26. Incurrence of Costs

The Grantee is allowed to incur costs for activities beginning the effective date of the award as stated on the HUD-1044 under period of performance. Any costs incurred before the date are not allowable unless specifically authorized in writing by the Grant Officer or GTR.

At a minimum, grantees are required to drawdown funds on a quarterly basis. An e-LOCCS Request Voucher for Grant Payment (HUD form 27053) must be used to be reimbursed for award funds. Any funds requested by the Grantee shall be requested in accordance with the clause entitled, "Estimated Cost and Payment - Line of Credit Control System (LOCCS)."

27. Indirect Costs

For grantees without a federally approved indirect cost rate, a provisional indirect cost rate, pending establishment of a final rate, will be applied to this grant. Reimbursement will be made on the basis of the provisional rate. By accepting this agreement, the Grantee agrees to bill at the provisional indirect cost rate until an approved indirect rate agreement becomes effective. Adjustments will be made from the provisional rate to the final rate. However, such adjustments must be within the total amount of the award as stated in Block #15 of the HUD-1044.

28. Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR. The GTR may receive recommendations from assigned GTMs.

29. Inspector General Referrals

The Grantee or any subgrantee, subcontractor or other sub-recipient awarded funds shall promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

30. Limitation on Consultant Payments

Per the requirements of the NOFA, federal funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant, whether retained by the federal Government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate. See the Office of Personnel Management Website, www.opm.gov, and its Salaries and Wages link for the current base rate, which may be lower than the local rate.

31. Limitation on Payments to Influence Certain Federal Transactions

Section 1352 of Title 31 of the U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

32. Lobbying Activities Prohibition

The Grantee is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87 and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

33. Management and Work Plan

The management and work plan, deliverables and budget revisions shall comply with the requirements established by the NOFA. The Grantee shall complete and submit a detailed management and work plan within 60 days after the effective date of the grant; this plan is subject to review and approval by HUD. The revisions to the general plan submitted in the proposal shall include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions that will be provided by the GTR.

The management and work plan consist of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary).

34. Monitoring

The responsible Departmental official, GTR, or designee may review and monitor the practices of the Grantee to determine whether it is in compliance with this Agreement or other requirements that arise as a result of the Grant Award. The GTR will also provide performance monitoring by tracking Grantee's progress in meeting the goals and objectives of the program.

35. Order of Precedence

In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

- a) HUD 1044 Cooperative Agreement
- b) NOFA
- c) Management and Work Plan.
- d) Uniform Administrative Requirements.
- e) Grantee's Proposal (if incorporated)

36. Patent Rights (Small Business Firms And Nonprofit Organizations)

Patent rights are as specified in 37 CFR Part 401, entitled "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements." Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grant Officer
Office of Sustainable Housing and Communities
U.S. Department of Housing and Urban Development
451 Seventh Street SW, Room 10180
Washington, DC 20410-3000

37. Period of Performance and Extensions and Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

a) The Grantee shall provide all services stipulated in this cooperative agreement for the period of months specified in the form HUD 1044, "Assistance Award/Amendment," or its Continuation Sheet, from the effective date stipulated in Block #5 of the HUD 1044. Grantees are to comply with the requirements of 24 CFR 84.28 or 24 CFR 85.23 (Period of availability of funds), as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated within the period of performance.

b) The Grantee shall not incur costs or obligate federal funds for any purpose pertaining to the operation of the project or program, 30 days prior to the end of the period of performance. The only costs which are authorized during the last 30 days of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grant Officer.

The Office of Sustainable Housing and Communities has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding is at the sole discretion of that Office.

38. Personnel

The personnel, specified as key personnel in the original or amended HUD form 2010 (Rating Factor Form), Factor 1, Capacity of the Applicant and Relevant Organizational Experience, are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other work, the Grantee shall notify the Grant Officer and GTR reasonably in advance in writing and shall submit justification (including proposed substitutions (with the qualifications and experience of the substitute personnel)) in sufficient detail to permit evaluation of the impact on the work effort. No diversion shall be made by the Grantee without the written consent of the Grant Officer.

39. Profit/Fee

No increment above cost, fee, or profit may be paid to the Grantee or any subgrantee under this award.

40. Program Income

Any program income derived as a result of this award shall be added to funds committed under the award to further activities eligible for assistance under this agreement. If not contained in the Work Plan or under Special Conditions itemized in these provisions, prior to using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income. Program income received after the period of performance must be used to further the objectives of the applicable grant program for which this grant is awarded in accordance with 24 CFR 84.24 or 85.25, as applicable.

41. Prohibited Use of Funds

You may not use funds for the following ineligible activities:

- (a) Ineligible administrative activities under OMB Circular A-102 (24 CFR Part 85), Grants and Cooperative Agreements with States and Local Governments; OMB Circular A-110 (2 CFR Part 215) Uniform Administrative Requirements for Grants and Cooperative Agreement with Institutions of Higher Education, Hospitals and other Non-Profit Organizations;
- (b) Ineligible costs under OMB Circular A-87 (2 CFR Part 225), Cost Principles for State and Local and Indian Tribal Governments; and OMB Circular A-122 (2 CFR Part 230), Cost Principles for Non-Profit Organizations;
- (c) Developing plans that would assist business or industry to relocate to an area to the detriment of communities where the business or industry is currently located. This funding restriction does not apply to businesses that are displaced as a result of Category 2 projects. The requirements of the Uniform Relocation Assistance and Real

Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) (codified at 49 CFR Part 24) cover any person who moves permanently from real property or moves personal property from real property as a result of direct acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance (See the General Section).

- (d) Substitution of Sustainable Communities funds for funding already pledged to support community development; housing; watershed, air and water quality; transportation planning; food production and distribution planning; and other planning activities eligible under the sustainable communities planning program.

42. Publications and News Releases and Social Media

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine.

All interim and final reports and any other specified deliverables shall be owned by the government and held for the benefit of the public which shall include Grantee and Grantee's sub-recipients.

Interim and final reports (including, if applicable, scientific manuscripts) may not be published by the Grantee or any sub-recipients participating in the work for a period of sixty days after acceptance of the deliverables by the GTR.

All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the Grantee or other participants in the work shall contain the following acknowledgment and disclaimer:

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the Grantee or its staff, or any sub-grantee or other person or organization participating in the work of the award, shall, be provided to the GTR for review and comment before the planned release. Whenever possible, these should be provided to the GTR for review and comment at least two weeks before the planned release, but in no event simultaneously with the release.

The use of Social Media, such as web feeds, wikis, blogs, photo and video-sharing, podcasts, and microblogs is acceptable under OSHC grant programs. Information to be released

through Social Media must be provided to the GTR for review and comment at least 2 business days before the planned release.

43. Reporting

a) Deliverables

The Grantee shall include a schedule listing all significant project milestones, and dates for submission of all project deliverables including biannual project reports, interim reports where appropriate, the final report, and financial reports utilizing Standard Form 425, the Federal Financial Report. Upon approval of the Work Plan, the Grantee should ensure all deliverables identified in the Work Plan are delivered on time.

b) Bi-Annual Progress Reports

A template to be used in the preparation of each biannual report will be provided by HUD after grant award. Bi-annual reports must reflect activities undertaken, obstacles encountered and solutions achieved, and accomplishments. Contracts, training materials and protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information are to be submitted with the biannual reports as attachments.

Grantees shall submit reports as specified in this clause. The reports submitted to HUD require the submission of a work plan with specific, time phased, and realistic goals, objectives established. Bi-annual status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives are to be submitted.

Grantees are advised that failure to submit timely biannual progress reports will result in not having their "eLOCCS Request Voucher for Grant Payment" processed and also may result in a low performance rating, which could result in grant termination. Reports are due 30 days after the reporting period.

c) Required Reports

- Grantees are required to submit biannual progress reports. Reporting requirements are specified in the Notice of Funding Availability and these Terms and Conditions. In case of conflict, the more-stringent provisions apply.
- Economic Opportunities for Low- and Very Low-Income Persons (Section 3). The HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted by January 10th, and yearly thereafter.
- Federal Financial Report (Standard Form 425)

d) Final Report

A final report shall be submitted. The final report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy, but should be of a quality and detail to provide freestanding description to any outside reader of all of the applicant's work and achievement under the grant. See clause entitled "Closeout" for the specific elements to be included with your final report. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR.

44. Reproduction of Reports

BRANCH PROCUREMENT OF CERTAIN KINDS OF PRINTING; "PRINTING" DEFINED

Pub. L. 102-392, title II, Sec. 207(a), Oct. 6, 1992, 106 Stat. 1719, as amended by Pub. L. 103-283, title II, Sec. 207, July 22, 1994, 108 Stat. 1440; Pub. L. 104-201, div. A, title XI, Sec. 1112(e)(1), Sept. 23, 1996, 110 Stat. 2683, provided that:

- 1) None of the funds appropriated for any fiscal year may be obligated or expended by any entity of the executive branch for the procurement of any printing related to the production of Government publications (including printed forms), unless such procurement is by or through the Government Printing Office.
- 2) Paragraph (1) does not apply to (A) individual printing orders costing not more than \$1,000, if the work is not of a continuing or repetitive nature, and, as certified by the Public Printer, if the work is included in a class of work which cannot be provided more economically through the Government Printing Office, (B) printing for the Central Intelligence Agency, the Defense Intelligence Agency, National Imagery and Mapping Agency, or the National Security Agency, or (C) printing from other sources that is specifically authorized by law.

As used in this section, the term "printing" includes the processes of composition, platemaking, presswork, duplicating, silkscreen processes, binding, microform, and the end items of such processes.

45. Review of Deliverables

- a) Definition - For the purpose of this clause, "Deliverables" include:
 - 1) All interim and final reports;
 - 2) Survey instruments required by Work Plan, if applicable;
 - 3) Other physical materials and products produced directly under the Work Plan of this grant, if applicable; and
 - 4) In-kind and leverage commitments, if applicable.
- b) General

- 1) The GTR shall have the sole responsibility for HUD review, correction, and acceptance of the deliverables of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee.
- 2) The Grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR.
- 3) The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant.
- 4) The GTR's review, correction, and acceptance of deliverables shall be limited to: (i) corrections of omissions or errors of fact, methodology, or analysis; ii) deletion of irrelevant materials; and (iii) improvements in style readability.
- 5) In the review and acceptance of deliverables, the GTR may not require any change in the Grantee's stated views, opinions, or conclusions.
- 6) Should there be any disagreement between the Grantee and the GTR as to any correction, or the methodology or analysis on which any conclusion is based, the GTR may require the Grantee to insert a Government dissent(s) in the appropriate place(s). The inclusion of such dissent(s) in an Official Product of Work, otherwise found acceptable by GTR, and the return to the GTR of a revised copy containing the dissent(s), shall satisfy the requirements for acceptance of the Official Product of Work under this clause. Such dissent(s) shall not apply to any independent publication by the Grantee of Independent Products that may arise from the work or findings of this grant.

46. Scope of Services

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the original/revised application under the this NOFA, as well as the subsequent Management and Work Plan schedule.

47. Section 508 Compliance

Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures at www.hud.gov/assist/webpolicies.cfm.

48. Single Audit Transparency Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.

a) Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 (24 CFR Part 85) Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of funds.

b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133 (2 CFR Part 180).

c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of funds.

d) Recipients agree to require their sub-recipients to include on their SEFA. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

49. Special Conditions

Special Conditions to this award are listed in the form HUD-1044 Continuation Sheets.

50. Sub-recipient Monitoring and Management

Recipients will be responsible for the monitoring and management of all sub-recipient awards. Management and reporting requirements applied to direct recipients tier-down to employees, affiliates, sub-recipients, and subcontractors, and recipients will be responsible for ensuring compliance and submitting required reports to HUD. Recipients may incorporate all sub-recipient reporting into a consolidated report with the exception of the requirements established for compliance with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) also known as FFATA or the Transparency Act.

51. Whistleblower Protection

Each grantee or sub-grantee awarded funds made available shall promptly refer to the HUD Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Complaints can be made to the HUD Office of Inspector General through any of the following means:

Calling toll-free at 1-800-347-3735; persons who have hearing or speech disabilities may reach this number from the Federal Relay Service, at 1-800-877-8339.

Faxing at (202) 708-4829

E-mailing to hotline@hudoig.gov

Writing to HUD OIG Hotline (GFI), 451 7th Street, SW, Washington, DC 20410

Preliminary Scope of Work

The scope of work presented in this section is preliminary and is intended to provide an indication of tasks anticipated as part of the Oak Park Comprehensive Plan. Although not identified as individual tasks, it is anticipated that the Consultant Team would meet at least once a month with Village staff and the Steering Committee throughout the duration of the planning process. Key meetings are identified below because of their relevance to a particular milestone in the process.

Step 1: Project Initiation

To “kick-off” the planning process on the right foot, meetings with key Village staff and the Comprehensive Plan Steering Committee are needed prior to undertaking other community outreach activities. After the “kick-off” to the planning process, our proposed outreach activities will help foster a stewardship for the Plan and the community as a whole.

1a: Director Meeting

Prior to our first meeting with the Committee, key members of the Consultant Team will meet with Oak Park’s Planning Director and other key staff. This first meeting will allow the Project Director for the Consultant Team to review and discuss matters with Village staff. Regular and “as needed” meetings with Village staff will be held at no charge throughout the planning process to ensure an open communication and exchange of ideas.

1b: Project “Kick-Off” Workshop – Steering Committee and Plan Commission

Before actual work begins, a project initiation meeting will be held to set the foundation for the planning program and review and discuss the overall direction and policy issues facing the community. Participants in the project initiation meeting would include Village staff, key personnel from the Consultant Team, and members of the Steering Committee and Plan Commission.

Step 2: Branding, Marketing, & Multi-Media Outreach

Successful comprehensive planning invigorates communities. It provides a vision, a road map and a structure to create a healthy, sustainable community for generations to come. Oak Park has a powerful story to tell because of its rich history, its on-going initiatives and efforts for improvement. We propose to create the story of Oak Park--past, present and future--so that residents, businesses, institutions, and organizations, as well as those outside the community, feel good about the community’s progress and its future.

2a: Branding the Comprehensive Plan

We recommend branding the planning process and the plan to create a clear, concise and compelling story that can be told to residents, businesses and the outside world. The graphic design and communications experts on the Project Team will use their expertise in community-based marketing to create an “identity” or brand for the planning process as well as the plan document. Branding features will be incorporated into all on-line and print media and will provide the Village with marketing elements that can be used in future promotional efforts for Oak Park.

This step will include: Naming; Logo development; Tagline, or theme line, development; Key messages; Graphic standards for logo/tagline usage; Design of invitation/poster system for events.

2b: Promoting the new Comprehensive Plan - Marketing/Multi-Media Outreach

As part of promoting and marketing the the new Comprehensive Plan, we will develop a multi-media effort to create excitement and awareness around the plan and its impact on Oak Park. As part of this promotion, we will develop and manage an interactive project website for the duration of the assignment and will set up a social media component including Facebook and Twitter.

2c: Invitation and Poster System

While the trend is to increasingly utilize electronic communication, we would develop an invitation, post card, and poster system to get the word out about the process and plan and its benefits.

2d: Media Outreach

To reach the local and regional media, we would develop a plan that can be executed by the Village. We would, as part of the plan, develop a media kit with a backgrounder and FAQs and an initial press release announcing the planning process.

Step 3: Community Outreach (traditional and web-based)

Community outreach and citizen participation are the cornerstones of our proposed planning process. Anticipating high levels of participation from an active and engaged community, our proposed outreach process includes both traditional (face-to-face) and web-based activities to obtain the broadest levels of participation in preparing an updated Comprehensive Plan. Community outreach is included throughout the entire planning process, with this step providing the initial participation efforts and laying the foundation for the remaining process. When and if needed, we would work with the Village's Language Bank to provide any necessary translation. It is anticipated that two update presentations will be made to the Plan Commission and Village Board at key points in the planning process. Collectively, our planning process provides:

- Press Releases & Newsletter Articles
- Branding and Marketing
- Posters and Invitations
- Community Workshops
- Business Workshops
- Boards & Commissions Workshops
- Elected Officials Interviews
- Student Workshops
- Key Person Interviews
- Focus Groups
- Neighborhood Workshops
- Neighboring Communities Workshops
- Do-It-Yourself Workshops
- Staff meetings
- Steering Committee Meetings
- Agencies and Organizations Interviews
- Open Houses
- Plan Commission (Public Hearing)
- Village Board
- Web-site, mapper, social media

“Traditional” Outreach

Throughout the outreach activities, the Project Team will seek to engage several agencies and organizations, including but not limited to the following: Oak Park Apartments, Oak Park Regional Housing Center, West Cook YMCA, Wonder Works Children's Museum, West Suburban Pads, Dominican University, The Children's Clinic Infant Welfare, Oak Park River Forest Food Pantry, OPYBS, PHC, PlanItGreen, OPRF Community Works, Community Religious Institutions, Oak Park Residence Corporation.

3a: Press Releases, Notices and Newsletter Articles

We will work with Village staff to prepare special articles at key points in the planning process for the website and local media outlets. We suggest an initial article to describe the purpose and objectives of the *Comprehensive Plan*, as well as regular updates during the process.

3b: Initial Community-Wide Workshops (4 anticipated)

These community workshops are the first of many face-to-face community outreach events scheduled throughout the planning process. The purpose of the first round of workshops is to allow residents to provide input, before any plans or recommendations are formulated.

3c: Business Workshops (3 anticipated)

This workshop will be targeted specifically to business owners and managers in order to obtain the input of this important stakeholder group. The purpose is to establish a dialogue and obtain feedback from those members of the development and business community that have a unique insight and perspective, and whose assistance and involvement is crucial to the Plan's ultimate success.

3d: Boards and Commissions Workshops (2 anticipated)

A workshop will be conducted with several of the Village's board and commissions. Individuals on boards and commissions provide unique insight in the issues facing the Village. The Consultant will work with Village staff to identify workshop participants. Possible workshop attendees include: Village Board, Plan Commission, Historic Preservation Commission, Downtown Oak Park, Oak Park Area Arts Council, and more.

3e: Key Person Interviews & Focus Group Discussions (20 anticipated)

Key Person Interviews and Focus Group Discussions allow us to obtain first-hand insight into the community from a diverse array of perspectives. Approximately 20 confidential interviews/focus group discussions will be conducted to obtain additional information regarding local issues and potentials.

3f: Service Area Interviews and Focus Groups (10 anticipated)

The Oak Park Elementary School District #97, Oak Park & River Forest District 200, Oak Park Public Works Department, Oak Park Public Library, and more should also be included in the interview process. Again, their involvement is meant to identify community issues that may otherwise not get brought to the Village's attention.

3g: Student Workshops (6 anticipated)

Children are key citizens of the Village and should be engaged in the outreach process. In cooperation with the schools, in-class workshops would be set up to engage students, ask them questions about the Village and get their thoughts regarding life in Oak Park. Such a series of workshops would be a great civics learning and participation experience for the students. Workshops/focus groups could be held for elementary, middle school, and high schools.

3h: Neighborhood Focus Groups (10 anticipated)

The purpose of the Neighborhood Focus Groups is to allow for a more detailed discussion and examination of the issues and concerns pertaining to each of the different neighborhoods. The residents, business persons, and property owners of each area will be encouraged to attend. The Focus Groups will allow the Village to better address, in more detail, the unique and most important issues facing each neighborhood within the Village. The Consultant Team will work with the Village staff to identify neighborhoods for which a Focus Group Workshop will be conducted. These

workshops would be held at locations within each neighborhood in places like schools, churches, or other institutions and gathering spots.

3i: DIY (Do-it-yourself) Workshop Kits

“DIY” Workshop kits will be made available to groups, organizations, and institutions throughout the community. These D.I.Y Workshop kits are intended to allow residents and others to facilitate their own workshops and discussions. These workshop kits can be deployed to homeowners associations, churches, neighborhood groups and others in order to provide an opportunity for citizen-led outreach activities.

3j: Events and Festivals Booth (5 anticipated)

In coordination with other Village “booths”, “stands”, or “tents”, we will participate in events and festivals within the Village as a means of engaging the public at key opportunities throughout the year. This technique engages residents in a fun and casual way and can be a great way to disseminate information and gather feedback. A quick postcard questionnaire or idea drop box can be utilized to gather feedback. Possible events include Wright Plus 2012, Thursday Night in Downtown Oak Park, various farmers markets, Oaktoberfest, and A Day in Our Village, among others.

Web-based Outreach

(visit www.hlplanning.com/oakpark)

3k: Interactive Project Website

We will design and host an interactive Project Website that is linked to the Village’s website. We are committed to utilizing the internet to maximize the participation and communication between the Village and residents, as it relates to the new Comprehensive Plan, for the duration of the planning process and beyond.

This website can be used to post project schedules and meeting dates; display graphics, maps, and draft documents; address frequently asked questions; host a community discussion forum; contain on-line community surveys; and provide a variety of other features. The purpose of the website is to provide the “one place” to go to for information regarding the updated *Comprehensive Plan*. The website will also have a “*If You Are a Teacher, Click Here*” section that is devoted to helping teachers engage kids in creative ways and help them shape their community. In addition to questionnaires and printable copies of the D.I.Y. Kits, this section of the website will have materials that the teacher can download and use as lesson materials about community and strategic planning, goal setting, establishing community priorities, implementation, and more.

3l: RSS, Twitter and Social Networking

In addition to the project website, we propose to integrate the use of Twitter, RSS Feeds, and Facebook for the *Comprehensive Plan* process. For those that use the internet, these can be essential tools in staying informed and connected with local happenings. Social networking tools have greatly increased the number of people participating in local planning initiatives.

3m: On-Line Community Issues Mapping

For no additional charge, we will feature a web-based Community Issues Mapping Tool on the interactive Project Website. This tool, developed by Houseal Lavigne Associates, allows visitors to the website to identify, map, and comment on areas of concern and valued community assets. It simplifies the mapping process and familiarizes residents with all areas of the community in a fun, interactive, and effective manner. Input from residents allows us to create a composite map of community issues to assist with the identification and establishment of community goals and objectives.

3n: Metro Quest Services

The project website will also be available to host the on-line tools by Envision Sustainability Tools, as described below:

As part of the HUD Sustainable Communities Challenge Grant application, the member communities of the West Cook County Housing Collaborative agreed to collect data from its citizens on the priorities of the sub-region related to housing and transportation linkages. Envision Sustainability is a digital engagement software company that has developed MetroQuest, a public engagement surveying software system that is capable of assembling and delivering data which will assist the Collaborative and the member communities in prioritizing sub-regional planning priorities by collecting stakeholder input from the member communities' citizenry. Using MetroQuest, Envision will create an accessible website via a unique web address (URL) such as <http://communityname.metroquest.com>. We will be able to link to the survey provided through MetroQuest through the interactive website we will set at www.hlplanning.com/oakpark. MetroQuest configurations consist of screens which guide participants through a series of steps that will provide information and gather input on the sub-regional priorities developed by the Collaborative. Participants will also be able to list additional priorities. Envision will work collaboratively with the Houseal Lavigne Associates, the Village of Oak Park and the Collaborative to come up with an implementation that best meets the needs of the project and compliments the overall engagement plan.

Step 4: Existing Conditions Analysis

This step will include the analysis of existing conditions and future potentials within the community. It will be based on information provided by the Village, feedback from community service providers, as well as reconnaissance, surveys, inventories and analyses undertaken by the Consultant. The emphasis will be on the identification of existing conditions that will be taken into consideration during the formulation of goals and objectives, and planning recommendations.

4a: Past Studies, Plans and Reports

The Village's previously prepared plans and studies having an influence on the new *Comprehensive Plan* will be assembled and reviewed, including the 1990 Comprehensive Plan, Greater Downtown Master Plan, Roosevelt Road Corridor Study, Chicago Avenue Neighborhood Plan, Madison Street Corridor Plan, Lake Street Neighborhood Plan, Chicago-Harlem Neighborhood Plan, Oak Park Bicycle Plan, Zoning Ordinance, 4 Insights Market Analysis, PlanItGreen, Homes for a Changing Region, and more. This review of documents will determine: (a) recently adopted Village policy which needs to be reflected in the updated *Comprehensive Plan*; (b) changes within the community that have taken place since the previous plans were prepared; (c) inconsistencies between plans and reports, (d) the relevance of previously collected data; and, (e) gaps in data which must be corrected as part of this planning process.

4b: Zoning and Development Controls

All regulatory controls, including the existing Zoning Ordinance and any other relevant codes or ordinances will be assessed to identify strengths and weaknesses, and to determine how these controls may influence land use and opportunities for new development or redevelopment.

4c: Economic and Demographic Overview & Analysis

A firm understanding of Oak Park's existing economic and market profile and the community's potential is extremely important as a foundation for land use and development decision-making. A demographic overview will include an analysis of recent trends in population, households, income, age and gender characteristics, racial and ethnic composition, and labor force and employment. An economic and market overview and analysis will be conducted to determine the trends, supply, demand, and potential for new development. We will analyze Oak Park's competitive position within the market, identify the issues the community is facing and will likely face, and create a foundation to assist with future land use designation and planning objectives.

4d: Existing Land Use and Development

An Existing Land Use Map will be prepared that inventories all parcels in the Village and its planning jurisdiction. The map will then be analyzed to identify functional land-use areas, compatible and incompatible land-use arrangements, and other issues related to land-use and existing development conditions. TOD areas surrounding the transit stations will be assessed as part of this step to identify potential candidates for new infill development. All land use inventories will be recorded into a GIS database/shapefile and provided to the Village for future use.

4e: Community Facilities

An inventory and analysis will be undertaken of community service and infrastructure providers and owners, including Oak Park Elementary School District #97, Oak Park & River Forest District 200, Oak Park Public Library, the Park District of Oak Park, Oak Park Public Library, Oak Park Police and Fire Departments, the Village's Public Works Department, and more. Facilities will be evaluated with respect to age, condition, capacity, and the need for future improvement. We will prepare a community facilities questionnaire to be sent to all service and facility providers within the Village. We will use the results of the survey, together with fieldwork and other research, to prepare a report detailing and mapping existing community facilities.

4f: Transportation and Mobility

Working with Village staff and the various Village departments, IDOT, CTA, Metra, PACE Bus and other transit services, we will undertake an analysis of the Village's transportation network. This will encompass the existing street system, bike and pedestrian facilities, and public transportation. Issues, concerns and opportunities for improvement will be identified. The analysis will assist with the development of recommendations that would improve access and control, linkages and connectivity, and overall safety and efficiency. Our analysis will include discussions and consideration of other jurisdictional transportation efforts, including state, regional, county, and other planning levels. Our assessment will focus on vehicular, bicycle, pedestrian, and transit.

4g: Environmental Features and Open Space

This step will include the review, inventory and analysis of the Village's open space and environmental features, including all parks, natural resource areas, wooded areas, water features, and other special natural and human-made features that add to the Village's special image and character. Environmental areas and major open space destinations in neighboring communities will also be identified with the intent of Oak Park access and connectivity to these areas.

4h: Existing Conditions Synthesis Report -Issues, Opportunities, Ideas and Priorities

The results of the community outreach activities and the results of the various background studies (Steps 1-4g) will be brought together into a Synthesis Report highlighting the needs, issues, opportunities, existing conditions, and trends which should be addressed in the new *Comprehensive Plan*. This report will answer the questions “Where are we?” and “Where are we headed?” The report will be a stand-alone document and will serve as a foundation for the next steps in the planning process.

4i: Steering Committee Meeting

The *Existing Conditions Synthesis Report* will be presented to Steering Committee as a basis of understanding of the Village’s existing conditions and the communities concerns and priorities. Appropriate revisions will be made prior to presenting the initial finding to the community.

4j: Community Workshops & Presentations – Issues, Opportunities, Ideas, and Priorities (2 anticipated)

The *Existing Conditions Synthesis Report* will be presented at two community workshops – one during the day and one in the evening. The purpose of this workshop is to present the results of the extensive community outreach and existing conditions inventory and analysis.

Step 5: Community Visioning & Goal Setting

This step will include a hands-on community workshop that invites the community to put pen to paper and illustrate their vision for the future of Oak Park. The purpose of this step will be to establish an overall “vision” for the Village of Oak Park that can provide focus and direction for subsequent planning activities, serve as the “cornerstone” of the consensus building process, and identify a path for growth. Based on the Vision and previous steps in the planning process, Preliminary Goals and Objectives will then be prepared.

5a: Visioning Workshops/Community Charrette – Day-Long “Drop-In” and Evening Event (2 anticipated)

The Community Visioning Workshop will involve the Consultant Team, Village Staff, the Committee, elected officials, and members of the community. The session will include both large group and small group activities to review and discuss conditions and potentials within the Village. The large group will work together to identify issues and opportunities, and the small “breakout” groups will work together to develop “visions” for the future of the community. This workshop will conclude with general agreement regarding the long-term role and character of Oak Park and the projects and improvements that will be desirable in the future.

5b: Vision Statements and “Core Values”

Following the workshops and charrettes, the Consultant will summarize the results of the group discussions, and will prepare a preliminary Vision Statement. The preliminary Vision Statement will be based on the Visioning Session(s), feedback from the community outreach activities, and observations from the Consultant Team.

5c: Goal Setting Focus Groups

A series of Goal Setting Focus Groups will be conducted to work with the community as we focus on different components of community life. The focus groups will focus on the following 21 areas of interest: community development, community design, transit-orientation, energy and green building (including life-cycles of materials), housing, transportation, public facilities, historic preservation, land use planning, economy, childcare, eldercare, public safety, diversity, education,

environmental justice and sustainability, public health, arts and culture, tourism, parks and recreation, and public participation.

5d: Preliminary Goals and Objectives

Based on previous steps in the planning process, including the Goal Setting Focus Groups, preliminary Goals and Objectives will be prepared which will provide more specific focus and direction for planning recommendations. The Preliminary Vision Statements, Core Values, and Goals and Objectives will be presented to the Steering Committee for review and discussion.

5e: Update Presentation – Plan Commission and Village Board

A presentation of the status/update of the Comprehensive Plan process will be made to the Plan Commission and the Village Board.

Step 6: TOD Focus Area Plans

In accordance with the requirements of the HUD Sustainable Communities Challenge Grant, and based on our analysis of existing conditions, community outreach, visioning workshops, charrettes, and goal setting exercises, we will prepare preliminary plans for selected key TOD sites within the community. These plans will include recommendations on land use and development, circulation and parking, pedestrian and bicycle mobility, zoning, and the urban design framework. Each of the TOD Focus Area Plans will be highly illustrative and graphically compelling, using a variety of illustrations, perspective drawings, 3D renderings, photographs, maps, and more. While more detailed plans and visualization will be prepared for the two identified TOD redevelopment sites, TOD area framework plans will be prepared for all TOD areas, in cooperation with the Steering Committee, Village staff, and feedback from the community. The framework plans will analyze each of the different transit station areas to determine likely candidates for new infill development.

6a: Draft TOD Focus Area Plans

Key TOD Focus Area Plans will be developed for identified sites within the TOD areas based on discussions with staff, the Committee, and the results previous steps in the planning process. These TOD Focus Area Site Plans allows for a more detailed analysis, including priority and catalyst redevelopment sites, key public improvements, safety and mobility recommendations, urban design, and more. Development visualizations provide detailed, 3D representations of the potential for new development and redevelopment within the sites and surrounding areas. These visualizations and site plans are visionary while conforming to market realities and site constraints.

6b: Staff Review

Prior to presenting the Preliminary TOD Focus Area Plans to the Steering Committee and Plan Commission, the Plans will be distributed to the key Village Staff for review. Appropriate revisions will be made based on feedback before distribution to the Steering Committee.

6c: Steering Committee Meeting

A meeting will be conducted with the Steering Committee to review and reach agreement on the Preliminary TOD Focus Area Plans before proceeding to the development of the Draft Plans and Policies. Appropriate revisions will be made based on feedback from the Steering Committee.

6d: Community Workshops – TOD Focus Area Concept Plans

Community Workshops will be conducted with residents to review and discuss the Preliminary TOD Focus Area Plans.

Step 7: Community-Wide Plans

This step will entail the preparation of Village-wide plans for land use, transportation and mobility, open space and environmental features, community facilities, housing, and more. These future plans will provide the “core” for the Comprehensive Plan, and will reflect community input and the Village’s Goals and Objectives.

7a: Land Use & Development Plan

The Land Use and Development Plan will include recommendations and policies for all land use areas in the Village, including residential neighborhoods and uses, commercial areas, industrial land uses, and more. The Land Use & Development Plan will utilize text and highly illustrative maps and graphics to communicate planning concepts and principles.

7a1: Land Use and Development Plan

7a.2: Residential Areas/Neighborhood Enhancement Plan

7a.3: Business Areas Plan

7b: Transportation and Mobility Plan

Much of the existing street system is well established, but system recommendations and future improvements can improve overall circulation. The Transportation and Mobility Plan will focus on the coordination and optimization of all modes of travel within the Village, including vehicular, bicycle, walking and transit services. The Transportation and Mobility Plan will include specific recommendations for motorized and non-motorized travel, parking, circulation and linkages between key areas of the Village. The Transportation and Mobility Plan will utilize text and highly illustrative maps and graphics to communicate transportation planning concepts, recommendations and principles. “Complete Streets” principles will be incorporated as appropriate throughout the Transportation and Mobility plan.

7c: Open Space and Environmental Features Plan

The Open Space and Environmental Features Plan will identify linkages, greenways, environmental protection areas, open space and parkland, and unique and sensitive natural resources. The Comprehensive Plan will recognize the importance of the Village’s open space and environmental features, and seek ways to enhance these features as vital community amenities. The Plan will also identify environmental areas and major open space destinations in neighboring communities and will focus on providing access and connectivity to these areas.

7d: Community Facilities and Infrastructure Plan

The Community Facilities and Infrastructure Plan will identify and inventory all community facilities in the Village and include recommendations and policies for municipal facilities and services, infrastructure, intergovernmental coordination and cooperation, and more.

7e: Staff Review

Prior to presenting the Draft Plans and Policies to the Steering Committee, the plans will be distributed to staff for review. The plans will be modified based on staff review before presentation to the Steering Committee.

7f: Steering Committee Meeting

A meeting will be conducted with the Comprehensive Plan Steering Committee and Plan Commission to review and reach agreement on the preliminary Village-wide Plans before proceeding to the development of the Draft and Final Comprehensive Plan document. Appropriate revisions to the Draft Plans will be made based on feedback from the Steering Committee.

7g: Community Workshops (2 anticipated)

Community workshops will be conducted to review and discuss the preliminary Village-wide Plans. Appropriate revisions to the Draft Plans will be made based on feedback from the community.

7h: Open House

Following the community workshop, an Open House will be provided to allow residents to “drop in” and review preliminary plans. The Open House could be held in the afternoon and early-evening, with members of the Consultant Team and Village staff on hand to answer questions.

7i: Update Presentation – Plan Commission and Village Board

A presentation of the status/update of the Comprehensive Plan process will be made to the Plan Commission and the Village Board.

Step 8: Implementation Strategy, Action Agenda & Matrix

The step includes the development of a detailed Implementation Strategy, Action Agenda, and Performance Measurement Matrix to guide the Village’s on-going efforts to implement the many aspects of the Comprehensive Plan’s recommendations and priorities.

8a: Implementation Strategy

This step will include recommendations and implementation strategies for a variety of crucial plan components and include short, mid, and long-term implementation recommendations. The implementation strategy will reflect community priorities and will be broken down into several different types of implementation tasks, including administrative tasks, capital improvement projects, procedural amendments, private sector partnerships, developer related projects, regulatory amendments, and much more. This section will provide the detail necessary to allow the Village to track the progress and effectiveness of the Plan and maximize its usefulness as a tool to achieve community goals and objectives. The Implementation Strategy and Action Agenda will address the following: community development, community design, transit-orientation, energy and green building (including life-cycles of materials), housing, transportation, public facilities, historic preservation, land use planning, economy, childcare, eldercare, public safety, diversity, education, environmental justice and sustainability, public health, arts and culture, tourism, parks and recreation, and public participation.

8b: Action Agenda

A key part of the implementation strategy will be the development of an Implementation Action Agenda, which will identify the key projects and actions to be undertaken, the Village’s roles and responsibilities, partnerships and strategic alliances, funding, timing, and more. This Action Agenda will serve as “check list” for the Village’s implementation Initiatives

8c: Draft Performance Measurement Matrix

The Matrix will establish benchmarks and indicators that are directly linked to the Comprehensive Plan's core values, goals and objectives, including: community development, community design, transit-orientation, energy and green building (including life-cycles of materials), housing, transportation, public facilities, historic preservation, land use planning, economy, childcare, eldercare, public safety, diversity, education, environmental justice and sustainability, public health, arts and culture, tourism, parks and recreation, and public participation.

The matrix will provide the baseline conditions, trends, and measurements for achieving success. In other words, the Matrix will serve in a way as a "Community Score Card" that will let the Village know where it is and how it is trending for each of the different priority areas. The Matrix will serve as an "honest tool" for evaluating investment effectiveness.

In order to be effective, the indicators must be: 1) Easy to obtain; 2) From a reliable source; 3) Simple to calculate; 4) Available for Oak Park; and 5) regularly updated. We will work closely with the Village to determine the best possible indicators and benchmarks given these criteria.

8d: Staff, Elected Officials and Consultant Workshop

The draft Implementation Strategy and Action Agenda will be reviewed and discussed with Village staff and the Steering Committee. Appropriate revisions will be made.

Step 9: Final Comprehensive Plan Document

Based on the previous steps in the planning process, the draft and final versions of the Comprehensive Plan document will be prepared for review and consideration as part of the adoption process.

9a: Draft Plan Document

Based on the results of Steps 1-8, a draft Comprehensive Plan document will be prepared for review and consideration. The Plan report will be designed not only to serve as a legal document for guiding land use and development, but also as a guide for establishing Village policy regarding a variety of community components that collectively provide the community overall quality of life. The Plan will also provide a detailed Implementation Strategy that identifies specific projects and action that need to be undertaken in order for the Village to realize the Plan's recommendations.

9b: Staff Review

Prior to presenting the Draft Plan to the Steering Committee, the Plan will be distributed to staff or review. The Draft Plan will be modified based on staff review before presentation to the Steering Committee.

9c: Steering Committee and Plan Commission Workshop

A meeting will be conducted with the Steering Committee and Plan Commission to review and reach agreement on the preliminary Draft Plan before presenting the draft to the public for review and comment. Appropriate revisions to the Draft Plans will be made based on feedback from the Steering Committee.

9d: Draft and Revised Plan Presentations – Joint Meeting of Village Board and Commissions

A meeting will be conducted with The Village to review the preliminary Draft Plan. Revisions will be made based on feedback and a second meeting with the Village will be conducted to review and discuss the revised draft, before presenting the draft to the public for review and comment.

9e: Stakeholder Meetings and Workshops (5 anticipated)

Meetings and workshops will be conducted with various stakeholder groups to obtain feedback prior to scheduling a public hearing with the Plan Commission.

9f: Revised Plan Report to the Plan Commission (Public Hearing)

In accordance with the State's statutory requirements, the draft Comprehensive Plan will be presented to the Plan Commission for public hearing. Based on review and discussion, and based on public feedback during the public hearing, a revised Comprehensive Plan will be prepared for recommendation to the Village Board.

9g: Final Plan Report to Village Board

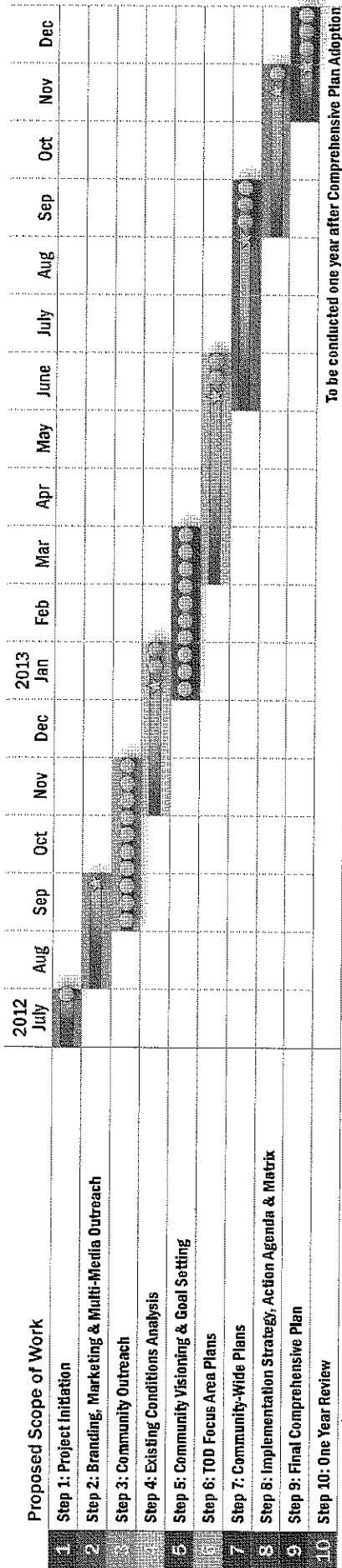
The Final Comprehensive Plan Report will be presented to the Village Board for consideration and adoption. At the conclusion of the project, all of the background data and information compiled by the Consultant during the course of the study will be forwarded to the Village, including digital photographs, base maps, GIS data, 3D models, etc.

Step 10: One Year Review

A community evaluation will be conducted by the consultant one year after the adoption of the Comprehensive Plan using the Performance Measurement Matrix to determine the Village of Oak Park's progress toward achieving the Plan's goals. The results of the evaluation will be presented to the Village Board.

COST & BUDGET ESTIMATE TABLE		Base Cost
Step 1: Project Initiation		\$ 3,090
1a	Director Meeting	
1b	Project "Kick-Off" Workshop – Steering Committee and Plan Commission	
Step 2: Branding, Marketing, Multi-Media Outreach		\$ 10,140
2a	Branding the Comprehensive Plan	
2b	Promoting the new Comprehensive Plan - Marketing/Multi-Media Outreach	
2c	Invitation and Poster System	
2d	Media Outreach	
Step 3: Community Outreach (traditional and web-based)		\$ 24,640
3a	Press Releases, Notices and Newsletter Articles	
3b	Initial Community-Wide Workshops	
3c	Business Workshops	
3d	Boards and Commissions Workshops	
3e	Key Person Interviews & Focus Group Discussions	
3f	Service Area Interviews and Focus Groups	
3g	Student Workshops	
3h	Neighborhood Focus Groups	
3i	DIY (Do-it-yourself) Workshop Kits	
3j	Events and Festivals Booth	
3k	Interactive Project Website	
3l	RSS, Twitter and Social Networking	
3m	On-Line Community Issues Mapping	
3n	Metro Quest Services	
Step 4: Existing Conditions Analysis		\$ 32,960
4a	Past Studies, Plans and Reports	
4b	Zoning and Development Controls	
4c	Economic and Demographic Overview & Analysis	
4d	Existing Land Use and Development	
4e	Community Facilities	
4f	Transportation and Mobility	
4g	Environmental Features and Open Space	
4h	Existing Conditions Synthesis Report	
4i	Steering Committee Meeting	
4j	Community Workshops & Presentations	
Step 5: Community Visioning & Goal Setting		\$ 21,340
5a	Visioning Workshops/Community Charrette	
5b	Vision Statements and "Core Values"	
5c	Goal Setting Focus Groups (20 anticipated)	
5d	Preliminary Goals and Objectives	
5e	Update Presentation to Plan Commission and Village Board	
Step 6: TOD Focus Area Plans		\$ 18,680
6a	Draft TOD Focus Area Plans	
6b	Staff Review	

6c	Steering Committee Meeting		
6d	Community Workshops – Key Focus Area Concept Plans		
Step 7: Community-Wide Plans		\$	38,080
7a	Land Use & Development Plan		
7b	Transportation and Mobility Plan		
7c	Open Space and Environmental Features Plan		
7d	Community Facilities and Infrastructure Plan		
7e	Staff Review		
7f	Steering Committee Meeting		
7g	Community Workshops		
7h	Open House		
7i	Update Presentation to Plan Commission and Village Board		
Step 8: Implementation Strategy, Action Agenda and Matrix		\$	22,680
8a	Implementation Strategy		
8b	Action Agenda		
8c	Performance Measurement Matrix		
8d	Staff, Elected Officials and Consultant Workshop		
Step 9: Final Comprehensive Plan Document		\$	19,960
9a	Draft Plan Document		
9b	Staff Review		
9c	Steering Committee Workshop		
9d	Draft and Revised Plan Presentations		
9e	Stakeholder Meetings and Workshops		
9f	Revised Plan Report to the Plan Commission (Public Hearing)		
9g	Final Plan Report to Village Board		
Step 10: One Year Review			No Charge
 Direct Expenses		 \$	 8,430
TOTAL COST		\$	200,000



Legend for Diagram:

- █ Denotes the estimated timeline for each individual task.
- Denotes meetings to be conducted by Project Team.
- ☆ Denotes products to be delivered by Project Team.

To be conducted one year after Comprehensive Plan Adoption

Staff Member	Responsibilities
Houseal Lavigne Associates	
John Houseal	Project Director; Outreach Leader
Devin Lavigne	Land Planning; Visualization; Technology
Dan Gardner	Market, Demographic and Socioeconomic Analysis
Doug Hammel	Project Manager; Support Staff
Brandon Nolin	Support Staff; Socioeconomic Analysis
Nikolas Davis	Support Staff; Graphics; Documents
Gewalt Hamilton Associates	
Tim Doron	Infrastructure & Transportation Project Manager
William Grieve	Traffic Engineer
Kelly Conolly	Bike & Pedestrian Mobility
Marcy Knysz	Environmental Assessment
Tom Rychlik	Infrastructure
Active Transportation Alliance	
Dan Persky	Bicycle & Pedestrian Mobility
Paul Lippens	Bicycle & Pedestrian Mobility
Marissa Dolin	Bicycle & Pedestrian Mobility
a5	
John Harris	Marketing & Branding
Fletcher Martin	Marketing & Branding
Seven Generations Ahead	
Gary Cuneen	Sustainability
Usona	
William Kubal	Affordable Housing Analysis

Comm. Moran moved to approve Amendment #4 – Madison Street Overlay, interior side yard setback as proposed in the staff report. It was seconded by **Comm. Fausch**.

ROLL CALL VOTE (Madison Street Overlay Interior Side Yards)

C. Benson	Yes
C. Fausch	Yes
C. Gilbert	Yes
C. Mann	Yes
C. Moran	Yes
C. Roberts	Yes
Chair Bolte	Yes

The motion passed. The final count was a 7-0 vote. So moved.

AMENDMENT 5: Accessory Building or Structures

Mr. Failor stated that Mr. Bruce, Zoning Administrator wanted this amendment brought forward to ensure that it is clear in the Zoning Ordinance for anyone who reads the code. It basically states that any accessory garage that is attached to a principal structure (house) will be considered part of the principal structure.

Comm. Moran motioned to approve Amendment #5 – Accessory Building or Structures as proposed in the staff report. It was seconded by **Comm. Fausch**.

ROLL CALL VOTE (Accessory Building or Structures)

C. Benson	Yes
C. Fausch	Yes
C. Gilbert	Yes
C. Mann	Yes
C. Moran	Yes
C. Roberts	Yes
Chair Bolte	Yes

The motion passed. The final count was 7-0 vote. So moved.

AMENDMENT #6 – Roosevelt Road Form-Based Zoning Overlay District – Fences

Staff is proposing to amend the Roosevelt Road Form-Based Zoning Overlay District and Landscape section of the Zoning Ordinance relative to fences and walls associated with outdoor equipment and material storage yards. Staff wants to ensure appropriate enclosures are constructed for storage yards as well as appropriate landscaping to soften the appearance of the fence along the street.

DISCUSSION

A discussion ensued regarding the need for such an amendment and language in the zoning ordinance. The Plan Commission was provided with two examples in the community that contain outdoor storage that were the impetus for the amendment, one on Roosevelt Road and the other on Lake Street.

Comm. Moran suggested eliminating the word "professional" from the text.

Chair Bolte said "finished appearance" will be used.

ROLL CALL VOTE (Roosevelt Road form-Based Zoning Overlay District – Fences)

C. Benson	Yes
C. Fausch	Yes
C. Gilbert	Yes
C. Mann	Yes
C. Moran	Yes
C. Roberts	Yes
Chair Bolte	Yes

The motion passed. The final count was 7-0 vote. So moved.

At this time, the Commission directed Attorney Karaca to prepare the Findings of Fact.

Comm. Moran asks if the EEC could provide the Plan Commission with a report on the Green Roof language.

Chair Bolte suggested having the staff and/or Chair of the Environmental Commission attend the Plan Commission meeting next month.

OTHER BUSINESS

Chair Bolte asked the Commissioners if they had received the memo on Commission Conduct and if anyone had any questions. All Commissioners responded in the affirmative.

Mr. Failor reported that he's received the preliminary application for Lake/Forest Redevelopment which is scheduled to be referred by the Board on August 1, 2011. There will be a public hearing on the Lake and Forest proposal on September 1, with September 15th being the regular scheduled meeting.

Comm. Fausch announced she will not be able to attend the August 25 meeting.

Comm. Roberts asks if the Commission can have drawings from the Lake and Forest developers that reflect the reality of the property. **Mr. Failor** indicated that he would pass that along to the developer.

Mr. Failor reported that the Lake and Forest developers are proposing a green roof, instead of a pool. They are also proposing rentals, instead of condos and a hotel. They are changing 500

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parking spaces to 588. The Village parking spaces are still 300. The application will be very limited in scope.

Comm. Roberts had questions regarding the development in terms of starting over. Mr. Failor reported that the applicant will present their proposal only as an amended application.

ADJOURNMENT

With no further discussion, **Chair Bolte** motioned to adjourn. It was seconded by **Comm.** Moran. So moved.

The meeting adjourned at 9:25pm.

Respectfully submitted,

Andrea F. Mance
Recording Secretary

MINUTES
OAK PARK PLAN COMMISSION
VILLAGE HALL- COUNCIL CHAMBERS
Sept. 15, 2011 – 7 p.m.

PRESENT: Chairperson Linda Bolte; Commissioners Mark Benson, Deborah Fausch, Douglas Gilbert (arrived at 7:07 p.m.), David Mann, Gail Moran, Susan Roberts, Steven Rouse

ALSO PRESENT: Craig Failor, Village Planner, Plan Commission Attorney Jacob Karaca

APPLICANTS: Rolando Acosta from Ginsberg Jacobs, LLC.; Michael MaRous from MaRous & Company

Chair Bolte called the meeting to order at 7 p.m. and roll was taken.

Chair Bolte congratulated Commissioner Moran on her reappointment to the commission. Chair Bolte indicated another appointment may be issued by the Village Board later this month.

Non-Agenda Public Participation

None.

Approval of Minutes

Commissioner Moran motioned to approve minutes from July 21, 2011. Commissioner Benson seconded. Motion approved upon corrections.

PC 11-04: Madison Street Overlay District Zoning Ordinance Text Amendment:

The Applicant seeks approval of proposed amendment to the Oak Park Zoning Ordinance by adding to Section 3.9.6(F)(2) – “f. Beauty Supply Stores shall not be located within 500 feet of one another or a similar use.” Chair Bolte moved to continue this hearing on Oct 20, 2011. Commissioner Rouse motioned, Commissioner Mann seconded. A roll call vote was taken:

Rouse- yes
Benson- yes
Gilbert- yes
Moran- yes
Mann- yes
Roberts- yes
Fausch- yes
Bolte- yes

Chair Bolte reconvened **PC 11-03: Lake and Forest Planned Development Ordinance Amendment**; The Applicant seeks to amend Plan Development Ordinance No. 2010-O-014. The applicant is proposing to remove the hotel and condominium components from the project and add up to 270 residential rental units as well as increasing the number of parking spaces from 510 to 588 spaces and modifying the exterior materials and use. The applicant is also seeking two allowances for Density and Parking. Chair Bolte explained the appraiser will present his report but there will be no cross-examination until October 6, 2011.

Mr. Acosta introduced Mr. Michael MaRous. Attorney Karaca swore in Mr. MaRous. Mr. MaRous said his company is a real estate appraisal and consulting firm with offices in Park Ridge, Illinois. Mr. MaRous explained he had over 35 years experience and had appraised over 10,000 properties. Mr. MaRous said he had done significant valuation work in the area and in similar areas involving transit-oriented, mixed use developments. Mr. MaRous said he was a past-president of the Chicago Chapter of the Appraisal Institute and sits on its national board. He said he was an 8-year alderman in Park Ridge and served as mayor for two years and was instrumental in their downtown, mixed-use redevelopment.

Mr. MaRous explained he was asked in this case to look at the change in use from a mix of hotel/condo into luxury apartments and small portion of retail. Mr. MaRous referenced his study, saying they looked at Village documents, the location, and sales transactions and considered the desirability of the residential area with the historic district to the north. He said they considered the desirability and synergistic nature of the commercial, mixed use and transit-orientated development. Mr. MaRous explained this information was summarized in his report.

Mr. MaRous said the reality of the market to do a structured condominium was virtually impossible to get financing and didn't make economic sense. Mr. MaRous explained some of the better-quality suburban new hotel developments had been financially bankrupt and had struggled with less than expected occupancy rates. He said all facets of the real estate market had been hurt; the better-located retail markets had done well. He said luxury or semi-luxury apartments had done well. Mr. MaRous said a real simple conclusion was the apartment market was relatively strong. He said he also looked at the impact of the proposed development and the previously approved development on the immediate neighborhood. He referenced his study, saying the retention value of the immediate neighborhood had been significantly higher than the rest of Oak Park as a whole. Mr. MaRous said there had been no negative impact.

Mr. MaRous explained his conclusion was the mass, size, and bulk hadn't really changed- just a change of use that was a more conservative, stable use. Mr. MaRous said the proposed development at Lake and Forest would be positive to the community and would not have a negative impact on immediate property values.

Commissioner Rouse asked if the development would impact potential mortgages in the area even if it wasn't built. Mr. MaRous replied in a desirable community where there's a

high reasonableness that the property will be developed any buyers' and sellers' lenders would anticipate that the development was a reality so that impact had already happened even though the building has not been built.

Commissioner Rouse asked about the similarities with Oak Park Place. Mr. MaRous replied it was a similar character, a luxury apartment building with relatively high rents, it was not identical but quite similar. Commissioner Rouse asked if there was a detailed analysis done of Oak Park Place and its effect on neighboring property values. Mr. MaRous replied he didn't do a detailed analysis but he looked at transactions in that immediate area and did not find a negative impact. Mr. MaRous said initially during construction there might be difficulties but they look at when it stabilizes and is completed. Commissioner Rouse asked if Oak Park Place was considered completed and Mr. MaRous replied virtually, yes. Commissioner Rouse asked if the asking price versus percentage sold analysis done for Oak Park Place surrounding properties was similar to the one done for the Lake and Forest property. Mr. MaRous replied for the subject immediate area it was 7% and Oak Park as a whole was 20%, and he believed the proposed area was somewhere in between but he didn't have the exact numbers with him.

Commissioner Moran asked if Mr. MaRous could go over the condominium analysis. Mr. MaRous replied the most compelling information was the transactional activity that was about two units per month, which for the size of the number of units in Oak Park, was nothing. Mr. MaRous explained for the previous development of 85 condo units it would take 40 months to sell those units. Mr. MaRous said the other issue was that many condos have been taken off the market and once the market improves there will be a quiet inventory that pops up. He said another issue was the average marketing time of 101 days on one end and another marketing time of 439 days. Mr. MaRous explained a structured building that had been improved takes a lot longer to sell and the price per foot becomes such that the prices become unattainable.

Commissioner Rouse asked about rental absorption rates in Oak Park. Mr. MaRous replied he believed there was a study done, but what struck him was the price per foot- in the mid-\$2 per foot- that they were achieving on rental, and that was exceptionally strong. Mr. MaRous said the condo market softening up had been beneficial because the apartment stock was typically single bathrooms, lower ceilings, no balconies with parking issues and that there was a demand for modern apartments. Mr. MaRous said widows, divorcees, snow birds were finding it a good alternative, so there was stable demand but none of the real estate markets were having exceptional absorption periods right now.

Commissioner Rouse asked how long would it take for absorption rates for the project to stabilize, assuming factors stay the same. Mr. MaRous said many more people would be willing to pre-lease an apartment from a model for three to six months in advance than they would be willing to buy a condo. Mr. MaRous believed it would take a year and a half after the building was virtually complete for absorption to stabilize. Mr. MaRous stated that the retail market had been extremely weak and he anticipated the retail could

take as long as the apartments even though it's considerably smaller, because it's more of a higher-risk unit and with retail mixed with residential you have limitations in use.

Commissioner Roberts asked about the different unit sizes, studio, one-bedroom, etc. and how successful they might be. Mr. MaRous replied the apartments will have smaller square footage than condos but there was demand for studios from younger people. Mr. MaRous said some people will be willing to take a smaller space in a building with more amenities and he believed the layout will be reasonable.

Commissioner Moran asked about the viability of three-bedroom apartments. Mr. MaRous believed it to be more limited, because those tenants at the rent levels could afford to buy. Mr. MaRous said the one and two-bedroom market was probably the strongest but there was demand for efficiencies and some demand for the bigger units where people don't want to own anything. Mr. MaRous clarified he had nothing to do with layout or design.

Chair Bolte asked if there was any information in favor of or in concern for apartments in a suburban-setting in a building this high. Mr. MaRous replied virtually all high buildings previously had been condominiums so there had been very few major products done in this vein; he referenced one in Oak Brook and one in Schaumburg, saying those had done very well. Chair Bolte asked if the transit services in Oak Park had an impact on the marketability of the project. Mr. MaRous replied it was very important and a transit-oriented development done well was the future.

Chair Bolte asked about Mr. MaRous' project in Park Ridge. Mr. MaRous explained the development was in the heart of downtown across from the Pickwick Theatre, it had a townhouse component on the west end and a mixed-use of retail and soft-loft condominiums. He said there was also a three-building complex with underground parking, more luxury condo units with retail on the ground floor with the aggregate value of \$120 million. Mr. MaRous said there were people who loved it and people who hated it but that it had done well.

Commissioner Gilbert asked what features make a unit classified as luxury. Mr. MaRous replied faster elevators, retail amenities, dedicated parking, higher ceilings, balconies, washer/dryer in unit, potential for higher-end cabinetry, hard surface countertops, upgrades in kitchen appliances, more storage space, the ability to have voice-data in the unit and the ability to control heating and air systems in unit.

Chair Bolte asked about the importance of balconies. Mr. MaRous replied it was a sense of freedom for certain tenants and the idea they can go outside and have coffee was important to them. He said certain tenants would be willing to pay more to get that, but it was a fine line because it added costs and some risk, but it was something the mid-range apartments don't have and the height gave views as well.

Commissioner Roberts asked if the size of the balconies matter versus just the concept of having outdoor space. Mr. MaRous replied it was the freedom and it becomes economic

reality how big you make them and he'd defer that question to the developer. He said a luxury condo would have significantly larger balconies but with apartments you don't want to price out of the market.

Commissioner Moran referred to the prior project's sky lounge amenity and asked Mr. MaRous if there could be an amenity proposal to include that for public benefit. Mr. MaRous replied that would be a design issue, but from an economic perspective of function and security there were some problems- for example in downtown Chicago various buildings have it but he could not think of condo or rental buildings that have something like that and he appreciated the idea but didn't think it was viable. Commissioner Moran clarified she's not suggesting the same thing, but looking for a viable alternative. Mr. MaRous said he hadn't discussed it with his client but maybe for a restaurant, but you'd have to have a separate elevator and control situation.

Chair Bolte asked if the idea was an unusual idea. Mr. MaRous replied there were buildings with upper decks and pools but not open to the public other than at hotels.

Chair Bolte established cross examination for Mr. MaRous on October 20.

Chair Bolte continued PC 11-03: Lake and Forest Planned Development Ordinance Amendment to October 6. Cross examination of the witnesses and public comment will be planned.

Chair Bolte moved to **PC 11-02: Zoning Ordinance Text Amendments; Zoning Ordinance Text Amendments to the Roosevelt Road Form Based Code Overlay District and Landscape Regulations of the Zoning Ordinance.**

Mr. Failor explained at the last Village Board meeting the text amendments that had been presented were approved, but one, that being the requirement for fencing on the Roosevelt Road Overlay District and throughout the Village was remanded back to the Plan Commission for further consideration. The trustees asked the Plan Commission to revisit the amendment because the amendment that was put forth only had restrictions on the front set-back. Mr. Failor said the concern was if there was a corner lot or a site like the one at Lake Street and Lombard where outdoor storage was exposed to a parking lot (public view), the trustees wanted to make sure that any sides that are exposed were also screened in the same fashion as the front façade. Chair Bolte asked if there was revised language. Mr. Failor said that was needed.

Commissioner Rouse asked if in the suggested language they would apply the same methodology for side yards as front yards. Mr. Failor agreed. Chair Bolte said currently the amendment said front lot line but could say front lot line and corner side yard. Commissioner Gilbert suggested adding "visible from the public way." Mr. Failor said it needed to include language that covered being able to see through landscaping. Commissioner Gilbert clarified in the Preservation Commission they didn't consider landscaping as permanent and although it might be obscured it wasn't considered covering or blocking something. Mr. Failor said that needed to be clear in the code.

Commissioner Fausch said there was a question about a side yard versus a back yard and a side yard versus an alley and whether the intent was to screen the whole thing. Mr. Failor replied that many municipalities require outdoor storage yards to be entirely screened. Commissioner Rouse asked if it was only commercial outdoor storage yards. Mr. Failor agreed. Commissioner Fausch suggested they say all sides must be screened.

Chair Bolte asked Attorney Karaca to read the current amendment. Commissioner Fausch suggested the front and corner sides should have three-foot setbacks with landscaping but not the other sides. Chair Bolte agreed. Attorney Karaca confirmed the changes. Commissioner Rouse motioned to approve the changes, Commissioner Moran seconded.

Commissioner Roberts asked if the storage areas would need a gate for access. Mr. Failor replied the gate would have to be the same opaque material, similar in appearance. Commissioner Moran suggested adding language indicating it could include an access point. Chair Bolte agreed. Commissioner Rouse motioned to amend his approval. Commissioner Moran seconded. Commissioner Moran disagreed on the term access point. Chair Bolte asked Attorney Karaca to consider the language and asked Mr. Failor to confer with the zoning administrator about the terminology. A roll call vote was taken on the fence:

Rouse- yes
Moran- yes
Gilbert- yes
Benson- yes
Mann- yes
Roberts- yes
Fausch- yes
Bolte - yes

Chair Bolte called for a break at 9 p.m.

The meeting resumed at 9:10 p.m.

Chair Bolte moved on to the Transit Overlay District. **PC 11-02: Zoning Ordinance Text Amendments**; Zoning Ordinance Text Amendments to the Roosevelt Road Form Based Code Overlay District and Landscape Regulations of the Zoning Ordinance.

Chair Bolte explained they re-opened the hearing on the extension to the Transit Overlay District because when they talked about it last time they added property that wasn't part of the original hearing and upon reflection they should have heard that in a public hearing as well. Mr. Failor explained he republished for the original notice and included the property that was recommended to be added, the south-east corner of Marion and Pleasant street.

Mr. Failor summarized the proposal saying the Village Board had authorized improvements to South Marion Street with the streetscaping and they were also looking at Oak Park Avenue and South Oak Park Avenue. He said one concern from the trustees was that they were concerned about the investment they were putting into the area and that they get a return on their investment. Mr. Failor said the Greater Downtown Plan suggested these areas should have some relationship to one another, recognizing there were different uses on both sides of the tracks, but bringing the Retail Overlay District to the south side on Marion and Oak Park would open up that retail district even more. Mr. Failor referred to a map that showed the boundaries proposed to expand that district. Mr. Failor said previously, the Plan Commission decided not to extend the district to the east on South Boulevard from Marion Street except for the Opera Club building, but keep the west extension to Harlem and add in the Mike Fox building to the south.

Mr. Failor said on the Oak Park Avenue district, the boundaries went south to Pleasant Street, excluding the church and church properties and the residential building on the east side of the street, extending west to Kenilworth along South Boulevard and east to just past Euclid. Mr. Failor said the Plan Commission's recommendation was to shrink that down along South Boulevard and only capture buildings facing on Oak Park Avenue.

Commissioner Rouse asked what was the rationale for removing properties along South Boulevard in the area and not Marion Street. Commissioner Gilbert replied they kept it in on South Boulevard west of Marion because that was a future development spot and an entry point into the Village and there might be a push for that development to include retail. Mr. Failor pointed out there was a list of uses that were restricted in the first fifty feet of the first floor but that service uses were still allowed on the main stretch. Mr. Failor gave examples such as family residential care home, foster home, animal clinics with open kennel, general office including medical office, beauty supply stores, day care center, etc as those that are restricted uses.

Commissioner Moran said they also discussed that existing uses that might be restricted would be grandfathered in. Mr. Failor agreed. Commissioner Gilbert clarified the existing space was grandfathered but also the use, if it was not vacated. Mr. Failor replied there was a time frame in between uses that the same use would be allowed back in, so if an office use moved out another could move in within a set amount of time.

Chair Bolte opened public testimony.

Mr. Greg Melnyk, co-owner of 1111 and 1113 South Boulevard. Mr. Melnyk said it was not mentioned when the re-streetsing of South Marion was discussed that the quid pro quo of that would be the rezoning of the area. He said if you wanted to tie in North and South Marion there were different zoning districts for North and South Marion that were not the same. Mr. Melnyk said in the 100 block of South Marion on the east side, 2/3 of that block would become non-conforming. The 200 block had six spaces and three would be non-conforming. His building would be non-conforming as a general office building. He said when you made a property non-conforming you added a level of problems for the property owner, financing problems because lenders are averse to lending on a non-

conforming use. He said insurers don't like to insure non-conforming uses. He said to change his building to meet the zoning would mean a gut-rehab of the building. On the east side of Marion you had the Kroc Mental Health Center that could not be changed to a retail space. He said it didn't make sense to change the Transit Overlay district when the only piece of property to control would be the property to the west of the currently developed property. Mr. Melnyk said those would be subject to a planned development and requirements could be made then. He asked why make most of the area non-conforming when there was already the tool at hand to make the area what you wanted, putting an economic burden on owners of the properties that are non-conforming.

Mr. Gene Armstrong, co-owner of 1111 and 1113 South Boulevard. Mr. Armstrong said grandfathering was an illusory benefit because if something happened to your building and you needed to make repairs you'd have a short ceiling to make those repairs before being forced to come into compliance with zoning laws. Mr. Armstrong said for his building, they'd have to rip out a façade, put floors over an historic E.E. Roberts mosaic floor, tear out an award-winning addition just to meet requirements of the Overlay District. He said his building was in the historic district and if any exterior changes were made it would have to be approved by the Historic Preservation Commission so nothing was going to happen to the building. Mr. Armstrong said there was a push to put it in the Overlay District to exercise control over a prospect that was non-existent, the idea that the building could be changed. Mr. Armstrong said his was the sole building on South Boulevard that got an adverse effect from extending the Overlay District to Harlem and he suggested stopping it at Szechwan Beijing.

Mr. Mike Fox, owner of the Carleton Hotel at 1110 Pleasant, 115 South Marion and 200-212 South Marion. Mr. Fox said the notice provision was a problem, when there was a potential zoning change to your property and nothing gets out to property owners that was not right. Chair Bolte asked Mr. Failor about procedure. Mr. Failor replied it was a zoning text amendment, not a rezoning of property, so the notification requirement was to notice in the newspaper. Mr. Failor said they'd notified the Marion Street Business Association, the BAC and the Avenue Business Association and asked that they distribute the information to their members and property owners.

Commissioner Benson said that the notification process needed to change and he encouraged that the Village go beyond the state statute requirements. Mr. Failor replied they followed the state statute and went beyond it by notifying the business associations. Commissioner Moran asked Attorney Karaca if that would be a Village Board issue. Mr. Karaca agreed. Commissioner Gilbert said he was troubled that the property owners would not get direct communication on it. Commissioner Rouse concurred.

Mr. Fox said he was very against the proposal. He said he pushes retail but he knew where it can be and where it can't be. He said with the building at 212 South Marion, the main space sat vacant for nearly four years. He said he then had a salon in the space but then they left and it sat vacant for eight months. He said he'd thought he'd be able to find another hair salon but couldn't so now it was a florist and a photographer. With the zoning change, he could only replace the photographer with another photographer rather

than a lawyer or financial person. He said he had a chiropractor in his building that would like a larger space but would not be able to do that because it would be a non-conforming use. Mr. Fox said they were at the tail end, of the tail end of the shopping district, they were on the outskirts of the central business district and that's ok. Mr. Fox said he can't always push retail and the amendment would take his parking lot out of compliance. Mr. Fox said if the Carleton Hotel burned down he'd have to get permission to build again. Commissioner Moran asked if his properties were in the area where the streetscaping was being done. Mr. Fox agreed.

Chair Bolte moved to discussion.

Commissioner Benson asked if there was public testimony when they met on the issue in July. Chair Bolte said there was none. Commissioner Benson said the lack of public testimony last time made him assume it wasn't a shocking move to the neighborhood and allowed him to oversimplify the issue and he was glad this was back because he believed they may have erred before. Commissioner Benson said the notice issue worried him because he didn't believe most of the owners knew about the issue and he's concerned about the action on it. Commissioner Moran said in the deliberations last time they were trying to be as flexible as possible while extending the boundaries and she'd like to hear more about the burdens such as insurance requirements from someone who might know about those. Commissioner Moran said there appeared to be conflict from the Village Board investing to tie in the North and South Marion districts and some owners who don't want to be in the position of being a non-conforming use. Commissioner Moran asked if there was someone on Village staff who could talk about the consequences of being a non-conforming use. Mr. Failor said the legal department could research that. Commissioner Moran said they also needed to be careful not to spot zone certain properties. Chair Bolte agreed, saying they wouldn't zone one point, skip a property and then move on.

Chair Bolte said the grandfathering wasn't a problem for her, but what bothered her was that there were so many non-conforming uses on that strip of Marion. Chair Bolte said she agreed with the investment of the Village and what the Board was trying to accomplish, but she wondered if there was a different way to accomplish it. Commissioner Rouse said he didn't believe Marion was a Transit Overlay District because it was massively non-conforming and it wasn't part of the deal to redo the street, it wasn't discussed and agreed to and there wasn't the traffic to drive it. Commissioner Rouse said Oak Park Avenue had a lot of traffic and was more of a Transit-oriented area but Marion was not. Commissioner Gilbert said maybe the intention was to drive it toward a more transit-oriented area. Commissioner Rouse replied he didn't see it in the next several years. Commissioner Moran said there was the green line and Metra on Marion. Commissioner Rouse said he believed it was a much different area than Oak Park Avenue.

Chair Bolte said Oak Park Avenue uses might not be all retail, but they were storefront structures. Chair Bolte explained that originally, when the Transit Overlay District wasn't

approved, it was felt that both of the south pieces were more fragile and would not adapt as readily to the restriction on use. Chair Bolte said Marion was a different situation because of the physical look of the buildings and to bring them in line with a storefront-like approach would be difficult. Commissioner Fausch said it was similar to Harrison Street where there were buildings that were difficult to renovate to retail use so that was happening slowly.

Commissioner Moran said in the previous deliberations they had the option to narrow the retail district. Chair Bolte said they did make recommendations on both locations to do that. Commissioner Moran suggested if Marion were made a narrower district it could address some of the concerns on South Boulevard. Commissioner Rouse asked if they were to vote on the boundaries as proposed or could they amend. Mr. Failor suggested if there was a commission-wide concern about the notice that they stop discussion and re-notice, bring it back for discussion and go from there. Commissioner Gilbert agreed, saying he'd also like more staff information on the impact of non-conformance uses.

Chair Bolte established that all of the potential boundary property owners should be notified before the next hearing.

Commissioner Rouse motioned to re-notify owners within 500 feet of the amendment's boundaries and re-hear the amendment to November 17. Commissioner Benson seconded. Commissioner Gilbert asked staff for some identification on what would be non-conforming with existing uses.

Commissioner Moran asked if staff could plot the existing non-conforming uses on a map to see if there were clusters. A roll call vote was taken:

Rouse- yes
Benson- yes
Gilbert- yes
Moran- yes
Mann- yes
Fausch- yes
Roberts- yes
Bolte- yes

Chair Bolte moved to the discussion of green roofs. Ms. Laura Haussmann, an Oak Park resident and member of the Energy and Environment Commission presented a summary for the Plan Commission. Ms. Haussmann said she understood that developers had approached the Plan Commission looking for relief from the open-space requirement and the Energy and Environment Commission did not currently recommend giving up open space for green roofs. Ms. Haussmann referenced the ordinance definition of open space saying it was a ground-level land area free of structures and available for the absorption of ground water. She said a green roof did not absorb ground water and that was one of the big issues for many of the commissioners. She said a couple of the commissioners didn't have an objection to a small trade-off on open space but wanted to know the

current requirements and what had been done in the past. Ms. Haussmann said one commissioner raised the issue of if the green roof died or became unsuccessful, what then. Ms. Haussmann said she sympathized to some extent in providing some relief because a green roof was so beneficial in other ways, but the commission at this time did not recommend it.

Chair Bolte asked if the EEC had a recommendation for a minimum soil depth to give green roofs a substantial environment benefit for the building because they are looking for green roofs that do more than just look nice. Ms. Haussmann referred to the beginning of the summary that gave the minimum soil depth of extensive roofs. She said that was three inches and the plants were put there never to be disturbed again. She said there were benefits in that they diverted storm-water runoff as well as reduce the heat island effect and cooled the building as a traditional roof would not, so they would do more than just look nice. Ms. Haussmann said there were also intensive green roofs that people tended to think of as outdoor courtyards, involving a much thicker base and that were much more complicated.

Commissioner Moran asked how this would relate to post planned developments. Ms. Haussmann replied the EEC might have a different recommendation if they knew that relief had been allowed in the past and to what extent. She said they would like some information on what had been allowed and also what the current requirements were for open space and what that entailed. Commissioner Roberts asked if the commissioners were saying it would not be a compensating benefit. Ms. Haussmann replied she believed there wasn't a full understanding of what open space was. Mr. Failor said in the past, the Plan Commission had approved green roofs in lieu of open space requirements and it wanted to make sure that what was being captured on the roof in the vegetative system was equal to what the ground could absorb, or less, or more.

Chair Bolte asked if the LEED-certification point system specified a specific soil depth for a green roof. Commissioner Mann said he didn't believe LEED had any more than the first paragraph in the report. Commissioner Mann said he believed they needed to go further, maybe 4-8 inches on the depth of soil. Ms. Haussmann replied the purpose of the depth was to allow different types of plants to function differently, if there was greater depth of soil you had more options or varieties of what you could plant. Ms. Haussmann said with the intensive types of green roofs there were often patios and outdoor entertaining spaces and that wouldn't be helpful with the absorption rate if that was the primary concern. Commissioner Mann said paved areas would not count as a green roof. Ms. Haussmann said the purpose of the coefficient was to help calculate the total amount of perviousness or open space.

Mr. Failor stated that most people who do green roofs do it on their own, there were no requirements. Attorney Karaca noted there was nothing in the code on maintenance. Mr. Failor said currently they didn't approve anything in lieu of open space unless it was part of planned development and under planned development they were obligated to maintain it as part of their approval, but if someone were to do it on their own, if it died, it died.

Commissioner Gilbert said he thought the discussion for this zoning was to see if a provision was needed for ongoing maintenance, if they were getting zoning relief it was reasonable to say you've got to maintain it. Chair Bolte said the point was if they want a green roof and want some sort of compensating benefit we have to tell them what kind of roof they have to build, the minimum requirements but we also then have to say you have to take care of it. Chair Bolte asked if the Village would take on the burden of inspecting it like they do elevators. Mr. Failor suggested the Village could require owners supply an independent report by a professional. Karaca said it could be regular building maintenance inspections or part of a specific condition that the Commission approves. Chair Bolte said she believed it should be a condition.

Commissioner Fausch said she didn't think requiring only an intensive roof was necessary as an extensive one would also fulfill the absorption requirements. Mr. Failor suggested you have both definitions because if someone wanted to do a green roof and not do it as part of an open-space then there was the definition available. Commissioner Fausch clarified that she believed both roofs would fulfill the absorption requirements for open space, the intensive might fulfill the open space use requirements but both of them could work equally well for absorption. Ms. Haussmann said the extensive roofs have a lower soil mass, which would absorb less but if there was a large square footage, yes. Commissioner Fausch said she thought the Lake and Forest roof was intended to be an extensive roof. Chair Bolte replied she believed it would be a patio area and therefore intensive, but the question was how much will be green and how much will be patio. Chair Bolte said both intensive and extensive could both be considered but if you want open space relief you would have to do more than just a replacement. Commissioner Mann said on the open space requirement he believed they were going for as close to one to one equivalent, and looking at the chart, they'd have to go above four inches in depth of soil to get the equivalent of turf. Commissioner Fausch said she would advocate for a performance standard that allowed people to do it a number of different ways rather than say you must have a different depth of earth. Commissioner Mann suggested they could specify a coefficient of runoff minimum.

Commissioner Mann asked Ms. Haussmann if, as a landscape architect, she'd seen green roof criteria. Ms. Haussmann said she couldn't find anything in her research.

Chair Bolte said they might also consider the "by right issue" of compensating benefits. Commissioner Gilbert said that would be going beyond the proposed zoning amendment, which was saying you can swap an open space requirement for a green roof and you didn't have to go before someone or get any more permission. Commissioner Gilbert said if you start talking density then you start talking PUD. Chair Bolte agreed it's a separate discussion. Mr. Failor said most PDs they see were in commercial districts and in downtown there were no open space requirements so a green roof could be part of a compensating benefit list if it provides a benefit for the greater good and not just the developer. Ms. Haussmann said one of the reasons the EEC wasn't supportive of providing open space relief was because they saw it as a developer could be overbuilding a space, that they should be allotting for open space and that green roofs primarily provided benefits to the building owner and residents and not to the rest of the

community. Ms. Haussmann said she personally disagreed saying green roofs provided community benefit by using less energy overall as well as reducing the heat island effect and reducing storm water runoff. Mr. Failor said in planned developments they require them to be LEED certified and one of the points they can get was a green roof toward their certification.

Commissioner Gilbert said open space wasn't necessarily public space, either. He said would there be more of an impact on the neighborhood if you allow people by right to build more than was allowed by zoning just because they put a green roof. Ms. Haussmann asked if it would be considered in cases where open space was not easily achievable or a burden to accomplish or was it giving someone the capacity to overbuild a space by putting a green roof on.

Commissioner Benson asked if they wanted the purpose of the green roof to be environmentally sound or aesthetically pleasing. Commissioner Benson said if they were talking about an aesthetic standard then they needed to talk about access. Mr. Failor said these were in commercial districts, not residential districts, so any open space would be in the back, but in terms of density, they would have to stay within the code. Commissioner Fausch said another criterion would be massing instead of density because they'd be allowing greater bulk.

Chair Bolte suggested the Plan Commission wasn't ready to make a recommendation to the Board and would like members of the EEC to join them in the discussion. Chair Bolte moved to continue the hearing to November 17. Commissioner Rouse motioned, Commissioner Mann seconded.

The meeting ended at 10:30 p.m.

Angela Schell,

Recording Secretary

MINUTES
OAK PARK PLAN COMMISSION
VILLAGE HALL- COUNCIL CHAMBERS
December 15, 2011 7 p.m.

PRESENT: Chairperson Linda Chair Bolte; Commissioners Mark Benson, Deborah Fausch, Sonny Ginsberg (arrived at 7:35 p.m. and departed at 8:47 p.m.), David Mann, Gail Moran (arrived at 7:04 p.m.), Steven Rouse

EXCUSED: Commissioners Douglas Gilbert, Susan Roberts

ALSO PRESENT: Craig Failor, Village Planner, Plan Commission Attorney Jacob Karaca

Roll Call

Chair Bolte called the meeting to order at 7:00 p.m. and roll was called.

Non-Agenda Public Participation

None.

Approval of Minutes

August 25, 2011

November 17, 2011

Commissioner Fausch motioned to approve minutes from August 25, 2011.
Commissioner Rouse seconded. Motion approved upon corrections.

Commissioner Rouse motioned to approve minutes from November 17, 2011.
Commissioner Fausch seconded. Motion approved upon submission.

Public Hearing(s)

PC 11-02: Zoning Ordinance Text Amendments; The Village Board has authorized the Plan Commission to hold public hearings relative to text amendments to the Zoning Ordinance to add a "green roof" provision and definition. **FINDINGS OF FACT**

Commissioner Moran motioned to approve the Findings of Fact from PC11-02.
Commissioner Benson seconded. Changes were made in the wording of how green roofs would manage storm water runoff and on the mathematical calculations on the minimum requirements for the zoning ordinance. Motion approved upon corrections.

PC 11-02: Zoning Ordinance Text Amendments; The Village Board has authorized the Plan Commission to hold public hearings relative to text amendments to the Zoning Ordinance regarding expansion of the Transit Related Retail Overlay District.
CONTINUED FROM OCTOBER 6, 2011 – PUBLIC HEARING

Chair Bolte explained they had a public hearing in October, but it was re-noticed so that property owners could submit comments. She said previous comments were still part of the record. Mr. Failor said the Oak Park Development Corporation sent a memo late in the day indicating they were in opposition to the Transit Related Retail Overlay District for Marion Street and provided Commissioners with the memo.

Mr. Failor said at the last meeting Commissioners asked for additional information relative to land-use, what properties would potentially become non-conforming upon approval and what it could do to the insurance rates for the non-conforming properties. Mr. Failor said he spoke with the David Agency in Elmhurst about the insurance rates and they indicated a change in zoning would not have an impact on insurance. He said the agency looked at hazard and tenancy, which determined how they would underwrite the property based on exposure to loss. He explained the agency said a non-conforming use would not play a role in underwriting as long as the owner was honest about the tenancy. Mr. Failor clarified he spoke with someone in the business portfolio section of the agency.

Mr. Failor provided Commissioners with two maps- one for South Marion Street and one for South Oak Park Avenue. Mr. Failor said the first page identified the districts and the second page listed the land-uses. He said on the third page he took the land-uses and overlaid the proposed Overlay District to determine those uses that would be non-conforming. He said the hotel, including its ancillary uses, was a listed special-use in the business district and wouldn't be impacted by the Overlay District. Mr. Failor said the uses that would be impacted were mainly offices, medical offices, and studios. He said the definition from the zoning code of a studio was a business with a residence behind, however the studios on the street did not have a residence behind, so the Plan Commission would have to work through that on a zoning level.

Chair Bolte asked if the red dashes on the map would be the revised proposed boundaries from what was posted in the original notice. Mr. Failor agreed. Commissioner Moran asked if staff was recommending not including areas to the west of Marion Street. Mr. Failor said he recommended only including properties that front on Marion Street because the properties on South Boulevard would be difficult to attract retail uses because there was nothing on the other side of the street to play off of. He said a good retail environment needs retail on both sides of the street to make it more viable.

Mr. Failor referenced a red box on the left hand corner of the non-conforming map that states there are 24 lots and if the Overlay district was applied, 12 of those would become non-conforming. He said for the whole district, there are 30 lots and 15 would become non-conforming. Commissioner Rouse asked if Mr. Failor provided the same analysis for Oak Park Avenue. Mr. Failor agreed.

Chair Bolte said when they talked about future planned developments on the west marked, "Village Parking Lots" they might need to revisit this issue because the uses might suggest an extension of the Transit Overlay District to Harlem. Mr. Failor replied if a planned development occurs on the two Village-owned properties, Commissioners would have the opportunity to apply the same restrictions on Marion on that development as well. Commissioner Moran said they wouldn't have to revisit the Transit Overlay District, they could just choose to approve certain uses for those PUDs. Commissioner Fausch suggested they should decide now if they wanted the parking lots to be part of the Overlay District then that would direct the nature of the planned development rather than waiting for something to happen. Mr. Failor said from the staff's interaction with the potential developer they were looking at what was appropriate to be on the first floor of that area, but if the Village Board were to approve the Overlay District and wanted a different use there they could request a use-change in the planned development.

Commissioner Fausch asked what would go in there at those lots. Mr. Failor replied a potential mixed-use development with residential above and retail/commercial below.

Chair Bolte asked what was the length of time a property owner had to re-lease a non-conforming property to the same non-conforming use. Mr. Failor replied one year if it was a conforming building but if it was a non-conforming building with a non-conforming use it was six months.

Chair Bolte moved to the staff report on South Oak Park Ave.

Mr. Failor said on the South Oak Park Avenue map's second page was existing land uses, which had a similar mix with a few different uses like the daycare center, which was an approved special use, catering, second-hand store, and bank, which was also an approved special use. He said the third page looked at the non-conforming uses and had less than Marion Street. Mr. Failor said in the area where they had discussed applying the district, taking out the residential properties, were 22 lots, 6 would become non-conforming or 27% of that area. He said district-wide there were 41 lots, and 17 would become non-conforming, including the residential ones. Commissioner Moran asked if there was a recommendation for this area. Mr. Failor said he recommended the properties that front on South Oak Park Avenue minus the residential properties.

Commissioner Fausch said it looked like in practice what would become non-conforming on South Oak Park Avenue would be office use and on Marion Street it would be office and medical office. Commissioner Fausch asked how long they could re-lease for the non-conforming use if they do it within the allotted time frame. Mr. Failor answered in perpetuity as long as they do not exceed the allotted time frame for vacancy. Mr. Failor said even if they sell the property the use could continue, the vacancy triggers the time-frame. Commissioner Mann asked if they wanted to continue the use after the allotted time frame what could they do. Mr. Failor replied they could ask for a use-variance through the Zoning Board of Appeals.

Chair Bolte said on the insurance question, looking at South Oak Park Avenue, the owners of the building with an office would have a low risk rate, if they were unable to continue with an office and have come to month twelve then the scale could either stay the same if it was another similar low-risk use or move to a higher rate if it was something like a restaurant.

Commissioner Mann said presumably they would get the rent to pay the insurance. Chair Bolte said if there was a bigger demand for a restaurant you would rent to the one that paid the most money rather than stay empty.

Chair Bolte moved to public testimony.

Ms. Sara Faust, president of the Oak Park Development Corporation. Ms. Faust said the board of directors of the OPDC did not discuss the South Oak Park Avenue district, only the South Marion Street District. Ms. Faust said the Pleasant District was one of the best occupied business districts in Oak Park with over 99% of the first floor occupied. She said there was a mix of commercial businesses, restaurants, retail, professional and social services. She said it was a desirable district close to transit, with beautiful infrastructure that they were pleased to see open. She said it was a district that did not need a carrot or a stick at this point and many of the existing businesses that supported the street/infrastructure improvements would find themselves in a non-conforming situation. Ms. Faust said it did not make sense to their board at this time given the vitality, occupancy and desirability of the district to further impede development in the district. She said they opposed the proposed Transit Related Overlay District for portions of South Marion Street. She said they did not want the potential for a non-conforming use to come in and have to look elsewhere.

Mr. Mike Fox, owner of the Carleton Hotel at 1110 Pleasant St., 200-212 S. Marion St., 115 S. Marion St.. Mr. Fox said he was against the proposal as it would take half of his tenants on the ground floor out of compliance as well as the Carleton Hotel. He said when he bought 200 S. Marion the first floor had been 50% vacant for three years and it had had a woodshop, which was noncompliant. He said he put money into it and got it full, and tried to put retail in it, but he didn't always have a choice. Mr. Fox said he had to sit vacant with Salon 212 for over a year and then got two tenants, one a florist and the other a photographer that would be non-compliant. He said the tenants add to the character of the street and did not see why he should be prohibited from renting to them. He said his chiropractor was also a great tenant and he liked the Carleton, too, which would be non-compliant. Mr. Failor interrupted to correct that the Carleton was a special use. Mr. Fox said he was on the board of downtown Oak Park, which was asked for variances all the time, and typically they did not support them. He said he wasn't aware of a time they supported a variance on office use on the ground floor and didn't think it would be different on Marion.

Chair Bolte asked for a rough idea of the potential tenants who came to see him in the last six months or so. Mr. Fox said the florist space was the only space they'd been actively

trying to rent and they had new people who would be in compliance as they were a gift store, but that they were the only one.

Chair Bolte asked if they get people asking for space. Mr. Fox said that building was 1,000 square feet space and it suited well to Mom and Pop-type businesses like a sales guy, lawyer or psychologist. Mr. Fox said real estate offices were popular but not today because of the economy. He said you would get professionals who want offices near downtown Oak Park but can't be in downtown. He said the building was close to public transportation and it was a great building for that use.

Commissioner Benson asked if the office tenants were more stable or more volatile in terms of turnover than retail tenants. Mr. Fox replied they were the same, some retail came and did great for ten years or there was the florist who was in and out in a year. Mr. Fox said for office tenants, depending on the size of the office- they will do shorter terms on the lease but the bigger the office, the longer the term.

Commissioner Ginsberg asked what it would cost to retrofit the existing space from office to retail and was the rent about the same; was the rent by location or use. Mr. Fox replied the rent was all supply and demand. Mr. Fox said if for example, Edward Jones was to leave, it was set up like an office and that would have to be gutted because retailers just want a box. Mr. Fox said if after a year he couldn't find someone, his market to choose from would go down so it would take longer. Mr. Fox said if he liked the people he would rent to them, he didn't say they needed to take it as an office, no one did that, if they signed a 3-5 year lease you would gut the place and you would take it. Mr. Fox said it wasn't like in month 13 he would change his ad and say he was trying to find retail as he'd been accepting retail the whole time. Commissioner Ginsberg said if there was more retail in the area, wouldn't that make it easier to attract a retail tenant. Mr. Fox said not necessarily given the location of his building at the end, they didn't get the same traffic. Mr. Fox said he owns the building in downtown Oak Park where Spauldings used to be and he would not want a lawyer there. Mr. Fox said they were trying to force a use into a spot the market wasn't going to go to.

Commissioner Moran asked if with the physical improvements that had been made to unify the north and south Marion, didn't Mr. Fox think it would become more attractive to retail tenants. Mr. Fox replied he hoped so, but they just opened and they don't know for sure so the last thing they wanted was vacancies. Mr. Fox said if it was better for retail then that's what would go there, retail was allowed. Mr. Fox said he would prefer renting to retailers but his building didn't lend itself to be strictly retail.

Commissioner Fausch asked if he was seeing fewer potential tenants than he used to see. Mr. Fox said it had been more difficult and they didn't see hardly anyone because of the construction. Mr. Fox said he had a vacancy at 115 S. Marion on the 2nd floor for 8-9 months and that would be vacant for a year, easily. He said the downturn made it difficult for office and retail both. Commissioner Fausch asked if there was any difference between the two, Mr. Fox said no.

Mr. Greg Melnyk, the owner of 1111 South Boulevard. Mr. Melnyk said he was in opposition to the Transit Overlay District. He said he rehabbed the building back when the only things there were the Carleton and Plaza hotels. He said he'd seen a lot of change and was the president of the South Marion Association for a number of years. He said the Pleasant District was a thriving district, with minimal vacancies, a good mix and character of tenants and uses there and people seem to like it. He said there was a difference between Marion and Oak Park Avenue because Marion would never be a thorough street. He said a number of years ago the Village decided to put a stoplight at Washington and Home, making that the major north-south throughway on that side of the Village and there was a traffic diverter at Washington and Marion so you would not get much traffic up and down Marion. Mr. Melnyk said they were doing well as it was, why try to fix something that was not broken.

Chair Bolte moved to discussion.

Commissioner Moran said as a starting point, if the Village Planner was recommending cutting off the ends of South Boulevard then she would be amenable to the recommendation for both South Marion and South Oak Park Avenues. Chair Bolte said they should talk about each district separately, starting with the revised suggestion for South Marion. Commissioner Fausch asked if they would be including the parking lots, Mr. Failor replied only buildings with uses. Commissioner Rouse asked how it would affect future development. Mr. Failor said if they were to tear down a building and rebuild then it would have to conform. Attorney Karaca clarified the way the current Transit Related Retail Overlay District was worded it talked about properties or lots, so for example to say all properties from x address to x address on Marion then it would be included.

Commissioner Mann said even though it was a lot, they were talking about the first 50 feet of the building on that lot that fronts the street.

Commissioner Moran asked how far did the street improvements go south on Marion Street. Mr. Failor said the brick streets ended at 216 S. Marion and the sidewalks in the future will continue to Pleasant Place.

Commissioner Fausch said looking at non-conforming uses, it looked like the tail they added contained about half of the non-conforming uses; maybe they should get rid of it. Commissioner Moran said the problem with excluding it was it appeared from the size of those properties those would be desirable for retail. Commissioner Benson said they were zoned for retail right now. Chair Bolte said they were hearing from the owner that because of the size of those spaces, they were popular for office-type uses. Commissioner Moran said if they cut off that area she didn't see the point of it as they'd only be capturing five properties that were currently non-conforming. Commissioner Benson said given the success of this district and the district's opposition to the changes, he wasn't sure the point in changing something that's working really well, part of it was the diversity worked. Commissioner Benson said part of offices and professional services was they served retail and restaurants; offices and professional services have more staff

in the buildings than retail so if you want a lunch business in the area, there needed to be offices and professional services in the area to have lunch. Mr. Failor agreed with Commissioner Benson there needed to be offices mixed with retail but not on the first floor. Commissioner Benson said the mixture seemed to be very good and they seemed to have achieved a balance.

Mr. Failor said there is a vision of the future for this area. Mr. Failor said the three districts – the Pleasant District, Downtown Oak Park and the Avenue- decided to join in force saying something about the future. He said this area is part of the greater Downtown area and should be an extension of the Downtown area. He said the area was occupied but it was starting to be rejuvenated with all the streetscape and the hope was the area would become as big of a retail area as it is to the north. He said right now there was activity at the corner of South Boulevard and Marion and activity at Pleasant Street, but there was a void in between with all office use that didn't draw people down the street.

Chair Bolte pointed out that Commissioner Mann's point was important to reiterate it was the first floor, first 50 feet, not the whole building. Commissioner Benson said they've obviously found the attraction because the district wasn't vacant, they should let it work. Chair Bolte said when they looked at these proposals a couple of years ago, South Marion wasn't in the same situation as it was today- what they had was a revitalized district, but she wasn't sure it would be a problem to have an office go away and replace it with an office. Commissioner Rouse said if you cut in half the tenant pool of who they could lease to it wasn't a question of will it hurt, only how much and should we hurt something that was doing so well, there wasn't proof this would help.

Commissioner Mann said you might be opening up a new pool of retailers that won't go into an area without foot traffic, which offices didn't create. Commissioner Rouse replied there was no national retailer that would go into this area, it was too Mom and Pop and with the traffic restrictions you were killing the retail.

Commissioner Ginsberg asked if the Retail Grant Program had been discontinued and would that be another way to encourage retailers. Mr. Failor replied it was discontinued because of budgetary issues but there was also the façade grant program that was still available through the OPDC. Commissioner Ginsberg suggested if they targeted retail grants for certain areas limited to the Overlay Districts, it would give a jump start to the area and it couldn't be much of a budget concern if it was limited to these areas. Commissioner Fausch agreed, but wondered given the economy, if it was the right time to do the Overlay District on Marion, which made it difficult to rent vacant spaces as they were having the same issues on Harrison Street. Commissioner Fausch said maybe they should propose it in a year as it was a good vision, like on Harrison Street they hoped to get a retail tenant, but now they had vacant spaces.

Commissioner Moran said the idea there was potential harm in reducing the tenant pool was a false choice because you have the grandfathering in perpetuity. Commissioner Rouse said any way you cut it you reduced it by 50% because you couldn't replace a

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retail tenant with an office tenant. He said the fact that it was 50% non-conforming was a strong indicator that it wanted to be office, it wanted to be mixed, it didn't want to be retail as it was not a major street, not a lot of traffic, they were forcing it on something that was organically mixed.

Commissioner Mann said if you would take out the 200 building on the east side that would change the numbers. He said with that building, there wasn't retail on both sides; there was the funeral home on the other side, so there wasn't foot traffic. Chair Bolte said there would really have to be an attractive destination to go that far down the street.

Commissioner Ginsberg said if people moved against this, he still liked the idea of sending a note to the Board of reinstating the Retail Grant Program. Mr. Failor said he didn't recall the exact dollar amount of the program, but now that the TIF was gone there wasn't a pool of money to draw from like there used to be.

Chair Bolte asked about Commissioner Mann's suggestion to draw the line at the 200 building. Commissioner Fausch agreed. Chair Bolte said it wouldn't match the streetscape line but it would be baby steps moving in that direction. Mr. Failor said the positives of moving forward would be introducing it to the street and only three or four buildings within that area would be non-conforming. He said the 200 building wasn't included when the Plan Commission originally saw the application.

Commissioner Fausch said it was an issue of codifying what existed versus a vision for the future, if they were going for a vision of the future they might want that tail building in because that would extend the retail. She said the alternatives were an expression of different desires on their part- one to try to realize the vision for the future and other to take what existed and express that.

Commissioner Ginsberg said it would seem the purpose behind doing it would be to encourage and enhance the value of the area and if the owners were saying there was going to be a value issue maybe they ought to focus on that unless the Village had heard from testimony on the other side that wasn't present at this meeting. Mr. Failor replied it there hadn't been any response.

Commissioner Moran said her problem with that argument was if they limited it to properties that front on Marion Street they were only talking about one property owner and she wasn't sure that one property owner should drive the planning decisions. Commissioner Ginsberg replied he wasn't saying it should drive the decision, but if the people who were most affected thought it would decrease diminished value then maybe it wouldn't have the impact they wanted.

Commissioner Moran said it was usually the people who were opposed to something that came out to talk about it, they weren't hearing from the bike shop or the jewelry store. Commissioner Ginsberg said he couldn't assume they were for it if they didn't come out. Chair Bolte said it was the second time this came around this year and the reason they were rehearing it was they wanted some of the property owners and tenants to have

notice. Chair Bolte said their job was to look at the request and make a decision that was not just good for individual property owners but decide what was good for the Village and the Village's vision of what they want to see.

Chair Bolte said they could vote on it as staff proposed with changes talked about, do a 'toe-in-the-water' with smaller boundaries or totally reject the Overlay District for South Marion at this point.

Commissioner Rouse said he would vote on the smaller boundaries only if they could remove the traffic restrictions on South Marion to improve traffic flow. Commissioner Fausch asked if they could do that. Mr. Failor replied they could send a recommendation in the cover letter to the Board, but it couldn't be a condition of approval.

Commissioner Moran moved to vote on accepting the recommendation of extending the Transit Related Retail Overlay District on South Marion Street. Commissioner Rouse seconded.

A roll call vote was taken:

Moran - yes
Rouse - no
Benson - no
Mann - no
Fausch - no
Chair Bolte - no
Ginsberg - no

The motion failed 1-6.

Commissioner Fausch moved to vote on accepting an alternative recommendation for Marion Street that would change the boundaries on the north end of the District as staff proposed and the south end would go to Pleasant Avenue only. Commissioner Mann seconded.

A roll call vote was taken:

Fausch- yes
Mann- yes
Ginsberg- no
Benson- no
Moran - yes
Rouse- no
Chair Bolte - yes

The motion failed 4 - 3.

Commissioner Benson moved to vote on a recommendation to not approve an extension of the Transit Related Retail Overlay District on South Marion Street at this time. Commissioner Rouse seconded.

A roll call vote was taken:

Benson - yes
Rouse - yes
Ginsberg - yes
Moran - no
Mann - yes
Fausch - no
Chair Bolte - no

The motion failed 4-3.

Chair Bolte moved to discussion of South Oak Park Avenue.

Chair Bolte clarified the blue dotted lines on the staff's proposal had the same reasoning that properties facing the South Boulevard embankment had no cross street retail interaction. She said the last conversation they had narrowed it down to properties that were fronting on South Oak Park Avenue. Chair Bolte said South Oak Park Avenue was a totally different street and there were only a few properties that would become non-conforming uses.

Commissioner Fausch motioned to approve the boundary changes to the Transit Related Retail Overlay District along South Oak Park Avenue as suggested by staff, which was to only include those properties fronting on South Oak Park Avenue from South Boulevard and Pleasant Street, excluding "all residential" properties and church properties. Commissioner Moran seconded.

A roll call vote was taken:

Fausch - yes
Moran - yes
Ginsberg - yes
Benson - yes
Mann - yes
Rouse - yes
Chair Bolte - yes

The motion passed 7-0.

Chair Bolte reminded Attorney Karaca that in the letter to the Board on South Marion Street that the key issues were the lack of traffic flow particularly to the south and the

non-conforming was substantial with real strong testimony on different kinds of property and layouts.

Other Business:

Chair Bolte said she did not get the letter on the grant opportunities for street and alley improvements in on time, but that they did have other commissions supporting that project.

Chair Bolte moved to discussing the responses to the Board of Trustee's questions regarding the Lake and Forest Findings of Fact. Commissioner Ginsberg asked to be recused from the discussion and Chair Bolte agreed. Chair Bolte said at the January meeting they would have the Findings of Fact on the Transit Related Retail Overlay District. She said it would be also be good if they could meet with the Historic Preservation Commission either in January or February as the schedule would be light. Mr. Failor suggested February. Chair Bolte agreed. Chair Bolte asked when the Comprehensive Plan might begin. Mr. Failor estimated it would be towards the end of March or beginning of April.

Commissioner Ginsberg left at 8:47 p.m. before discussion on the Board of Trustee's responses regarding the Lake and Forest planned development started.

Chair Bolte explained that on December 5, 2011 she attended the Board of Trustee meeting and gave a brief summary of the Findings of Fact on the Lake and Forest recommendation. She said a number of the Trustees had questions for staff and the Plan Commission. Chair Bolte went over the memo staff compiled of the specific questions and a brief discussion ensued. Chair Bolte indicated that Commissioners could send comments to her individually and she would compile it in a response for Trustees by the next day. She said she and Commissioner Fausch would attend the Board meeting on January 9, 2012 for the Lake and Forest application and any other Commissioner was invited to attend as well.

Commissioner Moran said she attended the chairpersons meeting and any Commissioner who would be serving through 2012 would be required to take Open Meeting Act training that would be available online soon. Chair Bolte said Commissioners would also need to attend Plan Commissioner training if they had not taken it already. Chair Bolte said they would discuss that further in January and suggested they might get someone from CMAP to come to them and do the training in one session.

Adjournment

Commissioner Rouse moved to adjourn. Commissioner Benson seconded. Meeting adjourned at 9:04 p.m.

Angela Schell,

Recording Secretary

-----Original Message-----

From: Chuck Burbridge [mailto:chuckburbridge@gmail.com]

Sent: Sunday, December 04, 2011 2:16 PM

To: VOP Planning

Subject: Impact of overlay plan on Euclid square town homes

I live at 113 s. Euclid, unit B. I am curious as to what the overlay plan means for my residence. While it may fall outside of the purview of this issue, I am particularly interested in any actions that can be taken to reduce the flow of traffic down the alley past my townhouse and to improve the green space in the area. With the approval of the new drive up banking facility, I would encourage the village to develop a plan to insure traffic from the bank exits to oak park avenue. This holds true for the senior citizen center being developed by the township as well. My garage is accessed off the alley and both the garage and the sidewalk at Euclid can be characterized as being blind corners. Further, I believe routing traffic to oak park would improve safety and livability for all of the residents along Euclid.

To further mitigate the impact of the traffic and parking, I would encourage the village to adopt a requirement for trees to line the perimeter of the surface parking lots and the right of way. This would improve the visual appeal of the area, reduce the noise pollution, and provide cleaner, fresher air.

I would appreciate any advice on how to move forward with these recommendations or appraisal of their status if the village will move forward with them. Thank you for your assistance.

Chuck Burbridge

Sent from my iPad

VILLAGE OF OAK PARK

B

AGENDA ITEM COMMENTARY

Item Title: Authorizing Execution of a Resolution for a Contract with *Houseal Lavigne Associates* to Prepare An Update / Revision to Village of Oak Park Comprehensive Plan and the Formation of a Steering Committee.

Resolution or Ordinance No. _____

Date of Board Action: Monday, June 18, 2012

Department Director Name: 
Craig Failor, Village Planner

Village Manager's Office: _____
Lisa Shelley, Deputy Village Manager

Item History: Upon the receipt of a Sustainable Communities Challenge Grant from the U.S Department of Housing and Urban Development for comprehensive plan development, Staff issued a Request for Proposal on March 12th for the purpose of seeking proposals from qualified planning consultants to prepare a revised and updated Comprehensive Plan which will serve as a guide in considering policy changes, land use planning, budget preparation, and capital improvement planning for the future. By the submittal deadline of April 9th, staff had received seven responses. These responses were evaluated by a team of key personnel from the following departments; planning, business services, housing, community development, finance, health, public works, historic preservation, and sustainability. We also included the Chairperson from the Plan Commission on the review team. Once the review team evaluated the responses, the top three candidates were asked to return for interviews with a sub-committee of the review team. The sub-committee consisted of key personnel from planning, business services, housing, historic preservation, including the Plan Commission Chairperson. Once the interviews were concluded, two of the consulting firms rose to the top. Reference checks were conducted on the top two firms. After collecting and disseminating reference information, the interview sub-committee unanimously supported one consulting firm: Houseal Lavigne Associates. Upon offering them the task, which was enthusiastically accepted, contract and final scope of work negotiations were conducted.

Item Policy Commentary: Attached is the Resolution and contact document with attachments including the scope of work and relative HUD documents. As part of the pre-approval process, HUD requested review of Oak Park's standard contract as well as approval of the top consultants RFP responses being considered for the project. HUD has authorized the use of Oak Park's standard contract document which was used for the attached contract. HUD has also approved the Houseal Lavigne Associates' response to the RFP. Staff met with John Houseal of Houseal Lavigne Associates to review the contract and scope of work. Both items are attached to this agenda item. Staff also discussed the potential steering committee make up. It is anticipated that this committee would meet once a month during

the day - early morning. The committee would incorporate staff which would be a little more than half of the listed members as we have to satisfy the in-kind match for the HUD grant. Each staff member who is liaison to a commission or community organization would be a conduit to that group seeking their advice and input into the respective components of the plan. It was agreed between staff and the consultant that the following 17 positions would be appropriate for the committee, pending Board approval: Village Planner, Business Services Manager, Housing Services Manager, Sustainability Manager, Health Director, Community Relations Director, Urban Planner - Historic Preservation, Village Engineer, Assistant to the Village Manager, Plan Commission Chairperson, Plan Commission member, 2 Village Board Members, 2 Residents at Large, and 2 Business Representatives.

Staff On-Reserve for Special Topics :Police Chief, Fire Chief, Public Works Director, Interim Village Manager/Village Manager, Community Development Manager, Interim Parking Manager, CFO, Director of Building and Property Standards, and the Acting Village Attorney.

Item Budget Commentary: (Account #; Balance; Cost of contract) The Village of Oak Park, as a member community of the West Cook County Housing Collaborative, applied for and received a \$2.9 Million Sustainable Communities Challenge Grant from the U.S Department of Housing and Urban Development. A portion of that grant was awarded to Oak Park for an update / revision to our comprehensive plan in the amount of \$200,000. The Grant was awarded by a Cooperative Agreement between the Village of Oak Park and U.S Department of Housing and Urban Development. This agreement is attached to the contract as an exhibit.

As mentioned above, the Village of Oak Park is obligated to provide a match to the grant in the form of personnel time. Therefore in order to accomplish this match several staff members will be involved in the development of the comprehensive plan and are expected to become members of a steering committee overseeing the project as well as liaisons to the consultants on specific components of the plan.

Yet another benefit for the Village is funding made available through the Chicago Metropolitan Agency for Planning (CMAP) via a Local Technical Assistance Program where the West Cook County Housing Collaborative is a recipient of a grant to work with CMAP and MetroQuest, an on-line and mobile survey firm. They will develop, deploy and gather regional as well as local input for the planning process. An online website will be created for the purpose of collecting public feedback as well as demographic information on respondents. CMAP will work with MetroQuest to develop a model platform to be used within all five communities. For an example of how this works please visit either of the following websites: <http://carpentersville.metroquest.com/> or <http://parkforest.metroquest.com/>. Houseal Lavigne Associates will also create a website specifically for the Comprehensive Plan process that will incorporate the MetroQuest portal.

Proposed Recommended Action: Authorize the Village Manager to sign the contact with Houseal Lavigne Associates upon adoption of the Resolution for the above mentioned project and authorize the formation of a steering committee.

Resolution Authorizing Execution of a Contract with Houseal Lavigne Associates to prepare an Update / Revision to the Village of Oak Park Comprehensive Plan

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 hereby authorized and directed to execute a contract with *Houseal Lavigne Associates* to prepare an Update / Revision to the Village of Oak Park's Comprehensive Plan in an amount not to exceed the grant amount of \$200,000.00 previously received from HUD. Said Contract shall be in substantial conformity with the Contract attached hereto as Exhibit A and made a part hereof.

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

ADOPTED this 18th day of June 2012, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK
AND
HOUSEAL LAVIGNE ASSOCIATES, LLC FOR THE DEVELOPMENT OF
THE OAK PARK COMPREHENSIVE PLAN**

This Contract is made on _____, 2012 by and between the Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302, a home rule unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Houseal Lavigne Associates, LLC., ("Consultant"), 134 N. LaSalle St. Suite 1100, Chicago, IL 60602 for the performance of professional services related to the creating a new Oak Park Comprehensive Plan.

I. Governing Documents

HUD SCC Grant

The Village of Oak Park, as a member community of the West Cook County Housing Collaborative, applied for and received a Sustainable Communities Challenge Grant from the U.S Department of Housing and Urban Development ("the Grant") in the amount of \$2,916,272. The Grant was awarded by a Cooperative Agreement between the Village of Oak Park and HUD on a HUD-1044 Form, which, together with all its attachments, is attached hereto as Attachment A and incorporated into this agreement. This Agreement, together with all its attachments, is governed by the terms set forth in the Grant. If the terms of this Agreement conflict with the terms of the Grant, any such conflict shall be resolved in favor of the terms of the Grant.

The Contractor is required to obtain a DUNS number (or update its existing DUNS record) and register with the Central Contractor Registration (CCR; www.ccr.gov) no later than 120 days after executive of this agreement.

II. Performance and Scope of Services

A. Description of Services

Consultant shall perform all services necessary to develop the Comprehensive Plan as outlined in the Preliminary Scope of Services attached hereto as Exhibit B, and in accordance with the Project Budget attached hereto as Exhibit C, the Schedule of Services attached hereto as Exhibit D, and the list of Key Project Personnel attached hereto as Exhibit E.

B. Changes

The Preliminary Scope of Work in Exhibit B sets forth a preliminary outline of the steps and method that will be used to develop the Comprehensive Plan. The timeline set forth in Exhibit D is also preliminary. The Owner and Consultant have the right to modify those schedules to reflect necessary changes, provided that both Owner and Consultant agree to use diligence and professionalism to complete the services plan in a timely manner. The services may be extended but not unreasonably delayed.

No changes shall be made in the Project Cost and Budget unless an amended contract is executed by both parties. No such contract amendment shall be effective unless approved by the Village of Oak Park Board of Trustees and approved by HUD.

C. Completion

The Services shall be considered complete upon adoption of the Comprehensive Plan by the Village of Oak Park Board of Trustees, provided however, that Consultant agrees to perform a community evaluation one year after the adoption of the Comprehensive Plan as indicated on the scope of services. The Consultant will perform this service at no charge.

III. Consultant's Personnel and Subcontractors

A. Consultant's Personnel

Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in Exhibit E. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel can be reached during business hours. Consultant may not make changes to the Key Project Personnel without prior notice and the written approval by Owner, which approval shall not be unreasonably withheld, conditioned or delayed.

B. Approval and Use of Subcontractors

Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. The subcontractors listed in Exhibit E are deemed approved by Owner and are considered "Key Project Subcontractors" who shall not be changed without Owner's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Every reference in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant. Every subcontract shall include a provision binding the subcontractor to all provisions of this Contract.

C. Responsibility for Services

Owner's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant.

V. Required Submittals and Ownership of End Product

A. Submittals Required.

Consultant shall submit to Owner all written reports, documents, data, and information required as part of the Services, including, the final Comprehensive Plan.

B. Ownership and use of End Product Deliverables

The final plan as well as any drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared by Consultant in connection with any or all of the Services ("**Documents**") shall be and remain the property of Owner upon completion of the project and payment to the Consultant of all amounts due under this Contract. The Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents for a period of three (3) years from the expiration of the Contract Time unless Owner shall consent in writing to the destruction of the Documents prior to the termination of such period. Consultant shall make, and shall cause all of its subcontractors to make the Documents available for Owner's review, inspection and audit during the entire term of this Contract.

Consultant shall have the right to use the Comprehensive Plan and other work product prepared by Consultant for promotional purposes.

Owner shall provide professional credit for Consultant in Owner's development, promotional and other materials which include Consultant's Work Products.

VI. Owner's Responsibilities

A. Designate Representative

Owner designates Craig Failor, Village Planner, to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require the hearing or approval of the Oak Park Plan Commission or the Village President and Board of Trustees.

B. Provide Plans, Surveys and Documents

Owner shall provide Consultant with all existing studies, reports, surveys, legal limitations and other available data relevant to the Project.

C. Cooperate in the Delivery of Services

Owner shall fully cooperate with the Consultant in the delivery of services, including (i) providing for the prompt review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (ii) attending Project related meetings; and (iii) giving prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under the Contract schedule, and (iv) convening meetings of the Oak Park Plan Commission and Village Board of Trustees as necessary to conduct public hearings and provide approvals of the Comprehensive Plan.

D. Owner's Services

The Owner shall provide all accounting, insurance, and legal services as may be necessary from time to time in the judgment of Owner to protect Owner's interests with respect to the Project.

VII. Owner's Right to Terminate or Suspend Services for Convenience

A. Termination or Suspension for Convenience.

Owner shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Any such notice shall state the extent and effective date of such termination or suspension. On the effective date, Consultant shall, as and to the extent directed, cease providing the Services under this Contract, and terminate any subcontracts.

B. Payment for Completed Services.

In the event of any early termination, Owner shall pay Consultant (1) any approved invoices for services incurred prior to termination, including amounts reasonably incurred by the Consultant for out of pocket costs Consultant paid or incurred up to the effective date of termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

VIII. Payment

A. Contract Price

The Consultant shall be compensated for the services at the hourly rates set forth on ____, provided that the total amount for those services shall not exceed \$200,000. This total not to exceed amount includes professional services as well as all costs and expenses.

B. Progress Payments

The Contract Price shall be paid not more frequently than once each month.

C. Pay Requests

The Consultant shall submit invoices to the Village using forms provided by the Village and approved by HUD. The Village will review and approve Consultant's invoices and submit the approved portions of those invoices to HUD for payment. Invoices must be accompanied by such receipts, vouchers, and other documents as may be reasonably necessary to establish costs incurred for all professional services, costs and expenses covered by the invoice. The Contractor agrees to use any invoice forms required by HUD. Invoices must include the (a) Project Personnel identity, classification, rates per hour, and hours worked by each classification billed in at least quarter of an hour increments; and (b) for each phase the total amount billed in the current period, the total amount billed to date, and, the estimated percent completion.

D. Final Payment

As soon as practicable after adoption of the Comprehensive Plan, Owner shall pay to Consultant the balance of the Contract Price, after deducting therefrom all charges against Consultant provided for in this Contract. The acceptance by Consultant of Final Payment with respect to the Services shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities,

losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as Consultant reserved in writing at the time of submitting its invoice for Final Payment.

E. Deductions

1. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's rights or remedies, Owner shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) asserted claims of subcontractors, suppliers, or other persons performing-consultants services; (4) delay in the progress or completion of the Services; (5) inability of Consultant to complete the Services; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Contract; or (8) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in this Contract. Owner must notify Consultant of cause for withholding in writing.
2. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to this Contract until Consultant shall have either performed the obligations or resolved the claim in question or furnished security for such performance reasonably satisfactory to Owner.

F. Accounting

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner at the offices of Consultant, at all reasonable times during this Contract and for a period of three years following termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

IX. Remedies

A. Owner's Remedies

If it should appear at any time prior to Final Payment that Consultant has failed or refused to prosecute, or has delayed in the prosecution of the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Consultant's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to resolve asserted claims of subcontractors, suppliers or other persons performing consulting services ("**Event of Default**"), and has failed to cure, or has failed to

reasonably commence to cure any such Event of Default within fifteen business days after Consultant's receipt of written notice of such Event of Default from Owner, then Owner shall have the right, in addition to any other remedies that might be available to it by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Consultant and the Services into compliance with this Contract.
2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract except for amounts due for services performed prior to termination.
3. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant any and all costs including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to an Event of Default, including, but not limited to costs to terminate the contract and additional costs as result of securing replacement services.

B. Consultant's Remedies

Owner shall be deemed in default of its obligations under this Contract (also an "Event of Default") if Owner's failure to perform any of its obligations under this Agreement, including but not limited to failure to make payments in accordance with this Contract. The Consultant shall notify Owner of any circumstances that the Consultant believes to be an Event of Default and shall allow Owner fourteen (14) days in case of a monetary Event of Default, and a reasonable amount of time to proceed to cure a non-monetary Event of Default (which period of time shall be no more than thirty (30) calendar days). If Owner has failed to proceed to cure the Event of Default within such cure period, the Consultant may declare Owner to be in default; provided, however, if such Event of Default cannot reasonably be cured within the cure period, the Consultant may not declare a default hereunder so long as Owner diligently pursues action to cure such Event of Default. Written notification of any decision of the Consultant to declare Owner in default shall be provided to Owner, and such decision shall be final and effective upon Owner's receipt of such notice. The Consultant has the sole discretion to declare Owner in default. If Owner fails to cure any Event of Default, Consultant shall have the right to terminate this Agreement effective at a time specified by the Consultant or the right to recover money damages in an amount not to exceed the incurred but unpaid costs for professional services, costs and expenses as detailed in the Contract Budget set forth in Exhibit C.

X. LEGAL RELATIONSHIPS AND REQUIREMENTS

A. Binding Effect

This Contract shall be binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

B. Relationship of the Parties

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

C. No Collusion

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Consultant hereby represents that the only persons, firms, or corporations interested in this Contract are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

D. Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person, or delivered by commercial courier or messenger service or sent via fax on a business day at the address or fax number set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Attention: Craig Faylor
Village Planner

Notices and communications to Consultant shall be addressed to, and delivered at, the following address:

Houseal Lavigne Associates
134 N. LaSalle Street, Suite 1100
Chicago, IL 60602
Attention: John A. Houseal, Principal

By notice complying with the requirements of this Section, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

E. Governing Law

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

F. Compliance with Laws and Grants

In connection with performing the Services, Consultant shall comply with all statutes, ordinances, rules, and regulations including those specifically set forth in HUD Cooperative Agreement.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

HOUSEAL LAVIGNE

VILLAGE OF OAK PARK

By: _____
John Houseal, Principal

Cara Pavlicek, Interim Village Manager

- Attachment A: Cooperative Agreement between Village of Oak Park and HUD
- Attachment B: Scope of Services
- Attachment C: Project Budget
- Attachment D: Schedule of Services
- Attachment E: Key Project Personnel

REVIEWED AND APPROVED
AS TO FORM

JUN 15 2012

LAW DEPARTMENT

- Attachment A: Cooperative Agreement between Village of Oak Park and HUD
- Attachment B: Scope of Services
- Attachment C: Project Budget
- Attachment D: Schedule of Services
- Attachment E: Key Project Personnel

EXHIBIT A
Housel Lavigne Contract / Comprehensive Plan

Assistance Award/Amendment

U.S. Department of Housing and
Urban Development
Office of Administration

1. Assistance Instrument <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. Instrument Number CCPIL0052-11	4. Amendment Number 1	5. Effective Date of this Action	6. Control Number
7. Name and Address of Recipient The Village of Oak Park, IL 123 Madison Street Oak Park, IL: Illinois 60302-4272 Phone: 708-358-5411 Fax: 708-358-5114		8. HUD Administering Office HUD, Office of Sustainable Housing and Communities 451 Seventh Street, S.W., Room 10180 Washington, DC 20410	
10. Recipient Project Manager Tammie Grossman, Housing Programs Manager		8a. Name of Administrator J. Malcom Smith	8b. Telephone Number 202-402-6472
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price		9. HUD Government Technical Representative Stephen A. Cerny, Stephen.A.Cerny@hud.gov	
12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse		13. HUD Payment Office CFO Accounting Center Administrative Accounting Division, 6AFF, P.O. Box 901013, Fort Worth, TX 76101	
14. Assistance Amount		15. HUD Accounting and Appropriation Data	
Previous HUD Amount	\$0.00	15a. Appropriation Number 861/30162	15b. Reservation number CCPIL0052-11
HUD Amount this action	\$2,916,272.00	Amount Previously Obligated	\$0.00
Total HUD Amount	\$2,916,272.00	Obligation by this action	\$2,916,272.00
Recipient Amount	\$5,752,825.00	Total Obligation	\$2,916,272.00
Total Instrument Amount	\$8,669,097.00		

16. Description

Employer Identification Number: 36-6006027

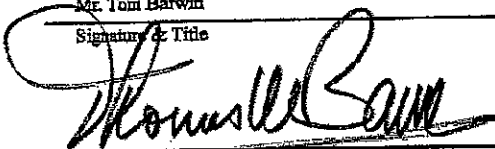

Program Code: CCP

This instrument (the HUD-1044, HUD-1044 Continuation Sheet) sets forth a legally binding agreement between the parties as to all amounts, deliverables, tasks, period of performance, terms and conditions, here within, whether implicitly stated or referenced. The Recipient certifies that all administrative and financial provisions of this instrument are in and will continue to be in compliance for the duration of the period of performance. All covenants, referenced or stated, are agreed to by the recipient upon signing this instrument.

This grant instrument consists of the following, some of which are incorporated by reference:

1. HUD-1044 and HUD-1044 Continuation Sheet(s)
2. Grant Agreement Terms and Conditions
3. HUD 424-CBW, Total Budget Summary
4. Grant Deliverables (See HUD 1044 Continuation Sheet)
5. Work Plan/Logic Model (Tasks within Work Plan are considered deliverables)
6. OMB Circulars A-87, A-133 and A-102, which is incorporated in 24 CFR Part 85
7. Office of Sustainable Housing and Communities (OSHC) Program Policy Guidance.
8. Notice of Funding Availability (FR-5500-N-33)

Period of Performance is 36 months from February 1, 2012 to January 31, 2015.

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) Mr. Tom Barwin		20. HUD (By Name) J. Malcom Smith	
Signature & Title 	Date (mm/dd/yyyy) 1-30-2012	Signature & Title 	Date (mm/dd/yyyy) 02/08/2012

REVIEWED AND APPROVED
AS TO FORM

form HUD-1044 (8/90)
ref. Handbook 2210.17


JAN 30 2012

LAW DEPARTMENT

EXHIBIT A
Housel Lavigne Contract / Comprehensive Plan

HUD CONTINUATION SHEET

Instrument No: CCPIL0052-11

1. BUDGET

	HUD Amount	Match /Leverage Amount	Total
Direct Labor	\$0.00	\$55,518.00	\$55,518.00
Fringe Benefits	\$0.00	\$19,985.00	\$19,985.00
Travel	\$7,389.00	\$0.00	\$7,389.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00
Consultants	\$0.00	\$0.00	\$0.00
Contracts	\$2,908,883.00	\$5,677,322.00	\$8,586,205.00
Construction	\$0.00	\$0.00	\$0.00
Other Direct Cost	\$0.00	\$0.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00
Total	\$2,916,272.00	\$5,752,825.00	\$8,669,097.00

If the grantee's match/leverage contribution is less than \$5,752,825.00 the Government reserves the right to negotiate new line items and/or amounts to satisfy the grantee's requirement or to reduce the Government's share proportionally. The grantee shall notify HUD at any time it believes it will not meet its match requirement. In addition, the grantee shall obtain HUD approval regarding any changes concerning the intended use of matching funds. If the grantee exceeds the dollar amount shown above, there will be no impact on the Federal share.

2. AMOUNT OF COST SHARE

The estimated cost for the performance of this grant is \$8,669,097.00. HUD shall not be obligated to reimburse the Village of Oak Park in excess of \$2,916,272.00. The Grantee agrees to bear without reimbursement from HUD \$5,752,825.00 of the total costs. However, in the event that the Grantee incurs cost in excess of the total estimated project cost of \$8,669,097.00; all such excess costs shall be borne entirely by the Grantee.

3. KEY PERSONNEL

The personnel specified below are considered to be essential to the work being performed hereunder:

Name	Title	% of time on the grant
Tammie Grossman	Housing Programs Manager	10%
Craig Lesner	Chief Finance Officer	1%
Rob Cole	Assistant Village Manager	1%

4. SUBSTANTIAL INVOLVEMENT

HUD's Office of Sustainable Housing and Communities will work in partnership with its grantees to advance the program objectives of the grant program. The Cooperative Agreement allows for substantial involvement of HUD staff to enhance the performance of the grantee in the completion of their deliverables.

Anticipated substantial involvement by HUD staff may include, but will not be limited to:
Studies and Reports

- Review potential amendment recommendations to the study design and/or Workplan.
- Review and provide recommendations in response to semi-annual progress reports (e.g., amendments to study design based on preliminary results).
- Review and provide recommendations on the final report/study, including final interpretation of study results.

EXHIBIT A
Housel Lavigne Contract / Comprehensive Plan

HUD CONTINUATION SHEET

Instrument No: CCPII0052-11

Approvals and Reviews

- Authority to halt activity if specifications or work statements are not met;
- Review and approval of one stage of work before another can begin;
- Review and approval of substantive provisions of proposed sub-grants or contracts beyond existing Federal policy;
- Approval of workplan adjustments based on changing conditions and needs documented in the cohort targeted for capacity building.
- Review and approval of key personnel

Participation and Monitoring

- Monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with other projects;
- HUD and recipient collaboration or joint participation;
- Implementing HUD requirements which limit recipient discretion;
- Coordination of complementary activities from respective capacity building intermediaries, including determining if workplans require adjustments based on changing conditions;
- Where appropriate substantial, direct HUD operational involvement or participation during the assisted activity.

5. INDIRECT COSTS/PROVISIONAL RATE

N/A

6. AUDIT INFORMATION

The Village of Oak Park submitted an audit report conducted by the SIKICH, LLP for the year ending December 31, 2009. The audit report attests to Village of Oak Park practice of generally accepted accounting principles and compliance with laws and regulations relating to government auditing standards. The internal control structure has been reviewed in accordance with OMB Circular A-133 and found to be in compliance with requirements that are applicable to certain of its major federal programs.

7. REPORTS AND DELIVERABLES

List of Deliverables:

1. Final Workplan and Logic Model: 60 calendar days
2. Updated comprehensive plan that incorporates the Collaborative's transit-oriented and affordable housing development analyses for the following communities: Oak Park, Forest Park, Bellwood and Maywood
3. Create an acquisition and predevelopment fund to support affordable housing.

Reports:

4. Bi-Annual Reporting.
5. Additional Reporting Requirements: Additional reporting requirements as outlined in the NOFA (FR-5500-N-33), FY11 HUD General Section (FR-5500-N-01) and 2 CFR 85.40.

8. SPECIAL CONDITIONS

N/A

EXHIBIT A
Housel Lavigne Contract / Comprehensive Plan
U.S. Department of Housing and Urban Development
Office of Sustainable Housing And Communities

COOPERATIVE AGREEMENT PROVISIONS

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A. GENERAL

1. Overview of Award Implementation

This cooperative agreement/grant (also referred to as *Agreement*) is between the Grantee (*Recipient*) identified in Block 7 of the form HUD-1044, and the U.S. Department of Housing and Urban Development. The award agreement consists of the form HUD-1044, any special conditions, and these Cooperative Agreement Terms and Conditions.

In signing this *Agreement*, the Grantee agrees to comply with all the requirements and conditions contained herein.

The provisions of the Notice of Funding Availability (NOFA) are hereby incorporated into this *Agreement*.

The Grantee's rights under this *Agreement* may not be assigned without the prior written approval of HUD.

The Grantee shall complete and submit a revised management and work plan, deliverables outcomes and budget within 60 calendar days after the effective date of the grant. These revisions shall update the general/basic plan submitted with the proposal and include any changes to the proposed work plan, budget, performance measures and deliverables, negotiated between HUD and the grantee. These revisions should be developed according to the instructions provided by the HUD Government Technical Representative identified on the form HUD-1044. Should you not address these specific issues, your grant may be terminated on the basis of failure to conclude negotiations or to provide HUD with requested information, in accordance with the General Section of the NOFA for which you applied.

2. Purpose

The purpose of this *Agreement* is as stated in the "Purpose of the Program" section of the NOFA.

3. Definitions

- a. "Cooperative Agreement" means an agreement in which the Federal Government provides funding authorized by public statute where the government plays a substantial role in assisting the funding recipient.
- b. "Equipment" means a tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.
- c. "DUNS" means Dun and Bradstreet Data Universal Numbering System.

- d. "Grant Officer (GO)" means the HUD individual who is responsible for processing and executing grant award, change in key personnel, change of scope, budget transfers, change of period of performance, and other administrative changes that would require a modification to the agreement. This term also refers to designated HUD Officials authorized to execute and/or administer this grant.
- e. "Government Technical Representative (GTR)" means the HUD individual who is responsible for the technical administration of the grant, the evaluation of performance under the grant, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.
- f. "Government Technical Monitor (GTM)" means the individual responsible for assisting a Government Technical Representative (GTR) in the latter's performance of his/her duties. The GTM is also the responsible individual that will comply with the Office of Sustainable Housing and Communities devolution of authority under our Continuity of Operations Plan (COOP). Should the National Capital Region become non-operational due to emergency conditions, the approval of vouchers and the authority to pay vouchers will transfer to the GTM until such time as the designation is lifted. The Government Technical Representative (GTR) will continue to be the point of contact for day-to-day management issues and responsibilities described above. In a state of emergency, HUD reserves the right to designate a GTR for COOP purposes.
- g. "Grantee" as used herein refers to the recipient of this cooperative agreement.
- h. "NOFA" means the Notice of Funding Availability, which announced the availability of funding for this grant.
- i. "NOPI" means Notice of Public Interest
- j. "OSHC" means the HUD Office of Sustainable Housing and Communities, or its successor Office, if any.
- k. "Publication" includes:
 - (1) Any document containing information for public consumption; or
 - (2) The act of, or any act which may result in, disclosing information to the public.
- l. "Recipient" Any entity other than an individual that received grant funds in the form of a grant, cooperative agreement or loan directly from the Federal government.

m. "Subaward" means:

(1) A legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that:

(a) The recipient awards to an eligible sub-recipient; or

(b) The sub-recipient at one tier awards to a sub-recipient at the next lower tier.

(2) The term does not include the recipient's procurement of property and services needed to carry out the project or program (see, generally, § .210 of the attachment to OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations").

(3) A subaward may be provided through any legal agreement, including an agreement that the recipient or a sub-recipient considers a contract.

n. "Sub-recipient" means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary to such a program. The sub-recipient may also be a recipient of other Federal awards directly from the Federal awarding agency. Guidance on distinguishing between a sub-recipient and a vendor is provided in § .210 of OMB Circular A-133 (2 CFR Part 180).

o. "Total Instrument Amount" is the amount under line item 14 of the HUD Form-1044 (Total Instrument Amount). This is the sum of the federal award and grantee match.

p. "Work Plan" refers to the Grantee's plan for addressing a specific service delivery need, and consists of designated work activities including tasks and subtasks as required by the program office; a timeline for completing the work; performance measures; outputs and outcomes identified to achieve the performance measures/goals; budget; and resources designated to complete the work.

B. PROGRAM REQUIREMENTS

1. Allowable Costs

a. This is a cost reimbursement award; the Grantee shall be reimbursed for certain costs, as described below, incurred in the performance of work in an amount not to exceed the obligated amount shown in block 15 on the Assistance Award Form (form HUD-1044). In the event the Grantee incurs costs in excess of the prescribed amount, the excess shall be borne entirely by the Grantee.

- b. HUD shall reimburse the Grantee for costs incurred in the performance of this award which are determined by the GTR and the Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as follows:

Cost Principles for State, Local, and Indian Tribal Governments	OMB Circular A-87	Relocated to 2 CFR, Part 225; http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html
Cost Principles for Non-profit Organizations	OMB Circular A-122	Relocated to 2 CFR, Part 230; http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf
Cost Principles for Educational Institutions	OMB Circular A-21	Relocated to 2 CFR, Part 220; http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf
Audits of States, Local Governments, and Non-Profit Organizations	OMB Circular A-133	Relocated to 2 CFR Part 180; http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf
Cost Principles for Commercial/For-profits	Federal Acquisition Regulations at 48 CFR Part 31.2	http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200948

- c. Direct Costs are the allocable portion of allowable costs incurred directly for the purposes of the grant. Detailed explanations of direct costs are provided in applicable OMB Circulars (A-21 (2 CFR Part 220), Cost Principles for Educational Institutions, A-87 (2 CFR Part 225), Cost Principles for State, Local, and Indian Tribal Governments, or A-122 (2 CFR Part 230), Cost Principles for Nonprofit Organizations, as applicable) that can be accessed at the White House website, www.whitehouse.gov/omb/circulars_default

2. Administrative Requirements

The grantee must adhere to all respective uniform administrative rules for Federal grants and cooperative agreements and subawards as follows:

Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations	24 CFR Part 84	http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_36446.doc
Administrative Requirements for Grants	24 CFR Part 85	www.hud.gov/offices/lead/librar

and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments		y/lead/24_CFRPART_85.pdf
Grants and Cooperative Agreements with State and Local Governments	OMB Circular A-102	http://www.whitehouse.gov/omb/circulars_a102
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations	OMB Circular A-110 (Relocated to 2 CFR Part 215)	http://www.whitehouse.gov/omb/fedreg/2005/083105_a110.pdf
Audits of States, Local Governments, and Non-Profit Organizations; and	OMB Circular A-133 (Relocated to 2 CFR Part 180),	http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf

3. Advance Payment By Treasury Check Or Electronic Funds Transfer

Advance payments by Treasury check or electronic funds transfer are hereby authorized under this grant. A Grantee that is subject to existing State program accreditation requirements may request an advance payment in writing, if applicable. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of the grant amount, and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the start up activities of this agreement and as agreed to by the Grant Officer. Neither these HUD funds nor non-HUD funds may be used for conducting interventions, remediation, rehabilitation, renovation or other activities that would physically alter any structure or property in any way. Refer to 24 CFR 58.34(a) for a list of exempt activities.

4. Amendments

This grant may be modified at any time by written amendment. Amendments, which reflect the rights and obligations of either party, shall be executed by both HUD (the Grant Officer) and the Grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer.

5. Amount of Cost Share (Estimated Cost And Payment – Leveraging) (See Block 14 of form HUD-1044)

The estimated cost for the performance of this grant is the “Total Instrument Amount”.

The Grantee shall be reimbursed by HUD for costs incurred in the performance of this grant. HUD shall not be obligated to reimburse the Grantee in excess of the “Total HUD Amount”. HUD reserves the right to withhold five-percent (5%) of the Federal grant amount pending the receipt and approval of a final progress report. See clause entitled “Final Report” for

more information. The proposed contribution to supplement HUD funds is the "Recipient Amount." The Grantee agrees to bear without reimbursement by HUD the "Recipient Amount" of the total costs. The Grantee is not obligated to contribute more than the "Recipient Amount". However, the Grantee shall be solely responsible for any costs in excess of the estimated cost of the "Total Instrument Amount".

The Grantee must satisfy all leveraging requirements in the NOFA. If the Grantee's actual leveraging contribution is less than "Recipient Amount" under Block 14 of the HUD 1044, the Government reserves the right to negotiate new line items and/or amounts to satisfy the Grantee's leveraged funds requirement, or to reduce the Government's share proportionally. The Grantee shall notify the Government at any time it believes it will not meet its leveraged funds requirement by the completion of the grant. If the Grantee exceeds the leveraged amount, there will be no impact on the Federal share. HUD reserves the right to withhold payments if leveraged funds are not spent.

Any funds requested by the Grantee shall be requested in accordance with the clause entitled, "Estimated Cost and Payment - Line Of Credit Control System (LOCCS)."

HUD reserves the right to withhold payment if leveraged resources are not spent.

6. Budget

The Grantee shall incur costs in conformance with the original or negotiated budget, presented with the proposal for this grant. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee.

If the Grantee has been contacted to submit documents to support the application that were not received prior to the execution of this grant, the Grantee will not be allowed to draw down funds in excess of 10% of the federal amount, until such time that the requirements have been met. HUD reserves the right to terminate an award if the required documents are not provided within 1 month from the date the written request was made.

Standard Form 425, Federal Financial Report (24 CFR Part 84.52 and/or 85.52), detailing leveraged funds or in-kind contributions shall be submitted on a bi-annual basis. As part of the closeout process a final narrative and a final Standard Form 425 detailing the progress made in achieving the purpose of the grant and adequate documentation of the total federal funds expended in support of the activities to achieve this purpose are due to the GTR 90 days after the end of the period of performance (See clause entitled "Closeout").

The Federal Financial Report (Standard Form 425) shall be submitted on a bi-annual basis and is due 30 days after the reporting period.

7. Central Contractor Registration (CCR)

Recipients and their first-tier sub-recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards.

8. Certifications and Assurances

The certifications and assurances submitted in the Grantee's application are hereby incorporated into this agreement. They include:

- a. Standard Form 424 or HUD 424, Application for Federal Assistance
- b. Certification and Disclosure Form Regarding Lobbying (SF-LLL)
- c. Applicant/Recipient Disclosure Update Report (HUD-2880)
- d. Certification Regarding Parties Excluded From Procurements
- e. Certification Prohibiting Excessive Force Against Non-Violent Civil Rights Demonstrators
- f. Certification/Disclosure Regarding federal Debt
- g. Certification Regarding a Drug-Free Workplace
- h. Codes of Conduct and Conflict of Interest

A grantee must notify the GTR of any changes in the status or information on the above items.

9. Changes

In accordance with 24 CFR 85.30 or 84.25, as applicable, Grantees or sub-grantees must obtain the prior approval of the awarding agency whenever any programmatic changes are anticipated, including but not limited to the following:

- a) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- b) Budget revisions that are 10% or more of the total HUD amount among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed 10% of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.
- c) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.
- d) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities, which are central to the purposes of the award.

10. Closeout

The Grantee shall provide the Grant Officer with closeout documentation 90 days after to the end of the performance period, consisting of the following five elements:

- Narrative Final Report summarizing activities conducted under the award, including significant outcomes resulting from the activities and problems encountered during the performance period;
- Federal Financial Report (SF-425) of the total Federal Funds expended;
- Completed Inventions, Patents, and Copyright Statement; and
- Completed Closeout Certification.

HUD will notify the Grantee in writing when the grant is closed. The Grantee has three areas of continuing responsibility after closeout of the grant:

- Records and materials must be kept in a safe place and be accessible to auditors and other government officials for three years after the grantee and all subgrantees/subcontractors make final payments and all other pending matters are closed. (If the grant is covered by 24 CFR Part 84, see related record retention requirements in 24 CFR 84.85(c)(2).) This requirement also extends to all subcontracts the Grantee has executed.
- Accountability for property continues as long as the Grantee holds the property, or for the period of time established by the agreement. Disposal of property must be in accordance with the rules established in the Property Management Standards referred to in the award. Program income, including royalties, must be used to support eligible activities.
- Notification to the Grant Officer if, at any time during the three-year period after project completion, the Grantee organization is discontinued or changes location. The Grant Officer should be notified immediately of the new address or the address of the party retaining all records.

11. Collection Of Data

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501— 3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, a time element is involved here, which may considerably lengthen the time required for completion of the project proposed. Careful consideration should be given to any proposal, which requires the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

- a) The Grantee is conducting the collection of information at the specific request of HUD; or

- b) The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the "sponsor" of the information collection.

12. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) (Transparency Act)

Applicants receiving an award from HUD should be aware of the requirements of the Transparency Act. The Transparency Act requires the establishment of a central website that makes information available to the public regarding entities receiving federal financial assistance, by not later than January 1, 2008. In fulfillment of the requirements of the Act, OMB launched <http://www.USAspending.gov> in December 2007. The website makes information available to the public on the direct awards made by the federal government. The Transparency Act also requires, beginning not later than January 2009, that data on subawards be made available on the same website.

In anticipation of the implementation of this requirement, HUD is placing awardees of its FY2010 competitive funding on notice of these requirements and that, once implemented, grantees will be required to report their subaward data to HUD or a central federal database. The only exceptions to this requirement under the Transparency Act are:

- 1) Federal transactions below \$25,000;
- 2) Credit card transactions prior to October 1, 2008;
- 3) Awards to entities that demonstrate to the Director of OMB that the gross income of such entity from all sources did not exceed \$300,000 in the previous tax year of such entity; and
- 4) Awards to individuals. Guidance for receiving an exception under item (3) above has not been finalized by OMB.

HUD is responsible for placing award information for direct grantees on the government website. The reporting of subaward data is the responsibility of the grantee. Grantees should be aware that the law requires the information provided on the federal website to include the following elements related to all subaward transactions, except as noted above:

- 1) The name of the entity receiving the award;
- 2) The amount of the award;
- 3) Information on the award, including the transaction type, funding agency, the North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- 4) The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country;

- 5) A unique identifier of the entity receiving the award and of the parent entity of the recipient (the DUNS number), should the entity be owned by another entity; and
- 6) Any other relevant information specified by OMB.

13. Conduct of Work

During the effective period of this grant, the GTR and/or the GTM identified in Block 9 of the HUD-1044 shall be responsible for monitoring the technical effort of the Grantee, unless the Grantee is notified in writing by the Grant Officer of a replacement.

Only the Grant Officer has the authority to authorize deviations from this grant, including deviations from the Work Plan. In the event the Grantee does deviate without written approval of the Grant Officer, such deviation shall be at the risk of, and any costs related thereto shall be borne by, the Grantee.

14. Confidentiality

The service provider (e.g., the Grantee and any subgrantees, subcontractors or vendors) must maintain confidential files on individual program beneficiaries served. Recipient staff must keep paper files in a locked filing cabinet and protect all electronic files related to individual beneficiaries with a personal password.

The service providers shall maintain primary access to individual beneficiary files. Other project management staff may have access to these files only if they contain a "release of information" consent form signed by the individual beneficiary. A release of information form must clearly indicate which parties may have access to an individual beneficiary's file. Such parties might include the management staff and HUD staff. Recipient staff must only share individual beneficiary files with those parties listed on the signed form. If an individual beneficiary has not signed the consent form the parties listed may not read that individual beneficiary's file.

These categories serve as guidelines to recipient staff and management staff. The recipient must determine if the individual beneficiary's confidential information will significantly affect the safety and security of that individual or the recipient organization itself.

15. Contact Information Updates

The Grantee shall inform the Grant Officer and GTR of any changes in contact information, including the organization's name, address, telephone, e-mail, and key personnel.

16. Copyrights

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this

grant; and (b) any rights of copyright to which a Grantee or sub-grantee or a contractor purchases ownership with award funds.

17. Default and Disputes

The Grantee is in default if one or more of the following occurs:

1. Any use of award agreement funds for a purpose other than as authorized by this Agreement;
2. Any material noncompliance with Federal, State, or local laws or regulations as determined by HUD;
3. Any other material breach of this award agreement, or
4. Any misrepresentation in the application submissions which, if known to HUD, would have resulted in this award not being provided.
5. Failure to meet any reporting requirement.

If HUD determines preliminarily that the recipient is in default as described in items 1-5, above, HUD will give the recipient notice of this determination and the corrective or remedial action proposed by HUD. The recipient shall have an opportunity to demonstrate, within the time prescribed by HUD (not to exceed 30 days from the date of the notice), and on the basis of facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate, before HUD implements the corrective or remedial action.

Where HUD determines that corrective or remedial actions by the recipient have not been undertaken as instructed, or will not be effective to correct the default and to prevent further default, HUD may take the following additional corrective and remedial actions under this award agreement:

1. Reduce the award in the amount affected by the default.
2. Take action against the recipient under 24 CFR Part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards.
3. Demand repayment of all award amounts.
4. Initiate litigation or other legal proceedings designed to require compliance with the statute, regulations, any terms or conditions of this award agreement, or other pertinent authorities.
5. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee.
6. Withhold further payments.
7. Take any other remedial action legally available.

During performance of the grant, disagreements may arise between the Grantee and the Grant Officer on various issues. If a dispute concerning a question of fact arises, the Grant Officer shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the Grantee. The Grantee may appeal the decision in writing within thirty (30) days to the Deputy Secretary of HUD, or his or her designated representative,

the Director, Office of Sustainable Housing and Communities.

Failure to comply with the requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions, may result in HUD taking action to limit access to program funds. Actions by HUD may include, but are not limited to: requiring that reports and financial statements be submitted to the Grant Officer/GTR for approval before drawing down any funds; removing the Grantee from the eLOCCS; suspending the ability to incur costs or draw funds; and/or suspending or terminating the Grant for non-performance.

HUD may, on reasonable notice to the Grantee, temporarily suspend the award and withhold further payments pending corrective action by the Grantee. The award may be terminated in whole or in part before the end of the performance period for cause when the Grantee has failed to comply with the terms, conditions, standards, or provisions of this award. The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

18. Deliverable Products

During the performance period, the recipient is required to submit to the GTR Official Work Products. These include but are not limited to progress reports; financial reports, closeout documentation; products specified in the Work Plans, such as reports for HUD and the public on activities conducted and results achieved, etc. Failure to submit required documents on time may cause the Grant Officer to take action to suspend or terminate the award.

19. Equipment

When acquiring equipment, the Grantee shall comply with the requirements set forth in 24 CFR 84.34 or 24 CFR 85.32, whichever is applicable, OMB Circular A-87 (2 CFR Part 225), and OMB Circular A-122 (2 CFR Part 230).

20. Estimated Cost and Payment - Line Of Credit Control System (LOCCS/eLOCCS)

The Grantee shall be reimbursed for costs incurred in the performance of work under this grant in an amount not-to-exceed "Total HUD Amount" in Block 14 of the HUD 1044. In the event the Grantee incurs cost in excess of this amount, the excess shall be borne entirely by the Grantee.

Incurred costs shall be reimbursed through HUD's Line of Credit Control System (LOCCS) using the eLOCCS web based system. Each day LOCCS generates a payment tape for the Department of the Treasury, which disburses the payments via the Automated Clearinghouse (ACH) Payment System and a Voucher and Schedule of Payments. All payments are certified by HUD and forwarded to Treasury for processing.

Before receiving funds from the eLOCCS, the Grantee must designate a financial institution for HUD to make direct deposit payments through the ACH system. In the event the Grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer 30 days prior to the date such change is to become effective.

To have access to LOCCS and the eLOCCS, the Grantee shall obtain a Security ID and Password from HUD's LOCCS Security Officer, using the form HUD-27054, LOCCS Voice Response /eLOCCS Access Authorization Form.

The Grantee shall submit the original vouchers for work performed to the GTR identified in Block 9 of the form HUD-1044. The voucher shall be supported by a detailed breakdown of the cost(s) claimed (Grantees are to use the Part 3 Financial Reporting Attachment included in Policy Guidance 2001-03). In order to assure proper payment, it is important that the voucher is in accordance with the payment amount requested through the eLOCCS. Payment requires the Grantee to go to eLOCCS and provide the Security ID number and requested information. Detailed instructions for using the LOCCS/eLOCCS were provided in HUD's Transmittal Letter for your award.

Funds advanced to the Grantee shall be maintained in an interest bearing account. Any interest earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD.

All check remittances should be sent to the new Miscellaneous Lockbox as follows:

Bank of America
DHUD P.O. Box 277303
Atlanta, GA 30384-7303

If the Grantee is a State, local government or Indian Tribe, the Grantee may retain up to \$100.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 85.21).

If the Grantee is a University, non-profit or for profit organization, the Grantee may retain up to \$250.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 84.22).

State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA), as it pertains to interest.

Other funds due to HUD after the end date of the grant or close-out, as a result of internal audit or other reasons, will be returned to the GTR identified in Block 9 of the form HUD-1044 of this grant.

Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, or fail to provide any

required progress report in a timely manner, the authorization for advance payments may be revoked. The Grantee may then be required to finance the project with its own working capital and payment to the Grantee may be made by Treasury check to reimburse it for actual cash disbursements that are approved by the GTR.

21. Environmental Review

This Environmental Review section applies to grantees that will conduct site control or land acquisition (Category 2- Detailed Execution Plans and Programs), as described in the NOFA.

Activities that involve site control or acquisition are subject to HUD environmental review under 24 CFR Part 50. For projects involving these activities, HUD's notification of award constituted only a preliminary approval by HUD subject to the completion of an environmental review of the proposed site(s). Selection for participation and the execution of this Agreement do not constitute approval of the proposed site(s). Each proposal involving site control or acquisition is subject to a HUD environmental review, and the Grantee's proposal may be modified or the proposed sites rejected as a result of that review.

The Grantee shall not acquire, rehabilitate, demolish, convert, lease, repair, or construct property, nor commit or expend HUD or local funds for these program activities with respect to any eligible property, until HUD approval of the property is received. An option agreement on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is subject to a determination by HUD on the desirability of the property for the project as a result of the completion of the HUD environmental review and the cost of the option is a nominal portion of the purchase price.

The Grantee shall assist HUD in complying with 24 CFR Part 50; shall supply HUD with all available, relevant information necessary for HUD to perform an environmental review for each property, as requested by HUD; and, shall carry out mitigating measures required by HUD or select alternate eligible property if required by HUD..

22. Fair Housing and Civil Rights Laws

- a) The Grantee represents, warrants, and certifies to HUD that it shall comply with all applicable Federal statutes, regulations, and requirements relating to non-discrimination and equal opportunity identified in HUD's regulations at 24 CFR § 5.105(a), and assure such compliance of any of its sub-grantees under this Agreement, including the following:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-4) and implementing regulations at 24 CFR part 1, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;

2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681:1683, 1685:1688) and implementing regulations at 24 CFR part 3, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance;
 3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development;
 4. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) and implementing regulations at 28 CFR part 35;
 5. The Fair Housing Act (42 U.S.C. §§ 3601-19) and implementing regulations at 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act;
 6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063; and
 7. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) and implementing regulations at 24 CFR part 146, Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
- b) The Grantee represents, warrants, and certifies to HUD that it shall administer its grant in a manner that affirmatively furthers fair housing and that, at a minimum, it shall carry out all actions to affirmatively further fair housing as proposed in its application for financial assistance under the Sustainable Communities Initiative Grant Programs.
- c) The Grantee represents, warrants, and certifies to HUD that it shall ensure that employment, contracting, and other economic opportunities generated by the Sustainable Communities Initiative Grant Programs shall, to the greatest extent feasible, be directed to low- and very low-income persons pursuant to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135.
- d) Grantees are required to cooperate and assist HUD in its nondiscrimination and equal opportunity compliance activities and are required to maintain and submit racial, ethnic, disability, and other demographic data pursuant to HUD's nondiscrimination and equal opportunity regulations including those at 24 CFR §§ 1.6, 8.55, 107.30, and 121.2.

23. Flow Down Provisions

If the Grantee contracts or subawards funds under this agreement with a person or entity to perform work under this award, the Grantee shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors and subgrantees comply with the requirements of the grant and reporting provisions as set forth in these terms and conditions or as established by HUD and the Office of Management and Budget (OMB)

The Terms and Conditions of this agreement flow down to all tiers of subgrantees. First tier subgrantees are required to obtain a DUNS numbers (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; www.ccr.gov) no later than 120 days after execution of this agreement.

24. HUD's Right to Audit and Disallow and Recover Funds

The government reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this agreement based upon HUD review, the final audit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency has already conducted one.

25. HUD's SUBSTANTIAL INVOLVEMENT

HUD's Office of Sustainable Housing and Communities will work in partnership with its grantees to advance the program objectives of the grant program. The Cooperative Agreement allows for substantial involvement of HUD staff to enhance the performance of the grantee in the completion of their deliverables.

Anticipated substantial involvement by HUD staff may include, but will not be limited to:
Studies and Reports

- Review potential amendment recommendations to the study design and/or Workplan.
- Review and provide recommendations in response to bi-annual progress reports (e.g., amendments to study design based on preliminary results).
- Review and provide recommendations on the final report/study, including final interpretation of study results.

Approvals and Reviews

- Authority to halt activity if specifications or work statements are not met;
- Review and approval of one stage of work before another can begin;
- Review and approval of substantive provisions of proposed sub-grants or contracts beyond existing Federal policy;
- Approval of workplan adjustments based on changing conditions and needs documented in the cohort targeted for capacity building.
- Review and approval of key personnel

Participation and Monitoring

- Monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with other projects;
- HUD and recipient collaboration or joint participation;
- Implementing HUD requirements which limit recipient discretion;
- Coordination of complementary activities from respective capacity building intermediaries, including determining if workplans require adjustments based on changing conditions;
- Where appropriate substantial, direct HUD operational involvement or participation during the assisted activity.

26. Incurrence of Costs

The Grantee is allowed to incur costs for activities beginning the effective date of the award as stated on the HUD-1044 under period of performance. Any costs incurred before the date are not allowable unless specifically authorized in writing by the Grant Officer or GTR.

At a minimum, grantees are required to drawdown funds on a quarterly basis. An e-LOCCS Request Voucher for Grant Payment (HUD form 27053) must be used to be reimbursed for award funds. Any funds requested by the Grantee shall be requested in accordance with the clause entitled, "Estimated Cost and Payment - Line of Credit Control System (LOCCS)."

27. Indirect Costs

For grantees without a federally approved indirect cost rate, a provisional indirect cost rate, pending establishment of a final rate, will be applied to this grant. Reimbursement will be made on the basis of the provisional rate. By accepting this agreement, the Grantee agrees to bill at the provisional indirect cost rate until an approved indirect rate agreement becomes effective. Adjustments will be made from the provisional rate to the final rate. However, such adjustments must be within the total amount of the award as stated in Block #15 of the HUD-1044.

28. Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR. The GTR may receive recommendations from assigned GTMs.

29. Inspector General Referrals

The Grantee or any subgrantee, subcontractor or other sub-recipient awarded funds shall promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

30. Limitation on Consultant Payments

Per the requirements of the NOFA, federal funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant, whether retained by the federal Government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate. See the Office of Personnel Management Website, www.opm.gov, and its Salaries and Wages link for the current base rate, which may be lower than the local rate.

31. Limitation on Payments to Influence Certain Federal Transactions

Section 1352 of Title 31 of the U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

32. Lobbying Activities Prohibition

The Grantee is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87 and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

33. Management and Work Plan

The management and work plan, deliverables and budget revisions shall comply with the requirements established by the NOFA. The Grantee shall complete and submit a detailed management and work plan within 60 days after the effective date of the grant; this plan is subject to review and approval by HUD. The revisions to the general plan submitted in the proposal shall include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions that will be provided by the GTR.

The management and work plan consist of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary).

34. Monitoring

The responsible Departmental official, GTR, or designee may review and monitor the practices of the Grantee to determine whether it is in compliance with this Agreement or other requirements that arise as a result of the Grant Award. The GTR will also provide performance monitoring by tracking Grantee's progress in meeting the goals and objectives of the program.

35. Order of Precedence

In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

- a) HUD 1044 Cooperative Agreement
- b) NOFA
- c) Management and Work Plan.
- d) Uniform Administrative Requirements.
- e) Grantee's Proposal (if incorporated)

36. Patent Rights (Small Business Firms And Nonprofit Organizations)

Patent rights are as specified in 37 CFR Part 401, entitled "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements." Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grant Officer
Office of Sustainable Housing and Communities
U.S. Department of Housing and Urban Development
451 Seventh Street SW, Room 10180
Washington, DC 20410-3000

37. Period of Performance and Extensions and Incurring Costs or Obligorating Federal Funds Beyond the Expiration Date

a) The Grantee shall provide all services stipulated in this cooperative agreement for the period of months specified in the form HUD 1044, "Assistance Award/Amendment," or its Continuation Sheet, from the effective date stipulated in Block #5 of the HUD 1044. Grantees are to comply with the requirements of 24 CFR 84.28 or 24 CFR 85.23 (Period of availability of funds), as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated within the period of performance.

b) The Grantee shall not incur costs or obligate federal funds for any purpose pertaining to the operation of the project or program, 30 days prior to the end of the period of performance. The only costs which are authorized during the last 30 days of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grant Officer.

The Office of Sustainable Housing and Communities has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding is at the sole discretion of that Office.

38. Personnel

The personnel, specified as key personnel in the original or amended HUD form 2010 (Rating Factor Form), Factor 1, Capacity of the Applicant and Relevant Organizational Experience, are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other work, the Grantee shall notify the Grant Officer and GTR reasonably in advance in writing and shall submit justification (including proposed substitutions (with the qualifications and experience of the substitute personnel)) in sufficient detail to permit evaluation of the impact on the work effort. No diversion shall be made by the Grantee without the written consent of the Grant Officer.

39. Profit/Fee

No increment above cost, fee, or profit may be paid to the Grantee or any subgrantee under this award.

40. Program Income

Any program income derived as a result of this award shall be added to funds committed under the award to further activities eligible for assistance under this agreement. If not contained in the Work Plan or under Special Conditions itemized in these provisions, prior to using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income. Program income received after the period of performance must be used to further the objectives of the applicable grant program for which this grant is awarded in accordance with 24 CFR 84.24 or 85.25, as applicable.

41. Prohibited Use of Funds

You may not use funds for the following ineligible activities:

- (a) Ineligible administrative activities under OMB Circular A-102 (24 CFR Part 85), Grants and Cooperative Agreements with States and Local Governments; OMB Circular A-110 (2 CFR Part 215) Uniform Administrative Requirements for Grants and Cooperative Agreement with Institutions of Higher Education, Hospitals and other Non-Profit Organizations;
- (b) Ineligible costs under OMB Circular A-87 (2 CFR Part 225), Cost Principles for State and Local and Indian Tribal Governments; and OMB Circular A-122 (2 CFR Part 230), Cost Principles for Non-Profit Organizations;
- (c) Developing plans that would assist business or industry to relocate to an area to the detriment of communities where the business or industry is currently located. This funding restriction does not apply to businesses that are displaced as a result of Category 2 projects. The requirements of the Uniform Relocation Assistance and Real

Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) (codified at 49 CFR Part 24) cover any person who moves permanently from real property or moves personal property from real property as a result of direct acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance (See the General Section).

- (d) Substitution of Sustainable Communities funds for funding already pledged to support community development; housing; watershed, air and water quality; transportation planning; food production and distribution planning; and other planning activities eligible under the sustainable communities planning program.

42. Publications and News Releases and Social Media

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine.

All interim and final reports and any other specified deliverables shall be owned by the government and held for the benefit of the public which shall include Grantee and Grantee's sub-recipients.

Interim and final reports (including, if applicable, scientific manuscripts) may not be published by the Grantee or any sub-recipients participating in the work for a period of sixty days after acceptance of the deliverables by the GTR.

All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the Grantee or other participants in the work shall contain the following acknowledgment and disclaimer:

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the Grantee or its staff, or any sub-grantee or other person or organization participating in the work of the award, shall, be provided to the GTR for review and comment before the planned release. Whenever possible, these should be provided to the GTR for review and comment at least two weeks before the planned release, but in no event simultaneously with the release.

The use of Social Media, such as web feeds, wikis, blogs, photo and video-sharing, podcasts, and microblogs is acceptable under OSHC grant programs. Information to be released

through Social Media must be provided to the GTR for review and comment at least 2 business days before the planned release.

43. Reporting

a) Deliverables

The Grantee shall include a schedule listing all significant project milestones, and dates for submission of all project deliverables including biannual project reports, interim reports where appropriate, the final report, and financial reports utilizing Standard Form 425, the Federal Financial Report. Upon approval of the Work Plan, the Grantee should ensure all deliverables identified in the Work Plan are delivered on time.

b) Bi-Annual Progress Reports

A template to be used in the preparation of each biannual report will be provided by HUD after grant award. Bi-annual reports must reflect activities undertaken, obstacles encountered and solutions achieved, and accomplishments. Contracts, training materials and protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information are to be submitted with the biannual reports as attachments.

Grantees shall submit reports as specified in this clause. The reports submitted to HUD require the submission of a work plan with specific, time phased, and realistic goals, objectives established. Bi-annual status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives are to be submitted.

Grantees are advised that failure to submit timely biannual progress reports will result in not having their "eLOCCS Request Voucher for Grant Payment" processed and also may result in a low performance rating, which could result in grant termination. Reports are due 30 days after the reporting period.

c) Required Reports

- Grantees are required to submit biannual progress reports. Reporting requirements are specified in the Notice of Funding Availability and these Terms and Conditions. In case of conflict, the more-stringent provisions apply.
- Economic Opportunities for Low- and Very Low-Income Persons (Section 3). The HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted by January 10th, and yearly thereafter.
- Federal Financial Report (Standard Form 425)

d) Final Report

A final report shall be submitted. The final report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy, but should be of a quality and detail to provide freestanding description to any outside reader of all of the applicant's work and achievement under the grant. See clause entitled "Closeout" for the specific elements to be included with your final report. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR.

44. Reproduction of Reports

BRANCH PROCUREMENT OF CERTAIN KINDS OF PRINTING; "PRINTING" DEFINED

Pub. L. 102-392, title II, Sec. 207(a), Oct. 6, 1992, 106 Stat. 1719, as amended by Pub. L. 103-283, title II, Sec. 207, July 22, 1994, 108 Stat. 1440; Pub. L. 104-201, div. A, title XI, Sec. 1112(e)(1), Sept. 23, 1996, 110 Stat. 2683, provided that:

- 1) None of the funds appropriated for any fiscal year may be obligated or expended by any entity of the executive branch for the procurement of any printing related to the production of Government publications (including printed forms), unless such procurement is by or through the Government Printing Office.
- 2) Paragraph (1) does not apply to (A) individual printing orders costing not more than \$1,000, if the work is not of a continuing or repetitive nature, and, as certified by the Public Printer, if the work is included in a class of work which cannot be provided more economically through the Government Printing Office, (B) printing for the Central Intelligence Agency, the Defense Intelligence Agency, National Imagery and Mapping Agency, or the National Security Agency, or (C) printing from other sources that is specifically authorized by law.

As used in this section, the term "printing" includes the processes of composition, platemaking, presswork, duplicating, silkscreen processes, binding, microform, and the end items of such processes.

45. Review of Deliverables

- a) Definition - For the purpose of this clause, "Deliverables" include:
 - 1) All interim and final reports;
 - 2) Survey instruments required by Work Plan, if applicable;
 - 3) Other physical materials and products produced directly under the Work Plan of this grant, if applicable; and
 - 4) In-kind and leverage commitments, if applicable.
- b) General

- 1) The GTR shall have the sole responsibility for HUD review, correction, and acceptance of the deliverables of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee.
- 2) The Grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR.
- 3) The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant.
- 4) The GTR's review, correction, and acceptance of deliverables shall be limited to: (i) corrections of omissions or errors of fact, methodology, or analysis; ii) deletion of irrelevant materials; and (iii) improvements in style readability.
- 5) In the review and acceptance of deliverables, the GTR may not require any change in the Grantee's stated views, opinions, or conclusions.
- 6) Should there be any disagreement between the Grantee and the GTR as to any correction, or the methodology or analysis on which any conclusion is based, the GTR may require the Grantee to insert a Government dissent(s) in the appropriate place(s). The inclusion of such dissent(s) in an Official Product of Work, otherwise found acceptable by GTR, and the return to the GTR of a revised copy containing the dissent(s), shall satisfy the requirements for acceptance of the Official Product of Work under this clause. Such dissent(s) shall not apply to any independent publication by the Grantee of Independent Products that may arise from the work or findings of this grant.

46. Scope of Services

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the original/revised application under the this NOFA, as well as the subsequent Management and Work Plan schedule.

47. Section 508 Compliance

Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures at www.hud.gov/assist/webpolicies.cfm.

48. Single Audit Transparency Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.

a) Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 (24 CFR Part 85) Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of funds.

b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133 (2 CFR Part 180).

c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of funds.

d) Recipients agree to require their sub-recipients to include on their SEFA. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

49. Special Conditions

Special Conditions to this award are listed in the form HUD-1044 Continuation Sheets.

50. Sub-recipient Monitoring and Management

Recipients will be responsible for the monitoring and management of all sub-recipient awards. Management and reporting requirements applied to direct recipients tier-down to employees, affiliates, sub-recipients, and subcontractors, and recipients will be responsible for ensuring compliance and submitting required reports to HUD. Recipients may incorporate all sub-recipient reporting into a consolidated report with the exception of the requirements established for compliance with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) also known as FFATA or the Transparency Act.

51. Whistleblower Protection

Each grantee or sub-grantee awarded funds made available shall promptly refer to the HUD Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Complaints can be made to the HUD Office of Inspector General through any of the following means:

Calling toll-free at 1-800-347-3735; persons who have hearing or speech disabilities may reach this number from the Federal Relay Service, at 1-800-877-8339.

Faxing at (202) 708-4829

E-mailing to hotline@hudoig.gov

Writing to HUD OIG Hotline (GFI), 451 7th Street, SW, Washington, DC 20410

Preliminary Scope of Work

The scope of work presented in this section is preliminary and is intended to provide an indication of tasks anticipated as part of the Oak Park Comprehensive Plan. Although not identified as individual tasks, it is anticipated that the Consultant Team would meet at least once a month with Village staff and the Steering Committee throughout the duration of the planning process. Key meetings are indentified below because of their relevance to a particular milestone in the process.

Step 1: Project Initiation

To “kick-off” the planning process on the right foot, meetings with key Village staff and the Comprehensive Plan Steering Committee are needed prior to undertaking other community outreach activities. After the “kick-off” to the planning process, our proposed outreach activities will help foster a stewardship for the Plan and the community as a whole.

1a: Director Meeting

Prior to our first meeting with the Committee, key members of the Consultant Team will meet with Oak Park’s Planning Director and other key staff. This first meeting will allow the Project Director for the Consultant Team to review and discuss matters with Village staff. Regular and “as needed” meetings with Village staff will be held at no charge throughout the planning process to ensure an open communication and exchange of ideas.

1b: Project “Kick-Off” Workshop – Steering Committee and Plan Commission

Before actual work begins, a project initiation meeting will be held to set the foundation for the planning program and review and discuss the overall direction and policy issues facing the community. Participants in the project initiation meeting would include Village staff, key personnel from the Consultant Team, and members of the Steering Committee and Plan Commission.

Step 2: Branding, Marketing, & Multi-Media Outreach

Successful comprehensive planning invigorates communities. It provides a vision, a road map and a structure to create a healthy, sustainable community for generations to come. Oak Park has a powerful story to tell because of its rich history, its on-going initiatives and efforts for improvement. We propose to create the story of Oak Park--past, present and future--so that residents, businesses, institutions, and organizations, as well as those outside the community, feel good about the community’s progress and its future.

2a: Branding the Comprehensive Plan

We recommend branding the planning process and the plan to create a clear, concise and compelling story that can be told to residents, businesses and the outside world. The graphic design and communications experts on the Project Team will use their expertise in community-based marketing to create an “identity” or brand for the planning process as well as the plan document. Branding features will be incorporated into all on-line and print media and will provide the Village with marketing elements that can be used in future promotional efforts for Oak Park.

This step will include: Naming; Logo development; Tagline, or theme line, development; Key messages; Graphic standards for logo/tagline usage; Design of invitation/poster system for events.

2b: Promoting the new Comprehensive Plan - Marketing/Multi-Media Outreach

As part of promoting and marketing the the new Comprehensive Plan, we will develop a multi-media effort to create excitement and awareness around the plan and its impact on Oak Park. As part of this promotion, we will develop and manage an interactive project website for the duration of the assignment and will set up a social media component including Facebook and Twitter.

2c: Invitation and Poster System

While the trend is to increasingly utilize electronic communication, we would develop an invitation, post card, and poster system to get the word out about the process and plan and its benefits.

2d: Media Outreach

To reach the local and regional media, we would develop a plan that can be executed by the Village. We would, as part of the plan, develop a media kit with a backgrounder and FAQs and an initial press release announcing the planning process.

Step 3: Community Outreach (traditional and web-based)

Community outreach and citizen participation are the cornerstones of our proposed planning process. Anticipating high levels of participation from an active and engaged community, our proposed outreach process includes both traditional (face-to-face) and web-based activities to obtain the broadest levels of participation in preparing an updated Comprehensive Plan. Community outreach is included throughout the entire planning process, with this step providing the initial participation efforts and laying the foundation for the remaining process. When and if needed, we would work with the Village's Language Bank to provide any necessary translation. It is anticipated that two update presentations will be made to the Plan Commission and Village Board at key points in the planning process. Collectively, our planning process provides:

- Press Releases & Newsletter Articles
- Branding and Marketing
- Posters and Invitations
- Community Workshops
- Business Workshops
- Boards & Commissions Workshops
- Elected Officials Interviews
- Student Workshops
- Key Person Interviews
- Focus Groups
- Neighborhood Workshops
- Neighboring Communities Workshops
- Do-It-Yourself Workshops
- Staff meetings
- Steering Committee Meetings
- Agencies and Organizations Interviews
- Open Houses
- Plan Commission (Public Hearing)
- Village Board
- Web-site, mapper, social media

“Traditional” Outreach

Throughout the outreach activities, the Project Team will seek to engage several agencies and organizations, including but not limited to the following: Oak Park Apartments, Oak Park Regional Housing Center, West Cook YMCA, Wonder Works Children's Museum, West Suburban Pads, Dominican University, The Children's Clinic Infant Welfare, Oak Park River Forest Food Pantry, OPYBS, PHC, PlanItGreen, OPRF Community Works, Community Religious Institutions, Oak Park Residence Corporation.

3a: Press Releases, Notices and Newsletter Articles

We will work with Village staff to prepare special articles at key points in the planning process for the website and local media outlets. We suggest an initial article to describe the purpose and objectives of the *Comprehensive Plan*, as well as regular updates during the process.

3b: Initial Community-Wide Workshops (4 anticipated)

These community workshops are the first of many face-to-face community outreach events scheduled throughout the planning process. The purpose of the first round of workshops is to allow residents to provide input, before any plans or recommendations are formulated.

3c: Business Workshops (3 anticipated)

This workshop will be targeted specifically to business owners and managers in order to obtain the input of this important stakeholder group. The purpose is to establish a dialogue and obtain feedback from those members of the development and business community that have a unique insight and perspective, and whose assistance and involvement is crucial to the Plan's ultimate success.

3d: Boards and Commissions Workshops (2 anticipated)

A workshop will be conducted with several of the Village's board and commissions. Individuals on boards and commissions provide unique insight in the issues facing the Village. The Consultant will work with Village staff to identify workshop participants. Possible workshop attendees include: Village Board, Plan Commission, Historic Preservation Commission, Downtown Oak Park, Oak Park Area Arts Council, and more.

3e: Key Person Interviews & Focus Group Discussions (20 anticipated)

Key Person Interviews and Focus Group Discussions allow us to obtain first-hand insight into the community from a diverse array of perspectives. Approximately 20 confidential interviews/focus group discussions will be conducted to obtain additional information regarding local issues and potentials.

3f: Service Area Interviews and Focus Groups (10 anticipated)

The Oak Park Elementary School District #97, Oak Park & River Forest District 200, Oak Park Public Works Department, Oak Park Public Library, and more should also be included in the interview process. Again, their involvement is meant to identify community issues that may otherwise not get brought to the Village's attention.

3g: Student Workshops (6 anticipated)

Children are key citizens of the Village and should be engaged in the outreach process. In cooperation with the schools, in-class workshops would be set up to engage students, ask them questions about the Village and get their thoughts regarding life in Oak Park. Such a series of workshops would be a great civics learning and participation experience for the students. Workshops/focus groups could be held for elementary, middle school, and high schools.

3h: Neighborhood Focus Groups (10 anticipated)

The purpose of the Neighborhood Focus Groups is to allow for a more detailed discussion and examination of the issues and concerns pertaining to each of the different neighborhoods. The residents, business persons, and property owners of each area will be encouraged to attend. The Focus Groups will allow the Village to better address, in more detail, the unique and most important issues facing each neighborhood within the Village. The Consultant Team will work with the Village staff to identify neighborhoods for which a Focus Group Workshop will be conducted. These

workshops would be held at locations within each neighborhood in places like schools, churches, or other institutions and gathering spots.

3i: DIY (Do-it-yourself) Workshop Kits

“DIY” Workshop kits will be made available to groups, organizations, and institutions throughout the community. These D.I.Y Workshop kits are intended to allow residents and others to facilitate their own workshops and discussions. These workshop kits can be deployed to homeowners associations, churches, neighborhood groups and others in order to provide an opportunity for citizen-led outreach activities.

3j: Events and Festivals Booth (5 anticipated)

In coordination with other Village “booths”, “stands”, or “tents”, we will participate in events and festivals within the Village as a means of engaging the public at key opportunities throughout the year. This technique engages residents in a fun and casual way and can be a great way to disseminate information and gather feedback. A quick postcard questionnaire or idea drop box can be utilized to gather feedback. Possible events include Wright Plus 2012, Thursday Night in Downtown Oak Park, various farmers markets, Oaktoberfest, and A Day in Our Village, among others.

Web-based Outreach

(visit www.hlplanning.com/oakpark)

3k: Interactive Project Website

We will design and host an interactive Project Website that is linked to the Village’s website. We are committed to utilizing the internet to maximize the participation and communication between the Village and residents, as it relates to the new Comprehensive Plan, for the duration of the planning process and beyond.

This website can be used to post project schedules and meeting dates; display graphics, maps, and draft documents; address frequently asked questions; host a community discussion forum; contain on-line community surveys; and provide a variety of other features. The purpose of the website is to provide the “one place” to go to for information regarding the updated *Comprehensive Plan*. The website will also have a “*If You Are a Teacher, Click Here*” section that is devoted to helping teachers engage kids in creative ways and help them shape their community. In addition to questionnaires and printable copies of the D.I.Y. Kits, this section of the website will have materials that the teacher can download and use as lesson materials about community and strategic planning, goal setting, establishing community priorities, implementation, and more.

3l: RSS, Twitter and Social Networking

In addition to the project website, we propose to integrate the use of Twitter, RSS Feeds, and Facebook for the *Comprehensive Plan* process. For those that use the internet, these can be essential tools in staying informed and connected with local happenings. Social networking tools have greatly increased the number of people participating in local planning initiatives.

3m: On-Line Community Issues Mapping

For no additional charge, we will feature a web-based Community Issues Mapping Tool on the interactive Project Website. This tool, developed by Houseal Lavigne Associates, allows visitors to the website to identify, map, and comment on areas of concern and valued community assets. It simplifies the mapping process and familiarizes residents with all areas of the community in a fun, interactive, and effective manner. Input from residents allows us to create a composite map of community issues to assist with the identification and establishment of community goals and objectives.

3n: Metro Quest Services

The project website will also be available to host the on-line tools by Envision Sustainability Tools, as described below:

As part of the HUD Sustainable Communities Challenge Grant application, the member communities of the West Cook County Housing Collaborative agreed to collect data from its citizens on the priorities of the sub-region related to housing and transportation linkages. Envision Sustainability is a digital engagement software company that has developed MetroQuest, a public engagement surveying software system that is capable of assembling and delivering data which will assist the Collaborative and the member communities in prioritizing sub-regional planning priorities by collecting stakeholder input from the member communities' citizenry. Using MetroQuest, Envision will create an accessible website via a unique web address (URL) such as <http://communityname.metroquest.com>. We will be able to link to the survey provided through MetroQuest through the interactive website we will set at www.hlplanning.com/oakpark. MetroQuest configurations consist of screens which guide participants through a series of steps that will provide information and gather input on the sub-regional priorities developed by the Collaborative. Participants will also be able to list additional priorities. Envision will work collaboratively with the Houseal Lavigne Associates, the Village of Oak Park and the Collaborative to come up with an implementation that best meets the needs of the project and compliments the overall engagement plan.

Step 4: Existing Conditions Analysis

This step will include the analysis of existing conditions and future potentials within the community. It will be based on information provided by the Village, feedback from community service providers, as well as reconnaissance, surveys, inventories and analyses undertaken by the Consultant. The emphasis will be on the identification of existing conditions that will be taken into consideration during the formulation of goals and objectives, and planning recommendations.

4a: Past Studies, Plans and Reports

The Village's previously prepared plans and studies having an influence on the new *Comprehensive Plan* will be assembled and reviewed, including the 1990 Comprehensive Plan, Greater Downtown Master Plan, Roosevelt Road Corridor Study, Chicago Avenue Neighborhood Plan, Madison Street Corridor Plan, Lake Street Neighborhood Plan, Chicago-Harlem Neighborhood Plan, Oak Park Bicycle Plan, Zoning Ordinance, 4 Insights Market Analysis, PlanItGreen, Homes for a Changing Region, and more. This review of documents will determine: (a) recently adopted Village policy which needs to be reflected in the updated *Comprehensive Plan*; (b) changes within the community that have taken place since the previous plans were prepared; (c) inconsistencies between plans and reports, (d) the relevance of previously collected data; and, (e) gaps in data which must be corrected as part of this planning process.

4b: Zoning and Development Controls

All regulatory controls, including the existing Zoning Ordinance and any other relevant codes or ordinances will be assessed to identify strengths and weaknesses, and to determine how these controls may influence land use and opportunities for new development or redevelopment.

4c: Economic and Demographic Overview & Analysis

A firm understanding of Oak Park's existing economic and market profile and the community's potential is extremely important as a foundation for land use and development decision-making. A demographic overview will include an analysis of recent trends in population, households, income, age and gender characteristics, racial and ethnic composition, and labor force and employment. An economic and market overview and analysis will be conducted to determine the trends, supply, demand, and potential for new development. We will analyze Oak Park's competitive position within the market, identify the issues the community is facing and will likely face, and create a foundation to assist with future land use designation and planning objectives.

4d: Existing Land Use and Development

An Existing Land Use Map will be prepared that inventories all parcels in the Village and its planning jurisdiction. The map will then be analyzed to identify functional land-use areas, compatible and incompatible land-use arrangements, and other issues related to land-use and existing development conditions. TOD areas surrounding the transit stations will be assessed as part of this step to identify potential candidates for new infill development. All land use inventories will be recorded into a GIS database/shapefile and provided to the Village for future use.

4e: Community Facilities

An inventory and analysis will be undertaken of community service and infrastructure providers and owners, including Oak Park Elementary School District #97, Oak Park & River Forest District 200, Oak Park Public Library, the Park District of Oak Park, Oak Park Public Library, Oak Park Police and Fire Departments, the Village's Public Works Department, and more. Facilities will be evaluated with respect to age, condition, capacity, and the need for future improvement. We will prepare a community facilities questionnaire to be sent to all service and facility providers within the Village. We will use the results of the survey, together with fieldwork and other research, to prepare a report detailing and mapping existing community facilities.

4f: Transportation and Mobility

Working with Village staff and the various Village departments, IDOT, CTA, Metra, PACE Bus and other transit services, we will undertake an analysis of the Village's transportation network. This will encompass the existing street system, bike and pedestrian facilities, and public transportation. Issues, concerns and opportunities for improvement will be identified. The analysis will assist with the development of recommendations that would improve access and control, linkages and connectivity, and overall safety and efficiency. Our analysis will include discussions and consideration of other jurisdictional transportation efforts, including state, regional, county, and other planning levels. Our assessment will focus on vehicular, bicycle, pedestrian, and transit.

4g: Environmental Features and Open Space

This step will include the review, inventory and analysis of the Village's open space and environmental features, including all parks, natural resource areas, wooded areas, water features, and other special natural and human-made features that add to the Village's special image and character. Environmental areas and major open space destinations in neighboring communities will also be identified with the intent of Oak Park access and connectivity to these areas.

4h: Existing Conditions Synthesis Report -Issues, Opportunities, Ideas and Priorities

The results of the community outreach activities and the results of the various background studies (Steps 1-4g) will be brought together into a Synthesis Report highlighting the needs, issues, opportunities, existing conditions, and trends which should be addressed in the new *Comprehensive Plan*. This report will answer the questions “Where are we?” and “Where are we headed?” The report will be a stand-alone document and will serve as a foundation for the next steps in the planning process.

4i: Steering Committee Meeting

The *Existing Conditions Synthesis Report* will be presented to Steering Committee as a basis of understanding of the Village’s existing conditions and the communities concerns and priorities. Appropriate revisions will be made prior to presenting the initial finding to the community.

4j: Community Workshops & Presentations – Issues, Opportunities, Ideas, and Priorities (2 anticipated)

The *Existing Conditions Synthesis Report* will be presented at two community workshops – one during the day and one in the evening. The purpose of this workshop is to present the results of the extensive community outreach and existing conditions inventory and analysis.

Step 5: Community Visioning & Goal Setting

This step will include a hands-on community workshop that invites the community to put pen to paper and illustrate their vision for the future of Oak Park. The purpose of this step will be to establish an overall “vision” for the Village of Oak Park that can provide focus and direction for subsequent planning activities, serve as the “cornerstone” of the consensus building process, and identify a path for growth. Based on the Vision and previous steps in the planning process, Preliminary Goals and Objectives will then be prepared.

5a: Visioning Workshops/Community Charrette – Day-Long “Drop-In” and Evening Event (2 anticipated)

The Community Visioning Workshop will involve the Consultant Team, Village Staff, the Committee, elected officials, and members of the community. The session will include both large group and small group activities to review and discuss conditions and potentials within the Village. The large group will work together to identify issues and opportunities, and the small “breakout” groups will work together to develop “visions” for the future of the community. This workshop will conclude with general agreement regarding the long-term role and character of Oak Park and the projects and improvements that will be desirable in the future.

5b: Vision Statements and “Core Values”

Following the workshops and charrettes, the Consultant will summarize the results of the group discussions, and will prepare a preliminary Vision Statement. The preliminary Vision Statement will be based on the Visioning Session(s), feedback from the community outreach activities, and observations from the Consultant Team.

5c: Goal Setting Focus Groups

A series of Goal Setting Focus Groups will be conducted to work with the community as we focus on different components of community life. The focus groups will focus on the following 21 areas of interest: community development, community design, transit-orientation, energy and green building (including life-cycles of materials), housing, transportation, public facilities, historic preservation, land use planning, economy, childcare, eldercare, public safety, diversity, education,

environmental justice and sustainability, public health, arts and culture, tourism, parks and recreation, and public participation.

5d: Preliminary Goals and Objectives

Based on previous steps in the planning process, including the Goal Setting Focus Groups, preliminary Goals and Objectives will be prepared which will provide more specific focus and direction for planning recommendations. The Preliminary Vision Statements, Core Values, and Goals and Objectives will be presented to the Steering Committee for review and discussion.

5e: Update Presentation – Plan Commission and Village Board

A presentation of the status/update of the Comprehensive Plan process will be made to the Plan Commission and the Village Board.

Step 6: TOD Focus Area Plans

In accordance with the requirements of the HUD Sustainable Communities Challenge Grant, and based on our analysis of existing conditions, community outreach, visioning workshops, charrettes, and goal setting exercises, we will prepare preliminary plans for selected key TOD sites within the community. These plans will include recommendations on land use and development, circulation and parking, pedestrian and bicycle mobility, zoning, and the urban design framework. Each of the TOD Focus Area Plans will be highly illustrative and graphically compelling, using a variety of illustrations, perspective drawings, 3D renderings, photographs, maps, and more. While more detailed plans and visualization will be prepared for the two identified TOD redevelopment sites, TOD area framework plans will be prepared for all TOD areas, in cooperation with the Steering Committee, Village staff, and feedback from the community. The framework plans will analyze each of the different transit station areas to determine likely candidates for new infill development.

6a: Draft TOD Focus Area Plans

Key TOD Focus Area Plans will be developed for identified sites within the TOD areas based on discussions with staff, the Committee, and the results previous steps in the planning process. These TOD Focus Area Site Plans allows for a more detailed analysis, including priority and catalyst redevelopment sites, key public improvements, safety and mobility recommendations, urban design, and more. Development visualizations provide detailed, 3D representations of the potential for new development and redevelopment within the sites and surrounding areas. These visualizations and site plans are visionary while conforming to market realities and site constraints.

6b: Staff Review

Prior to presenting the Preliminary TOD Focus Area Plans to the Steering Committee and Plan Commission, the Plans will be distributed to the key Village Staff for review. Appropriate revisions will be made based on feedback before distribution to the Steering Committee.

6c: Steering Committee Meeting

A meeting will be conducted with the Steering Committee to review and reach agreement on the Preliminary TOD Focus Area Plans before proceeding to the development of the Draft Plans and Policies. Appropriate revisions will be made based on feedback from the Steering Committee.

6d: Community Workshops – TOD Focus Area Concept Plans

Community Workshops will be conducted with residents to review and discuss the Preliminary TOD Focus Area Plans.

Step 7: Community-Wide Plans

This step will entail the preparation of Village-wide plans for land use, transportation and mobility, open space and environmental features, community facilities, housing, and more. These future plans will provide the “core” for the Comprehensive Plan, and will reflect community input and the Village’s Goals and Objectives.

7a: Land Use & Development Plan

The Land Use and Development Plan will include recommendations and policies for all land use areas in the Village, including residential neighborhoods and uses, commercial areas, industrial land uses, and more. The Land Use & Development Plan will utilize text and highly illustrative maps and graphics to communicate planning concepts and principles.

7a1: Land Use and Development Plan

7a.2: Residential Areas/Neighborhood Enhancement Plan

7a.3: Business Areas Plan

7b: Transportation and Mobility Plan

Much of the existing street system is well established, but system recommendations and future improvements can improve overall circulation. The Transportation and Mobility Plan will focus on the coordination and optimization of all modes of travel within the Village, including vehicular, bicycle, walking and transit services. The Transportation and Mobility Plan will include specific recommendations for motorized and non-motorized travel, parking, circulation and linkages between key areas of the Village. The Transportation and Mobility Plan will utilize text and highly illustrative maps and graphics to communicate transportation planning concepts, recommendations and principles. “Complete Streets” principles will be incorporated as appropriate throughout the Transportation and Mobility plan.

7c: Open Space and Environmental Features Plan

The Open Space and Environmental Features Plan will identify linkages, greenways, environmental protection areas, open space and parkland, and unique and sensitive natural resources. The Comprehensive Plan will recognize the importance of the Village’s open space and environmental features, and seek ways to enhance these features as vital community amenities. The Plan will also identify environmental areas and major open space destinations in neighboring communities and will focus on providing access and connectivity to these areas.

7d: Community Facilities and Infrastructure Plan

The Community Facilities and Infrastructure Plan will identify and inventory all community facilities in the Village and include recommendations and policies for municipal facilities and services, infrastructure, intergovernmental coordination and cooperation, and more.

7e: Staff Review

Prior to presenting the Draft Plans and Policies to the Steering Committee, the plans will be distributed to staff for review. The plans will be modified based on staff review before presentation to the Steering Committee.

7f: Steering Committee Meeting

A meeting will be conducted with the Comprehensive Plan Steering Committee and Plan Commission to review and reach agreement on the preliminary Village-wide Plans before proceeding to the development of the Draft and Final Comprehensive Plan document. Appropriate revisions to the Draft Plans will be made based on feedback from the Steering Committee.

7g: Community Workshops (2 anticipated)

Community workshops will be conducted to review and discuss the preliminary Village-wide Plans. Appropriate revisions to the Draft Plans will be made based on feedback from the community.

7h: Open House

Following the community workshop, an Open House will be provided to allow residents to “drop in” and review preliminary plans. The Open House could be held in the afternoon and early-evening, with members of the Consultant Team and Village staff on hand to answer questions.

7i: Update Presentation – Plan Commission and Village Board

A presentation of the status/update of the Comprehensive Plan process will be made to the Plan Commission and the Village Board.

Step 8: Implementation Strategy, Action Agenda & Matrix

The step includes the development of a detailed Implementation Strategy, Action Agenda, and Performance Measurement Matrix to guide the Village’s on-going efforts to implement the many aspects of the Comprehensive Plan’s recommendations and priorities.

8a: Implementation Strategy

This step will include recommendations and implementation strategies for a variety of crucial plan components and include short, mid, and long-term implementation recommendations. The implementation strategy will reflect community priorities and will be broken down into several different types of implementation tasks, including administrative tasks, capital improvement projects, procedural amendments, private sector partnerships, developer related projects, regulatory amendments, and much more. This section will provide the detail necessary to allow the Village to track the progress and effectiveness of the Plan and maximize its usefulness as a tool to achieve community goals and objectives. The Implementation Strategy and Action Agenda will address the following: community development, community design, transit-orientation, energy and green building (including life-cycles of materials), housing, transportation, public facilities, historic preservation, land use planning, economy, childcare, eldercare, public safety, diversity, education, environmental justice and sustainability, public health, arts and culture, tourism, parks and recreation, and public participation.

8b: Action Agenda

A key part of the implementation strategy will be the development of an Implementation Action Agenda, which will identify the key projects and actions to be undertaken, the Village’s roles and responsibilities, partnerships and strategic alliances, funding, timing, and more. This Action Agenda will serve as “check list” for the Village’s implementation Initiatives

8c: Draft Performance Measurement Matrix

The Matrix will establish benchmarks and indicators that are directly linked to the Comprehensive Plan's core values, goals and objectives, including: community development, community design, transit-orientation, energy and green building (including life-cycles of materials), housing, transportation, public facilities, historic preservation, land use planning, economy, childcare, eldercare, public safety, diversity, education, environmental justice and sustainability, public health, arts and culture, tourism, parks and recreation, and public participation.

The matrix will provide the baseline conditions, trends, and measurements for achieving success. In other words, the Matrix will serve in a way as a "Community Score Card" that will let the Village know where it is and how it is trending for each of the different priority areas. The Matrix will serve as an "honest tool" for evaluating investment effectiveness.

In order to be effective, the indicators must be: 1) Easy to obtain; 2) From a reliable source; 3) Simple to calculate; 4) Available for Oak Park; and 5) regularly updated. We will work closely with the Village to determine the best possible indicators and benchmarks given these criteria.

8d: Staff, Elected Officials and Consultant Workshop

The draft Implementation Strategy and Action Agenda will be reviewed and discussed with Village staff and the Steering Committee. Appropriate revisions will be made.

Step 9: Final Comprehensive Plan Document

Based on the previous steps in the planning process, the draft and final versions of the Comprehensive Plan document will be prepared for review and consideration as part of the adoption process.

9a: Draft Plan Document

Based on the results of Steps 1-8, a draft Comprehensive Plan document will be prepared for review and consideration. The Plan report will be designed not only to serve as a legal document for guiding land use and development, but also as a guide for establishing Village policy regarding a variety of community components that collectively provide the community overall quality of life. The Plan will also provide a detailed Implementation Strategy that identifies specific projects and action that need to be undertaken in order for the Village to realize the Plan's recommendations.

9b: Staff Review

Prior to presenting the Draft Plan to the Steering Committee, the Plan will be distributed to staff or review. The Draft Plan will be modified based on staff review before presentation to the Steering Committee.

9c: Steering Committee and Plan Commission Workshop

A meeting will be conducted with the Steering Committee and Plan Commission to review and reach agreement on the preliminary Draft Plan before presenting the draft to the public for review and comment. Appropriate revisions to the Draft Plans will be made based on feedback from the Steering Committee.

9d: Draft and Revised Plan Presentations – Joint Meeting of Village Board and Commissions

A meeting will be conducted with The Village to review the preliminary Draft Plan. Revisions will be made based on feedback and a second meeting with the Village will be conducted to review and discuss the revised draft, before presenting the draft to the public for review and comment.

9e: Stakeholder Meetings and Workshops (5 anticipated)

Meetings and workshops will be conducted with various stakeholder groups to obtain feedback prior to scheduling a public hearing with the Plan Commission.

9f: Revised Plan Report to the Plan Commission (Public Hearing)

In accordance with the State's statutory requirements, the draft Comprehensive Plan will be presented to the Plan Commission for public hearing. Based on review and discussion, and based on public feedback during the public hearing, a revised Comprehensive Plan will be prepared for recommendation to the Village Board.

9g: Final Plan Report to Village Board

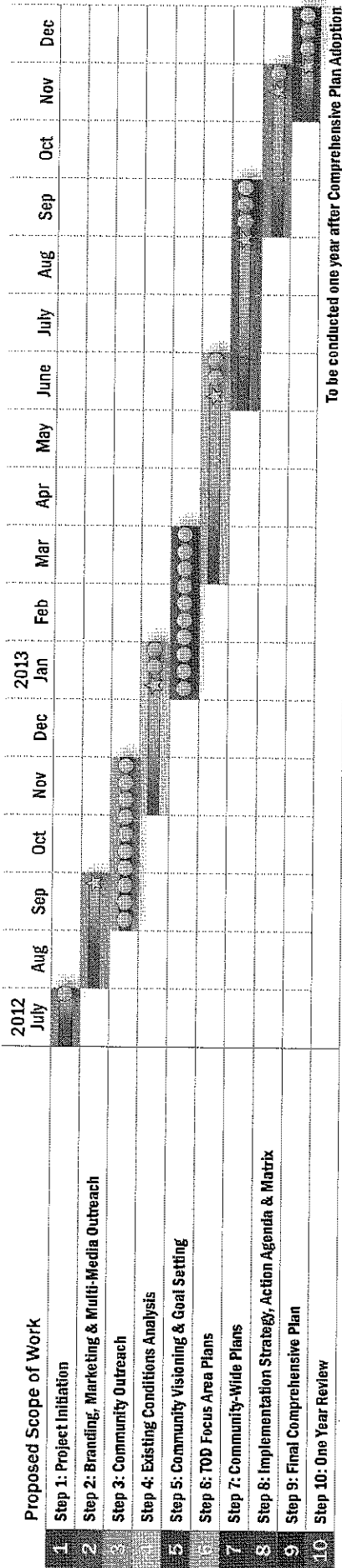
The Final Comprehensive Plan Report will be presented to the Village Board for consideration and adoption. At the conclusion of the project, all of the background data and information compiled by the Consultant during the course of the study will be forwarded to the Village, including digital photographs, base maps, GIS data, 3D models, etc.

Step 10: One Year Review

A community evaluation will be conducted by the consultant one year after the adoption of the Comprehensive Plan using the Performance Measurement Matrix to determine the Village of Oak Park's progress toward achieving the Plan's goals. The results of the evaluation will be presented to the Village Board.

COST & BUDGET ESTIMATE TABLE		Base Cost
Step 1: Project Initiation		\$ 3,090
1a	Director Meeting	
1b	Project "Kick-Off" Workshop – Steering Committee and Plan Commission	
Step 2: Branding, Marketing, Multi-Media Outreach		\$ 10,140
2a	Branding the Comprehensive Plan	
2b	Promoting the new Comprehensive Plan - Marketing/Multi-Media Outreach	
2c	Invitation and Poster System	
2d	Media Outreach	
Step 3: Community Outreach (traditional and web-based)		\$ 24,640
3a	Press Releases, Notices and Newsletter Articles	
3b	Initial Community-Wide Workshops	
3c	Business Workshops	
3d	Boards and Commissions Workshops	
3e	Key Person Interviews & Focus Group Discussions	
3f	Service Area Interviews and Focus Groups	
3g	Student Workshops	
3h	Neighborhood Focus Groups	
3i	DIY (Do-it-yourself) Workshop Kits	
3j	Events and Festivals Booth	
3k	Interactive Project Website	
3l	RSS, Twitter and Social Networking	
3m	On-Line Community Issues Mapping	
3n	Metro Quest Services	
Step 4: Existing Conditions Analysis		\$ 32,960
4a	Past Studies, Plans and Reports	
4b	Zoning and Development Controls	
4c	Economic and Demographic Overview & Analysis	
4d	Existing Land Use and Development	
4e	Community Facilities	
4f	Transportation and Mobility	
4g	Environmental Features and Open Space	
4h	Existing Conditions Synthesis Report	
4i	Steering Committee Meeting	
4j	Community Workshops & Presentations	
Step 5: Community Visioning & Goal Setting		\$ 21,340
5a	Visioning Workshops/Community Charrette	
5b	Vision Statements and "Core Values"	
5c	Goal Setting Focus Groups (20 anticipated)	
5d	Preliminary Goals and Objectives	
5e	Update Presentation to Plan Commission and Village Board	
Step 6: TOD Focus Area Plans		\$ 18,680
6a	Draft TOD Focus Area Plans	
6b	Staff Review	

6c	Steering Committee Meeting		
6d	Community Workshops – Key Focus Area Concept Plans		
Step 7: Community-Wide Plans		\$	38,080
7a	Land Use & Development Plan		
7b	Transportation and Mobility Plan		
7c	Open Space and Environmental Features Plan		
7d	Community Facilities and Infrastructure Plan		
7e	Staff Review		
7f	Steering Committee Meeting		
7g	Community Workshops		
7h	Open House		
7i	Update Presentation to Plan Commission and Village Board		
Step 8: Implementation Strategy, Action Agenda and Matrix		\$	22,680
8a	Implementation Strategy		
8b	Action Agenda		
8c	Performance Measurement Matrix		
8d	Staff, Elected Officials and Consultant Workshop		
Step 9: Final Comprehensive Plan Document		\$	19,960
9a	Draft Plan Document		
9b	Staff Review		
9c	Steering Committee Workshop		
9d	Draft and Revised Plan Presentations		
9e	Stakeholder Meetings and Workshops		
9f	Revised Plan Report to the Plan Commission (Public Hearing)		
9g	Final Plan Report to Village Board		
Step 10: One Year Review			No Charge
 Direct Expenses		 \$	 8,430
TOTAL COST		\$	200,000



Legend for Diagram:

█ Denotes the estimated timeline for each individual task.

○ Denotes meetings to be conducted by Project Team.

☆ Denotes products to be delivered by Project Team.

To be conducted one year after Comprehensive Plan Adoption

Staff Member	Responsibilities
Houseal Lavigne Associates	
John Houseal	Project Director; Outreach Leader
Devin Lavigne	Land Planning; Visualization; Technology
Dan Gardner	Market, Demographic and Socioeconomic Analysis
Doug Hammel	Project Manager; Support Staff
Brandon Nolin	Support Staff; Socioeconomic Analysis
Nikolas Davis	Support Staff; Graphics; Documents
Gewalt Hamilton Associates	
Tim Doron	Infrastructure & Transportation Project Manager
William Grieve	Traffic Engineer
Kelly Conolly	Bike & Pedestrian Mobility
Marcy Knysz	Environmental Assessment
Tom Rychlik	Infrastructure
Active Transportation Alliance	
Dan Persky	Bicycle & Pedestrian Mobility
Paul Lippens	Bicycle & Pedestrian Mobility
Marissa Dolin	Bicycle & Pedestrian Mobility
a5	
John Harris	Marketing & Branding
Fletcher Martin	Marketing & Branding
Seven Generations Ahead	
Gary Cuneen	Sustainability
Usona	
William Kubal	Affordable Housing Analysis

VILLAGE OF OAK PARK

CITIZEN ADVISORY BOARD AND COMMISSION

C

AGENDA ITEM COMMENTARY

Item Title: Acceptance of Plan Commission's Recommendation to Deny Zoning Ordinance Text Amendments Relative to the Expansion of the Transit Related Retail Overlay District for South Marion Street.

Resolution or Ordinance No. _____

Date of Board Action: Monday, June 18, 2012

Submitted by: Linda M. Bolte, Plan Commission Chairperson

Staff Liaison & Review: Craig Failor, Village Planner

Department Director Name: 
Craig Failor, Village Planner

Village Manager's Office: 
Lisa Shelley, Deputy Village Manager

Citizen Advisory Board or Commission Issue Processing: Two Zoning Ordinance text amendments to expand the boundaries of the Transit Related Retail Overlay Districts to South Marion and South Oak Park Ave were referred to the Plan Commission by the Village Board of Trustees at their June 20, 2011 meeting. The Plan Commission heard this application on July 21, 2011, September 15, 2011, and December 15, 2011. Findings of Fact were approved on January 19, 2012. The Plan Commission recommended approving the expansion of the District on south Oak Park Avenue. At the February 6, 2012 meeting, the Village adopted the zoning amendment expanding the Transit Related Retail Overlay District on South Oak Park Avenue.

With regard to South Marion St, the Plan Commission recommended denying the expansion of the Overlay District to this area. However, at the February 6, 2012 meeting, staff recommended overturning this negative recommendation. The Board moved to accept the negative recommendation of the Plan Commission (not to expand the overlay district). A poll of the Board was taken and with one absence, Trustees were divided 3-3. Because the motion would have needed 4 votes to pass, the matter was deferred to a meeting where the full board was available. It takes 5 votes to overturn a negative recommendation of a Plan Commission.

Expanding the boundaries of the Transit-Related Retail Overlay District: HISTORY: In 2007, an internal committee, consisting of the Community Planning and Development Department [planning, zoning, business services, and development services], the Village Clerk's office and the Village Attorney met to identify any inconsistencies or issues with the Zoning

Ordinance.

The Committee discussed expanding the Transit-Related Retail Overlay Districts to business zoned properties south of the tracks. The Zoning Ordinance Review Committee agreed that the existing boundaries of the transit overlay district should be expanded to capture the business areas south of the train tracks. The consensus was that by having this overlay on both sides of the train tracks it will help unify the business districts as well as manage and promote the uses that are more pedestrian friendly by limiting the number of non-retail type business storefronts along the street frontage as well as better promote transit-oriented development principles.

At that time, the Plan Commission did not support the overlay expansion south of the railroad tracks for either Marion Street or Oak Park Avenue. It was their belief that the uses on the south side of the tracks for both Marion Street and Oak Park Avenue were different than those uses north of the tracks. Retail was more prevalent on the north side, while office and service uses were more prevalent on the south side.

More recently, staff has begun to see further erosion of potential retail uses within these districts, in particular along Oak Park Avenue. The Village has invested significant TIF monies into south Marion Street similar to those for north Marion Street with thought connecting the retail corridor and the two districts.

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

For the reasons outlined in the findings of fact the Plan Commission does not support the extension of the Transit Related Retail Overlay District to south Marion Street. Their main objections follow points stated by the three attending business/property owners as well as those by the Oak Park Development Corporation where they believe the Overlay District restrictions would be a burden on the landowners and would hinder future business growth.

Staff Commentary (If applicable or different than Commission): Staff does not agree with the Plan Commission's recommendation for South Marion Street. Staff understands their concerns, and also understands that non-conforming uses would be created, but knows that they can continue indefinitely unless the commercial space is vacant for six months to one year. At that time the new regulations would be applicable. Staff understands the property owner's issues especially in the current economic climate. However, staff strongly believes that if this area is to become a true retail and service district, and an extension of north Marion Street, it needs certain regulations in place to help cultivate that desired outcome. Attached to this packet is a memorandum from Loretta Daly, Business Services Manager regarding her perspective on the Transit Related Retail Overlay District expansion recommendations.

Item Budget Commentary: (Account #; Balance; Cost of contract) No financial impact.

Item Action Options/Alternatives:

The alternate to denying the South Marion Street Transit Related Retail Overlay District expansion is to approve the request for expansion. In this case the street would be restricted in the same manner as north Marion Street by restricting office and other uses from the first

50 feet of the building on the first floor.

Proposed Recommended Action: Staff Recommends the Village Board make a Motion to overturn the Plan Commission's negative recommendation on South Marion Street to include only those properties fronting on South Marion Street between South Boulevard and Pleasant Street. If this Motion is made and seconded, it will need 5 votes to pass. If it passes, staff will prepare the text amendment ordinance for adoption at a subsequent Village Board meeting. If the motion is made but does not pass, the Board will need to make a motion to accept the Plan Commission's negative recommendation, which will need a simple majority of 4 votes to pass.

Att- Findings of Fact, Public Correspondence, Minutes



MEMORANDUM

DATE: December 15, 2011

TO: Chairperson Linda M. Bolte
and Plan Commissioners

FROM: Craig Failor, Village Planner

Re: **Transit Related Retail Overlay District**

At the October meeting, the Plan Commission continued the public hearing for the Transit Related Retail Overlay District expansion in order for staff to particularly notice property and business owners within the impacted areas. The Plan Commission also asked staff and the Plan Commission attorney for additional information relative to existing land uses, nonconforming uses, and research of insurance impacts on nonconforming uses. Staff has mailed notices as requested. Attached you will find a set of maps for each affected district which includes a base map, land use map, and nonconforming use map. Also included is a detailed written conversation with the David Agency Insurance Company.

As was stated at the public hearing, it is my opinion that only those properties that front on Marion Street and Oak Park Avenue be included in the expanded overlay district area. Discussion was had regarding the possibility of expanding the overlay district to the west of Marion Street to Harlem Avenue along South Boulevard. Again, I recommend it end [with] the first building west of Marion Street. As noted at the hearing, if any development occurs on the two village owned parking lots on either side of Maple Avenue at South Boulevard, the Plan Commission will have an opportunity to make recommendations for any use restrictions, therefore there in my opinion there would be no need to include those properties at this time. With this recommendation, all of the [remaining] south boulevard properties would be subject to only the B-1/B-2 General Business District regulations as it is currently. I believe it would be difficult for those property owners [along South Boulevard] to restrict uses on a street that has only one side available for [commercial] development. In order to have a healthily and vibrant retail area both sides of the street need businesses.

The purpose of this discussion regarding the expansion of the Transit Related Retail Overlay District is to determine whether or not the selected areas should be included in the overlay district; an overlay district that would encourage similar business development south of the tracks on Marion Street that currently exists on north Marion Street. With the extension of public improvements to south Marion Street, and with the proposed improvements to the underpass at Marion Street in 2012, it is logical for this area to be similar to north Marion Street relative to business development.

If you have any questions, please feel free to contact me

The David Agency Insurance, Inc offers a complete portfolio of Insurance Services available throughout the United States. Founded in 1975, they have access to over 250 different insurance companies, many of them direct. Each of their standard insurance companies carries a rating of "A" (Best Reports) or higher. They have access to a large number of companies, allowing them to provide a wide range of insurance products. They manage risk by matching these products with financial and management goals. Each of their 35 professionals is fully licensed in their area of expertise. They do this through their four departments: Personal, Business, Employee Benefits and Financial Services.

Based on some concerns raised at the previous plan commission meeting, on a recommendation, I spoke with this insurance agency based in Elmhurst to discuss the potential insurance related impacts the proposed overlay restrictions would have on properties in the two subject areas relative to certain uses becoming legal nonconforming. Point of interest: I discovered, after the fact, that this insurance agency was founded in Oak Park and remained here until 1997.

The conversation with the insurance agency / business services division was very informative. The zoning overlay proposal and concern was explained with the following response.

It was stated that an underwriter is concerned with "exposure to loss". How much money they may lose based on key factors mentioned below:

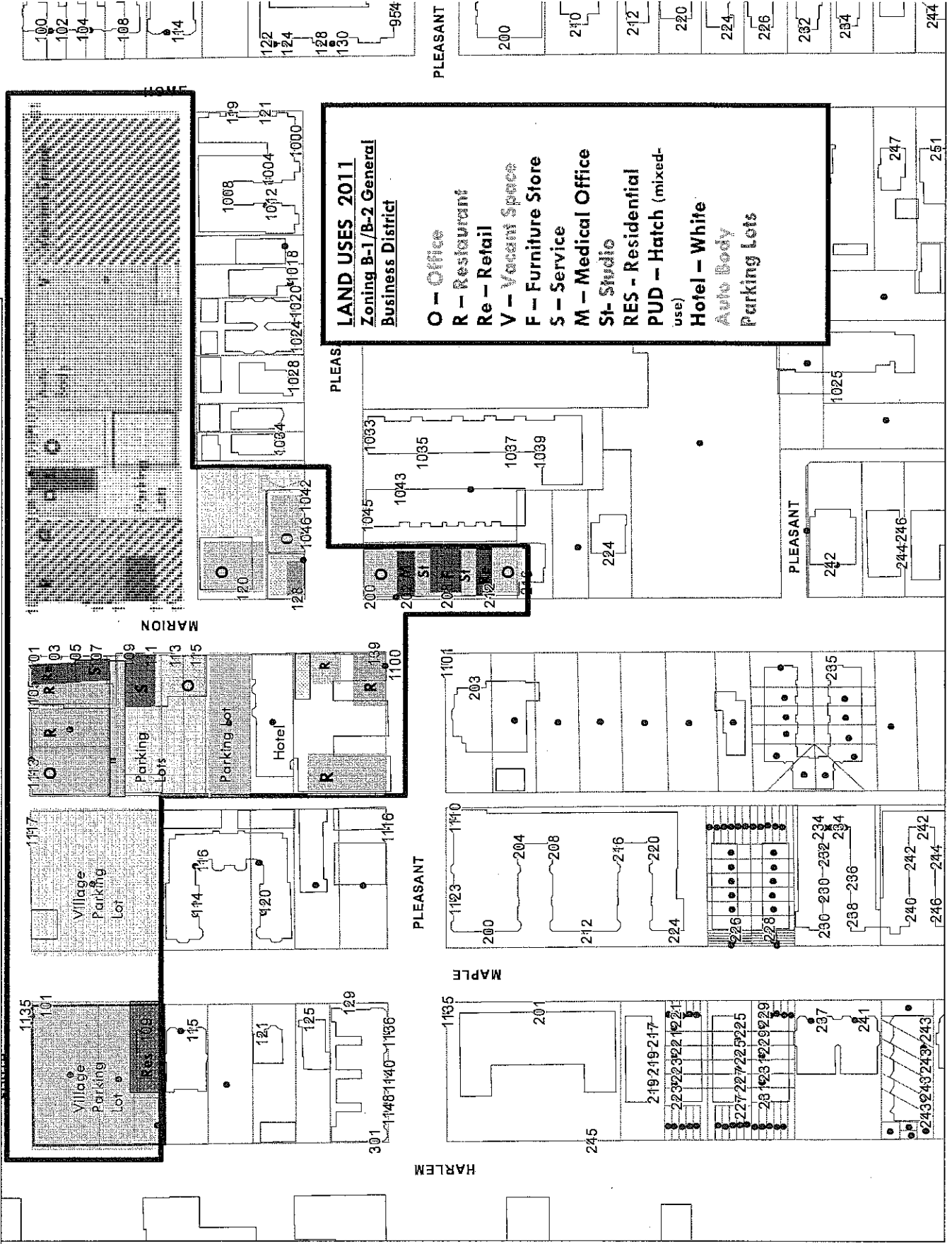
1. Hazard
 - a. They look at the type of construction; wood frame vs. masonry, etc
 - b. The age of the structure
 - c. The current value of the structure
2. Tenancy
 - a. Is the tenancy a risk?
 - i. Low risk- office
 - ii. High risk - restaurant

It was stated that if a building tenancy goes from a low risk to a high risk, then premiums would probably go up or may not be underwritten.

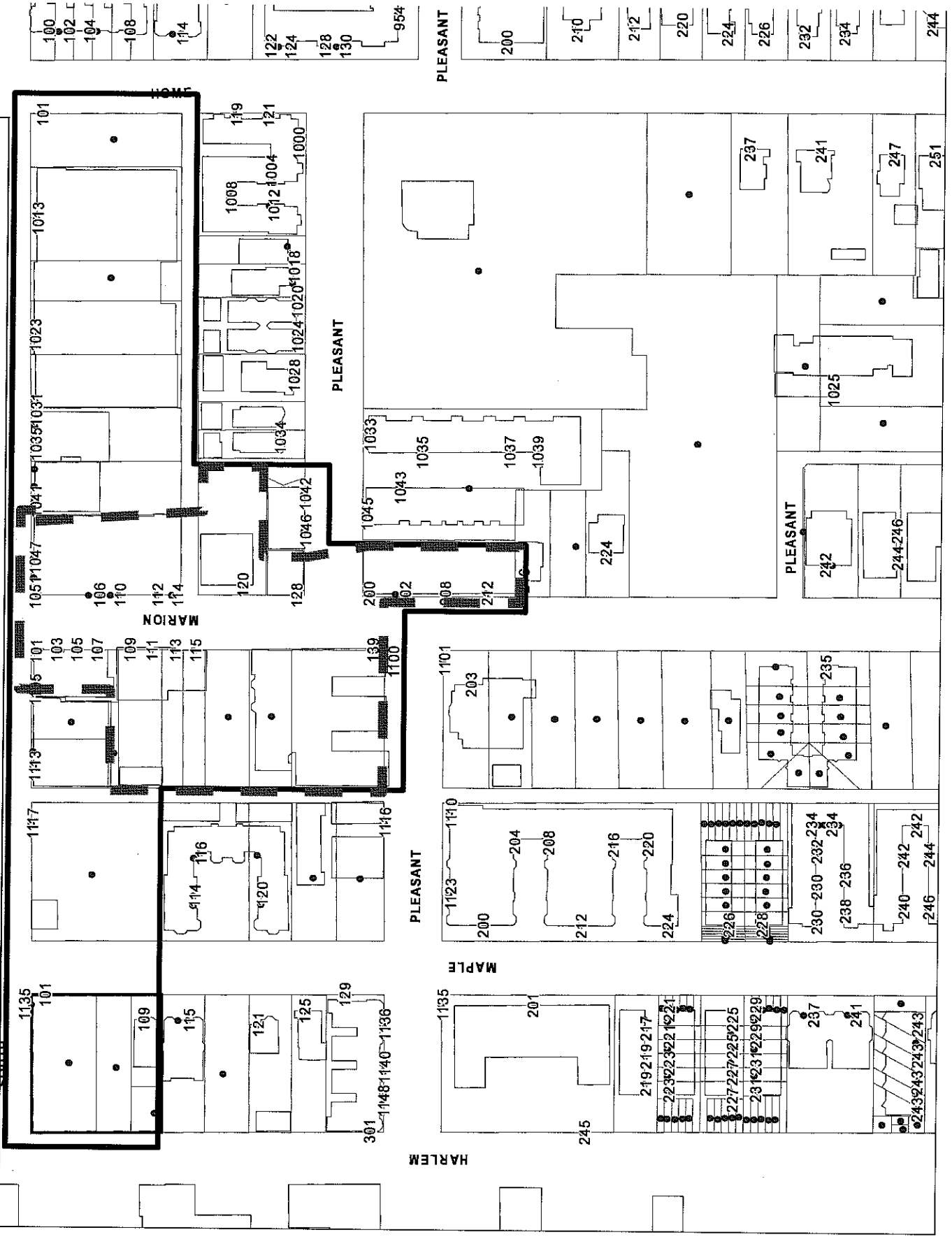
If a building goes from high to low then the insurance agency is more likely to underwrite the insurance policy.

It was stated, after additional confirmation by others in the agency that uses of non-compliance due to zoning regulations do not play a role in determining whether or not a policy would be underwritten or approved as long as the building owner is honest about the tenancy.

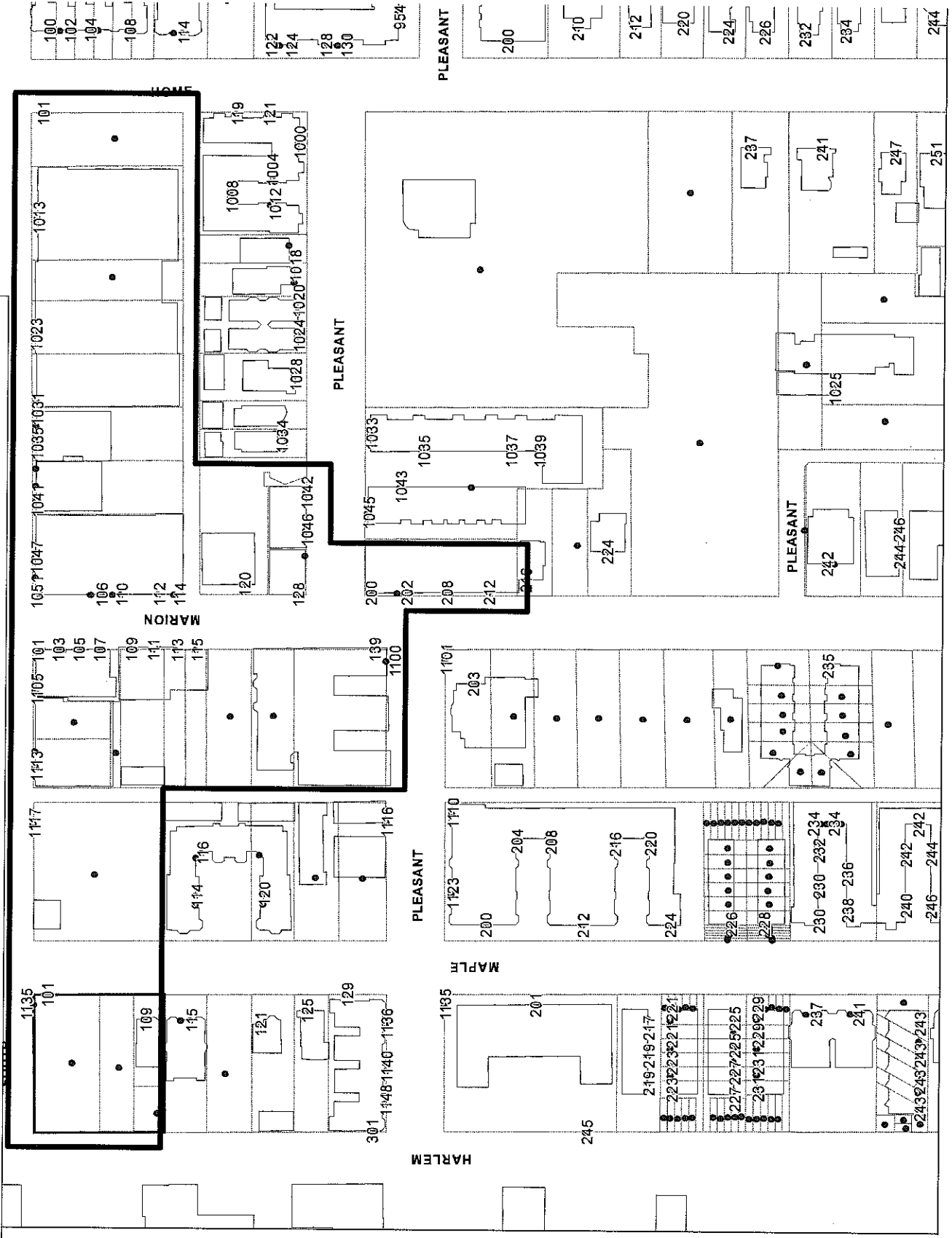
South Marion Street – Existing Land Uses



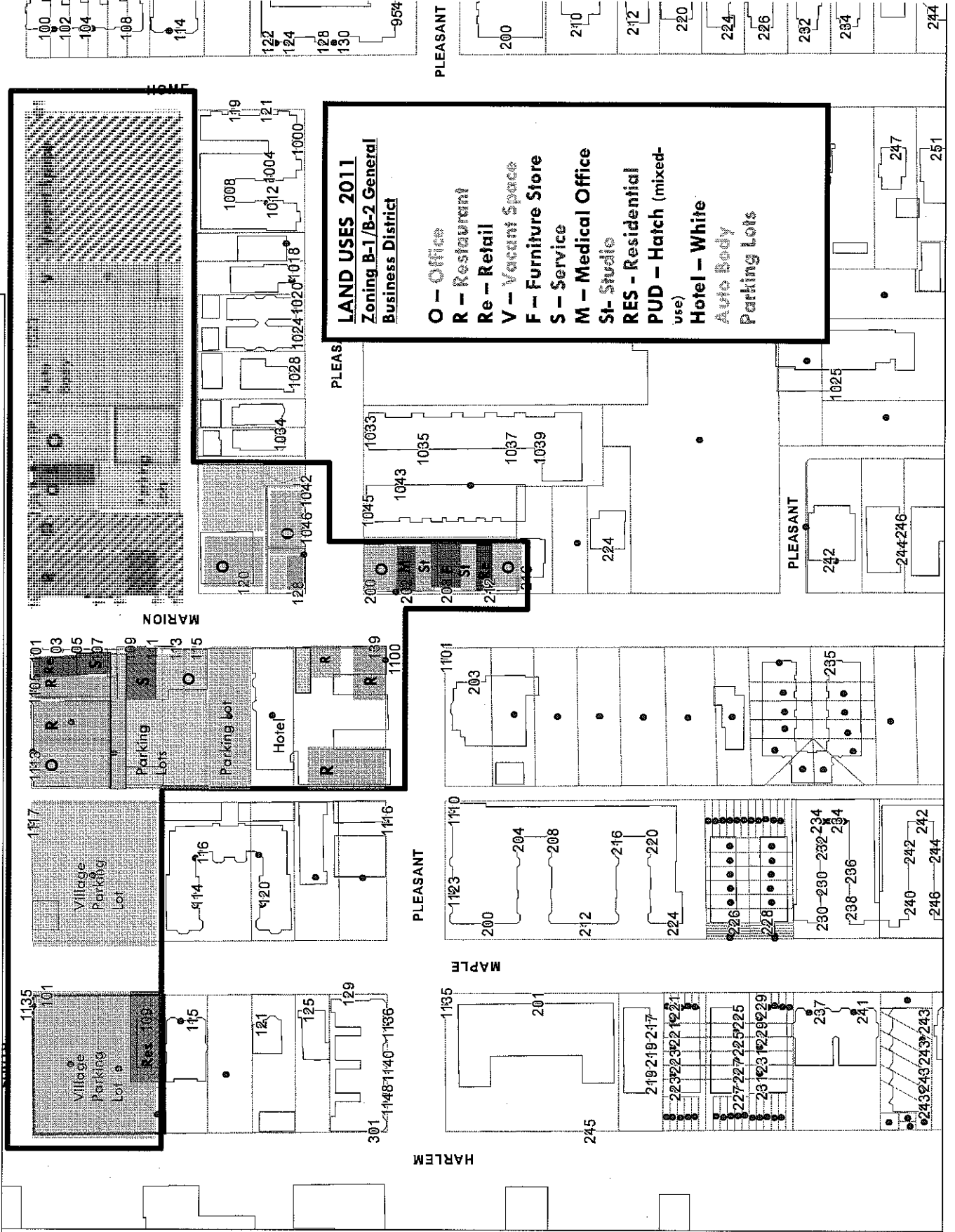
South Marion Street - Staff Recommended Properties



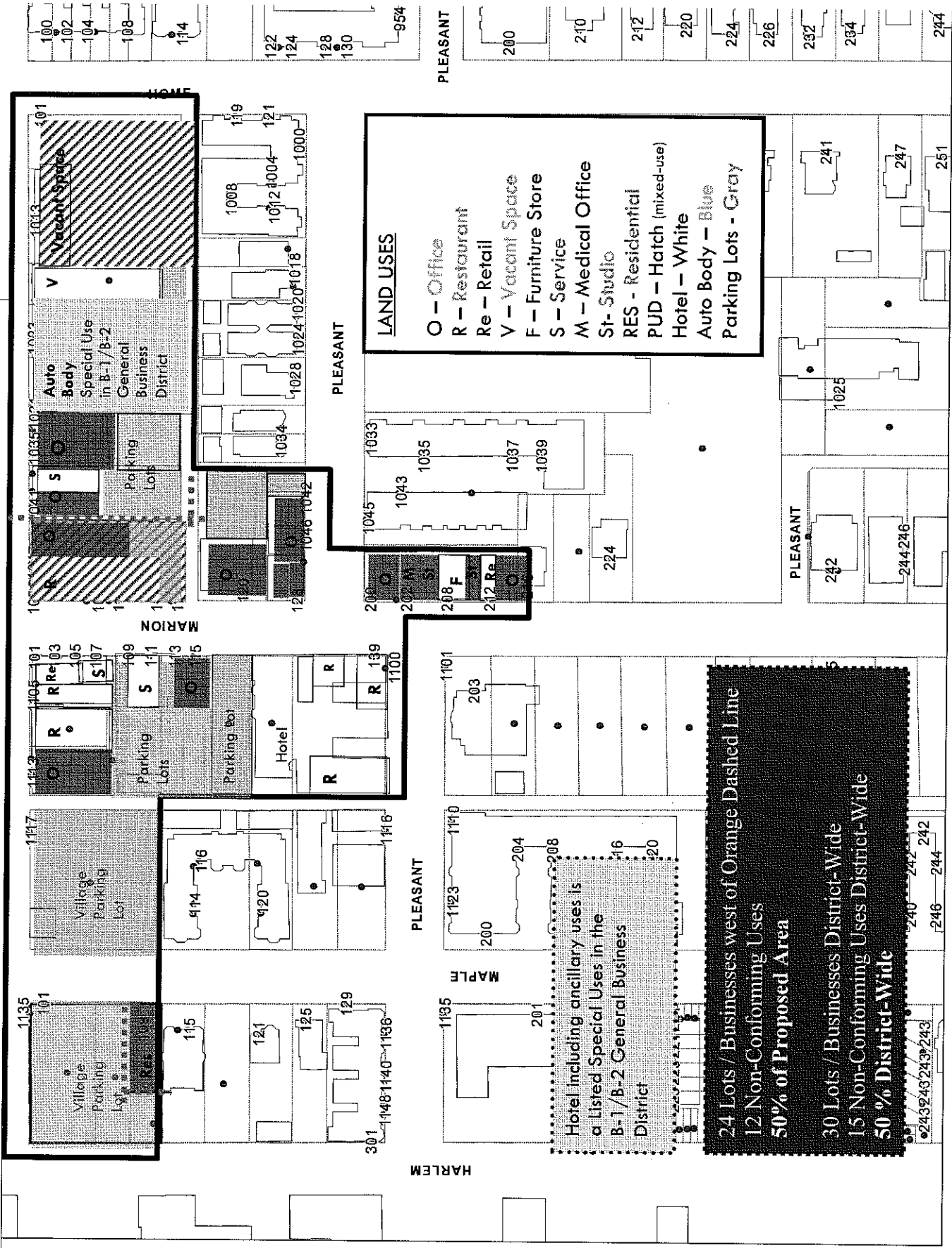
South Marion Street



South Marion Street – Existing Land Uses



South Marion Street – Nonconforming Uses



EXISTING CODE REGULATIONS FOR N. MADISON INCLUDING DTOP

3.9.3 Transit-Related Retail Overlay District

A. Purpose

The purpose of the Transit-Related Retail Overlay District is to protect existing retail uses and encourage new retail development on the ground floor of buildings in areas adjacent to and in close proximity to mass transit stations; prohibit uses that are incompatible with or detract from the retail vitality of such areas; encourage pedestrian activity; and provide retail services for residents and users of transit.

B. Boundaries

The Transit-Related Retail Overlay District shall include all properties in the B-4 district, those properties located in designated portions of the B-3 District as depicted on the official zoning map of the Village, and those properties that are in the B-1/B-2 District on Oak Park Avenue north and south of the I-290 Expressway (the Eisenhower Expressway) between Van Buren street on the north and Lexington Street on the south and those properties that are north of and adjacent to Lake Street between Oak Park Avenue on the west and Euclid Avenue on the east and those properties that are on the east side of and adjacent to Oak Park Avenue from Lake Street on the south to a point approximately 150 feet north of Lake Street on the north. The boundaries of this District shall be depicted on the official Zoning Map as provided for in Section 3.3. of this ordinance.

C. Applicability

The standards contained in this section shall apply only to applications for commercial development or commercial building permits within the Transit-Related Retail Overlay District. Applications shall be reviewed in accordance with the normal procedures of the Village and any decision-making authority. The Zoning Officer shall determine that the requirements of this section are complied with prior to the issuance of any approval or permits.

D. Relationship to Other Zoning Districts

The regulations of the District shall supplement those of the underlying zoning districts that apply to properties within the District. In the case of any conflict or overlap, the regulations and standards of this section shall take precedence.

E. Bulk and Yard Regulations

The bulk and yard regulations of the underlying zone district shall apply.

F. Use Restrictions

1. Land may be used and structures may be erected, altered, or enlarged for uses allowed in the underlying zone district, except as provided in Section 1.1.1F.2.
2. The following uses shall not be located at grade level or on the ground floor of any building or structure unless located at least 50 feet from any street line:
 - a. Family residential-care home;
 - b. Foster home;

- c. Group residential-care homes;
- d. Animal clinics without an open kennel;
- e. General office, including real estate offices and medical and dental clinics;
- f. Beauty supply;
- g. Catering service;
- h. Day-care center;
- i. Medical and orthopedic appliance store;
- j. Weight-loss clinic;
- k. Employment agency;
- l. Studio (artist, photography, recording);
- m. Adult day-care facility;
- n. Post high-school education or instructional institution, public or private;
- o. Schools, public or private;
- p. Banquet, exhibition and meeting halls, public.
- q. Single-family residential;
- r. Multiple-family residential;
- s. Accessory buildings and structures;
- t. Community Buildings;
- u. Non-Village of Oak Park government owned or operated services;
- v. Temporary buildings for construction;
- w. Bus passenger stations; and
- x. Non-Village of Oak Park parking lots and parking garages.

G. Development Standards

In addition to the other standards contained in this Ordinance, all development shall meet the following standards:

1. Parking

None of the required off street may be located between the primary building on the site and the primary abutting street. Off-street parking shall be located at the side or rear of the primary building. This requirement may be waived or modified by the Village Board if it determines that provision of side or rear parking would have a significant adverse impact on abutting residential uses.

January 19, 2012

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

Re: Text Amendments to the Transit Related Retail Overlay District

Dear Trustees:

In early July 2011, you referred certain proposed amendments to the text of the Zoning Ordinance to the Plan Commission, ("Commission"), sitting pursuant to the Commission's jurisdiction conferred by Section 2.1.3(B)(2) of the Village Zoning Ordinance, for a public hearing.

In general, these proposed amendments pertained to: (1) expansion of the Transit-Related Retail Overlay District relative to additional business zoned properties incorporated into the overlay district; (2) changing the side-yard setback and lot size/density requirements in B-1/B-2 and C Districts; (3) changing the open space requirement for special use developments to allow "green roofs" to count for open space; (4) changing the side yard setback requirement in the Madison Street Overlay District; (5) changing the wording of the accessory structure definition in the residential code to make it clear that attached accessory buildings must follow the same bulk regulations as a principal building;

and (6) adding a requirement in the Roosevelt Road Form-Based Zoning Overlay District relative to fences and walls associated with outdoor equipment and material storage yards.

On July 6, 2011, legal notice was published in *The Wednesday Journal*, a newspaper of general circulation in the Village of Oak Park, scheduling a public hearing on the Village's proposed text amendments before this Commission on July 21, 2011. The Business Advisory Council (BAC), "The Avenue Business District," and the Marion Street Business District, were also notified of all the proposed text amendments.

This Commission held a public hearing at such time and place, at which a quorum of the Commission was present. The Commission heard testimony and took evidence on July 21, 2011.

At its September 15, 2011, meeting, the Commission also directed Village Staff to provide additional notice to properties via U.S. Mail, in order to reconvene the public hearing on the issue of the expansion of the Transit-Related Retail Overlay District ("T-RROD") relative to additional business zoned properties incorporated into the overlay district, based upon the Commission's consensus to add additional property not within the original notice.

At the Plan Commission's direction, Staff mailed new notice to property and business owners within the proposed impacted areas. Village Staff completed said notice, and the new public hearing on the issue was set for December 15, 2011.

Having heard and considered the testimony and evidence at the December 15, 2011, public hearing, the Commission makes the following findings and recommendations:

FINDINGS OF FACT AND RECOMMENDATIONS

1. The Applicant, the Village of Oak Park, is an Illinois municipal corporation and a home rule unit of local government.

2. In its proposed text amendment, the Village proposes to extend the boundaries of the Transit-Related Retail Overlay District ("T-RROD") south of the tracks at Marion Street and Oak Park Avenue. Currently, the T-RROD exists for the business and commercial zoning districts north of the tracks only in the area, in addition to several areas near the Eisenhower Expressway and the CTA Blue line stops.

3. In 2007, the T-RROD was expanded, but not to the south side of the tracks. It was thought at the time that the areas south of the tracks differed in character from those on the north.

4. The Greater Downtown Master Plan ("GDTMP") recognizes the proposed expansion areas of the T-RROD as being secondary retail streets, which typically provide an intimate pedestrian scale using distinctive streetscape elements such as paving, street trees, street furniture and lighting. The GDTMP states that Secondary retail streets should also have similar improvements to those recommended for primary retail streets, although not as extensive, and that activity at the street level should also be stressed in order to provide a sense of pedestrian security.

5. Although the T-RROD boundaries include both primary and secondary retail streets, as identified in the GDTMP, T-RROD treats them no differently relative to land use.

6. The Commission found it useful to divide the discussion of the proposed T-RROD expansion into two separate areas: (1) the Marion Street proposed expansion; and (2) the Oak Park Avenue proposed expansion.

7. The 1990 Comprehensive Plan notes that the South Boulevard and South Marion Street expansion areas as Business and Multi-Family Residential Development areas.

8. The 1990 Comprehensive Plan notes that the South Boulevard and South Oak Park Avenue expansion area and the Lake Street and Oak Park Avenue expansion area as Business Development Area. The area emphasis is on preserving and upgrading the existing commercial structures.

9. Currently these two areas are a mix of both business and medium-density residential uses, where reinvestment and expansion is encouraged.

10. The Village's Comprehensive Plan set the goals of maintaining and preserving these two areas as commercial areas. The major goals of the 1990 Comprehensive Plan are identified below:

- a. 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.

- b. **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 neighborhood 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.
- c. **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..
- d. **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, and encourage existing businesses to remain and expand and to attract new businesses, and attract a larger proportion of retail purchases.
- e. **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.

11. In 2007, Village staff organized an internal committee to review the Village's Zoning Ordinance. This internal committee was made up of members from the Community Planning and Development Department (planning, zoning, business services, and development services), Village Clerk's office and the Village

Attorney that met regularly to discuss and identify any inconsistencies or issues with the Zoning Ordinance.

12. The Zoning Ordinance Review Committee had discussions regarding the Transit-Related Retail Overlay District regulations relative to adding additional business zoned properties south of the tracks. The Zoning Ordinance Review Committee agreed that the existing location of the overlay should be expanded to capture the business areas south of the train tracks.

13. By having this overlay on both sides of the train tracks for the two areas, Staff believes that the unified overlay district would help unify the business districts as well as manage and promote the uses that are more pedestrian friendly in limiting the number of non-retail type business storefronts along the street frontage as well as better promote transit-oriented development principles.

14. More recently, there has been further erosion of potential retail/commercial storefronts within these districts, in particular along Oak Park Avenue.

15. The Village has invested significant TIF monies into south Marion Street as was conducted for north Marion Street with the idea of extending the retail corridor south connecting the two districts. The Village Board will be considering a similar streetscaping application for south Oak Park Avenue and north Oak Park Avenue at the tracks.

South Marion Street Extension

16. Staff originally proposed expansion of the T-RROD boundaries south along Marion Street and east-west along South Boulevard between Harlem Avenue and Home Avenue ("South Marion Street Extension").

17. At the first public hearing on this matter on July 21, 2011, the Plan Commission added an additional property at the southeast corner of Pleasant and Marion Streets to Staff's original proposal.

18. The original South Marion Street Extension of the T-RROD, as amended by the Plan Commission in July of 2011, would encompass 30 lots/businesses district-wide, 15 of which would become legal, non-conforming uses if the T-RROD were expanded.

19. The Plan Commission subsequently considered changing the boundaries of this proposed South Marion Street Extension to exclude properties going east from Marion along South Boulevard, because there was testimony that the existing properties on this part of South Boulevard did not fit with the optimal retail pedestrian environment that the expansion of the T-RROD was meant to foster.

20. The narrowed South Marion Street Extension of the T-RROD would encompass 24 lots/businesses district-wide, 12 of which would become legal, non-conforming uses if the T-RROD were expanded.

21. There was testimony that the traffic diverter at the intersection of Randolph Street and Marion Street was detrimental to encouraging a thriving

retail district. There was testimony that the traffic diverter allows too low a volume of traffic to support a thriving retail area.

22. Three business owners and representatives from the Oak Park business community expressed concerns regarding the proposed Marion Street T-RROD, testifying that the proposed additional restrictions on commercial property would be a burden on the existing land owners and future business growth of the Marion Street corridor south of South Boulevard.

23. Moreover, Oak Park Development Corporation issued testimony and a statement opposing any expansion of the T-RROD along Marion Street south of the tracks. The Oak Park Development Corporation offered no opinion regarding the extension of the T-RROD along Oak Park Avenue.

24. There was also testimony that the property owners in the proposed South Marion Street Extension would be restricted in their ability to lease ground floor commercial space if restricted to the uses allowed as of right in the T-RROD.

25. For instance, even though many of the current uses along Marion Street were commercial, nothing would guarantee that a property owner could necessarily find another retail tenant to replace an outgoing retail use.

26. After the vote to pass the South Marion Street Extension failed (1-6) and the vote to pass the narrowed South Marion Street Extension failed (3-4), the Plan Commission voted 4-3 against any recommendation on the South Marion Street Extension.

South Oak Park Avenue Extension

27. Staff originally proposed expansion of the T-RROD boundaries south along Oak Park Avenue and east-west along South Boulevard between Kenilworth Avenue and Euclid Avenue (“South Oak Park Avenue Extension”).

28. The original South Oak Park Avenue Extension of the T-RROD would encompass 41 lots/businesses district-wide, 17 of which would become legal, non-conforming uses if the T-RROD were expanded.

29. The Plan Commission subsequently considered changing the boundaries of this proposed South Oak Park Avenue Extension to exclude the properties going east-west along South Boulevard, except for those fronting on Oak Park Avenue, because there was testimony that the existing properties on this part of South Boulevard did not fit with the optimal retail pedestrian environment that the expansion of the T-RROD was meant to foster.

30. The narrowed South Oak Park Avenue Extension of the T-RROD would encompass 22 lots/businesses district-wide, 6 of which would become legal, non-conforming uses if the T-RROD were expanded.

31. No members of the public or property owners presented any testimony or argument in opposition to or in support of the amended South Oak Park Avenue Extension at any of the public hearings.

32. No apparent diminished traffic concerns existed in the proposed Oak Park Avenue extension, as narrowed.

33. The Commission voted 7-0 in favor of recommending the South Oak Park Avenue extension, as narrowed.

Recommendation

34. The Commission considered the Staff Report of July 21, 2011, regarding the expansion of T-RROD, but declined to recommend extending the district in precisely the same manner.

35. Instead, the Commission voted on December 15, 2011, to recommend denial the expansion of T-RROD for the Marion Street corridor, and to recommend approval of the expansion of the T-RROD for the Oak Park Avenue corridor, as narrowed by the Plan Commission during the public hearings and discussions on the matter to exclude the proposed properties that fronted on South Boulevard.

36. The Plan Commission thus recommends that Section 3.3.9(B) of the Zoning Ordinance be amended as follows, changing the "Boundaries" definition of the T-RROD:

"B. Boundaries

The Transit-Related Retail Overlay District shall include all properties in the B-4 district, those properties located in designated portions of the B-3 District as depicted on the official zoning map of the Village, and those properties that are in the B-1/B-2 District on Oak Park Avenue north and south of the I-290 Expressway (the Eisenhower Expressway) between Van Buren street on the north and Lexington Street on the south and those properties that are north of and adjacent to Lake Street between Oak Park Avenue on the west and Euclid Avenue on the east and those properties that are on the east side of and adjacent to Oak Park Avenue from Lake Street on the south to a point approximately 150 feet north of Lake Street on the north, and those properties that are adjacent to Oak Park Avenue between South Boulevard and Pleasant Street, not including church property on the northeast corner of Pleasant Street and Oak Park, commonly known as 188 South Oak Park Avenue, and also excluding the residential building commonly known as 150 South Oak Park Avenue.

The boundaries of this District shall be depicted on the official Zoning Map as provided for in Section 3.3 of this ordinance.”

37. The above boundaries, as depicted in the map attached as *Exhibit A*, are recommended to be altered because the stated purposes of the T-RROD are the same on both sides of the tracks along Oak Park Avenue, and expanding the overlay district south will enhance the goals of the T-RROD on both sides.

This recommendation was adopted by a 6 to 0 vote of the Plan Commission, sitting as a Zoning Commission, this 19th day of January, 2012.

OAK PARK PLAN COMMISSION
VILLAGE HALL – COUNCIL CHAMBERS, ROOM 201
THURSDAY, JULY 21, 2011
MINUTES

ROLL CALL: The roll was called and the meeting was called to order at 7:00pm.

PRESENT: Chairperson Linda Bolte, Commissioners: Mark Benson, Douglas Gilbert, Deborah Fausch, David Mann, Susan Roberts and Gail Moran

ALSO

PRESENT: Craig Failor, Village Planner and Attorney Dick Martens and Attorney Jacob Karaca

NON-AGENDA PUBLIC PARTICIPATION (15 Minutes)

None

APPROVAL OF MINUTES:

Chair Bolte announced the minutes will carry over until August, 2011.

ANNOUNCEMENTS

Chair Bolte announced and welcomed Douglas Gilbert (former HPC Chair) to the Plan Commission. She also announced a new trustee liaison, Bob Tucker, Village Trustee and former Chair of the CDC.

Chair Bolte announced that this would be the last meeting for Attorney Dick Martens, Attorney Jacob Karaca will take over from this point on.

Trustee Johnson was in attendance at the meeting as well and wanted to thank the Plan Commission for all their hard work.

PUBLIC HEARING(S):

PC11-10a/b: FOREST PARK NATIONAL BANK AND TRUST (715 South Boulevard)

The Applicant seeks approval of a Special Use permit for a drive-through bank facility with ATM and a Zoning Ordinance Text Amendment to the definition of alley in order to allow commercial use of the abutting alley for access to the drive-through. FINDINGS OF FACT APPROVAL

FINDINGS OF FACT APPROVAL

Commissioner Moran motioned to approve the findings of fact with minor corrections. It was seconded by Commissioner Roberts.

Chair Bolte announced that the Commission was not going to forward the text amendment based on Attorney Martens' suggestion that since the drive through traffic flow had been reversed from the original proposal, that it was not necessary. Attorney Martens suggested that the Commission make a statement in their cover letter to the Board.

ROLL CALL VOTE – (FINDINGS OF FACT)

Comm. Benson No
Comm. Fausch Yes
Comm. Mann Yes
Comm. Roberts Yes
Comm. Moran Yes
Chair Bolte Yes

Comm. Gilbert did not vote as he was not a part of the previous discussion.

Motion approved by a final vote count of 5-1. Chair Bolte announced that the Findings of Fact will go forward to the Village Board on August 1, 2011 and final ordinance approval on September 6, 2011.

PC 11-02: Zoning Ordinance Text Amendments; The Village Board has authorized the Plan Commission to hold a public hearing relative to text amendments to the Zoning Ordinance for the Transit-Related Retail Overlay district regulations relative to additional business zoned properties incorporated into the overlay district as well as modifications to the B-1/B-2 General Business District and C Commercial District relative to density and setbacks, adding a "green roof" provision and definition, amending the Madison Street Overlay District relative side yard Setbacks and amending the Roosevelt Road Overlay District relative to fences and walls associated with outdoor storage areas. OPEN PUBLIC HEARING

Chair Bolte announced that the Village Board has authorized the Plan Commission to hold public hearings relative to text amendments to the Zoning Ordinance.

Mr. Failor announced that this public hearing was published in the local newspaper and the business district districts were notified via the Business Advisory Council. He, through Loretta Daly, Business Services Manager did a follow up notice to the Avenue and the Marion Street Business Associations.

Chair Bolte stated the Commission has 6 text amendment actions:

- 1) Transit Overlay District
- 2) Green Roof
- 3) Accessory Structure Changes
- 4) Madison Street Yard Setbacks
- 5) Business and Commercial District setbacks and density
- 6) Roosevelt Road Form-Based Overlay District and landscape codes

Mr. Failor announced that the Zoning Officer (Mike Bruce) and he discussed improvements to the Code.

AMENDMENT 1: Expanding the boundaries of the Transit-Related Retail Overlay

Mr. Failor discussed expanding the Overlay district. He stated that development south of the tracks should be consistent with development north of the tracks. There is a physical and mental barrier that prevents someone from going from North to South. The Village will be conducting underpass improvements to provide a more inviting connection between North and South Marion Street, similar to what has already occurred on the Oak Park Avenue underpass.

DISCUSSION

Comm. Roberts asked if the current regulations restrict certain uses. Mr. Failor said no, it is currently open to a larger list of land uses, which may not be consistent with the overlay district on the North side. There is some concern mentioned by Village Trustees about the South side investment of Oak Park Avenue and Marion Street relative a return on investment for the district and Village.

Chair Bolte commented that the number and type of businesses on the South side are broad and not necessarily retail focused.

Comm. Roberts asked if there will be empty buildings if this overlay district were to occur. She asked if there are retailers begging for this kind of limitation. Mr. Failor replied that these areas are not being promoted as such; based on the businesses that are there now. The idea is to extend the current regulations found on the north side to the south side in an attempt to expand the already successful business district.

Comm. Benson asked if there is no type of business that could open on the North side, couldn't it open on the South. Mr. Failor replied correct.

Comm. Roberts asked if there are realtors on the South side. Mr. Failor replied yes. There are some that would be grandfathered in. Everything that is there now would be grandfathered in unless there is an absence of a nonconforming use for a period of 6 months – 12 months. After that time they will be under the new restriction.

Mr. Failor announced that in the staff report, (2007 Committee) it was felt that having the overlay on both sides of the tracks would promote transit-oriented businesses with similar development criteria. He provided a map showing the boundaries and indicated a possible change from the previous proposal. The properties along South Boulevard would probably remain as currently zoned which is an area that is suited for office use type. It also provides a better mix in the area, but restricts-retail to just the major north –south streets of Marion and Oak Park Avenue. Mr. Failor would recommend narrowing it down.

Chair Bolte discussed including changes in the language to make it easier for an applicant to ask for exception(s) to the overlay ordinance. Concerned about only looking at Marion, she stated that unless you change the thinking about retail business, and recognize that they may be a little harder develop, leave them in the district.

Mr. Failor felt that depending on how you craft it, it may be all the same.

Comm. Fausch felt another approach would be to change the list by having less exclusion.

Mr. Failor stated that the overlay district on the North side of the track extends east and west along North Boulevard. North Oak Park Avenue, north of Lake Street is captured in the district. If including all the boundaries, we would capture the whole Business district.

Comm. Moran felt her concern is if we're restricting uses, then perhaps we should be more welcoming to those areas that front on the train tracks. It's easier and cleaner to limit them the way it's being suggested.

Comm. Fausch felt that the nonconforming uses that are there now are grandfathered in and that there are certain uses that may not be appropriate in the B-1/B-2 General Business District. She inquired as to whether or not the Plan Commission could make a different list of restricted / allowed uses. She suggested that they could make the allowed uses a little open for the transit overlay district. Mr. Failor replied, you can, but it would basically be 2 distinct overlay districts.

Comm. Gilbert felt that it is important to have an area of retail in the central business district; focusing on S. Marion and S. Oak Park and allowing the east-west cross streets to have more of a variety of businesses.

Comm. Benson felt that it is a deterrent for a business. That is time, money and resources that would be used by businesses that will eventually go elsewhere.

Mr. Failor stated we understand that and encourage more appropriate businesses there. We would direct non-appropriate business elsewhere in the village. That's why the list is created that way.

At this time, the Commission began discussion regarding the various districts.

The Plan Commission discussed the attributes of what the overlay district would bring to the business district and whether or not service uses could do the same.

Chair Bolte felt that they should revise the proposal and narrow the boundaries.

Comm. Fausch felt it allows a lot of uses that aren't retail or service, if we leave it as B1/B2.; She was more in favor of expanding it.

Comm. Moran felt in favor of limiting the retail district than allowing more uses on the end of S. Boulevard.

Comm. Mann was in favor of restricted boundaries proposed by the staff.

Comm. Roberts agrees with Comm. Moran.

Comm. Gilbert also agrees with Comm. Moran. This will allow the flexibility for other businesses in the downtown area.

Comm. Moran felt it should be expanded all the way out to Harlem.

Comm. Gilbert felt the Village would want that to be some sort of retail corridor.

ROLL CALL VOTE (Transit-Related Retail Overlay District)

Comm. Gilbert moved to accept proposal of expansions of the overlay district only along South Boulevard going West along Harlem, not along South Boulevard towards Home Avenue and also extending Southeast corner of Pleasant and Marion (commercial bldg.), then South Oak Park Avenue only and excluding going East and South Oak Park Avenue. (end of the alley to the West of Oak Park Avenue), including only properties that front Oak Park Avenue, down to the last commercial building, before the residential.

C. Benson	Yes
C. Fausch	No
C. Gilbert	Yes
C. Mann	Yes
C. Moran	Yes
C. Roberts	Yes
Chair Bolte	Yes

The motion passed. The final count was 6-1. So moved.

AMENDMENT 2: B-1/B-2 & C Districts for Lot Size/Density, Side Yard Setbacks

Mr. Failor reported that, in 2004 the Plan Commission discussed this issue. Previously the Plan Commission forwarded to the Board only the B-3 Central Business District and B-4 Downtown Business District changes. The C Commercial District was not included as the Village was beginning to discuss the Madison Street Corridor Plan. The B-1/B-2 General Business District was not forwarded due to two areas of concern the Plan Commission found within the district relative to setbacks. The other part of the discussion was density. This came out of a discussion about smaller developments, where it might allow a business owner to live above commercial or rent out units. Currently 5,000 sq. ft. for the first two units is required and 700 square feet for any additional thereafter. . We recommended changing threshold from 5,000 to 3,000. Across the board, you get a few additional units only.

DISCUSSION

Chair Bolte felt it would be even more desirable to have consistent setbacks in this district and allow smaller developments the ability to provide some dwelling units.

Mr. Failor stated there was some opposition the first time. In the findings of fact it stated that the two areas in question have front setbacks that seem to be the exception, rather than the rule. Certain residents living on the block of South Marion Street and South Boulevard testified that the front yard regulations should remain for their blocks.

The Plan Commission discussed the need to develop additional language that would help retain consistent front yard setbacks in the two areas discussed that are exceptions in the B-1/B-2 General Business District. The Plan Commission directed the attorney and village planner to provide language in the Findings of Fact for review at the next meeting.

ROLL CALL VOTE (Density, Front Yard Setbacks)

Comm. Moran motioned to adopt the amendment of B1/B2 for density and front yard setbacks as stated in the staff report and modified by language to take into account existing setbacks on certain blocks. The motion was seconded by Comm. Fausch.

C. Benson	Yes
C. Fausch	Yes
C. Gilbert	Yes
C. Mann	Yes
C. Moran	Yes
C. Roberts	Yes
Chair Bolte	Yes

The motion passed. The final count was a 7-0 vote. So moved.

AMENDMENT 3: Green Roofs

Mr. Failor stated that in the past the Village has approved green roofs in developments as a trade off for open space at grade. The purpose of open space at grade is for the absorption of moisture which will help prevent flooding. Staff wants to add a definition of Green Roof as well as include some regulations.

DISCUSSION

Comm. Benson felt there are many types of green roofs; some have nothing to do with the absorption of water. Most of them are just materials to reflect heat. Mr. Failor stated that the green roof on the Whiteco building is a good example of a green roof that does absorb moisture.

Comm. Mann stated that the roof could be 2 inches or 26 inches deep, depending on the type and purpose.

Chair Bolte discussed seeking out assistance by the Energy and Environment Commission and asking them for language. She stated that the Plan Commission should take a vote on the concept and ask the EEC to come up with some language that could be incorporated into the Findings of Fact.

Comm. Gilbert asked if there should be any language included about maintenance, or what type of planting and vegetation is required.

Chair Bolte stated the Energy and Environmental Commission may have the language regarding maintenance.

Comm. Benson felt that it has to maintain effectiveness. The ideal is absorption of water to relieve sewer issues.

Comm. Mann stated that it's there to slow down the infiltration.

Comm. Gilbert stated that the downspout would be smaller than the standard roof.

Attorney Karaca announced that he would check the Illinois Building Code.

Comm. Roberts felt she wants to make sure the roof has the same effectiveness as the current code or that of the ground.

Comm. Moran motioned to approve the green roof concept as proposed in the staff report subject to language from the Energy and Environmental Commission. Also, the Environmental Commission should give their best judgment on how to manage the effectiveness. The motion was seconded by Comm. Benson.

ROLL CALL VOTE (Green Roofs)

C. Benson	Yes
C. Fausch	Yes
C. Gilbert	Yes
C. Mann	Yes
C. Moran	Yes
C. Roberts	Yes
Chair Bolte	Yes

The motion passed. The final count was a 7-0 vote. So moved.

ADMENDMENT 4: Madison Street Overlay – Interior Side Yards

Mr. Failor announced staff is proposing to amend the Zoning Ordinance text for the Madison Street Overlay district (MSOD) relative to interior side yards. Currently the underlying districts prevail as the Overlay district does not address side yard setbacks. This was an oversight when the original overlay district was proposed. Currently, the language requires a five foot setback from the interior side property line for a mixed use building. All other yards are identified with specific requirements in the MSOD. The proposal is to have a zero lot line setback for side yards.

DISCUSSION

Comm. Roberts asked for an example.

Mr. Failor described a proposed development that could be constructed on the community garden site on Madison at Grove, across the street from the Comcast building. If a mixed use development was to occur, the proposed building would need to be 5 feet from the abutting building creating a gap in the street wall as well as creating potentially unsightly /unsafe area.

D

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

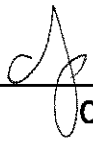
Item Title: Motion to Direct Staff to Prepare an Ordinance Amending the FY2012 General Fund Budget to Increase the Authorized Number of Full Time Employees to Include a Deputy Village Clerk Position

Resolution or Ordinance No. _____

Date of Board Action: *June 18, 2012*

Staff Review:

Interim Village Manager:



Cara Pavlicek

Village Manager's Office:

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

Pursuant to §2-10-9 of the Municipal Code, the Village Clerk is authorized to appoint a Deputy Village Clerk to perform the duties of Village Clerk in the absence of the Village Clerk. While the position of Deputy Village Clerk has been vacant since April of 2010, in May of 2010, the Executive Secretary was authorized to act in the capacity of Interim Deputy Village Clerk in the absence of the Village Clerk.

The FY2012 General Fund budget provides funding for the 6 full time equivalent (FTE) positions in the Office of the Village Clerk as follows:

- 1 - Village Clerk
- 1 - Executive Secretary
- 1 - Records Coordinator
- 2 - Sr. Administrative Clerk
- 1 - Business/License Officer

The Village Clerk has requested approval to fill the Deputy Village Clerk position which requires a budget amendment to increase the staffing level to 7 FTEs and provide funding for salary and benefits.

It should also be noted that related to this matter, the Village Clerk has requested the Village Manager modify the job classification for Deputy Village Clerk to allow for work experience to be accepted in lieu of a bachelor's degree.

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

The Village Clerk has a number of duties pursuant to the Municipal Code including but not limited to attendance at all meetings of the Board of Trustees, administration of oaths of office, keeper and custodian of all ordinances, resolutions, and proceedings of the Village

Board. The Village Clerk is also required to grant certified copies from the records and papers of the Village as well as supervise all Municipal elections. In the event of an absence from the Village of the Village Clerk, it is necessary for another authorized employee to act in the official capacity of the Clerk.

Employees in the Office of the Village Clerk also perform Village services as determined via the annual budget process which allocates these other operational duties such as business licensing, FOIA, coordination of department record storage and liaison and support to the Liquor Control Review Board and various administrative licensing activities including but not limited to chauffeur, taxi cabs, peddlers, etc.

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

N/A.

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

The FY2012 General Fund budget provides \$493,712 under 1001-41100 for the salary and benefits of 6 FTEs in the Village Clerks Office. The requested budget amendment would require an increase in this amount of \$66,000 for a total of \$559,712 for 6 FTEs.

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

The Village Board can defer this decision to the FY2013 budget process and ask the Finance Committee to consider this request along with alternatives including maintenance of a maximum of 6 FTEs with a shift in the authorized position from Executive Secretary to Deputy Village Clerk or consider a total of 6.5 FTEs with the part-time position allocated to either the Deputy Village Clerk or the Executive Secretary, for example. It is important to note that in meeting with the Village Clerk she has advocated for 7 FTEs in order to allow her to operate the Office in the most effective manner.

Proposed Recommended Action: Motion to Direct Staff to Prepare an Ordinance Amending the FY2012 General Fund Budget to Increase the Authorized Number of Full Time Employees to Include a Deputy Village Clerk Position

Department - Fund Summary

Fund: GENERAL (1001)
Department: VILLAGE CLERK (41100)

<i>Expenditure Title</i>	<i>Account Number</i>	<i>2009 Actual</i>	<i>2010 Actual</i>	<i>2011 Budget</i>	<i>2011 Estimated</i>	<i>2012 Rec.</i>
Full Time Salaries	510501	\$ 495,168	\$ 382,402	\$ 345,265	\$ 325,000	\$ 375,678
Overtime	510503	23,441	9,097	1,500	800	1,000
<i>Personal Services</i>		\$ 518,609	\$ 391,498	\$ 346,765	\$ 325,800	\$ 376,678
Life Insurance	520520	\$ 760	\$ 674	\$ 500	\$ 415	\$ 436
Health Insurance	520521	83,814	52,362	45,097	44,746	47,101
Social Security	520522	29,803	23,444	21,499	20,209	23,354
Medicare	520523	6,970	5,483	5,028	4,726	5,462
Pension Contributions	520527	47,674	42,350	37,451	37,329	40,681
<i>Fringe Benefits</i>		\$ 169,020	\$ 124,313	\$ 109,575	\$ 107,425	\$ 117,034
Printing	550601	\$ 19,177	\$ 18,671	\$ 1,000	\$ 1,000	\$ 1,000
Membership Dues	550602	240	292	1,300	500	1,300
Postage	550603	15,817	15,960	2,800	1,500	1,500
Books and Subscriptions	550606	212	-	-	50	
Office Supplies	560620	4,099	3,967	5,500	1,650	1,700
<i>Materials & Supplies</i>		\$ 39,545	\$ 38,890	\$ 10,600	\$ 4,700	\$ 5,500
Conferences/Training	530650	\$ 1,061	\$ 825	\$ 1,500	\$ 1,500	\$ 1,500
External Support	530667	16,800	8,417	51,000	20,000	51,000
Records Mgmt	530659	17,511	10,148	-	-	-
Legal Advertisements	550652	-	118	500	-	500
Office Machine Support	550671	-	-	400	-	400
<i>Contractual Services</i>		\$ 35,371	\$ 19,508	\$ 53,400	\$ 21,500	\$ 53,400
<i>Department Fund Total</i>		\$ 762,546	\$ 574,209	\$ 520,340	\$ 459,425	\$ 552,612

E

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing Execution of a Local Agency Agreement for Federal Participation for the Ridgeland Avenue and Marion Street Viaduct Enhancement Project.

Resolution or Ordinance No. _____

Date of Board Action: *June 18, 2012*

Staff Review:

Department Director Name: *Jim Budrick, Village Engineer*

Village Manager's Office: _____

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

In 2010, Engineering staff applied for Illinois Transportation Enhancement Program (ITEP) fund to improve both the Ridgeland and Marion viaducts. The State of Illinois approved the funding for these viaducts later that same year. The Village Board approved a contract with Strand Associates in January, 2011 for the design and construction engineering for this project.

The final plans have been prepared by Strand and submitted to the State. The State plans to bid the project in August of this year. In order for the State to award a contract a Local Agency Agreement for Federal Participation between the State and the Village needs to be approved.

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

The improvements envisioned for the viaducts are similar to those done at the Oak Park Avenue viaduct. These include minor concrete repairs; cleaning and painting of the steel bridge structure; major improvements to the pedestrian way through the viaduct, including LED lighting; and aesthetic and / or landscape treatments of the approaches to the viaducts. Covered bike parking shelters will also be installed at Ridgeland Avenue as part of the project.

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

The opportunities for cost savings comes in the way of grant funding for the project. Over \$750,000 in Federal Funds will be used to make these enhancements.

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

The Village's share of funds for this project have been budgeted in the Capital Improvement Program. The estimated amount of the project is approximately \$117,000 over the original budget . This is mostly due to the fact that the painting of the structure is not eligible for

funding by the grant. This is primarily due to the fact that cleaning and painting of the structures is a non-participating item under the ITEP guidelines. Funding is available from savings on other projects to cover the budget shortfall. Following is a summary of the costs for the overall project.

Fund / Account	Budget Amount	Amount Used for Project	Balance
CIP (streetscaping) 3095-43780-101-570959	\$250,000	\$250,000	\$0
CIP (project engineering) 3095-43780-101-570706	\$7,000	\$7,000	\$0
CIP (local street construction, Harlem) 3095-43780-101-570951	\$434,000**	\$117,000	\$317,000
Totals	\$691,000	\$374,000	\$317,000

***Note: original budget for Harlem was \$740,000. To date \$306,000 has been committed to work on Harlem Sewer and Sidewalks (\$209,000), Greater Downtown maintenance (\$75,000) brick crosswalk replacement on Lake Street (\$22,000) leaving a balance of \$434,000.*

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

The only alternative available is to not approve the agreement which will result in loss of the Federal funding.

Proposed Recommended Action: Approve the Resolution

RESOLUTION

AUTHORIZING AN EXECUTION OF A LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION IN THE VIADUCT ENHANCEMENT PROJECT (11-00253-00-LS)

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 Viaduct Enhancement 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 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

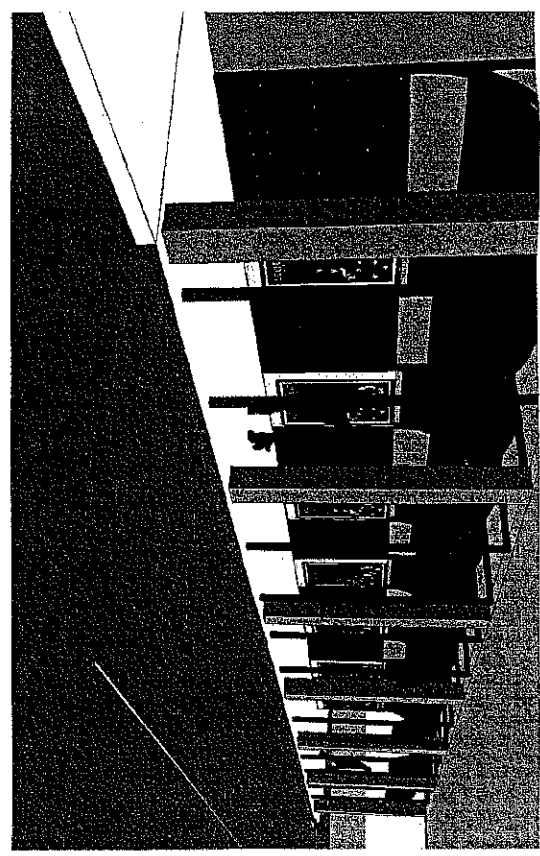
ABSENT:

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

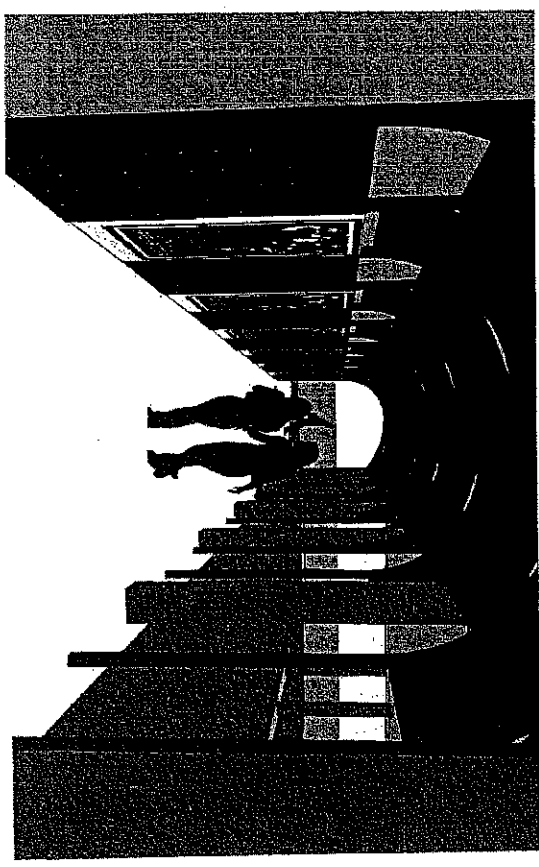
David G. Pope
Village President

ATTEST:

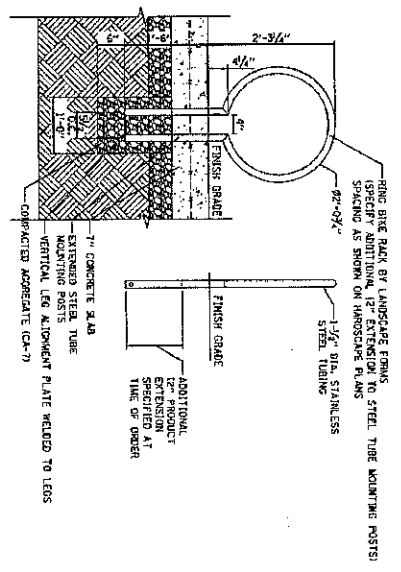
Teresa Powell
Village Clerk



MARION STREET VIADUCT ARCHITECTURAL RENDERINGS OF ORNAMENTAL METAL PANELS
(FOR INFORMATION ONLY)



MARION STREET VIADUCT ARCHITECTURAL RENDERINGS OF ORNAMENTAL METAL PANELS
(FOR INFORMATION ONLY)



 THE STATE ARCHITECT STATE OF ILLINOIS 100 N. LAUREL STREET CHICAGO, IL 60602	DATE: 12/15/2011 TIME: 10:00:00 AM	PROJECT: MARION STREET VIADUCT SHEET: 24 OF 24	REVISIONS: NO. DESCRIPTION 1. 12/15/2011 2. 12/15/2011
	DRAWN BY: J. L. [unreadable] CHECKED BY: J. L. [unreadable]	DESIGNED BY: J. L. [unreadable] DATE: 12/15/2011	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

Park a Bike

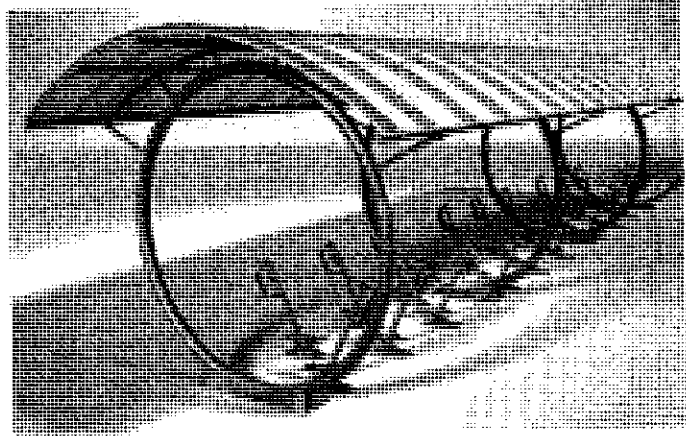
smart racks | smart solutions

parkabike.com • 800 630-7225 • info@parkabike.com

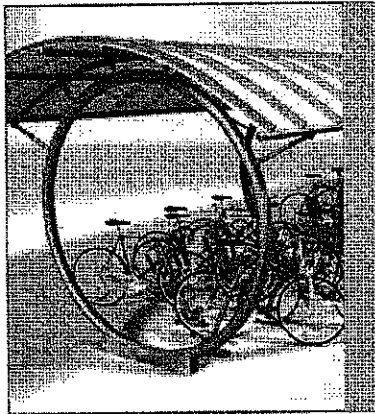
THE OASIS OUTDOOR SHELTER

FEATURES AT A GLANCE

- State-of-the-art design
- Polycarbonate, translucent roof keeps bikes and boards dry, but can let in light on a sunny day
- Durable steel frame construction to withstand harsh outdoor conditions
- Available in multiple standard and custom sizes to fit almost any outdoor space
- Design allows for one or two rows of bikes as well as additional parking as bikes can be locked to the frame of the shelter itself
- 2 part epoxy finish, galvanized or stainless steel options
- Optional 35 solar block coating for additional UV protection
- Installed on site by Park-a-Bike
- Roof is available in several different translucent color options



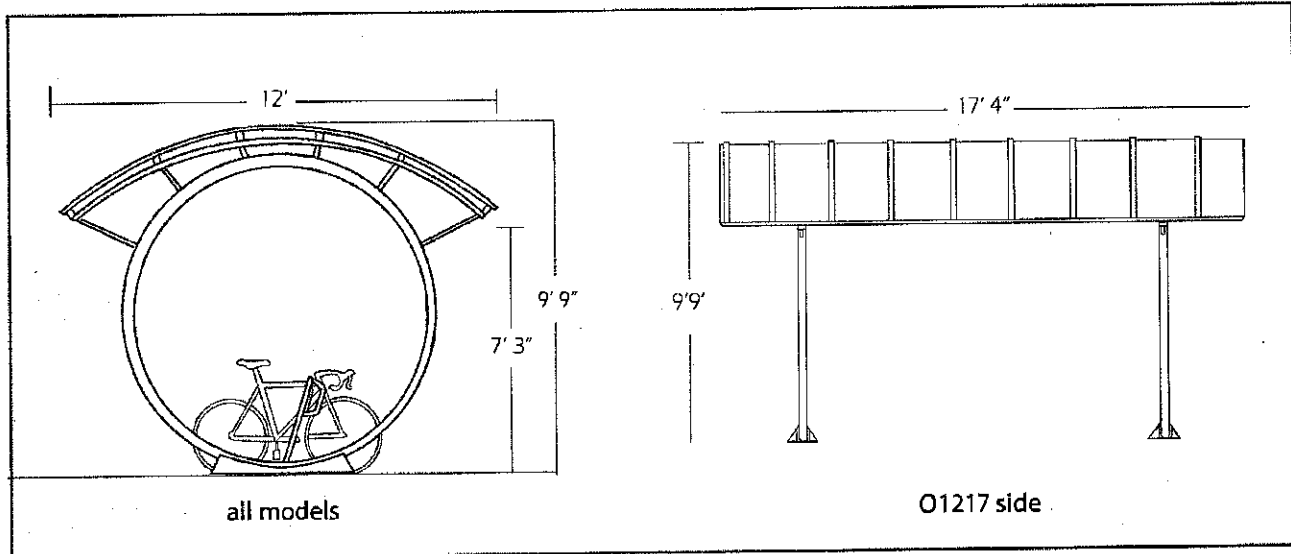
The Oasis Series



Our Oasis series outdoor shelters are designed to be mounted to a concrete surface with the provided flange, and can be customized to fit almost any space where shelters are needed.

SKU	# of racks	Dimensions	Mount	Finish Options
O1217	*3-6	12'x17'	Surface	Galvanized, Stainless Steel
O1229	*3-16	12'x29'	Surface	Galvanized, Stainless Steel
O1241	*12-24	12'x41'	Surface	Galvanized, Stainless Steel

*These capacities are based on the footprint of the Varsity Bike Dock





Illinois Department of Transportation
Local Agency Agreement for Federal Participation

Local Agency Village of Oak Park	Slate Contract X	Day Labor	Local Contract	RR Force Account
Section 11-00253-00-LS	Fund Type STE	ITEP Number 129085		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C91-475-11	TE-00D1(861)				

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 Ridgeland Avenue Viaduct and Marion Street Viaduct Route FAU 2783 Length 0.038 mi
 Termini South Boulevard to North Boulevard at each viaduct location

Current Jurisdiction Union Pacific Railroad Company Existing Structure No 016-9969, 016-0709

Project Description

Architectural aesthetic enhancement of two existing Railroad Viaducts that carry the Union Pacific, CTA, and Metra Trains over Ridgeland Avenue and Marion Street, respectively.

Division of Cost

Type of Work	STE	%	STATE	%	LA	%	Total
Participating Construction	682,760	(*)	()	()	244,890	(BAL)	927,650
Non-Participating Construction**	()	()	()	()	110,000	(100)	110,000
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	74,476	(*)	()	()	18,619	(BAL)	93,095
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 757,236		\$		\$ 373,509		\$ 1,130,745

*Maximum FHWA (STE) participation 80% not to exceed \$757,236. **Non-Participating Construction includes but is not limited to Clean and Paint Structure and HMA Surface Removal

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:
- 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;
 - 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 Number 2 Right of Entry and Indemnity Agreement

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

David Pope

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6006027 conducting business as a Governmental Entity.

DUNS Number 020947966

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation Date

By: _____

(Delegate's Signature)

(Delegate's Name - Printed)

William R. Frey, Interim Director of Highways/Chief Engineer Date

Ellen J. Schanzle-Haskins, Chief Counsel Date

Matthew R. Hughes, Director of Finance and Administration Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY


F

Item Title: Resolutions Authorizing Execution of Professional Services Agreements with Cerniglia Company and Neri Brothers Construction, Inc. for Emergency Water and Sewer Repairs in a combined total amount not to exceed \$75,000.00 for a time period of June 1, 2012 through May 31, 2013.

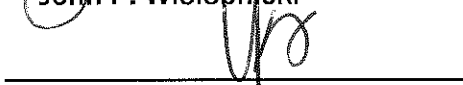
Resolution or Ordinance No. _____
Date of Board Action: June 18, 2012

Staff Review:

Public Works Director:


John P. Wielebnicki

Village Manager's Office:



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

The Department of Public Works Water and Sewer Division typically makes repairs to the water distribution and sewer collection systems with in-house staff. On the occasion when in-house staff is unavailable or lack the necessary equipment to perform such repairs, an outside water and sewer contractor is needed to make the repairs. Typical examples of such repairs are:

- Sewer main/lateral repairs in depth in excess of 10 feet. (Oak Park does not own equipment to safely dig deeper than 10 feet);
- Sewer main repairs which require long runs of sewer main to be replaced. (longer than 15 feet);
- Water valve replacement larger than 10" in size;
- New water valve insertions; and
- Water main break repairs when Village crews are not available due to multiple main breaks or crews performing snow removal operations.

In the past, the Water and Sewer Division has spent between \$10,000-\$60,000 for emergency repairs per year. The number of emergency repairs cannot be predicted, therefore this amount may vary from year to year.

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

The Water and Sewer Division requested rates for labor and equipment from area water and sewer contractors for repairs. Two contractors responded to the request.

To avoid delays in making the emergency repairs, staff is seeking Village Board approval to utilize an approved list of vendors at their proposed hourly rates. Public Works will call out the vendor with the lowest pricing first. If the preferred vendor is unavailable, the next vendor on the list will be called.

The vendor who quoted the most favorable rates is Cerniglia Company of Melrose Park, Illinois, followed by Neri Brothers Construction Inc of Roselle, IL. Both contractors are

qualified to perform the work.

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

This item is specific to Oak Park emergency water and sewer repairs therefore intergovernmental cooperation opportunities were not explored.

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

The 2012 Budget provides \$25,000.00 for emergency repairs to the water distribution system in the Water Fund, External Support, account number 5040-43730-777-530667 and \$50,000.00 for emergency repairs to the sewer collection system in the Sewer Fund, External Support, account number 5050-43750-781-530667. The entire amount is available in each fund for this work.

If awarded, the amount spent under the agreements with Cerniglia Company and Neri Brothers Construction for water and sewer repairs in 2012-2013 will not exceed \$75,000 combined.

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

Alternatives to approving selected contractors to perform this type of emergency work will greatly increase the response time to making repairs. These companies will have to be contracted on a job to job basis and provide bids to make the needed repairs.

Equipment (large excavator, additional trench boxes, etc), additional personnel, and training would be necessary for in-house staff to perform these types of repairs.

Proposed Recommended Action: Approve the Resolution

RESOLUTION

AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CERNIGLIA COMPANY FOR EMERGENCY WATER AND SEWER REPAIRS IN AN AMOUNT NOT TO EXCEED \$75,000.00 FOR A TIME PERIOD OF JUNE 1, 2012 THROUGH MAY 31, 2013.

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 Cerniglia Company of Melrose Park, Illinois for Emergency Water and Sewer Repairs in an amount not to exceed \$75,000.00. 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 18th day of June, 2012, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

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

Attest:

David G. Pope
Village President

Teresa Powell
Village Clerk

**PROFESSIONAL SERVICES AGREEMENT WITH CERNIGLIA COMPANY FOR EMERGENCY WATER AND
SEWER REPAIRS**

This Agreement is between the Village of Oak Park, 123 Madison Street, Oak Park, IL 60302 and Cerniglia Company, 3421 W. Lake St., Melrose Park, IL 60160 for emergency repairs to the Village's water and sewer distribution system for a period of June 1, 2012 through May 31, 2013.

Whereas, the Village of Oak Park Department of Public Works operates a water and sewer distribution system that, from time to time, needs to be repaired on an emergency basis; and

Whereas, Cerniglia Company is qualified to perform emergency water and sewer repairs; and

Whereas, Cerniglia Company has quoted 2012-2013 labor and equipment rates for emergency repairs; and

Whereas, the Village of Oak Park accepts those rates.

Now Therefore, the parties agree as follows:

1. This agreement is valid for services performed from June 1, 2012 through May 31, 2013.
2. The Village agrees to utilize Cerniglia Company for emergency repairs on an as needed basis in 2012-2013.
3. Cerniglia Company agrees to bill the Village for services provided at the rates set forth on the attached price schedule.
4. The total amount to be paid to Cerniglia Company pursuant to this agreement will not exceed \$75,000.00 in 2012-2013.
5. This is a non-exclusive agreement. Cerniglia acknowledges that the Village will have the right to utilize other vendors based on price and availability.

Village of Oak Park

Cerniglia Company

Cara Pavlicek
Interim Village Manager

By: _____

Title

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

RESOLUTION

AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH NERI BROTHERS CONSTRUCTION, INC. FOR EMERGENCY WATER AND SEWER REPAIRS IN AN AMOUNT NOT TO EXCEED \$75,000.00 FOR A TIME PERIOD OF JUNE 1, 2012 THROUGH MAY 31, 2013.

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 Neri Brothers Construction, Inc. of West Chicago, Illinois for Emergency Water and Sewer Repairs in an amount not to exceed \$75,000.00. 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 18th day of June, 2012, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

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

Attest:

David G. Pope
Village President

Teresa Powell
Village Clerk

**PROFESSIONAL SERVICES AGREEMENT WITH NERI BROTHERS CONSTRUCTION FOR EMERGENCY
WATER AND SEWER REPAIRS**

This Agreement is between the Village of Oak Park, 123 Madison Street, Oak Park, IL 60302 and Neri Brothers Construction, Inc., 7N480 North Garden Ave., Roselle, IL 60172 for emergency repairs to the Village's water and sewer distribution system for a period of June 1, 2012 through May 31, 2013.

Whereas, the Village of Oak Park Department of Public Works operates a water and sewer distribution system that, from time to time, needs to be repaired on an emergency basis; and

Whereas, Neri Brothers is qualified to perform emergency water and sewer repairs; and

Whereas, Neri Brothers has quoted 2012-2013 labor and equipment rates for emergency repairs; and

Whereas, the Village of Oak Park accepts those rates.

Now Therefore, the parties agree as follows:

1. This agreement is valid for services performed from June 1, 2012 through May 31, 2013.
2. The Village agrees to utilize Neri Brothers for emergency repairs on an as needed basis in 2012-2013.
3. Neri Brothers agrees to bill the Village for services provided at the rates set forth on the attached price schedule.
4. The total amount to be paid to Neri Brothers pursuant to this agreement will not exceed \$75,000.00 in 2012-2013.
5. This is a non-exclusive agreement. Neri Brothers acknowledges that the Village will have the right to utilize other vendors based on price and availability.

Village of Oak Park

Neri Brothers

Cara Pavlicek
Interim Village Manager
REVIEWED AND APPROVED
AS TO FORM

By: _____

Title

JUN 12 2012

LAW DEPARTMENT

**VILLAGE OF OAK PARK WATER and
SEWER EMERGENCY REPAIRS PRICE
QUOTE LIST for June 2012- May 2013**

Descriptor	Cerniglia Company		Neri Bothers Construction, INC.	
	Regular	Overtime	Regular	Overtime
Labor	Cost per Hour			
Supervisor			\$136.00	\$170.00
Foreman	\$102.00	\$130.00	\$126.00	\$160.00
Operator	\$96.00	\$120.00	\$132.00	\$166.00
Plumber	\$100.00	\$125.00		
Laborer	\$91.00	\$111.00	\$103.00	\$132.00
Driver	\$91.00	\$111.00	\$97.00	\$126.00
Equipment	Cost per Hour			
	includes operator/driver rate		includes operator/driver rate	
Service Truck	\$115.00	\$920.00	\$295.00	\$2,360.00
Air Compressor	\$40.00	\$320.00	\$350.00	\$2,800.00
Small Dump Truck	\$100.00	\$800.00	\$100.00	\$800.00
Semi-Dump Truck	\$115.00	\$920.00	\$105.00	\$840.00
Skidsteer	\$155.00	\$1,240.00	\$160.00	\$1,280.00
Mini-Excavator	\$135.00	\$1,080.00	\$185.00	\$1,480.00
Combination Loader / Backhoe	\$155.00	\$1,240.00	\$175.00	\$1,400.00
End Loader	\$180.00	\$1,440.00	\$200.00	\$1,600.00
Hydraulic Backhoe/Track Excavator	\$195.00	\$1,560.00	\$290.00	\$2,320.00
Lowboy	\$180.00	\$1,440.00	\$195.00	\$1,560.00

**VILLAGE OF OAK PARK WATER and
SEWER EMERGENCY REPAIRS PRICE
QUOTE LIST for June 2012- May 2013**

Descriptor

**Neri Bothers
Construction, INC.**

Cerniglia Company

Pumps						
2"	\$40.00	\$320.00	\$150.00	\$1,200.00		
3"	\$45.00	\$360.00	\$160.00	\$1,280.00		
4"	\$55.00	\$440.00	\$170.00	\$1,360.00		
6"	\$80.00	\$640.00	\$800.00	\$6,400.00		
Breaker	\$125.00	\$1,000.00	\$200.00	\$1,600.00		
Roller	\$150.00	\$85.00	\$250.00	\$2,000.00		
Arrow Board	\$135.00	\$135.00				
Safety Box	\$240.00	\$240.00				
Barricades - type I w/flashers	\$2.00	ea. per day				
Barricades - type III w/flashers	\$5.00	ea. per day				
Construction sign w/stand	\$5.00	ea. per day				
cones	\$0.50	ea. per day				
walk behind saw w/truck			\$175.00	\$250.00		
trench box						
8' x 24'			\$400.00	\$400.00		
8' x 20'			\$400.00	\$400.00		
8' x 16'			\$350.00	\$350.00		
8' x 12'			\$350.00	\$350.00		
8' x 6'			\$300.00	\$300.00		

**VILLAGE OF OAK PARK WATER and
SEWER EMERGENCY REPAIRS PRICE
QUOTE LIST for June 2012- May 2013**

Descriptor	Cerniglia Company	Neri Bothers Construction, INC.
2500 watt generator		\$100.00 \$100.00
manhole blower		\$150.00 \$150.00
gas detector		\$175.00 \$175.00
manhole tripod w/harness		\$200.00 \$200.00
hydrostatic water main test pump		\$200.00 \$200.00
Steele plates		\$150.00 \$150.00
12" cut off saw		\$100.00 \$100.00
7 yrd bedding box		\$85.00 \$85.00
		\$275.00 \$275.00
Miscellaneous Charges		
Spoil Removal	\$140.00 per load	
Spoil Removal - Unsuitable Soil	\$495.00 per load	
CA6 - Gravel	\$11.00 per ton	
3/4" gravel	\$16.00 per ton	
Material Markup	25%	
Typical Sewer Lateral Repair - example: deep sewer 15'		
Labor and equipment - no material		
Labor	hrs reg	price Total
Foreman	8.00	\$102.00 \$816.00
		\$126.00 \$1,008.00

**VILLAGE OF OAK PARK WATER and
SEWER EMERGENCY REPAIRS PRICE
QUOTE LIST for June 2012- May 2013**

Descriptor	Cerniglia Company		Neri Bothers Construction, INC.	
Operator	8.00	\$768.00	\$132.00	\$1,056.00
Laborer	8.00	\$728.00	\$103.00	\$824.00
Laborer	8.00	\$728.00	\$103.00	\$824.00
Driver	8.00	\$728.00	\$97.00	\$776.00
Equipment move - driver	2.00	\$182.00	\$97.00	\$194.00
Lowboy move -	2.00	\$182.00	\$97.00	\$194.00
Equipment return- driver	2.00	\$182.00	\$97.00	\$194.00
Lowboy return -	2.00	\$182.00	\$97.00	\$194.00
Equipment				
combination backhoe	1.00	\$155.00	\$175.00	\$175.00
breaker	1.00	\$125.00	\$25.00	\$25.00
track excavator	8.00	\$245.00	\$290.00	\$2,320.00
semi-dump truck	8.00	\$115.00	\$105.00	\$840.00
service truck	8.00	\$115.00	\$295.00	\$2,360.00
Total		\$8,576.00		\$10,984.00

CERNIGLIA COMPANY
TIME AND MATERIAL RATES
MAY 1, 2012 THRU MAY 31, 2013
VILLAGE OF OAK PARK

<u>EXCAVATORS</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
Mini-Excavator with operator	\$135.00	\$160.00
John Deere-Combo with operator	\$155.00	\$180.00
Hydraulic Backhoe/Track Excavator with operator (Various size backhoes)	\$195.00	\$220.00
Excavator LS 5800 with operator (for depths deeper than 16')	\$245.00	\$270.00
Lowboy with driver (excludes permits)	\$180.00	\$200.00
<u>LOADERS</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
Bobcat with operator	\$155.00	\$180.00
T-300 Track Skidsteer with operator	\$155.00	\$180.00
End Loader with operator	\$180.00	\$205.00
<u>TRUCKS</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
Service Truck with laborer	\$115.00	\$135.00
Pickup Truck with laborer	\$115.00	\$135.00
Semi-Dump with driver	\$115.00	\$135.00
Flatbed Truck with driver	\$115.00	\$135.00
Small Dump Truck with driver	\$100.00	\$120.00
Water Truck with driver	\$115.00	\$135.00
<u>MISCELLANEOUS EQUIPMENT</u>	<u>HOURLY RATE</u>	
Coring Machines 2" - 14"	Call for Quote	
Breaker	\$125.00/per hour	
Roller with operator	\$150.00/per hour	
Arrow Board	\$135.00 per day	
Safety Box	\$240.00/per day	
Barricades-Type 1 with flashers	\$2.00 each/per day	
Barricades-Type 3 with flashers	\$5.00 each/per day	
Diamond Sign & Stand	\$5.00 each/per day	
Cones	\$0.50 each/per day	
Air Compressor	\$40.00/per hour	
Pumps-2"	\$40.00/per hour	
Pumps-3"	\$45.00/per hour	
Pumps-4"	\$55.00/per hour	
Pumps-6"	\$80.00/per hour	
Generator	\$400.00/per day	

CERNIGLIA COMPANY
 TIME AND MATERIAL RATES
 MAY 1, 2012 THRU MAY 31, 2013
 VILLAGE OF OAK PARK

<u>MISCELLANEOUS CHARGES</u>		
Spoil Disposal	\$140.00 per load	
Spoil Disposal-Mixed Loads	\$495.00 per load	
Spoil Disposal (OT & Weekend)*	\$150.00 per load	
Spoil Disposal-Mixed Loads (OT & Weekend)*	\$505.00 per load	
CA-6 gravel	11.00 per ton	
CA-7 gravel	\$16.00 per ton	
CA-6 gravel (OT & Weekend)**	\$13.00 per ton	
CA-7 gravel (OT & Weekend)**	\$18.00 per ton	
*Note: Rate for loading spoils a 2nd time next day		
**Note: Rate due to 2nd trip to replenish our stock		
<u>JOB SPECIFIC MATERIAL</u>		
Cost plus 25%		
<u>PERSONNEL</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
Foreman	\$102.00	\$130.00
Operator	\$96.00	\$120.00
Plumber	\$100.00	\$125.00
Laborer	\$91.00	\$111.00
Driver	\$91.00	\$111.00
NOTES: All time and material billings have a 4 hour minimum charge		
Overtime charges in effect after 3:30 p.m. weekdays and all day Saturday		
Double time rate is in effect Sunday and holidays		
Rental rates subject to change without notice- due to labor rate changes		
<u>EMERGENCY PHONE NUMBERS</u>		
Office with 24 hour answering service	708-343-8586	
Lou Napolitano III	708-899-2243	
Ralph Cimino	708-514-1580	
Wayne Pesek	708-774-0129	

If accepted, please date and sign below

VILLAGE OF OAK PARK, ILLINOIS

Accepted this _____ of _____ 2012

Signature _____

Name (Printed) _____

NERI BROTHERS CONSTRUCTION, INC.

7N480 North Garden Ave.
Roselle, IL 60172

Telephone 630/980-2500
FAX 630/980-2518

Effective Date: June 1, 2012

<u>DESCRIPTION</u>	<u>RATE</u>
<u>TRUCKS</u>	
Semi/Dump	\$105.00 /Hr
Six-Wheeler	\$100.00 / Hr
Chevy 2500 Pickup	\$295.00 /Day
Talbert Lowboy 55 ton	\$195.00 / Hr
<u>EXCAVATORS</u>	
Cat 314C L	\$185.00 /Hr
Cat 320 L	\$195.00 /Hr
Cat 325 L	\$215.00 /Hr
Cat 235 C	\$290.00 /Hr
<u>RUBER TIRE LOADERS</u>	
Cat IT 928 G	\$200.00 /Hr
Cat 928 F	\$185.00 /Hr
Cat 938 F	\$195.00 /Hr
<u>TRACK LOADERS</u>	
Cat 953 C	\$204.00 /Hr
Cat 963 C	\$225.00 /Hr
<u>COMBINATION LOADERS</u>	
Cat 430 D	\$175.00 /Hr
<u>BOBCAT SKIDSTEER</u>	
Cat 262 B	\$160.00 /Hr
<u>*Above rates include machine operator / truck driver (regular time).</u>	
<u>LABOR RATES</u>	<u>Regular / Overtime</u>
Supervisor	\$136.00 / \$170.00 /Hr
Foreman	\$128.00 / \$160.00 /Hr
Laborer	\$103.00 / \$132.00 /Hr
Operator	\$132.00 / \$166.00 /Hr
Truck Driver	\$97.00 / \$126.00 /Hr
<u>COMPACTOR</u>	
Multiquip Plate 24"	\$200.00 /Day
Bomag BPR 35/38	\$250.00 /Day
<u>WALK BEHIND SAW W/TRUCK</u>	
Target 65 Hp Floor Saw Depth 12" max	\$175.00 /Hr
<u>TRENCH BOXES</u>	
8' x 24'	\$400.00 /Day
8' x 20'	\$400.00 /Day
8' x 16'	\$350.00 /Day
8' x 12'	\$350.00 /Day
8' x 6'	\$300.00 /Day
<u>COMPRESSOR</u>	
Atlas Copco 185 w/Air Hose & 90 Lb Hammer	\$350.00 /Day
<u>PUMPS</u>	
2" Trash Pump	\$150.00 /Day
3" Trash Pump	\$160.00 /Day
4" Trash Pump	\$170.00 /Day
6" Water Pump	\$800.00 /Day
<u>MISCELLANEOUS</u>	
Generator 2500 Watts	\$100.00 /Day
Manhole Blower	\$150.00 /Day
Lumidor Gas Detector	\$175.00 /Day
Manhole Tripod and Harness	\$200.00 /Day
Hydrostatic Water Main Test Pump	\$200.00 /Day
Agi Laser Beams	\$150.00 /Day
Steel Street Plates	\$100.00 /Day
12" Cut-Off Saw	\$85.00 /Day
7 Yard Bedding Box	\$275.00 /Day

Prices are subject to change due to fuel cost volatility.

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

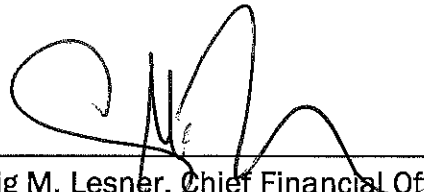
6

Item Title: Ordinance Amending the Fiscal Year 2012 Budget changing the appropriation for the Department of Public Works within the Capital Improvement Fund in the amount of \$21,950


Resolution or Ordinance No. _____

Date of Board Action: *June 18, 2012*

Staff Review: Department Director Name:



Craig M. Lesner, Chief Financial Officer



Village Manager's Office:

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

From time to time Village operations change necessitating amendments to the approved budget.

In December, 2011, the Village settled ongoing litigation centered on the 2003 Intergovernmental Agreement in the Downtown Oak Park Tax Increment Finance District. As a part of the resolution, it was agreed to that the Tax Year 2010 collections would not be available for regular purchases as had been appropriated. Instead, after allowable deductions, all remaining revenues would be carried through the surplus distribution process.

Further, all FY 2012 (tax year 2011) appropriated expenses require an alternative funding source.

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

This project was initially funded by the Downtown Oak Park TIF. This amendment is presented to move savings available from the local match portion of the Harlem Avenue street reconstruction project toward the cost of these expenses

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

Not applicable

VILLAGE OF OAK PARK

AGENDA ITEM COMMENTARY

- Continued -

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

This amendment moves \$21,950 from 3095-43700-101-570951 (Local Street Construction) to 3095-43700-101-570952 (Downtown TIF Improvements). The remaining balance of local street construction for the Harlem local match account will be \$642,050

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

Should the Village Board not concur with the Finance Committee recommendations, it could choose to not fund particular projects and/or choose alternative sources.

Proposed Recommended Action:

Approve the Ordinance

**ORDINANCE AMENDING THE 2012 ANNUAL BUDGET CHANGING THE
APPROPRIATION FOR THE DEPARTMENT OF PUBLIC WORKS WITHIN
THE CAPITAL IMPROVEMENT FUND IN THE AMOUNT OF \$21,950**

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois, that the 2012 Annual Village Budget is amended as follows:

Expenditures are hereby amended to reflect changes to the 2012 Budget for the Department of Public Works within the Capital Improvement Fund to transfer appropriations:

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>STRIKE AMOUNT</u>	<u>ADD AMOUNT</u>
3095-43700-101-570951	Local Street Construction	\$2,425,000	\$2,403,050
3095-43700-101-570952	Downtown TIF Improvements	\$75,000	\$96,950

ADOPTED this 18th day of **June 2012**, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this _____ day of June 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

H(1)

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant and Authorizing the Execution of Marketing Services Agreement MSA 1201-G.

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

Staff Review:

Department Director Name: Tammie Grossman
Tammie Grossman

Village Manager's Office: [Signature]

Citizen Advisory Board or Commission Issue Processing (Dates of Related Commission Meetings):
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 May 2, 2012 and recommended for approval.

Item Policy Commentary (Key Points, Current Issue, Bid Process, Recommendation):
The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1201-G (206-14 N Austin Boulevard - a 38 unit building). The property owner is requesting a unit improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to rehab five units at a cost of at least \$6,000 per unit. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., dwelling license,

loans, taxes, code, water billing, Community Relations reports, and the Housing Center.

Staff Commentary (If applicable or different than Commission):

This grant 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: (Account #; Balance; Cost of contract)

The grant of \$10,000 will reduce the remaining budgeted balance of \$200,000 to \$190,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:

Bill Berg,	Aye
Peggy LaFleur	Aye
Meredith Morris	Aye
Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/905-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$50,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$60,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/805-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$38,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$28,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$18,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$8,000.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total									\$60,000.00

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$90,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$80,000.00
226	Oak Park Residence Corporation	301-11 Harrison/501-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$70,000.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$60,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$50,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$40,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.5	48	\$10,000.00	\$10,000.00	\$20,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$10,000.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
563	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total

\$120,000.00

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Rental Reimbursement Recommendation	Budget Balance
					Evaluation Score (20 Points Max)	OPRHC/ Staff Score		
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$75,500.00
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$65,500.00
5	Oak Park Residence Corporation	15-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$60,700.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$50,700.00
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$28,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00
22	Oak Park Residence Corporation	470-92 N Austin/6-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
560	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
563	Commercial Equity Corporation	326 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
551	Commercial Equity Corporation	425 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total							\$80,000.00	\$0.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

SCHUMAN CORPORATION
Owner
206-14 N AUSTIN BOULEVARD
Building Address
10
Building Number
February 8, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 0702000945-00 (R.K. McGee)
Other Indebtedness

MS
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection 100% Building Inspection

Date DL
Date 2-8-12

Compliance Repairs Made Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days Did Not Complete Repairs on Schedule

Reason for any Concerns

Initial
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK

Initial
2-21-12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SA
Initial
3/29/2012
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

EXTERIOR / 1001

SA
Initial
3/29/2012
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

3/1/2012 \$20,276.36
Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

SA
Initial
3/15/2012
Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1201-G
38 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$200,000 of those funds were available for such grants.

b) The premises at 206-14 N Austin Boulevard consists of a multi-family dwelling with 38 units owned by Schuman Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit III.

SECTION II

The Village awards a grant in the amount of \$10,000 to Schuman Corporation, contingent upon the Owner's execution of a Note, Mortgage and Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the

amount of the draw for work within the Scope of Work.

SECTION III

The \$10,000 grant shall be secured by a junior mortgage recorded against the premises, and evidenced by a Note, which Note and Mortgage shall substantially conform to those attached hereto and made a part hereof as Exhibits I and II.

SECTION IV

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1201-G with Schuman Corporation, owner of the 38 unit apartment building at 206-14 N Austin Boulevard in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit III.

SECTION V

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

NOTE

MSA-1201-G

\$10,000

Oak Park, Illinois June 18, 2012

FOR VALUE RECEIVED, Schuman Corporation, hereinafter referred to as "Owner," promises to pay to the Village of Oak Park, the principal sum of Ten Thousand and No/100 Dollars and no interest except as herein provided as follows: The principal and interest shall be payable in full upon the earliest of the following occurrences or date:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in that Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without payment of principal or interest.
2. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest at twelve percent per annum.
3. If the Village gives the Owner written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

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

Payments are to be made at the office of the Finance Director, 123 Madison Street, Oak Park, Illinois 60302.

Without the prior written consent of the Village of Oak Park, the Owner shall not convey or encumber title to the premises securing the payment hereof.

The Village may elect to accelerate the entire unpaid principal balance as stated above. No delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance, encumbrance or default.

A violation in the Mortgage supporting this Note shall be prima facie evidence of a default in the performance of the Mortgage to keep the premises fully repaired and in compliance with the Zoning Ordinance of the Village of Oak Park, the Village's Building Code, and the Code of the Village of Oak Park, including without limitation the provisions relating to housing, health, and fair housing.

IMPORTANT – Preserve this note after payment to obtain release of Mortgage

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"):

Lots 6 and 7 in Block 4 in the Subdivision of that part of the East Quarter of the South West Quarter of Section 8, Township 39 North, Range 13 lying between the South line of the Chicago and Northwestern Railroad Right of Way and the North line of the Dunning Railroad Right of Way, in Cook County, Illinois.

Permanent Real Estate Index Number(s): 16-08-311-015-0000

Address(es) of Real Estate: 206-14 N Austin Boulevard
Oak Park, Illinois

Date: _____

MORTGAGE

MSA 1201-G

PIN: 16-08-311-015-0000

THIS MORTGAGE is made this 18th day of June, 2012 between Schuman Corporation, herein referred to as "Mortgagors," and The Village of Oak Park, an Illinois municipal corporation, herein referred to as "Mortgagee."

Mortgagors are justly indebted to the Village of Oak Park, the legal holder of a principal promissory note, termed " Note," executed by Mortgagors on the same date as this Mortgage, and made payable to Village of Oak Park and delivered, by which Note Mortgagors promise to pay the principal sum of \$10,000 and interest from June 18, 2012 on the balance of principal remaining from time to time unpaid at the rate of Twelve Percent (12%) per annum, or the highest amount allowed by law, whichever is less, except as herein provided as follows:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in the Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without any payment of principal or interest.
2. In the event that the Mortgagor sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.
3. If the Village gives the Mortgagor written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Mortgagor

EXHIBIT II

fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

If the Village receives notice of default and delays electing to accelerate the payment of principal or interest, no such delay shall be deemed to constitute a waiver of its rights under this Mortgage. All parties severally waive presentment for payment, notice of dishonor, protest and notice of protest.

All payments of principal and interest are to be made payable to the Village of Oak Park and delivered to the Finance Director, 123 Madison St., Oak Park, IL.

To secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned Note and of this Mortgage, and the Mortgagors' performance of the covenants and agreements referred to herein, Mortgagors CONVEY AND WARRANT unto 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, Cook County, Illinois, to wit:

LOTS 6 AND 7 IN BLOCK 4 IN THE SUBDIVISION OF THAT PART OF THE EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 LYING BETWEEN THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY AND THE NORTH LINE OF THE DUNNING RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

which, with the property hereinafter described, is referred to herein as the "premises":

Permanent Real Estate Index Number(s): 16-08-311-015-0000

Address(es) of Real Estate: 206-14 N Austin Boulevard

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon 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. The parties agree 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 also be part of the mortgaged premises;

TO HAVE AND TO HOLD forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws

EXHIBIT II

of the State of Illinois, which rights and benefits Mortgagors do hereby expressly release and waive.

1. Mortgagors shall: (1) keep the premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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.

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 the original or duplicate receipts therefor. To prevent default hereunder, 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 and maintain an all risk property insurance policy providing for payment of the cost to replace or repair any property damage or to pay in full the principal and interest on the Note, which insurance shall be issued by companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the Mortgagee, 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 Mortgagee 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. 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.

5. When the indebtedness hereby secured shall become due, whether by the terms of the note or by acceleration or otherwise, the holder of the Note or the Mortgagee shall have the right to foreclose the lien hereof 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 allowed by law, which may be paid or incurred by or on behalf of Mortgagee or holders of the note including but not limited to 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) of procuring all such abstracts of title, title searches and examinations, and guarantee policies which may be reasonably

EXHIBIT II

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 expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of twelve per cent per annum, or the maximum amount allowed by law, whichever is less, 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 hereby secured; 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.

6. The proceeds of any foreclosure sale of the premises shall be distributed in accordance the Illinois Mortgage Foreclosure Law.

7. 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 such receiver by appointment of Mortgagee in possession. Such receiver shall have power to collect the rents, issues and profits of said 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 said 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 the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

8. No action for the enforcement of the lien of this Mortgage or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. 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.

10. Mortgagee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, 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.

11. 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.

12. This Mortgage and all provisions hereof, shall extend to and be binding upon the Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein 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.

13. 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 the record owner is: Schuman Corporation.

Witness the hands and seals of Mortgagors the day and year first above written.

Signature of Mortgagor

Signature of Mortgagor

Printed Name of Mortgagor

Printed Name of Mortgagor

State of Illinois,
County of COOK

I, the undersigned, a Notary Public in and for Cook County, Illinois certify that _____ and _____

Personally known to me to be the same person(s) whose name appears above, appeared before me this day in person, and freely and voluntarily subscribed to the foregoing instrument, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this ____ day of _____, 20 ____.

Notary Public

**MARKETING SERVICES AGREEMENT
WITH A UNIT IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
206-14 N AUSTIN BOULEVARD
38 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 206-14 N Austin Boulevard.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

Before receiving any grant funds and as a condition of this Agreement, the Owner must execute a Mortgage and Note with the Village. In accordance with the terms of the Note and Mortgage executed by the Owner, the Village agrees to reimburse the Owner in an amount not to exceed \$2,000 per dwelling unit for individual unit improvements, as approved by the Village and the Housing Center prior to commencing the work, up to a maximum of \$10,000 for the building.

The Owner must match the Village's grant on a 2:1 basis. Under the terms of this Agreement for this 38 unit building, the Village will expend the sum of \$10,000 and the Owner will expend the sum of \$20,000 for building improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized building improvements and repairs.

13. Grant Term

The Owner has three years from the date of the approval of the grant to expend the funds for unit improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds. In addition, the Village will have all rights and remedies under its Mortgage. In order to secure the Owner's participation in this Marketing Services Agreement, the Village will record a mortgage against the property for the amount of the grant funds expended by the Village. The funds will carry an annual interest rate of TWELVE PERCENT (12%), or the highest amount allowed by law, whichever is less. However, there shall be no

payment of either principal or interest by the Owner during the term of this Agreement. If the Owner successfully completes the full three year term of the Agreement, the Village shall discharge the Owner's indebtedness and shall cancel the note on the loan and release any security interest it may have without any payment of principal or interest by the Owner.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement, or Mortgage and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or

legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the agreement for breach, the Village will have the right to repayment of principal and interest as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
206-14 N Austin Boulevard

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

Oak Park Model Lease Addendum

Address 206-14 N AUSTIN BOULEVARD

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.
- The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.
- No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

H(2)

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant and Authorizing the Execution of Marketing Services Agreement MSA 1202-G.

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units within a building certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1202-G (232-34 N Austin Boulevard/5-9 Pleasant Street - a 15 unit building). The property owner is requesting a unit improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to rehab five units at a cost of at least \$6,000 per unit. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e.,

dwelling license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant application was reviewed and approved by Housing Programs Division staff (Housing Programs Coordinator and Housing Programs Manager) and the Housing Programs Advisory Committee.

In past years, the Oak Park Residence Corporation (ResCorp) received grants for general operating support. Beginning in 2011, ResCorp received no operating support from the Village and only received \$25,000 in funding to operate the Small Condo Program. HPAC recommends that ResCorp's building specific grant be approved since ResCorp no longer receives operating support from the Village. Rescorp buildings were evaluated using the same criteria as the other applicants.

Should the Board decide to fund this request, the other complicating factor is that due to the tax-exempt bond funding utilized by ResCorp, it is difficult to place a subordinate lien on the properties. Given ResCorp's mission and history as a partner agency, HPAC and staff do not consider this to be a concern and would recommend entering into a grant agreement with ResCorp and forgo the secondary lien.

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

The grant of \$10,000 will reduce the remaining budgeted balance of \$190,000 to \$180,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$60,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$60,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$64,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$38,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$28,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$8,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$5,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$90,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$80,000.00
226	Oak Park Residence Corporation	301-11 Harrison/501-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$70,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$60,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$50,000.00
55	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$40,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$20,000.00
53	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$10,000.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
563	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00
Total								\$120,000.00	

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Rental Reimbursement Recommendation	Budget Balance
					Evaluation Score (20 Points Max)	OPRHC/ Staff Score		
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$80,000.00
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$80,700.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$80,700.00
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$36,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$25,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mather & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	915-18 S Lombard Avenue	Yes	5	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total							\$80,000.00	\$0.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

OAK PARK RESIDENCE CORPORATION
Owner
232-34 N AUSTIN/5 PLEASANT
Building Address
11
Building Number
February 10, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns
Initial C.M.
Date 2/27/12

Finance Department

Water Bill Current Yes No

Acc # 0702 000773-00
Other Indebtedness
Initial HS
Date 3-15-12

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection 100% Building Inspection
Date SL
Date 2-9-12

Compliance Repairs Made Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days Did Not Complete Repairs on Schedule

Reason for any Concerns
Initial
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
 Initial
2-21-12
 Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SH
 Initial
3/29/2012
 Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

*EXTREME/DOY,
 BROKEN GATE SW CORNER PROPERTY.*

DRK/KSR
 Initial
11/22/12
 Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
 Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

2/21/2012 *\$11,865.21*
 Date Paid Amount 1st installment

Date Paid Amount 2nd installment

Reason for any Concerns

SH
 Initial
3/15/2012
 Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1202-G

15 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$190,000 of those funds were available for such grants.

b) The premises at 232-34 N Austin Boulevard/5-9 Pleasant Street consists of a multi-family dwelling with 15 units owned by Oak Park Residence Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit I.

SECTION II

The Village awards a grant in the amount of \$10,000 to Oak Park Residence Corporation, contingent upon the Owner's execution of a Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the

premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the amount of the draw for work within the Scope of Work.

SECTION III

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1202-G with Oak Park Residence Corporation, owner of the 15 unit apartment building at 232-34 N Austin Boulevard/5-9 Pleasant Street in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit I.

SECTION IV

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**MARKETING SERVICES AGREEMENT
WITH A UNIT IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
232-34 N AUSTIN BOULEVARD/5-9 PLEASANT STREET
15 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 232-34 N Austin Boulevard/5-9 Pleasant Street.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

The Village agrees to reimburse the Owner in an amount not to exceed \$2,000 per dwelling unit for individual unit improvements, as approved by the Village and the Housing Center prior to commencing the work, up to a maximum of \$10,000 for the building. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 15 unit building, the Village will expend the sum of \$10,000 and the

Owner will expend the sum of \$20,000 for unit improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized unit improvements and repairs.

13. Grant Term

The Owner has three years from the date of the approval of the grant to expend the funds for unit improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner

or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the agreement for breach, the Village will have the right to repayment as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
232-34 N Austin Boulevard/5-9 Pleasant Street

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

[Handwritten Signature]
LAW DEPARTMENT

EXHIBIT I

Oak Park Model Lease Addendum

Address 232-34 N AUSTIN BOULEVARD/5-9 PLEASANT
STREET

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.

7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.
8. **RETIALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.
- The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.
- No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

H(3)

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant and Authorizing the Execution of Marketing Services Agreement MSA 1203-G.

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2011, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1203-G (302-04 N Austin Boulevard/2-12 Pleasant Street - a 19 unit building). The property owner is requesting a unit improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to rehab five units at a cost of at least \$6,000 per unit. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e.,

dwelling license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant application was reviewed and approved by Housing Programs Division staff (Housing Programs Coordinator and Housing Programs Manager) and the Housing Programs Advisory Committee.

In past years, the Oak Park Residence Corporation (ResCorp) received grants for general operating support. Beginning in 2011, ResCorp received no operating support from the Village and only received \$25,000 in funding to operate the Small Condo Program. HPAC recommends that ResCorp's building specific grant be approved since ResCorp no longer receives operating support from the Village. Rescorp buildings were evaluated using the same criteria as the other applicants.

Should the Board decide to fund this request, the other complicating factor is that due to the tax-exempt bond funding utilized by ResCorp, it is difficult to place a subordinate lien on the properties. Given ResCorp's mission and history as a partner agency, HPAC and staff do not consider this to be a concern and would recommend entering into a grant agreement with ResCorp and forgo the secondary lien.

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

The grant of \$10,000 will reduce the remaining budgeted balance of \$180,000 to \$170,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm - Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$30,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$50,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$5,000.00	\$5,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$30,000.00
516	Thomas DiTasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$28,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$18,000.00
288	Fida Freudman	126 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Schart, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$90,000.00
270	Oak Park Residence Corporation	411-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	49	\$10,000.00	\$10,000.00	\$50,000.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total

\$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Rental Reimbursement Recommendation	Budget Balance
					Evaluation Score (20 Points Max)	OPRHC/ Staff Score		
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$80,000.00
520	Michael Leavy	496-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$67,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$67,000.00
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,000.00	\$43,000.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$28,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00
22	Oak Park Residence Corporation	470-92 N Austin/5-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00
28	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	326 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total							\$80,000.00	\$80,000.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

OAK PARK RESIDENCE CORPORATION
Owner
302-04 N AUSTIN/2-12 PLEASANT
Building Address
12
Building Number
February 10, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 0702000874-00
Other Indebtedness

MS
Initial
2-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection

Date A.R.
Date 2-10-12

100% Building Inspection

Compliance Repairs Made

Working Toward Compliance
Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days

Did Not Complete Repairs on Schedule

Reason for any Concerns

Initial
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
 Initial
2-21-12
 Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SH
 Initial
3/29/2012
 Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns
 EXTERIOR / O.A.M.

DRY
 Initial
11 MAR 12
 Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No
 Expiration Date 10/31/2012

Management Seminar Attendance Yes No

Current Property Taxes Yes No

Date Paid 2/21/2012 Amount \$17,379.38 1st Installment ✓

Date Paid _____ Amount _____ 2nd Installment

Reason for any Concerns

EL
 Initial
3/15/2012
 Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1203-G

19 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$180,000 of those funds were available for such grants.

b) The premises at 302-04 N Austin Boulevard/2-12 Pleasant Street consists of a multi-family dwelling with 19 units owned by Oak Park Residence Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit I.

SECTION II

The Village awards a grant in the amount of \$10,000 to Oak Park Residence Corporation, contingent upon the Owner's execution of a Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the

premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the amount of the draw for work within the Scope of Work.

SECTION III

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1203-G with Oak Park Residence Corporation, owner of the 19 unit apartment building at 302-04 N Austin Boulevard/2-12 Pleasant Street in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit I.

SECTION IV

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**MARKETING SERVICES AGREEMENT
WITH A UNIT IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
302-04 N AUSTIN BOULEVARD/2-12 PLEASANT STREET
19 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 302-04 N Austin Boulevard/2-12 Pleasant Street.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2012 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

The Village agrees to reimburse the Owner in an amount not to exceed \$2,000 per dwelling unit for individual unit improvements, as approved by the Village and the Housing Center prior to commencing the work, up to a maximum of \$10,000 for the building. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 19 unit building, the Village will expend the sum of \$10,000 and the

Owner will expend the sum of \$20,000 for unit improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized unit improvements and repairs.

13. Grant Term

The Owner has three years from the date of the approval of the grant to expend the funds for unit improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any

involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the agreement for breach, the Village will have the right to repayment as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
302-04 N Austin Boulevard/2-12 Pleasant Street

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date


BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

Oak Park Model Lease Addendum

Address 302-04 N AUSTIN BOULEVARD/2-12 PLEASANT
 STREET

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.

2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.

3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.

4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.

5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.

6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.

7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.
8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.
- The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.
- No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

H(4)

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY


Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant and Authorizing the Execution of Marketing Services Agreement MSA 1204-G.

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1204-G (450-60 N Austin Boulevard - a 43 unit building). The property owner is requesting a unit improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to rehab five units at a cost of at least \$6,000 per unit. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., dwelling license,

loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant 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: (Account #; Balance; Cost of contract)

The grant of \$10,000 will reduce the remaining budgeted balance of \$170,000 to \$160,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/905-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$20,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$60,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$38,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$25,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$18,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$50,000.00	

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-8 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$90,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$80,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$70,000.00
20	Schumann Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$60,000.00
10	Schumann Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$50,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$40,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$20,000.00
63	Schumann Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$10,000.00
585	Schumann Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schumann Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00
Total									\$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPRHC/ Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$80,000.00
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,500.00
6	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$65,500.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$65,500.00
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$60,700.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$60,700.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$43,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$38,000.00
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$28,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$28,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	19	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-16 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
226	Schuman Corporation	223 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total								\$80,000.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

Owner SCHUMAN CORPORATION
Building Address 450-60 N AUSTIN BOULEVARD
Building Number 20
Application Date February 8, 2012

Community Relations Department

Chapter 13 Compliance Yes No N/A

Reason for any Concerns NONE

Initial C.M.
Date 2/27/12

Finance Department

Water Bill Current Yes No

Other Indebtedness Acct # 0701000550-00 (L.H. MGMT)

Initial HS
Date 3-15-12

Building and Property Standards Department

Most Recent Building Inspection /

Normal Annual Building Inspection

Date AL

100% Building Inspection

Date 2-23-12

Compliance

Repairs Made

Working Toward Compliance
Under Agreed Time Extensions

Non-Compliance

Did Not Respond Within 30 Days

Did Not Complete Repairs on Schedule

Reason for any Concerns

Initial _____
Date _____

Historic Preservation

Historic District Yes No
Landmark Yes No
Contributing Structure Yes No
Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
Initial
2-21-12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

AH
Initial
3/29/2012
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

RFM
Initial
13 MAR 12
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No
10/01/2012
Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

3/1/2012 \$23,609.14
Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

ES
Initial
3/15/2012
Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1204-G

43 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$170,000 of those funds were available for such grants.

b) The premises at 450-60 N Austin Boulevard consists of a multi-family dwelling with 43 units owned by Schuman Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit III.

SECTION II

The Village awards a grant in the amount of \$10,000 to Schuman Corporation, contingent upon the Owner's execution of a Note, Mortgage and Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the

amount of the draw for work within the Scope of Work.

SECTION III

The \$10,000 grant shall be secured by a junior mortgage recorded against the premises, and evidenced by a Note, which Note and Mortgage shall substantially conform to those attached hereto and made a part hereof as Exhibits I and II.

SECTION IV

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1204-G with Schuman Corporation, owner of the 43 unit apartment building at 450-60 N Austin Boulevard in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit III.

SECTION V

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

NOTE

MSA-1204-G

\$10,000

Oak Park, Illinois June 18, 2012

FOR VALUE RECEIVED, Schuman Corporation, hereinafter referred to as "Owner," promises to pay to the Village of Oak Park, the principal sum of Ten Thousand and No/100 Dollars and no interest except as herein provided as follows: The principal and interest shall be payable in full upon the earliest of the following occurrences or date:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in that Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without payment of principal or interest.
2. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest at twelve percent per annum.
3. If the Village gives the Owner written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

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

Payments are to be made at the office of the Finance Director, 123 Madison Street, Oak Park, Illinois 60302.

Without the prior written consent of the Village of Oak Park, the Owner shall not convey or encumber title to the premises securing the payment hereof.

The Village may elect to accelerate the entire unpaid principal balance as stated above. No delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance, encumbrance or default.

A violation in the Mortgage supporting this Note shall be prima facie evidence of a default in the performance of the Mortgage to keep the premises fully repaired and in compliance with the Zoning Ordinance of the Village of Oak Park, the Village's Building Code, and the Code of the Village of Oak Park, including without limitation the provisions relating to housing, health, and fair housing.

IMPORTANT - Preserve this note after payment to obtain release of Mortgage

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"):

Lots 7 and 8 and the North 1/2 of Lot 9 in Block 36 in the Village of Ridgeland, being a Subdivision of the East 1/2 of the East 1/2 of Section 7, also the North West 1/4 and the West 1/2 of the West 1/2 of the South West 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number(s): 16-08-123-015-0000

Address(es) of Real Estate: 450-60 N Austin Boulevard
Oak Park, Illinois

Date: _____

IMPORTANT – Preserve this note after payment to obtain release of Mortgage

MORTGAGE

MSA 1204-G

PIN: 16-08-123-015-0000

THIS MORTGAGE is made this 18th day of June, 2012 between Schuman Corporation, herein referred to as "Mortgagors," and The Village of Oak Park, an Illinois municipal corporation, herein referred to as "Mortgagee."

Mortgagors are justly indebted to the Village of Oak Park, the legal holder of a principal promissory note, termed " Note," executed by Mortgagors on the same date as this Mortgage, and made payable to Village of Oak Park and delivered, by which Note Mortgagors promise to pay the principal sum of \$10,000 and interest from June 18, 2012 on the balance of principal remaining from time to time unpaid at the rate of Twelve Percent (12%) per annum, or the highest amount allowed by law, whichever is less, except as herein provided as follows:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in the Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without any payment of principal or interest.
2. In the event that the Mortgagor sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.
3. If the Village gives the Mortgagor written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Mortgagor

EXHIBIT II

fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

If the Village receives notice of default and delays electing to accelerate the payment of principal or interest, no such delay shall be deemed to constitute a waiver of its rights under this Mortgage. All parties severally waive presentment for payment, notice of dishonor, protest and notice of protest.

All payments of principal and interest are to be made payable to the Village of Oak Park and delivered to the Finance Director, 123 Madison St., Oak Park, IL.

To secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned Note and of this Mortgage, and the Mortgagors' performance of the covenants and agreements referred to herein, Mortgagors CONVEY AND WARRANT unto 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, Cook County, Illinois, to wit:

LOTS 7 AND 8 AND THE NORTH 1/2 OF LOT 9 IN BLOCK 36 IN THE VILLAGE OF RIDGELAND, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7, ALSO THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 8, 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): 16-08-123-015-0000

Address(es) of Real Estate: 450-60 N Austin Boulevard

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon 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. The parties agree 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 also be part of the mortgaged premises;

TO HAVE AND TO HOLD forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws

EXHIBIT II

of the State of Illinois, which rights and benefits Mortgagors do hereby expressly release and waive.

1. Mortgagors shall: (1) keep the premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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.

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 the original or duplicate receipts therefor. To prevent default hereunder, 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 and maintain an all risk property insurance policy providing for payment of the cost to replace or repair any property damage or to pay in full the principal and interest on the Note, which insurance shall be issued by companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the Mortgagee, 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 Mortgagee 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. 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.

5. When the indebtedness hereby secured shall become due, whether by the terms of the note or by acceleration or otherwise, the holder of the Note or the Mortgagee shall have the right to foreclose the lien hereof 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 allowed by law, which may be paid or incurred by or on behalf of Mortgagee or holders of the note including but not limited to 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) of procuring all such abstracts of title, title searches and examinations, and guarantee policies which may be reasonably

EXHIBIT II

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 expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of twelve per cent per annum, or the maximum amount allowed by law, whichever is less, 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 hereby secured; 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.

6. The proceeds of any foreclosure sale of the premises shall be distributed in accordance the Illinois Mortgage Foreclosure Law.

7. 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 such receiver by appointment of Mortgagee in possession. Such receiver shall have power to collect the rents, issues and profits of said 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 said 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 the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

8. No action for the enforcement of the lien of this Mortgage or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. 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.

10. Mortgagee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, 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.

11. 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.

12. This Mortgage and all provisions hereof, shall extend to and be binding upon the Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein 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.

13. 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 the record owner is: Schuman Corporation.

Witness the hands and seals of Mortgagors the day and year first above written.

Signature of Mortgagor

Signature of Mortgagor

Printed Name of Mortgagor

Printed Name of Mortgagor

State of Illinois,
County of COOK

I, the undersigned, a Notary Public in and for Cook County, Illinois certify that _____ and _____

Personally known to me to be the same person(s) whose name appears above, appeared before me this day in person, and freely and voluntarily subscribed to the foregoing instrument, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this ____ day of _____, 20____.

Notary Public

**MARKETING SERVICES AGREEMENT
WITH A UNIT IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
450-60 N AUSTIN BOULEVARD
43 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 450-60 N Austin Boulevard.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2012 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

Before receiving any grant funds and as a condition of this Agreement, the Owner must execute a Mortgage and Note with the Village. In accordance with the terms of the Note and Mortgage executed by the Owner, the Village agrees to reimburse the Owner in an amount not to exceed \$2,000 per dwelling unit for individual unit improvements, as approved by the Village and the Housing Center prior to commencing the work, up to a maximum of 10,000 for the building.

The Owner must match the Village's grant on a 2:1 basis. Under the terms of this Agreement for this 43 unit building, the Village will expend the sum of \$10,000 and the Owner will expend the sum of \$20,000 for building improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized building improvements and repairs.

13. Grant Term

The Owner has three years from the date of the approval of the grant to expend the funds for unit improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds. In addition, the Village will have all rights and remedies under its Mortgage. In order to secure the Owner's participation in this Marketing Services Agreement, the Village will record a mortgage against the property for the amount of the grant funds expended by the Village. The funds will carry an annual interest rate of TWELVE PERCENT (12%), or the highest amount allowed by law, whichever is less. However, there shall be no

payment of either principal or interest by the Owner during the term of this Agreement. If the Owner successfully completes the full three year term of the Agreement, the Village shall discharge the Owner's indebtedness and shall cancel the note on the loan and release any security interest it may have without any payment of principal or interest by the Owner.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement, or Mortgage and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or

legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the agreement for breach, the Village will have the right to repayment of principal and interest as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
450-60 N Austin Boulevard

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

Oak Park Model Lease Addendum

Address 450-60 N AUSTIN BOULEVARD

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETIALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.

10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.

12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

H(5)

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant and Authorizing the Execution of Marketing Services Agreement MSA 1205-G.

Resolution or Ordinance No. _____

Date of Board Action:

June 18, 2012

Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1205-G (1100-02 N Austin Boulevard/2-6 Thomas Street - a 14 unit building). The property owner is requesting a unit improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to rehab five units at a cost of at least \$6,000 per unit. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e.,

dwelling license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant application was reviewed and approved by Housing Programs Division staff (Housing Programs Coordinator and Housing Programs Manager) and the Housing Programs Advisory Committee.

In past years, the Oak Park Residence Corporation (ResCorp) received grants for general operating support. Beginning in 2011, ResCorp received no operating support from the Village and only received \$25,000 in funding to operate the Small Condo Program. HPAC recommends that ResCorp's building specific grant be approved since ResCorp no longer receives operating support from the Village. Rescorp buildings were evaluated using the same criteria as the other applicants.

Should the Board decide to fund this request, the other complicating factor is that due to the tax-exempt bond funding utilized by ResCorp, it is difficult to place a subordinate lien on the properties. Given ResCorp's mission and history as a partner agency, HPAC and staff do not consider this to be a concern and would recommend entering into a grant agreement with ResCorp and forgo the secondary lien.

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

The grant of \$10,000 will reduce the remaining budgeted balance of \$160,000 to \$150,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/905-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$20,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$50,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$30,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$28,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$18,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total									\$80,000.00

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$110,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-8 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$100,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$90,000.00
71	Oak Park Residence Corporation	514-18 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$80,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$60,000.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total

\$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPRHC/Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-5 Thomas	No	14	17.8	63	\$0.00	\$20,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$60,000.00
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$76,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$85,500.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	36	14.0	51	\$10,000.00	\$87,000.00
86	Oak Park Residence Corporation	1116-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$87,000.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$87,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$88,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$20,000.00
22	Oak Park Residence Corporation	470-82 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$25,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$15,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
61	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	223 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total								\$80,000.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

OAK PARK RESIDENCE CORP
Owner
1100-02 N AUSTIN/2-6 THOMAS
Building Address
43
Building Number
January 23, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A
NONE
Reason for any Concerns C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No
Acc # 0701 00 0535-00
Other Indebtedness AS
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection SK
Date 3-6-2012
 100% Building Inspection Date _____
Compliance Repairs Made
 Working Toward Compliance Under Agreed Time Extensions
Non-Compliance Did Not Respond Within 30 Days
 Did Not Complete Repairs on Schedule

Reason for any Concerns Initial
Date

Historic Preservation

Historic District Yes No
Landmark Yes No
Contributing Structure Yes No
Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
Initial
2-21-12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SA
Initial
3/29/12
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

AC
Initial
3/14/12
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No
10/31/2012
Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

2/21/2012 \$12,095.74
Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

JRS
Initial
3/15/2012
Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1205-G

14 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$160,000 of those funds were available for such grants.

b) The premises at 1100-02 N Austin Boulevard/2-6 Thomas Street consists of a multi-family dwelling with 14 units owned by Oak Park Residence Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit I.

SECTION II

The Village awards a grant in the amount of \$10,000 to Oak Park Residence Corporation, contingent upon the Owner's execution of a Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the

premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the amount of the draw for work within the Scope of Work.

SECTION III

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1205-G with Oak Park Residence Corporation, owner of the 14 unit apartment building at 1100-02 N Austin Boulevard/2-6 Thomas Street in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit I.

SECTION IV

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**MARKETING SERVICES AGREEMENT
WITH A UNIT IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
1100-02 N AUSTIN BOULEVARD/2-6 THOMAS STREET
14 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 1100-02 N Austin Boulevard/2-6 Thomas Street.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement. The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

The Village agrees to reimburse the Owner in an amount not to exceed \$2,000 per dwelling unit for individual unit improvements, as approved by the Village and the Housing Center prior to commencing the work, up to a maximum of \$10,000 for the building. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 14 unit building, the Village will expend the sum of \$10,000 and the

Owner will expend the sum of \$20,000 for unit improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized unit improvements and repairs.

13. Grant Term

The Owner has three years from the date of the approval of the grant to expend the funds for unit improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner

or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the agreement for breach, the Village will have the right to repayment as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
1100-02 N Austin Boulevard/2-6 Thomas Street

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date


BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

Oak Park Model Lease Addendum

Address 1100-02 N AUSTIN BOULEVARD/2-6 THOMAS
STREET

Unit Number

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.

7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.
8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

H(6)

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant and Authorizing the Execution of Marketing Services Agreement MSA 1206-G.

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012


Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1206-G (326-34 S Austin Boulevard - a 32 unit building). The property owner is requesting a unit improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to rehab five units at a cost of at least \$6,000 per unit. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., dwelling license,

loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant 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: (Account #; Balance; Cost of contract)

The grant of \$10,000 will reduce the remaining budgeted balance of \$150,000 to \$140,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm - Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-09 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$23,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	5	19.8	40	\$6,000.00	\$6,000.00	\$60,000.00
222	Hunting/Fausch	142-44 Hamison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	43	\$10,000.00	\$10,000.00	\$33,000.00
515	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$26,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$18,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$80,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/01-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$60,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$40,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$30,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$20,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$10,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$0.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	223 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00
Total									\$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPPHC Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-5 Thomas	No	14	17.8	53	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	51	\$4,500.00	\$80,000.00
520	Michael Leavy	436-40 S Ridgeland/326-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$60,700.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$60,700.00
86	Oak Park Residence Corporation	1116-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00
39	Don Rutledge	1016-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$28,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	53	\$3,000.00	\$25,000.00
22	Oak Park Residence Corporation	470-92 N Austin/9-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	19	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	326 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	223 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total								\$80,000.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

Owner SCHUMAN CORPORATION
Building Address 326-34 S AUSTIN BOULEVARD
Building Number 63
Application Date February 8, 2012

Community Relations Department

Chapter 13 Compliance Yes No N/A

Reason for any Concerns NONE

Initial C.M.
Date 2/27/12

Finance Department

Water Bill Current Yes No

Other indebtedness Acct # 0702 00097600

Initial HS
Date 3-15-12

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection Date 3-23-12
 100% Building Inspection Date _____

Compliance Repairs Made
 Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 3D Days
 Did Not Complete Repairs on Schedule

Reason for any Concerns _____
Initial HO
Date 3-23-12

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
Initial
2-21-12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

DR
Initial
3/29/2012
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

[Signature]
Initial
2/24/12
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

3/11/2012 \$19,405.75 _____
Date Paid Amount 1st Installment

_____ _____ _____
Date Paid Amount 2nd Installment

Reason for any Concerns

Pin #

[Signature]
Initial
3/14/2012
Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1206-G

32 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$150,000 of those funds were available for such grants.

b) The premises at 326-34 S Austin Boulevard consists of a multi-family dwelling with 32 units owned by Schuman Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit III.

SECTION II

The Village awards a grant in the amount of \$10,000 to Schuman Corporation, contingent upon the Owner's execution of a Note, Mortgage and Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the

amount of the draw for work within the Scope of Work.

SECTION III

The \$10,000 grant shall be secured by a junior mortgage recorded against the premises, and evidenced by a Note, which Note and Mortgage shall substantially conform to those attached hereto and made a part hereof as Exhibits I and II.

SECTION IV

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1206-G with Schuman Corporation, owner of the 32 unit apartment building at 326-34 S Austin Boulevard in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit III.

SECTION V

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

NOTE

MSA-1206-G

\$10,000

Oak Park, Illinois June 18, 2012

FOR VALUE RECEIVED, , hereinafter referred to as "Owner," promises to pay to the Village of Oak Park, the principal sum of Ten Thousand and No/100 Dollars and no interest except as herein provided as follows: The principal and interest shall be payable in full upon the earliest of the following occurrences or date:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in that Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without payment of principal or interest.
2. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest at twelve percent per annum.
3. If the Village gives the Owner written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

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

Payments are to be made at the office of the Finance Director, 123 Madison Street, Oak Park, Illinois 60302.

Without the prior written consent of the Village of Oak Park, the Owner shall not convey or encumber title to the premises securing the payment hereof.

The Village may elect to accelerate the entire unpaid principal balance as stated above. No delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance, encumbrance or default.

A violation in the Mortgage supporting this Note shall be prima facie evidence of a default in the performance of the Mortgage to keep the premises fully repaired and in compliance with the Zoning Ordinance of the Village of Oak Park, the Village's Building Code, and the Code of the Village of Oak Park, including without limitation the provisions relating to housing, health, and fair housing.

IMPORTANT – Preserve this note after payment to obtain release of Mortgage

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"):

LOTS 7, 8 AND NORTH 1/2 OF LOT 9 IN BLOCK 1 IN C. H. WARD'S SUBDIVISION OF BLOCKS 1, 4, 5 IN JAMES B. HOBBS SUBDIVISION OF EAST 1/2 OF SOUTH EAST 1/4 OF NORTHWEST 1/4 (EXCEPT EAST 40 FEET FOR BOULEVARD) ALSO EAST 5 ACRES OF WEST 1/2 OF SOUTH EAST 1/4 OF NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 16-17-123-024-0000

Address(es) of Real Estate: 326-34 S Austin Boulevard
Oak Park, Illinois

Date: _____

IMPORTANT – Preserve this note after payment to obtain release of Mortgage

MORTGAGE

MSA 1206-G

PIN: 16-17-123-024-0000

THIS MORTGAGE is made this 18th day of June, 2012 between , herein referred to as "Mortgagors," and The Village of Oak Park, an Illinois municipal corporation, herein referred to as "Mortgagee."

Mortgagors are justly indebted to the Village of Oak Park, the legal holder of a principal promissory note, termed " Note," executed by Mortgagors on the same date as this Mortgage, and made payable to Village of Oak Park and delivered, by which Note Mortgagors promise to pay the principal sum of \$10,000 and interest from June 18, 2012 on the balance of principal remaining from time to time unpaid at the rate of Twelve Percent (12%) per annum, or the highest amount allowed by law, whichever is less, except as herein provided as follows:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in the Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without any payment of principal or interest.
2. In the event that the Mortgagor sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.
3. If the Village gives the Mortgagor written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Mortgagor fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

If the Village receives notice of default and delays electing to accelerate the payment of principal or interest, no such delay shall be deemed to constitute a waiver of its rights under this Mortgage. All parties severally waive presentment for payment, notice of dishonor, protest and notice of protest.

All payments of principal and interest are to be made payable to the Village of Oak Park and delivered to the Finance Director, 123 Madison St., Oak Park, IL.

To secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned Note and of this Mortgage, and the Mortgagors' performance of the covenants and agreements referred to herein, Mortgagors CONVEY AND WARRANT unto 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, Cook County, Illinois, to wit:

LOTS 7, 8 AND NORTH 1/2 OF LOT 9 IN BLOCK 1 IN C. H. WARD'S SUBDIVISION OF BLOCKS 1, 4, 5 IN JAMES B. HOBBS SUBDIVISION OF EAST 1/2 OF SOUTH EAST 1/4 OF NORTHWEST 1/4 (EXCEPT EAST 40 FEET FOR BOULEVARD) ALSO EAST 5 ACRES OF WEST 1/2 OF SOUTH EAST 1/4 OF NORTHWEST 1/4 OF SECTION 17, 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): 16-17-123-024-0000

Address(es) of Real Estate: 326-34 S Austin Boulevard

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon 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. The parties agree 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 also be part of the mortgaged premises;

TO HAVE AND TO HOLD forever, for the purposes, and upon the uses and trusts herein set forth, 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 do hereby expressly release and waive.

EXHIBIT II

1. Mortgagors shall: (1) keep the premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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.

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 the original or duplicate receipts therefor. To prevent default hereunder, 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 and maintain an all risk property insurance policy providing for payment of the cost to replace or repair any property damage or to pay in full the principal and interest on the Note, which insurance shall be issued by companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the Mortgagee, 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 Mortgagee 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. 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.

5. When the indebtedness hereby secured shall become due, whether by the terms of the note or by acceleration or otherwise, the holder of the Note or the Mortgagee shall have the right to foreclose the lien hereof 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 allowed by law, which may be paid or incurred by or on behalf of Mortgagee or holders of the note including but not limited to 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) of 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 expenditures and expenses of the nature in this paragraph mentioned shall become so

EXHIBIT II

much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of twelve per cent per annum, or the maximum amount allowed by law, whichever is less, 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 hereby secured; 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.

6. The proceeds of any foreclosure sale of the premises shall be distributed in accordance the Illinois Mortgage Foreclosure Law.

7. 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 such receiver by appointment of Mortgagee in possession. Such receiver shall have power to collect the rents, issues and profits of said 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 said 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 the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

8. No action for the enforcement of the lien of this Mortgage or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. 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.

10. Mortgagee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, 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.

11. Mortgagee shall release this Mortgage and the lien created thereby by proper

EXHIBIT II

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.

12. This Mortgage and all provisions hereof, shall extend to and be binding upon the Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein 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.

13. 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 the record owner is: Schuman Corporation.

Witness the hands and seals of Mortgagors the day and year first above written.

Signature of Mortgagor

Signature of Mortgagor

Printed Name of Mortgagor

Printed Name of Mortgagor

State of Illinois,
County of COOK

I, the undersigned, a Notary Public in and for Cook County, Illinois certify that _____ and _____

Personally known to me to be the same person(s) whose name appears above, appeared before me this day in person, and freely and voluntarily subscribed to the foregoing instrument, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this ____ day of _____, 20____.

Notary Public

Deliver to Box 321

**MARKETING SERVICES AGREEMENT
WITH A UNIT IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
326-34 S AUSTIN BOULEVARD
32 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 326-34 S Austin Boulevard.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

Before receiving any grant funds and as a condition of this Agreement, the Owner must execute a Mortgage and Note with the Village. In accordance with the terms of the Note and Mortgage executed by the Owner, the Village agrees to reimburse the Owner in an amount not to exceed \$2,000 per dwelling unit for individual unit improvements, as approved by the Village and the Housing Center prior to commencing the work, up to a maximum of 10,000 for the building.

The Owner must match the Village's grant on a 2:1 basis. Under the terms of this Agreement for this 32 unit building, the Village will expend the sum of \$10,000 and the Owner will expend the sum of \$20,000 for building improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized building improvements and repairs.

13. Grant Term

The Owner has three years from the date of the approval of the grant to expend the funds for unit improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds. In addition, the Village will have all rights and remedies under its Mortgage. In order to secure the Owner's participation in this Marketing Services Agreement, the Village will record a mortgage against the property for the amount of the grant funds expended by the Village. The funds will carry an annual interest rate of TWELVE PERCENT (12%), or the highest amount allowed by law, whichever is less. However, there shall be no

payment of either principal or interest by the Owner during the term of this Agreement. If the Owner successfully completes the full three year term of the Agreement, the Village shall discharge the Owner's indebtedness and shall cancel the note on the loan and release any security interest it may have without any payment of principal or interest by the Owner.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement, or Mortgage and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or

legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the agreement for breach, the Village will have the right to repayment of principal and interest as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
326-34 S Austin Boulevard

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

[Handwritten Signature]
LAW DEPARTMENT

EXHIBIT III

Oak Park Model Lease Addendum

Address 326-34 S AUSTIN BOULEVARD

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.
- The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.
- No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

H(7)

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant and Authorizing the Execution of Marketing Services Agreement MSA 1207-G.

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name: Tammie Grossman
Tammie Grossman

Village Manager's Office: [Signature]

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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1207-G (400-04 S Austin Boulevard/7 Van Buren Street - a 12 unit building). The property owner is requesting a unit improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to rehab five units at a cost of at least \$6,000 per unit. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e.,

dwelling license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant application was reviewed and approved by Housing Programs Division staff (Housing Programs Coordinator and Housing Programs Manager) and the Housing Programs Advisory Committee.

In past years, the Oak Park Residence Corporation (ResCorp) received grants for general operating support. Beginning in 2011, ResCorp received no operating support from the Village and only received \$25,000 in funding to operate the Small Condo Program. HPAC recommends that ResCorp's building specific grant be approved since ResCorp no longer receives operating support from the Village. Rescorp buildings were evaluated using the same criteria as the other applicants.

Should the Board decide to fund this request, the other complicating factor is that due to the tax-exempt bond funding utilized by ResCorp, it is difficult to place a subordinate lien on the properties. Given ResCorp's mission and history as a partner agency, HPAC and staff do not consider this to be a concern and would recommend entering into a grant agreement with ResCorp and forgo the secondary lien.

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

The grant of \$10,000 will reduce the remaining budgeted balance of \$140,000 to \$130,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE: Bill Berg, Aye
Peggy LaFleur Aye
Meredith Morris Aye
Patrick Diakite Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$30,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$50,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$38,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$23,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$16,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total									\$50,000.00

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$80,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$80,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$50,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$85,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$60.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
563	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total

\$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Rental		Budget Balance
					Evaluation Score (20 Points Max)	OPRHC/ Staff Score	Reimbursement Recommendation	Balance	
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$80,000.00	
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$75,500.00	
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00	
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$65,500.00	
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$60,700.00	
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$50,700.00	
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00	
39	Don Ruffledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00	
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$28,000.00	
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00	
22	Oak Park Residence Corporation	470-52 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00	
53	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00	
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$2,000.00	
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	48	\$5,000.00	\$0.00	
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00	
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00	
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00	
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00	
117	M & M Property Management	501-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00	
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00	
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00	
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00	
663	Commercial Equity Corporation	326 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00	
341	Berg Ross LLC	916-16 S Lombard Avenue	Yes	5	10.0	44	\$0.00	\$0.00	
225	Schuman Corporation	239 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00	
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	8.8	23	\$0.00	\$0.00	
Total								\$80,000.00	



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

OAK PARK RESIDENCE CORPORATION
Owner
400-04 S AUSTIN/7 VAN BUREN
Building Address
65
Building Number
February 10, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 0527 000303-01
Other Indebtedness

AS
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection

Normal Annual Building Inspection
 100% Building Inspection

Date 3/27/12
Date AV

Compliance

Repairs Made
 Working Toward Compliance
Under Agreed Time Extensions

Non-Compliance

Did Not Respond Within 30 Days
 Did Not Complete Repairs on Schedule

Reason for any Concerns

Initial
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
 Initial
2-21-12
 Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SH
 Initial
3/29/2012
 Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

SH
 Initial
3/29/2012
 Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
 Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

2/22/2012 **\$9,749.46**
 Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

ESH
 Initial
3/14/2012
 Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1207-G

12 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$140,000 of those funds were available for such grants.

b) The premises at 400-04 S Austin Boulevard/7 Van Buren Street consists of a multi-family dwelling with 12 units owned by Oak Park Residence Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit I.

SECTION II

The Village awards a grant in the amount of \$10,000 to Oak Park Residence Corporation, contingent upon the Owner's execution of a Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the

premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the amount of the draw for work within the Scope of Work.

SECTION III

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1207-G with Oak Park Residence Corporation, owner of the 12 unit apartment building at 400-04 S Austin Boulevard/7 Van Buren Street in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit I.

SECTION IV

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**MARKETING SERVICES AGREEMENT
WITH A UNIT IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
400-04 S AUSTIN BOULEVARD/7 VAN BUREN STREET
12 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 400-04 S Austin Boulevard/7 Van Buren Street.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement. The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

The Village agrees to reimburse the Owner in an amount not to exceed \$2,000 per dwelling unit for individual unit improvements, as approved by the Village and the Housing Center prior to commencing the work, up to a maximum of \$10,000 for the building. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 12 unit building, the Village will expend the sum of \$10,000 and the

Owner will expend the sum of \$20,000 for unit improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized unit improvements and repairs.

13. Grant Term

The Owner has three years from the date of the approval of the grant to expend the funds for unit improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner

or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the agreement for breach, the Village will have the right to repayment as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
400-04 S Austin Boulevard/7 Van Buren Street

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

EXHIBIT I

Oak Park Model Lease Addendum

Address 400-04 S AUSTIN BOULEVARD/7 VAN BUREN
STREET

Unit Number

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.

7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.
8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

HC(8)

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant and Authorizing the Execution of Marketing Services Agreement MSA 1208-G.

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

Staff Review:

Department Director Name: Tammie Grossman
Tammie Grossman

Village Manager's Office: [Signature]

Citizen Advisory Board or Commission Issue Processing (Dates of Related Commission Meetings):
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 May 2, 2012 and recommended for approval.

Item Policy Commentary (Key Points, Current Issue, Bid Process, Recommendation):
The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1208-G (514-16 S Austin Boulevard - a 13 unit building). The property owner is requesting a unit improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to rehab five units at a cost of at least \$6,000 per unit. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., dwelling license,

loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant application was reviewed and approved by Housing Programs Division staff (Housing Programs Coordinator and Housing Programs Manager) and the Housing Programs Advisory Committee.

In past years, the Oak Park Residence Corporation (ResCorp) received grants for general operating support. Beginning in 2011, ResCorp received no operating support from the Village and only received \$25,000 in funding to operate the Small Condo Program. HPAC recommends that ResCorp's building specific grant be approved since ResCorp no longer receives operating support from the Village. Rescorp buildings were evaluated using the same criteria as the other applicants.

Should the Board decide to fund this request, the other complicating factor is that due to the tax-exempt bond funding utilized by ResCorp, it is difficult to place a subordinate lien on the properties. Given ResCorp's mission and history as a partner agency, HPAC and staff do not consider this to be a concern and would recommend entering into a grant agreement with ResCorp and forgo the secondary lien.

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

The grant of \$10,000 will reduce the remaining budgeted balance of \$130,000 to \$120,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/908-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$50,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$60,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$84,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$39,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$28,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	28	14.0	43	\$10,000.00	\$10,000.00	\$18,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$9,000.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$50,000.00	

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$119,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$90,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$80,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$70,000.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$60,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$50,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$40,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$20,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$10,000.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00
Total									\$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Budget Balance
					Evaluation Score (20 Points Max)	OPRHC/ Staff Score	
							Rental Reimbursement Recommendation
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00
520	Michael Leavy	436-40 S Ridgeland/325-30 Madison	No	6	15.2	43	\$75,500.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$55,500.00
5	Oak Park Residence Corporation	15-24 N Austin Boulevard	Yes	31	14.2	54	\$50,700.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$50,700.00
86	Oak Park Residence Corporation	1116-26 S Austin Boulevard	Yes	31	13.8	55	\$45,000.00
39	Don Ruffledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$28,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$28,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$25,000.00
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$15,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$5,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$0.00
141	Fat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00
651	Commercial Equity Corporation	426 Westley Avenue	Yes	11	6.8	23	\$0.00
Total							\$80,000.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

OAK PARK RESIDENCE CORPORATION
Owner
514-16 S AUSTIN BOULEVARD
Building Address
71
Building Number
February 10, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 0702000913-01
Other Indebtedness

PS
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection

Normal Annual Building Inspection
 100% Building Inspection

Date 3/22/12
Date AN

Compliance

Repairs Made
 Working Toward Compliance
Under Agreed Time Extensions

Non-Compliance

Did Not Respond Within 30 Days
 Did Not Complete Repairs on Schedule

Reason for any Concerns

Initial
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
 Initial
2-21-12
 Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No


Reason for any Concerns

SH
 Initial
3/29/2012
 Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns


 Initial
12MAR12
 Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
 Expiration Date


Management Seminar Attendance Yes No

Current Property Taxes Yes No

2/22/2012 \$ 10,680.35
 Date Paid Amount 1st Installment

 Date Paid Amount 2nd Installment

Reason for any Concerns


 Initial
3/14/2012
 Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1208-G

13 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$130,000 of those funds were available for such grants.

b) The premises at 514-16 S Austin Boulevard consists of a multi-family dwelling with 13 units owned by Oak Park Residence Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit I.

SECTION II

The Village awards a grant in the amount of \$10,000 to Oak Park Residence Corporation, contingent upon the Owner's execution of a Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the

amount of the draw for work within the Scope of Work.

SECTION III

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1208-G with Oak Park Residence Corporation, owner of the 13 unit apartment building at 514-16 S Austin Boulevard in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit I.

SECTION IV

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**MARKETING SERVICES AGREEMENT
WITH A UNIT IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
514-16 S AUSTIN BOULEVARD
13 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 514-16 S Austin Boulevard.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2012 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

The Village agrees to reimburse the Owner in an amount not to exceed \$2,000 per dwelling unit for individual unit improvements, as approved by the Village and the Housing Center prior to commencing the work, up to a maximum of \$10,000 for the building. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 13 unit building, the Village will expend the sum of \$10,000 and the

Owner will expend the sum of \$20,000 for unit improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized unit improvements and repairs.

13. Grant Term

The Owner has three years from the date of the approval of the grant to expend the funds for unit improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner

or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the agreement for breach, the Village will have the right to repayment as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
514-16 S Austin Boulevard

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

Oak Park Model Lease Addendum

Address 514-16 S AUSTIN BOULEVARD

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.
- The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.
- No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

H(9)

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant and Authorizing the Execution of Marketing Services Agreement MSA 1209-G.

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1209-G (312-18 Chicago Avenue - a 24 unit building). The property owner is requesting a building improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds for security improvements and to install a canopy over the building entrances. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e.,

dwelling license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant 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: (Account #; Balance; Cost of contract)

The grant of \$10,000 will reduce the remaining budgeted balance of \$120,000 to \$110,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/905-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$30,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$20,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$30,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$28,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$8,000.00
288	Fida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Village of Oak Park
Housing Programs Division
Multi-Family Housing Incentives Program
2012 Applications

Housing Programs Advisory Committee Review
May 2, 2012

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$125,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$90,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$80,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$70,000.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$60,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$50,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$40,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.5	48	\$10,000.00	\$10,000.00	\$20,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.5	52	\$10,000.00	\$10,000.00	\$10,000.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00
Total									\$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPRHC Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$75,500.00
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,000.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$65,000.00
5	Oak Park Residence Corporation	15-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$60,200.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$50,200.00
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$30,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$28,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
563	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.6	23	\$0.00	\$0.00
Total								\$60,000.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

JOE AMBROSINO
Owner
312-18 CHICAGO AVENUE
Building Address
101
Building Number
February 8, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 0701000579.03
Other Indebtedness

M
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection

SK
Date 8-1-2011

100% Building Inspection

Date _____

Compliance Repairs Made

Working Toward Compliance
Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days

Did Not Complete Repairs on Schedule

Reason for any Concerns

Initial _____
Date _____

Historic Preservation

Historic District Yes No
 Landmark Yes No
 Contributing Structure Yes No
 Appropriate Scope of Work Yes No

Needs a COA

Reason for any Concerns

DRK
 Initial
8-21-12
 Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

PH
 Initial
3/29/2012
 Date

Police Department

Concerns regarding activity at this building Yes No

Dumpsters are often overflowing.
 Reason for any Concerns

AO
 Initial
3/14/12
 Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
 Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

2/24/2012 \$18,774.31
 Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

JRS
 Initial
3/15/2012
 Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1209-G

24 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$120,000 of those funds were available for such grants.

b) The premises at 312-18 Chicago Avenue consists of a multi-family dwelling with 24 units owned by Joseph Ambrosino, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit III.

SECTION II

The Village awards a grant in the amount of \$10,000 to Joseph Ambrosino, contingent upon the Owner's execution of a Note, Mortgage and Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the

amount of the draw for work within the Scope of Work.

SECTION III

The \$10,000 grant shall be secured by a junior mortgage recorded against the premises, and evidenced by a Note, which Note and Mortgage shall substantially conform to those attached hereto and made a part hereof as Exhibits I and II.

SECTION IV

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1209-G with Joseph Ambrosino, owner of the 24 unit apartment building at 312-18 Chicago Avenue in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit III.

SECTION V

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

NOTE

MSA-1209-G

\$10,000

Oak Park, Illinois June 18, 2012

FOR VALUE RECEIVED, , hereinafter referred to as "Owner," promises to pay to the Village of Oak Park, the principal sum of Ten Thousand and No/100 Dollars and no interest except as herein provided as follows: The principal and interest shall be payable in full upon the earliest of the following occurrences or date:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in that Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without payment of principal or interest.
2. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest at twelve percent per annum.
3. If the Village gives the Owner written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

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

Payments are to be made at the office of the Finance Director, 123 Madison Street, Oak Park, Illinois 60302.

Without the prior written consent of the Village of Oak Park, the Owner shall not convey or encumber title to the premises securing the payment hereof.

The Village may elect to accelerate the entire unpaid principal balance as stated above. No delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance, encumbrance or default.

A violation in the Mortgage supporting this Note shall be prima facie evidence of a default in the performance of the Mortgage to keep the premises fully repaired and in compliance with the Zoning Ordinance of the Village of Oak Park, the Village's Building Code, and the Code of the Village of Oak Park, including without limitation the provisions relating to housing, health, and fair housing.

IMPORTANT - Preserve this note after payment to obtain release of Mortgage

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"):

THE WEST 50 FEET OF THE EAST 200 FEET OF LOT 3 IN BLOCK 7 IN JOHN JOHNSON JR.'S ADDITION TO AUSTIN, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 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): 16-05-321-032-0000

Address(es) of Real Estate: 312-18 Chicago Avenue
Oak Park, Illinois

Date: _____

MORTGAGE

MSA 1209-G

PIN: 16-05-321-032-0000

THIS MORTGAGE is made this 18th day of June, 2012 between , herein referred to as "Mortgagors," and The Village of Oak Park, an Illinois municipal corporation, herein referred to as "Mortgagee."

Mortgagors are justly indebted to the Village of Oak Park, the legal holder of a principal promissory note, termed " Note," executed by Mortgagors on the same date as this Mortgage, and made payable to Village of Oak Park and delivered, by which Note Mortgagors promise to pay the principal sum of \$10,000 and interest from June 18, 2012 on the balance of principal remaining from time to time unpaid at the rate of Twelve Percent (12%) per annum, or the highest amount allowed by law, whichever is less, except as herein provided as follows:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in the Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without any payment of principal or interest.
2. In the event that the Mortgagor sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.
3. If the Village gives the Mortgagor written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Mortgagor fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

If the Village receives notice of default and delays electing to accelerate the payment of principal or interest, no such delay shall be deemed to constitute a waiver of its rights under this Mortgage. All parties severally waive presentment for payment, notice of dishonor, protest and notice of protest.

All payments of principal and interest are to be made payable to the Village of Oak Park and delivered to the Finance Director, 123 Madison St., Oak Park, IL.

To secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned Note and of this Mortgage, and the Mortgagors' performance of the covenants and agreements referred to herein, Mortgagors CONVEY AND WARRANT unto 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, Cook County, Illinois, to wit:

THE WEST 50 FEET OF THE EAST 200 FEET OF LOT 3 IN BLOCK 7 IN JOHN JOHNSON JR.'S ADDITION TO AUSTIN, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 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): 16-05-321-032-0000

Address(es) of Real Estate: 312-18 Chicago Avenue

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon 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. The parties agree 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 also be part of the mortgaged premises;

TO HAVE AND TO HOLD forever, for the purposes, and upon the uses and trusts herein set forth, 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 do hereby expressly release and waive.

1. Mortgagors shall: (1) keep the premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on

EXHIBIT II

the premises which may become damaged or be destroyed; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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.

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 the original or duplicate receipts therefor. To prevent default hereunder, 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 and maintain an all risk property insurance policy providing for payment of the cost to replace or repair any property damage or to pay in full the principal and interest on the Note, which insurance shall be issued by companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the Mortgagee, 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 Mortgagee 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. 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.

5. When the indebtedness hereby secured shall become due, whether by the terms of the note or by acceleration or otherwise, the holder of the Note or the Mortgagee shall have the right to foreclose the lien hereof 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 allowed by law, which may be paid or incurred by or on behalf of Mortgagee or holders of the note including but not limited to 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) of 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 expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of twelve per cent per annum, or the maximum amount allowed by law,

EXHIBIT II

whichever is less, 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 hereby secured; 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.

6. The proceeds of any foreclosure sale of the premises shall be distributed in accordance the Illinois Mortgage Foreclosure Law.

7. 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 such receiver by appointment of Mortgagee in possession. Such receiver shall have power to collect the rents, issues and profits of said 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 said 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 the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

8. No action for the enforcement of the lien of this Mortgage or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. 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.

10. Mortgagee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, 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.

11. 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

EXHIBIT II

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.

12. This Mortgage and all provisions hereof, shall extend to and be binding upon the Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein 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.

13. 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 the record owner is: Joseph Ambrosino.

Witness the hands and seals of Mortgagors the day and year first above written.

Signature of Mortgagor

Signature of Mortgagor

Printed Name of Mortgagor

Printed Name of Mortgagor

State of Illinois,
County of COOK

I, the undersigned, a Notary Public in and for Cook County, Illinois certify that _____ and _____

Personally known to me to be the same person(s) whose name appears above, appeared before me this day in person, and freely and voluntarily subscribed to the foregoing instrument, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this ____ day of _____, 20____.

Notary Public

Deliver to Box 321

**MARKETING SERVICES AGREEMENT
WITH A BUILDING IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
312-18 CHICAGO AVENUE
24 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Joseph Ambrosino, 1725 S Ashland, Park Ridge, Illinois 60068, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 312-18 Chicago Avenue.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

Before receiving any grant funds and as a condition of this Agreement, the Owner must execute a Mortgage and Note with the Village. In accordance with the terms of the Note and Mortgage executed by the Owner, the Village agrees to reimburse the Owner in an amount equal to the lesser of \$10,000 per building or \$1,000 per dwelling unit for common area improvements, security improvements or individual unit improvements, as described on the Scope of Work

submitted by the Owner and approved by the Village. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 24 unit building, the Village will expend the sum of \$10,000 and the Owner will expend the sum of \$20,000 for building improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized building improvements and repairs.

13. Grant Term

The Owner has one year from the date of the approval of the grant to expend the funds for common area or security improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds. In addition, the Village will have all rights and remedies under its Mortgage. In order to secure the Owner's participation in this Marketing Services Agreement, the Village will record a mortgage against the property for the amount of the grant funds expended by the Village. The funds will carry an annual interest rate of TWELVE PERCENT

(12%), or the highest amount allowed by law, whichever is less. However, there shall be no payment of either principal or interest by the Owner during the term of this Agreement. If the Owner successfully completes the full three year term of the Agreement, the Village shall discharge the Owner's indebtedness and shall cancel the note on the loan and release any security interest it may have without any payment of principal or interest by the Owner.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement, or Mortgage and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the

agreement for breach, the Village will have the right to repayment of principal and interest as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Joseph Ambrosino, 1725 S Ashland, Park Ridge, Illinois 60068, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
312-18 Chicago Avenue

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012


LAW DEPARTMENT

Teresa Powell
Village Clerk

EXHIBIT III

Oak Park Model Lease Addendum

Address 312-18 CHICAGO AVENUE

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.
- The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.
- No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

H(10)

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant and Authorizing the Execution of Marketing Services Agreement MSA 1210-G.

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1210-G (17-21 Harrison Street/906-08 S Humphrey Avenue - a 12 unit building). The property owner is requesting a building improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds for exterior masonry improvements, refurbishing two entrances and stairways, and mechanical improvements to increase energy efficiency. HPAC is recommending approval of this grant request. Attached is

the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., dwelling license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant application was reviewed and approved by Housing Programs Division staff (Housing Programs Coordinator and Housing Programs Manager) and the Housing Programs Advisory Committee.

In past years, the Oak Park Residence Corporation (ResCorp) received grants for general operating support. Beginning in 2011, ResCorp received no operating support from the Village and only received \$25,000 in funding to operate the Small Condo Program. HPAC recommends that ResCorp's building specific grant be approved since ResCorp no longer receives operating support from the Village. Rescorp buildings were evaluated using the same criteria as the other applicants.

Should the Board decide to fund this request, the other complicating factor is that due to the tax-exempt bond funding utilized by ResCorp, it is difficult to place a subordinate lien on the properties. Given ResCorp's mission and history as a partner agency, HPAC and staff do not consider this to be a concern and would recommend entering into a grant agreement with ResCorp and forgo the secondary lien.

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

The grant of \$10,000 will reduce the remaining budgeted balance of \$110,000 to \$100,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$90,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$50,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$38,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$29,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	28	14.0	43	\$10,000.00	\$10,000.00	\$18,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total									\$80,000.00

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$90,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$80,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$70,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$60,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$50,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$40,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$20,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$10,000.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	223 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total

\$120,000.00

Village of Oak Park
Housing Programs Division

Multi-Family Housing Incentives Program
2012 Applications

Housing Programs Advisory Committee Review
May 2, 2012

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Budget Balance
					Evaluation Score (20 Points Max)	OPRHC/ Staff Score	
							Rental Reimbursement Recommendation
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00
22	Oak Park Residence Corporation	470-52 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00
53	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00
341	Berg Russ LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00
Total							\$80,000.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

OAK PARK RESIDENCE CORP
Owner
17-21 HARRISON/906-08 S HUMPHREY
Building Address
209
Building Number
2/10/12
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 070200832-00
Other Indebtedness

PS
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection 100% Building Inspection

Date 3/22/12
Date _____

Compliance Repairs Made Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days Did Not Complete Repairs on Schedule

Reason for any Concerns

A.V.
Initial
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
Initial
2-21-12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SH
Initial
3/29/2012
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

#26
Initial
12 March
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No
10/31/2012
Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No
2/21/2012 \$13,376.44 ✓
Date Paid Amount 1st Instalment

Date Paid Amount 2nd Instalment

Reason for any Concerns

ES
Initial
3/15/2012
Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1210-G

12 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$110,000 of those funds were available for such grants.

b) The premises at 17-21 Harrison Street/906-08 S Humphrey Avenue consists of a multi-family dwelling with 12 units owned by Oak Park Residence Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit I.

SECTION II

The Village awards a grant in the amount of \$10,000 to Oak Park Residence Corporation, contingent upon the Owner's execution of a Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the

premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the amount of the draw for work within the Scope of Work.

SECTION III

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1210-G with Oak Park Residence Corporation, owner of the 12 unit apartment building at 17-21 Harrison Street/906-08 S Humphrey Avenue in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit I.

SECTION IV

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**MARKETING SERVICES AGREEMENT
WITH A BUILDING IMPROVEMENT GRANT
NOT TO EXCEED 10,000
17-21 HARRISON STREET/906-08 S HUMPHREY AVENUE
12 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 17-21 Harrison Street/906-08 S Humphrey Avenue.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

The Village agrees to reimburse the Owner in an amount equal to the lesser of \$10,000 per building or \$1,000 per dwelling unit for common area improvements, security improvements or individual unit improvements, as described on the Scope of Work submitted by the Owner and approved by the Village. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 12 unit

building, the Village will expend the sum of \$10,000 and the Owner will expend the sum of \$20,000 for building improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized building improvements and repairs.

13. Grant Term

The Owner has one year from the date of the approval of the grant to expend the funds for common area or security improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds

16. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

17. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

18. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this

Agreement shall be the property of the Village of Oak Park. If the Village terminates the agreement for breach, the Village will have the right to repayment of the grant funds.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

19. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, in the case of the Owner.

20. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
17-21 Harrison Street/906-08 S Humphrey Avenue

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____
Cara Pavlicek
Interim Village Manager

ATTEST:

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012


LAW DEPARTMENT

Teresa Powell
Village Clerk

EXHIBIT I

Oak Park Model Lease Addendum

Address 17-21 HARRISON STREET/906-08 S HUMPHREY
AVENUE

Unit Number

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.

6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.

7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.
8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

HC(11)

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant and Authorizing the Execution of Marketing Services Agreement MSA 1211-G.

Resolution or Ordinance No. _____

Date of Board Action:

June 18, 2012

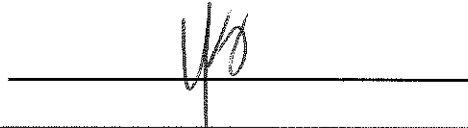
Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1211-G (140 Harrison Street - a 6 unit building). The property owner is requesting a building improvement grant of \$6,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to replace the roof and add roof insulation. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., dwelling license, loans,

taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant 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: (Account #; Balance; Cost of contract)

The grant of \$6,000 will reduce the remaining budgeted balance of \$100,000 to \$94,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm - Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE: Bill Berg, Aye
 Peggy LaFleur Aye
 Meredith Morris Aye
 Patrick Diakite Aye
 Chair Glass Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$70,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$60,000.00
221	Hunting/Fausch	148 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$54,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$48,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$28,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$18,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$6,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$5,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$10,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$100,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$50,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$50,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$50,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total \$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPPHC/ Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-5 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$80,000.00
520	Michael Leavy	435-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,500.00
5	Oak Park Residence Corporation	15-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$85,500.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	36	14.0	51	\$10,000.00	\$80,700.00
66	Oak Park Residence Corporation	1116-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$50,700.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$43,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$8,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$28,000.00
22	Oak Park Residence Corporation	470-52 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$25,000.00
53	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$15,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	395-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$5,000.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
560	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
563	Commercial Equity Corporation	326 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.9	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
551	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total								\$80,000.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

R D HUNTING AND DEBORAH FAUSCH
Owner
140 HARRISON STREET
Building Address
221
Building Number
February 10, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

acct # 0533000171-01 (Small Pond MGMT)
Other Indebtedness

AK
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection

Normal Annual Building Inspection
 100% Building Inspection

Date 3/22/12
Date _____

Compliance

Repairs Made
 Working Toward Compliance
Under Agreed Time Extensions

Non-Compliance

Did Not Respond Within 30 Days
 Did Not Complete Repairs on Schedule

Reason for any Concerns

A.V.
Initial
Date

Historic Preservation

Historic District

Yes

No

Landmark

Yes

No

Contributing Structure

Yes

No

Appropriate Scope of Work

Yes

No

Reason for any Concerns

DRK

Initial

2-21-12

Date

Administrative Adjudication

Outstanding Tickets or Judgments

Yes

No

Reason for any Concerns

SA

Initial

3/29/2012

Date

Police Department

Concerns regarding activity at this building

Yes

No

Reason for any Concerns

[Signature] #26

Initial

12 MAR 12

Date

Housing Programs Division

Current Multi-Family Dwelling License

Yes

No

10/31/2012
Expiration Date

Management Seminar Attendance

Yes

No

Current Property Taxes

Yes

No

3/01/2012
Date Paid

\$8,558.¹⁹
Amount

1st Installment

Date Paid

Amount

2nd Installment

Reason for any Concerns

[Signature]

Initial

3/15/2012

Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1211-G

6 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$100,000 of those funds were available for such grants.

b) The premises at 140 Harrison Street consists of a multi-family dwelling with 6 units owned by R D Hunting and Deborah Fausch, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$18,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit III.

SECTION II

The Village awards a grant in the amount of \$6,000 to R D Hunting and Deborah Fausch, contingent upon the Owner's execution of a Note, Mortgage and Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the premises in the amount of the draw; and 3) upon receipt of proof that the Owner

has paid at least twice the amount of the draw for work within the Scope of Work.

SECTION III

The \$6,000 grant shall be secured by a junior mortgage recorded against the premises, and evidenced by a Note, which Note and Mortgage shall substantially conform to those attached hereto and made a part hereof as Exhibits I and II.

SECTION IV

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1211-G with R D Hunting and Deborah Fausch, owner of the 6 unit apartment building at 140 Harrison Street in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit III.

SECTION V

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

NOTE

MSA-1211-G

\$6,000

Oak Park, Illinois June 18, 2012

FOR VALUE RECEIVED, , hereinafter referred to as "Owner," promises to pay to the Village of Oak Park, the principal sum of Six Thousand and No/100 Dollars and no interest except as herein provided as follows: The principal and interest shall be payable in full upon the earliest of the following occurrences or date:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in that Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without payment of principal or interest.
2. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest at twelve percent per annum.
3. If the Village gives the Owner written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

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

Payments are to be made at the office of the Finance Director, 123 Madison Street, Oak Park, Illinois 60302.

Without the prior written consent of the Village of Oak Park, the Owner shall not convey or encumber title to the premises securing the payment hereof.

The Village may elect to accelerate the entire unpaid principal balance as stated above. No delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance, encumbrance or default.

A violation in the Mortgage supporting this Note shall be prima facie evidence of a default in the performance of the Mortgage to keep the premises fully repaired and in compliance with the Zoning Ordinance of the Village of Oak Park, the Village's Building Code, and the Code of the Village of Oak Park, including without limitation the provisions relating to housing, health, and fair housing.

IMPORTANT – Preserve this note after payment to obtain release of Mortgage

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"):

THE EAST 40 FEET OF THE EAST 81 FEET OF LOTS 7, 8, AND 9 (TAKEN AS TRACT) IN HENRY C. WILSON'S RESUBDIVISION OF LOTS 31 TO 41, INCLUSIVE, AND LOT 90 AND THE VACATED ALLEY RUNNING EAST AND WEST ABUTTING SAID ORIGINAL LOTS 31 TO 41 AND LOT 90 OF WILLIAM F. OLSON AND COMPANY'S FIRST ADDITION TO RIDGELAND, IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 16-17-128-017-0000

Address(es) of Real Estate: 140 Harrison Street
Oak Park, Illinois

Date: _____

MORTGAGE

MSA 1211-G

PIN: 16-17-128-017-0000

THIS MORTGAGE is made this 18th day of June, 2012 between , herein referred to as "Mortgagors," and The Village of Oak Park, an Illinois municipal corporation, herein referred to as "Mortgagee."

Mortgagors are justly indebted to the Village of Oak Park, the legal holder of a principal promissory note, termed " Note," executed by Mortgagors on the same date as this Mortgage, and made payable to Village of Oak Park and delivered, by which Note Mortgagors promise to pay the principal sum of \$6,000 and interest from June 18, 2012 on the balance of principal remaining from time to time unpaid at the rate of Twelve Percent (12%) per annum, or the highest amount allowed by law, whichever is less, except as herein provided as follows:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in the Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without any payment of principal or interest.
2. In the event that the Mortgagor sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.
3. If the Village gives the Mortgagor written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Mortgagor fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

EXHIBIT II

If the Village receives notice of default and delays electing to accelerate the payment of principal or interest, no such delay shall be deemed to constitute a waiver of its rights under this Mortgage. All parties severally waive presentment for payment, notice of dishonor, protest and notice of protest.

All payments of principal and interest are to be made payable to the Village of Oak Park and delivered to the Finance Director, 123 Madison St., Oak Park, IL.

To secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned Note and of this Mortgage, and the Mortgagors' performance of the covenants and agreements referred to herein, Mortgagors CONVEY AND WARRANT unto 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, Cook County, Illinois, to wit:

THE EAST 40 FEET OF THE EAST 81 FEET OF LOTS 7, 8, AND 9 (TAKEN AS TRACT) IN HENRY C. WILSON'S RESUBDIVISION OF LOTS 31 TO 41, INCLUSIVE, AND LOT 90 AND THE VACATED ALLEY RUNNING EAST AND WEST ABUTTING SAID ORIGINAL LOTS 31 TO 41 AND LOT 90 OF WILLIAM F. OLSON AND COMPANY'S FIRST ADDITION TO RIDGELAND, IN THE NORTHWEST 1/4 OF SECTION 17, 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): 16-17-128-017-0000

Address(es) of Real Estate: 140 Harrison Street

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon 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. The parties agree 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 also be part of the mortgaged premises;

TO HAVE AND TO HOLD forever, for the purposes, and upon the uses and trusts herein set forth, 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 do hereby expressly release and waive.

EXHIBIT II

1. Mortgagors shall: (1) keep the premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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.

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 the original or duplicate receipts therefor. To prevent default hereunder, 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 and maintain an all risk property insurance policy providing for payment of the cost to replace or repair any property damage or to pay in full the principal and interest on the Note, which insurance shall be issued by companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the Mortgagee, 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 Mortgagee 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. 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.

5. When the indebtedness hereby secured shall become due, whether by the terms of the note or by acceleration or otherwise, the holder of the Note or the Mortgagee shall have the right to foreclose the lien hereof 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 allowed by law, which may be paid or incurred by or on behalf of Mortgagee or holders of the note including but not limited to 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) of 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

EXHIBIT II

addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of twelve per cent per annum, or the maximum amount allowed by law, whichever is less, 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 hereby secured; 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.

6. The proceeds of any foreclosure sale of the premises shall be distributed in accordance the Illinois Mortgage Foreclosure Law.

7. 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 such receiver by appointment of Mortgagee in possession. Such receiver shall have power to collect the rents, issues and profits of said 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 said 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 the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

8. No action for the enforcement of the lien of this Mortgage or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. 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.

10. Mortgagee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, 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.

11. 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.

12. This Mortgage and all provisions hereof, shall extend to and be binding upon the Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein 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.

13. 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 the record owner is: R D Hunting and Deborah Fausch.

Witness the hands and seals of Mortgagors the day and year first above written.

Signature of Mortgagor

Signature of Mortgagor

Printed Name of Mortgagor

Printed Name of Mortgagor

State of Illinois,
County of COOK

I, the undersigned, a Notary Public in and for Cook County, Illinois certify that
_____ and _____

Personally known to me to be the same person(s) whose name appears above, appeared before me this day in person, and freely and voluntarily subscribed to the foregoing instrument, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this ____ day of _____, 20 ____.

Notary Public

Deliver to Box 321

**MARKETING SERVICES AGREEMENT
WITH A BUILDING IMPROVEMENT GRANT
NOT TO EXCEED \$6,000
140 HARRISON STREET
6 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and R D Hunting and Deborah Fausch, 144 Harrison Street, Oak Park, Illinois 60304, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 140 Harrison Street.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

Before receiving any grant funds and as a condition of this Agreement, the Owner must execute a Mortgage and Note with the Village. In accordance with the terms of the Note and Mortgage executed by the Owner, the Village agrees to reimburse the Owner in an amount equal to the lesser of \$10,000 per building or \$1,000 per dwelling unit for common area improvements, security improvements or individual unit improvements, as described on the Scope of Work

submitted by the Owner and approved by the Village. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 6 unit building, the Village will expend the sum of \$6,000 and the Owner will expend the sum of \$12,000 for building improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized building improvements and repairs.

13. Grant Term

The Owner has one year from the date of the approval of the grant to expend the funds for common area or security improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds. In addition, the Village will have all rights and remedies under its Mortgage. In order to secure the Owner's participation in this Marketing Services Agreement, the Village will record a mortgage against the property for the amount of the grant funds expended by the Village. The funds will carry an annual interest rate of TWELVE PERCENT

(12%), or the highest amount allowed by law, whichever is less. However, there shall be no payment of either principal or interest by the Owner during the term of this Agreement. If the Owner successfully completes the full three year term of the Agreement, the Village shall discharge the Owner's indebtedness and shall cancel the note on the loan and release any security interest it may have without any payment of principal or interest by the Owner.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement, or Mortgage and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the

agreement for breach, the Village will have the right to repayment of principal and interest as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to R D Hunting and Deborah Fausch, 144 Harrison Street, Oak Park, Illinois 60304, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
140 Harrison Street

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012
[Signature]
LAW DEPARTMENT

Teresa Powell
Village Clerk

EXHIBIT III

Oak Park Model Lease Addendum

Address 140 HARRISON STREET

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.
- The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.
- No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

H(12)

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant
and Authorizing the Execution of Marketing Services Agreement
MSA 1212-G.

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

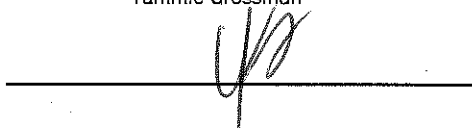
Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1212-G (142-44 Harrison Street - a 6 unit building). The property owner is requesting a building improvement grant of \$6000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to repaint all exterior doors, windows and rear porches. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., dwelling license, loans,

taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant 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: (Account #; Balance; Cost of contract)

The grant of \$6000 will reduce the remaining budgeted balance of \$94000 to \$88000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE: Bill Berg, Aye
Peggy LaFleur Aye
Meredith Morris Aye
Patrick Diakite Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$50,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$60,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/605-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$36,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$28,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$18,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$10,000.00	\$0,000.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$50,000.00	

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$110,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$100,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$90,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$80,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$60,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	208-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	62	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
563	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total

\$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Rental Reimbursement Recommendation	Budget Balance
					Evaluation Score (20 Points Max)	OPPHC/ Staff Score		
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$60,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$75,500.00
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$65,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$60,700.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$50,700.00
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$30,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$28,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$6,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	396-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total								\$60,000.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

R D HUNTING AND DEBORAH FAUSCH
Owner
142-44 HARRISON STREET
Building Address
222
Building Number
February 10, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

CM
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 052300017201 (Small Payment)
Other Indebtedness

HS
Initial
3.15.12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection 100% Building Inspection

Date 3/23
Date _____

Compliance Repairs Made Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days Did Not Complete Repairs on Schedule

Reason for any Concerns

A.V
Initial
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
 Initial
2-21-12
 Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SH
 Initial
3/29/2012
 Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

#76
 Initial
2/24/12
 Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No
10/31/2012
 Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No
3/1/2012 \$8,755.75 ✓
 Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

JR
 Initial
3/15/2012
 Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1212-G

6 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$94,000 of those funds were available for such grants.

b) The premises at 142-44 Harrison Street consists of a multi-family dwelling with 6 units owned by R D Hunting and Deborah Fausch, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$18,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit III.

SECTION II

The Village awards a grant in the amount of \$6,000 to R D Hunting and Deborah Fausch, contingent upon the Owner's execution of a Note, Mortgage and Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the premises in the amount of the draw; and 3) upon receipt of proof that the Owner

has paid at least twice the amount of the draw for work within the Scope of Work.

SECTION III

The \$6,000 grant shall be secured by a junior mortgage recorded against the premises, and evidenced by a Note, which Note and Mortgage shall substantially conform to those attached hereto and made a part hereof as Exhibits I and II.

SECTION IV

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1212-G with R D Hunting and Deborah Fausch, owner of the 6 unit apartment building at 142-44 Harrison Street in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit III.

SECTION V

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

NOTE

MSA-1212-G

\$6,000

Oak Park, Illinois June 18, 2012

FOR VALUE RECEIVED, , hereinafter referred to as "Owner," promises to pay to the Village of Oak Park, the principal sum of Six Thousand and No/100 Dollars and no interest except as herein provided as follows: The principal and interest shall be payable in full upon the earliest of the following occurrences or date:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in that Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without payment of principal or interest.
2. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest at twelve percent per annum.
3. If the Village gives the Owner written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

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

Payments are to be made at the office of the Finance Director, 123 Madison Street, Oak Park, Illinois 60302.

Without the prior written consent of the Village of Oak Park, the Owner shall not convey or encumber title to the premises securing the payment hereof.

The Village may elect to accelerate the entire unpaid principal balance as stated above. No delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance, encumbrance or default.

A violation in the Mortgage supporting this Note shall be prima facie evidence of a default in the performance of the Mortgage to keep the premises fully repaired and in compliance with the Zoning Ordinance of the Village of Oak Park, the Village's Building Code, and the Code of the Village of Oak Park, including without limitation the provisions relating to housing, health, and fair housing.

IMPORTANT - Preserve this note after payment to obtain release of Mortgage

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"):

THE WEST 41 FEET OF THE EAST 81 FEET OF LOTS 7, 8, AND 9 (TAKEN AS TRACT) IN HENRY C. WILSON'S RESUBDIVISION OF LOTS 31 TO 41, INCLUSIVE, AND LOT 90 AND THE VACATED ALLEY RUNNING EAST AND WEST ABUTTING SAID ORIGINAL LOTS 31 TO 41 AND LOT 90 OF WILLIAM F. OLSON AND COMPANY'S FIRST ADDITION TO RIDGELAND, IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 16-17-128-016-0000

Address(es) of Real Estate: 142-44 Harrison Street
Oak Park, Illinois

Date: _____

MORTGAGE

MSA 1212-G

PIN: 16-17-128-016-0000

THIS MORTGAGE is made this 18th day of June, 2012 between , herein referred to as "Mortgagors," and The Village of Oak Park, an Illinois municipal corporation, herein referred to as "Mortgagee."

Mortgagors are justly indebted to the Village of Oak Park, the legal holder of a principal promissory note, termed " Note," executed by Mortgagors on the same date as this Mortgage, and made payable to Village of Oak Park and delivered, by which Note Mortgagors promise to pay the principal sum of \$6,000 and interest from June 18, 2012 on the balance of principal remaining from time to time unpaid at the rate of Twelve Percent (12%) per annum, or the highest amount allowed by law, whichever is less, except as herein provided as follows:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in the Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without any payment of principal or interest.
2. In the event that the Mortgagor sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.
3. If the Village gives the Mortgagor written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Mortgagor fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

If the Village receives notice of default and delays electing to accelerate the payment of principal or interest, no such delay shall be deemed to constitute a waiver of its rights under this Mortgage. All parties severally waive presentment for payment, notice of dishonor, protest and notice of protest.

All payments of principal and interest are to be made payable to the Village of Oak Park and delivered to the Finance Director, 123 Madison St., Oak Park, IL.

To secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned Note and of this Mortgage, and the Mortgagors' performance of the covenants and agreements referred to herein, Mortgagors CONVEY AND WARRANT unto 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, Cook County, Illinois, to wit:

THE WEST 41 FEET OF THE EAST 81 FEET OF LOTS 7, 8, AND 9 (TAKEN AS TRACT) IN HENRY C. WILSON'S RESUBDIVISION OF LOTS 31 TO 41, INCLUSIVE, AND LOT 90 AND THE VACATED ALLEY RUNNING EAST AND WEST ABUTTING SAID ORIGINAL LOTS 31 TO 41 AND LOT 90 OF WILLIAM F. OLSON AND COMPANY'S FIRST ADDITION TO RIDGELAND, IN THE NORTHWEST 1/4 OF SECTION 17, 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): 16-17-128-016-0000

Address(es) of Real Estate: 142-44 Harrison Street

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon 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. The parties agree 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 also be part of the mortgaged premises;

TO HAVE AND TO HOLD forever, for the purposes, and upon the uses and trusts herein set forth, 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 do hereby expressly release and waive.

EXHIBIT II

1. Mortgagors shall: (1) keep the premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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.

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 the original or duplicate receipts therefor. To prevent default hereunder, 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 and maintain an all risk property insurance policy providing for payment of the cost to replace or repair any property damage or to pay in full the principal and interest on the Note, which insurance shall be issued by companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the Mortgagee, 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 Mortgagee 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. 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.

5. When the indebtedness hereby secured shall become due, whether by the terms of the note or by acceleration or otherwise, the holder of the Note or the Mortgagee shall have the right to foreclose the lien hereof 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 allowed by law, which may be paid or incurred by or on behalf of Mortgagee or holders of the note including but not limited to 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) of 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

EXHIBIT II

addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of twelve per cent per annum, or the maximum amount allowed by law, whichever is less, 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 hereby secured; 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.

6. The proceeds of any foreclosure sale of the premises shall be distributed in accordance the Illinois Mortgage Foreclosure Law.

7. 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 such receiver by appointment of Mortgagee in possession. Such receiver shall have power to collect the rents, issues and profits of said 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 said 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 the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

8. No action for the enforcement of the lien of this Mortgage or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. 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.

10. Mortgagee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, 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.

11. 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.

12. This Mortgage and all provisions hereof, shall extend to and be binding upon the Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein 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.

13. 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 the record owner is: R D Hunting and Deborah Fausch.

Witness the hands and seals of Mortgagors the day and year first above written.

Signature of Mortgagor

Signature of Mortgagor

Printed Name of Mortgagor

Printed Name of Mortgagor

State of Illinois,
County of COOK

I, the undersigned, a Notary Public in and for Cook County, Illinois certify that _____ and _____

Personally known to me to be the same person(s) whose name appears above, appeared before me this day in person, and freely and voluntarily subscribed to the foregoing instrument, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this ____ day of _____, 20____.

Notary Public

Deliver to Box 321

**MARKETING SERVICES AGREEMENT
WITH A BUILDING IMPROVEMENT GRANT
NOT TO EXCEED \$6,000
142-44 HARRISON STREET
6 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and R D Hunting and Deborah Fausch, 144 Harrison Street, Oak Park, Illinois 60304, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 142-44 Harrison Street.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

Before receiving any grant funds and as a condition of this Agreement, the Owner must execute a Mortgage and Note with the Village. In accordance with the terms of the Note and Mortgage executed by the Owner, the Village agrees to reimburse the Owner in an amount equal to the lesser of \$10,000 per building or \$1,000 per dwelling unit for common area improvements, security improvements or individual unit improvements, as described on the Scope of Work

submitted by the Owner and approved by the Village. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 6 unit building, the Village will expend the sum of \$6,000 and the Owner will expend the sum of \$12,000 for building improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized building improvements and repairs.

13. Grant Term

The Owner has one year from the date of the approval of the grant to expend the funds for common area or security improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds. In addition, the Village will have all rights and remedies under its Mortgage. In order to secure the Owner's participation in this Marketing Services Agreement, the Village will record a mortgage against the property for the amount of the grant funds expended by the Village. The funds will carry an annual interest rate of TWELVE PERCENT

(12%), or the highest amount allowed by law, whichever is less. However, there shall be no payment of either principal or interest by the Owner during the term of this Agreement. If the Owner successfully completes the full three year term of the Agreement, the Village shall discharge the Owner's indebtedness and shall cancel the note on the loan and release any security interest it may have without any payment of principal or interest by the Owner.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement, or Mortgage and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the

agreement for breach, the Village will have the right to repayment of principal and interest as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to R D Hunting and Deborah Fausch, 144 Harrison Street, Oak Park, Illinois 60304, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
142-44 Harrison Street

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

Teresa Powell
Village Clerk

EXHIBIT III

Oak Park Model Lease Addendum

Address 142-44 HARRISON STREET

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.
- The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.
- No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

HC(13)

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant and Authorizing the Execution of Marketing Services Agreement MSA 1213-G.

Resolution or Ordinance No. _____

Date of Board Action:

June 18, 2012


Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1213-G (301-11 Harrison Street/901-09 Highland Avenue - a 22 unit building). The property owner is requesting a unit improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to rehab five units at a cost of at least \$6,000 per unit. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e.,

dwelling license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant 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: (Account #; Balance; Cost of contract)

The grant of \$10,000 will reduce the remaining budgeted balance of \$88,000 to \$78,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/905-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$60,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$69,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$36,000.00
515	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$28,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$16,000.00
288	Frida Freuchman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Village of Oak Park
Housing Programs Division
Multi-Family Housing Incentives Program
2012 Applications

Housing Programs Advisory Committee Review
May 2, 2012

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$90,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$80,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$70,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$60,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$50,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$40,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$20,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$10,000.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	223 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Annard DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00
Total									\$120,000.00

Village of Oak Park
Housing Programs Division

Multi-Family Housing Incentives Program
2012 Applications

Housing Programs Advisory Committee Review
May 2, 2012

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPPHC/ Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$75,500.00
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$65,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$60,700.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$50,700.00
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$22,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$26,000.00
22	Oak Park Residence Corporation	470-52 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	396-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
586	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	49	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
578	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	223 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total								\$80,000.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

OAK PARK RESIDENCE CORPORATION
Owner
301-11 HARRISON/901-09 HIGHLAND
Building Address
226
Building Number
February 10, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 0702000366.01
Other Indebtedness

AB
Initial
2-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection

Normal Annual Building Inspection
 100% Building Inspection

Date 3/9/12
Date _____

Compliance

Repairs Made
 Working Toward Compliance
Under Agreed Time Extensions

Non-Compliance

Did Not Respond Within 30 Days
 Did Not Complete Repairs on Schedule

Reason for any Concerns

AV
Initial
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
Initial
2-21-12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SAH
Initial
3/20/2012
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

[Signature]
Initial
DMARL
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
Expiration Date

Management Seminar Attendance ^{EG.} Yes No

Current Property Taxes Yes No

2/22/2012 **\$12,896.99**
Date Paid Amount 1st installment

Date Paid Amount 2nd installment

Reason for any Concerns

[Signature]
Initial
3/15/2012
Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1213-G
22 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$88,000 of those funds were available for such grants.

b) The premises at 301-11 Harrison Street/901-09 Highland Avenue consists of a multi-family dwelling with 22 units owned by Oak Park Residence Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit I.

SECTION II

The Village awards a grant in the amount of \$10,000 to Oak Park Residence Corporation, contingent upon the Owner's execution of a Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the

premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the amount of the draw for work within the Scope of Work.

SECTION III

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1213-G with Oak Park Residence Corporation, owner of the 22 unit apartment building at 301-11 Harrison Street/901-09 Highland Avenue in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit I.

SECTION IV

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**MARKETING SERVICES AGREEMENT
WITH A UNIT IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
301-11 HARRISON STREET/901-09 HIGHLAND AVENUE
22 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 301-11 Harrison Street/901-09 Highland Avenue.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

The Village agrees to reimburse the Owner in an amount not to exceed \$2,000 per dwelling unit for individual unit improvements, as approved by the Village and the Housing Center prior to commencing the work, up to a maximum of \$10,000 for the building. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 22 unit building, the Village will expend the sum of \$10,000 and the

Owner will expend the sum of \$20,000 for unit improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized unit improvements and repairs.

13. Grant Term

The Owner has three years from the date of the approval of the grant to expend the funds for unit improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner

or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the agreement for breach, the Village will have the right to repayment as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
301-11 Harrison Street/901-09 Highland Avenue

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____
Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

EXHIBIT I

Oak Park Model Lease Addendum

Address 301-11 HARRISON STREET/901-09 HIGHLAND
AVENUE

Unit Number

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.

7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.
8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of inaintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.
- The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.
- No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

H(14)

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant
and Authorizing the Execution of Marketing Services Agreement
MSA 1214-G.

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

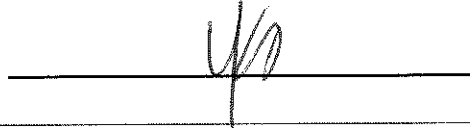
Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1214-G (417-21 S Harvey Avenue - a 23 unit building). The property owner is requesting a building improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to perform elevator upgrades and to replace windows. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., dwelling

license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant 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: (Account #; Balance; Cost of contract)

The grant of \$10,000 will reduce the remaining budgeted balance of \$78,000 to \$68,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm - Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (25 Points Max)	OPRHIC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$50,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$60,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$38,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$28,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$18,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$8,000.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$50,000.00	

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
536	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$90,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$80,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$70,000.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$60,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$50,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$40,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$20,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$10,000.00
565	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total

\$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPRHC/ Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-5 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$80,000.00
520	Michael Leavy	436-40 S Ridgeland/326-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$65,500.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	36	14.0	51	\$10,000.00	\$65,500.00
66	Oak Park Residence Corporation	1118-25 S Austin Boulevard	Yes	31	13.8	55	\$7,000.00	\$60,700.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$60,700.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$43,000.00
40	Oak Park Residence Corporation	1023-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$38,000.00
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$28,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$28,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$25,000.00
64	Oak Park Investors, LLC	396-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$25,000.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
560	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total								\$60,000.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

Owner SCHUMAN CORPORATION
Building Address 421 S HARVEY AVENUE
Building Number 245
Application Date February 8, 2012

Community Relations Department

Chapter 13 Compliance Yes No N/A

Reason for any Concerns NONE

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Other Indebtedness Acct # 070200000300

BJ
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection

Date 3-19-12

100% Building Inspection

Date DL

Compliance Repairs Made

Working Toward Compliance
Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days

Did Not Complete Repairs on Schedule

Reason for any Concerns

Initial
Date

Historic Preservation

Historic District Yes No
Landmark Yes No
Contributing Structure Yes No
Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
Initial
2-21-12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

MA
Initial
3/26/2012
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

EXTERIOR / DDM

Q.4107/SS.17
Initial
11/22/12
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

3/1/2012 **\$16,942.44**
Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

ES
Initial
3/15/2012
Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1214-G

23 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$78,000 of those funds were available for such grants.

b) The premises at 417-21 S Harvey Avenue consists of a multi-family dwelling with 23 units owned by Schuman Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit III.

SECTION II

The Village awards a grant in the amount of \$10,000 to Schuman Corporation, contingent upon the Owner's execution of a Note, Mortgage and Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the

amount of the draw for work within the Scope of Work.

SECTION III

The \$10,000 grant shall be secured by a junior mortgage recorded against the premises, and evidenced by a Note, which Note and Mortgage shall substantially conform to those attached hereto and made a part hereof as Exhibits I and II.

SECTION IV

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1214-G with Schuman Corporation, owner of the 23 unit apartment building at 417-21 S Harvey Avenue in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit III.

SECTION V

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

NOTE

MSA-1214-G

\$10,000

Oak Park, Illinois June 18, 2012

FOR VALUE RECEIVED, , hereinafter referred to as "Owner," promises to pay to the Village of Oak Park, the principal sum of Ten Thousand and No/100 Dollars and no interest except as herein provided as follows: The principal and interest shall be payable in full upon the earliest of the following occurrences or date:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in that Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without payment of principal or interest.
2. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest at twelve percent per annum.
3. If the Village gives the Owner written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

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

Payments are to be made at the office of the Finance Director, 123 Madison Street, Oak Park, Illinois 60302.

Without the prior written consent of the Village of Oak Park, the Owner shall not convey or encumber title to the premises securing the payment hereof.

The Village may elect to accelerate the entire unpaid principal balance as stated above. No delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance, encumbrance or default.

A violation in the Mortgage supporting this Note shall be prima facie evidence of a default in the performance of the Mortgage to keep the premises fully repaired and in compliance with the Zoning Ordinance of the Village of Oak Park, the Village's Building Code, and the Code of the Village of Oak Park, including without limitation the provisions relating to housing, health, and fair housing.

IMPORTANT - Preserve this note after payment to obtain release of Mortgage

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 79 AND 80 IN O.R. ERWIN'S SUBDIVISION OF THE SOUTH 1466.5 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT RAILROAD) OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN OF COOK COUNTY, ILLINOIS

Permanent Real Estate Index Number(s): 16-08-123-028-0000

Address(es) of Real Estate: 417-21 S Harvey Avenue
Oak Park, Illinois

Date: _____

IMPORTANT – Preserve this note after payment to obtain release of Mortgage

MORTGAGE

MSA 1214-G

PIN: 16-08-123-028-0000

THIS MORTGAGE is made this 18th day of June, 2012 between , herein referred to as "Mortgagors," and The Village of Oak Park, an Illinois municipal corporation, herein referred to as "Mortgagee."

Mortgagors are justly indebted to the Village of Oak Park, the legal holder of a principal promissory note, termed " Note," executed by Mortgagors on the same date as this Mortgage, and made payable to Village of Oak Park and delivered, by which Note Mortgagors promise to pay the principal sum of \$10,000 and interest from June 18, 2012 on the balance of principal remaining from time to time unpaid at the rate of Twelve Percent (12%) per annum, or the highest amount allowed by law, whichever is less, except as herein provided as follows:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in the Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without any payment of principal or interest.
2. In the event that the Mortgagor sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.
3. If the Village gives the Mortgagor written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Mortgagor fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

EXHIBIT II

If the Village receives notice of default and delays electing to accelerate the payment of principal or interest, no such delay shall be deemed to constitute a waiver of its rights under this Mortgage. All parties severally waive presentment for payment, notice of dishonor, protest and notice of protest.

All payments of principal and interest are to be made payable to the Village of Oak Park and delivered to the Finance Director, 123 Madison St., Oak Park, IL.

To secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned Note and of this Mortgage, and the Mortgagors' performance of the covenants and agreements referred to herein, Mortgagors CONVEY AND WARRANT unto 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, Cook County, Illinois, to wit:

LOT 79 AND 80 IN O.R. ERWIN'S SUBDIVISION OF THE SOUTH 1466.5 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT RAILROAD) OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN OF COOK COUNTY, ILLINOIS

which, with the property hereinafter described, is referred to herein as the "premises":

Permanent Real Estate Index Number(s): 16-08-123-028-0000

Address(es) of Real Estate: 417-21 S Harvey Avenue

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon 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. The parties agree 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 also be part of the mortgaged premises;

TO HAVE AND TO HOLD forever, for the purposes, and upon the uses and trusts herein set forth, 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 do hereby expressly release and waive.

1. Mortgagors shall: (1) keep the premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on

EXHIBIT II

the premises which may become damaged or be destroyed; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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.

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 the original or duplicate receipts therefor. To prevent default hereunder, 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 and maintain an all risk property insurance policy providing for payment of the cost to replace or repair any property damage or to pay in full the principal and interest on the Note, which insurance shall be issued by companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the Mortgagee, 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 Mortgagee 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. 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.

5. When the indebtedness hereby secured shall become due, whether by the terms of the note or by acceleration or otherwise, the holder of the Note or the Mortgagee shall have the right to foreclose the lien hereof 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 allowed by law, which may be paid or incurred by or on behalf of Mortgagee or holders of the note including but not limited to 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) of 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 expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of twelve per cent per annum, or the maximum amount allowed by law,

EXHIBIT II

whichever is less, 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 hereby secured; 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.

6. The proceeds of any foreclosure sale of the premises shall be distributed in accordance the Illinois Mortgage Foreclosure Law.

7. 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 such receiver by appointment of Mortgagee in possession. Such receiver shall have power to collect the rents, issues and profits of said 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 said 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 the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

8. No action for the enforcement of the lien of this Mortgage or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. 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.

10. Mortgagee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, 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.

11. 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

EXHIBIT II

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.

12. This Mortgage and all provisions hereof, shall extend to and be binding upon the Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein 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.

13. 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 the record owner is: Schuman Corporation.

Witness the hands and seals of Mortgagors the day and year first above written.

Signature of Mortgagor

Signature of Mortgagor

Printed Name of Mortgagor

Printed Name of Mortgagor

State of Illinois,
County of COOK

I, the undersigned, a Notary Public in and for Cook County, Illinois certify that
and _____

Personally known to me to be the same person(s) whose name appears above, appeared before me this day in person, and freely and voluntarily subscribed to the foregoing instrument, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this ____ day of _____, 20 ____.

Notary Public

Deliver to Box 321

**MARKETING SERVICES AGREEMENT
WITH A BUILDING IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
417-21 S HARVEY AVENUE
23 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 417-21 S Harvey Avenue.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

Before receiving any grant funds and as a condition of this Agreement, the Owner must execute a Mortgage and Note with the Village. In accordance with the terms of the Note and Mortgage executed by the Owner, the Village agrees to reimburse the Owner in an amount equal to the lesser of \$10,000 per building or \$1,000 per dwelling unit for common area improvements, security improvements or individual unit improvements, as described on the Scope of Work

submitted by the Owner and approved by the Village. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 23 unit building, the Village will expend the sum of \$10,000 and the Owner will expend the sum of \$20,000 for building improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized building improvements and repairs.

13. Grant Term

The Owner has one year from the date of the approval of the grant to expend the funds for common area or security improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds. In addition, the Village will have all rights and remedies under its Mortgage. In order to secure the Owner's participation in this Marketing Services Agreement, the Village will record a mortgage against the property for the amount of the grant funds expended by the Village. The funds will carry an annual interest rate of TWELVE PERCENT

(12%), or the highest amount allowed by law, whichever is less. However, there shall be no payment of either principal or interest by the Owner during the term of this Agreement. If the Owner successfully completes the full three year term of the Agreement, the Village shall discharge the Owner's indebtedness and shall cancel the note on the loan and release any security interest it may have without any payment of principal or interest by the Owner.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement, or Mortgage and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the

agreement for breach, the Village will have the right to repayment of principal and interest as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
417-21 S Harvey Avenue

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____
Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

EXHIBIT III

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012
[Signature]
LAW DEPARTMENT

Oak Park Model Lease Addendum

Address 417-21 S HARVEY AVENUE

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.

9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.

10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.

11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.

12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.

13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

H(05)

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant and Authorizing the Execution of Marketing Services Agreement MSA 1215-G.

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1215-G (146-54 N Humphrey Avenue - a 31 unit building). The property owner is requesting a building improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to replace and insulate the roof. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., dwelling license, loans,

taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant 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: (Account #; Balance; Cost of contract)

The grant of \$10,000 will reduce the remaining budgeted balance of \$68,000 to \$58,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:

Bill Berg,	Aye
Peggy LaFleur	Aye
Meredith Morris	Aye
Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/908-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$39,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$20,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$46,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$28,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$10,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$0,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0,00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0,00	\$0,00
Total									\$80,000.00

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$110,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$100,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$80,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$80,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$80,000.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total \$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPRHC/ Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$75,500.00
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$65,500.00
5	Oak Park Residence Corporation	15-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$60,700.00
10	Schuman Corporation	205-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$50,700.00
86	Oak Park Residence Corporation	1116-25 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00
263	Riverside Property Management	145-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$28,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
54	Oak Park Investors, LLC	335-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Hamilton Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	425 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total								\$80,000.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

RIVERSIDE PROPERTY MANAGEMENT
Owner
146-54 N HUMPHREY
Building Address
263
Building Number
2/10/12
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 0663 000875-00
Other indebtedness

M
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection

Normal Annual Building Inspection

Date lh

100% Building Inspection

Date 3-20-12

Compliance

Repairs Made

Working Toward Compliance
Under Agreed Time Extensions

Non-Compliance

Did Not Respond Within 30 Days

Did Not Complete Repairs on Schedule

Reason for any Concerns

Initial

Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Needs a COA - more detailed scope
Reason for any Concerns

DRK
Initial
2.21.12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

JH
Initial
3/29/2012
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

Initial
13 MAR 12
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

3/1/2012 \$35,664.62
Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

has not attended regularly
Reason for any Concerns

JH
Initial
3/15/2012
Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1215-G

31 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$68,000 of those funds were available for such grants.

b) The premises at 146-54 N Humphrey Avenue consists of a multi-family dwelling with 31 units owned by The Humphrey Apartments, LLC, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit III.

SECTION II

The Village awards a grant in the amount of \$10,000 to The Humphrey Apartments, LLC, contingent upon the Owner's execution of a Note, Mortgage and Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the premises in the amount of the draw; and 3) upon receipt of proof that the Owner

has paid at least twice the amount of the draw for work within the Scope of Work.

SECTION III

The \$10,000 grant shall be secured by a junior mortgage recorded against the premises, and evidenced by a Note, which Note and Mortgage shall substantially conform to those attached hereto and made a part hereof as Exhibits I and II.

SECTION IV

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1215-G with The Humphrey Apartments, LLC, owner of the 31 unit apartment building at 146-54 N Humphrey Avenue in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit III.

SECTION V

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

NOTE

MSA-1215-G

\$10,000

Oak Park, Illinois June 18, 2012

FOR VALUE RECEIVED, , hereinafter referred to as "Owner," promises to pay to the Village of Oak Park, the principal sum of Ten Thousand and No/100 Dollars and no interest except as herein provided as follows: The principal and interest shall be payable in full upon the earliest of the following occurrences or date:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in that Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without payment of principal or interest.
2. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest at twelve percent per annum.
3. If the Village gives the Owner written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

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

Payments are to be made at the office of the Finance Director, 123 Madison Street, Oak Park, Illinois 60302.

Without the prior written consent of the Village of Oak Park, the Owner shall not convey or encumber title to the premises securing the payment hereof.

The Village may elect to accelerate the entire unpaid principal balance as stated above. No delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance, encumbrance or default.

A violation in the Mortgage supporting this Note shall be prima facie evidence of a default in the performance of the Mortgage to keep the premises fully repaired and in compliance with the Zoning Ordinance of the Village of Oak Park, the Village's Building Code, and the Code of the Village of Oak Park, including without limitation the provisions relating to housing, health, and fair housing.

IMPORTANT - Preserve this note after payment to obtain release of Mortgage

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"):

The North 12 feet of Lot 24 and all of Lots 25, 26 and 27 in Block 36 in the Village of Ridgeland, being a Subdivision of the East 1/2 of the East 1/2 of Section 7 and also the Northwest 1/4 and the West 1/2 of the West 1/2 of the Southwest 1/4 of Section 8, all in Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number(s): 16-08-123-028-0000

Address(es) of Real Estate: 146-54 N Humphrey Avenue
Oak Park, Illinois

Date: _____

IMPORTANT – Preserve this note after payment to obtain release of Mortgage

MORTGAGE

MSA 1215-G

PIN: 16-08-123-028-0000

THIS MORTGAGE is made this 18th day of June, 2012 between , herein referred to as "Mortgagors," and The Village of Oak Park, an Illinois municipal corporation, herein referred to as "Mortgagee."

Mortgagors are justly indebted to the Village of Oak Park, the legal holder of a principal promissory note, termed " Note," executed by Mortgagors on the same date as this Mortgage, and made payable to Village of Oak Park and delivered, by which Note Mortgagors promise to pay the principal sum of \$10,000 and interest from June 18, 2012 on the balance of principal remaining from time to time unpaid at the rate of Twelve Percent (12%) per annum, or the highest amount allowed by law, whichever is less, except as herein provided as follows:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in the Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without any payment of principal or interest.
2. In the event that the Mortgagor sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.
3. If the Village gives the Mortgagor written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Mortgagor fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

EXHIBIT II

If the Village receives notice of default and delays electing to accelerate the payment of principal or interest, no such delay shall be deemed to constitute a waiver of its rights under this Mortgage. All parties severally waive presentment for payment, notice of dishonor, protest and notice of protest.

All payments of principal and interest are to be made payable to the Village of Oak Park and delivered to the Finance Director, 123 Madison St., Oak Park, IL.

To secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned Note and of this Mortgage, and the Mortgagors' performance of the covenants and agreements referred to herein, Mortgagors CONVEY AND WARRANT unto 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, Cook County, Illinois, to wit:

THE NORTH 12 FEET OF LOT 24 AND ALL OF LOTS 25, 26 AND 27 IN BLOCK 36 IN THE VILLAGE OF RIDGELAND, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND ALSO THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, ALL IN 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): 16-08-123-028-0000

Address(es) of Real Estate: 146-54 N Humphrey Avenue

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon 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. The parties agree 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 also be part of the mortgaged premises;

TO HAVE AND TO HOLD forever, for the purposes, and upon the uses and trusts herein set forth, 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 do hereby expressly release and waive.

EXHIBIT II

1. Mortgagors shall: (1) keep the premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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.

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 the original or duplicate receipts therefor. To prevent default hereunder, 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 and maintain an all risk property insurance policy providing for payment of the cost to replace or repair any property damage or to pay in full the principal and interest on the Note, which insurance shall be issued by companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the Mortgagee, 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 Mortgagee 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. 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.

5. When the indebtedness hereby secured shall become due, whether by the terms of the note or by acceleration or otherwise, the holder of the Note or the Mortgagee shall have the right to foreclose the lien hereof 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 allowed by law, which may be paid or incurred by or on behalf of Mortgagee or holders of the note including but not limited to 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) of 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 expenditures and expenses of the nature in this paragraph mentioned shall become so

EXHIBIT II

much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of twelve per cent per annum, or the maximum amount allowed by law, whichever is less, 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 hereby secured; 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.

6. The proceeds of any foreclosure sale of the premises shall be distributed in accordance the Illinois Mortgage Foreclosure Law.

7. 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 such receiver by appointment of Mortgagee in possession. Such receiver shall have power to collect the rents, issues and profits of said 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 said 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 the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

8. No action for the enforcement of the lien of this Mortgage or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. 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.

10. Mortgagee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, 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.

11. Mortgagee shall release this Mortgage and the lien created thereby by proper

EXHIBIT II

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.

12. This Mortgage and all provisions hereof, shall extend to and be binding upon the Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein 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.

13. 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 the record owner is: The Humphrey Apartments, LLC.

Witness the hands and seals of Mortgagors the day and year first above written.

Signature of Mortgagor

Signature of Mortgagor

Printed Name of Mortgagor

Printed Name of Mortgagor

State of Illinois,
County of COOK

I, the undersigned, a Notary Public in and for Cook County, Illinois certify that

_____ and _____
Personally known to me to be the same person(s) whose name appears above, appeared before me this day in person, and freely and voluntarily subscribed to the foregoing instrument, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this ____ day of _____, 20 ____.

Notary Public

Deliver to Box 321

**MARKETING SERVICES AGREEMENT
WITH A BUILDING IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
146-54 N HUMPHREY AVENUE
31 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and The Humphrey Apartments, LLC, c/o Riverside Property Management, LLC, 137 N Oak Park Avenue, Oak Park, Illinois 60301, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 146-54 N Humphrey Avenue.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

Before receiving any grant funds and as a condition of this Agreement, the Owner must execute a Mortgage and Note with the Village. In accordance with the terms of the Note and Mortgage executed by the Owner, the Village agrees to reimburse the Owner in an amount equal to the lesser of \$10,000 per building or \$1,000 per dwelling unit for common area improvements, security improvements or individual unit improvements, as described on the Scope of Work

submitted by the Owner and approved by the Village. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 31 unit building, the Village will expend the sum of \$10,000 and the Owner will expend the sum of \$20,000 for building improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized building improvements and repairs.

13. Grant Term

The Owner has one year from the date of the approval of the grant to expend the funds for common area or security improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds. In addition, the Village will have all rights and remedies under its Mortgage. In order to secure the Owner's participation in this Marketing Services Agreement, the Village will record a mortgage against the property for the amount of the grant funds expended by the Village. The funds will carry an annual interest rate of TWELVE PERCENT

(12%), or the highest amount allowed by law, whichever is less. However, there shall be no payment of either principal or interest by the Owner during the term of this Agreement. If the Owner successfully completes the full three year term of the Agreement, the Village shall discharge the Owner's indebtedness and shall cancel the note on the loan and release any security interest it may have without any payment of principal or interest by the Owner.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement, or Mortgage and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the

agreement for breach, the Village will have the right to repayment of principal and interest as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to The Humphrey Apartments, LLC, c/o Riverside Property Management, LLC, 137 N Oak Park Avenue, Oak Park, Illinois 60301, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
146-54 N Humphrey Avenue

Date

BY _____

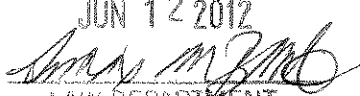
VILLAGE OF OAK PARK

Date

BY _____
Cara Pavlicek
Interim Village Manager

ATTEST:

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

Teresa Powell
Village Clerk

EXHIBIT III

Oak Park Model Lease Addendum

Address 146-54 N HUMPHREY AVENUE

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETIALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.

9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.

10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.

11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.

12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.

13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

HC(16)

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant
and Authorizing the Execution of Marketing Services Agreement
MSA 1216-G.

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1216-G (41-47 Iowa Street/543-45 N Humphrey Avenue - a 15 unit building). The property owner is requesting a unit improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to rehab five units at a cost of at least \$6,000 per unit. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e.,

dwelling license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant application was reviewed and approved by Housing Programs Division staff (Housing Programs Coordinator and Housing Programs Manager) and the Housing Programs Advisory Committee.

In past years, the Oak Park Residence Corporation (ResCorp) received grants for general operating support. Beginning in 2011, ResCorp received no operating support from the Village and only received \$25,000 in funding to operate the Small Condo Program. HPAC recommends that ResCorp's building specific grant be approved since ResCorp no longer receives operating support from the Village. Rescorp buildings were evaluated using the same criteria as the other applicants.

Should the Board decide to fund this request, the other complicating factor is that due to the tax-exempt bond funding utilized by ResCorp, it is difficult to place a subordinate lien on the properties. Given ResCorp's mission and history as a partner agency, HPAC and staff do not consider this to be a concern and would recommend entering into a grant agreement with ResCorp and forgo the secondary lien.

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

The grant of \$10,000 will reduce the remaining budgeted balance of \$58,000 to \$48,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$50,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$50,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$46,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$38,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$28,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$16,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$90,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$90,000.00
226	Oak Park Residence Corporation	301-11 Harrison/301-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$70,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	205-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$50,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$40,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$20,000.00
63	Schuman Corporation	325-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$10,000.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	223 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00
Total								\$120,000.00	

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPRHC/ Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$60,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$60,000.00
520	Michael Leavy	436-40 S Figeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$60,700.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$60,700.00
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00
39	Don Ruffedge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$43,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$28,000.00
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$25,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$15,000.00
29	West Suburban Management	726-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/9-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
563	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	426 Westley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total							\$80,000.00	



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

OAK PARK RESIDENCE CORPORATION
Owner
4147 IOWA/543-45 N HUMPHREY
Building Address
270
Building Number
February 10, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

E.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 0701000478-00
Other Indebtedness

AS
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection 100% Building Inspection

SK
Date 5-18-2011
Date _____

Compliance Repairs Made Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days Did Not Complete Repairs on Schedule

Reason for any Concerns
Initial
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK

Initial
2-21-12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SH
Initial
3/29/2012
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

AC
Initial
3/14/12
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/21/2012
Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

2/21/2012 \$14,020.09 ✓
Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

ES
Initial
3/15/2012
Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1216-G

15 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$58,000 of those funds were available for such grants.

b) The premises at 41-47 Iowa Street/543-45 N Humphrey Avenue consists of a multi-family dwelling with 15 units owned by Oak Park Residence Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit I.

SECTION II

The Village awards a grant in the amount of \$10,000 to Oak Park Residence Corporation, contingent upon the Owner's execution of a Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the

premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the amount of the draw for work within the Scope of Work.

SECTION III

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1216-G with Oak Park Residence Corporation, owner of the 15 unit apartment building at 41-47 Iowa Street/543-45 N Humphrey Avenue in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit I.

SECTION IV

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**MARKETING SERVICES AGREEMENT
WITH A UNIT IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
41-47 IOWA STREET/543-45 N HUMPHREY AVENUE
15 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 41-47 Iowa Street/543-45 N Humphrey Avenue.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

The Village agrees to reimburse the Owner in an amount not to exceed \$2,000 per dwelling unit for individual unit improvements, as approved by the Village and the Housing Center prior to commencing the work, up to a maximum of \$10,000 for the building. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 15 unit building, the Village will expend the sum of \$10,000 and the

Owner will expend the sum of \$20,000 for unit improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized unit improvements and repairs.

13. Grant Term

The Owner has three years from the date of the approval of the grant to expend the funds for unit improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner

or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the agreement for breach, the Village will have the right to repayment as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
41-47 Iowa Street/543-45 N Humphrey Avenue

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____
Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

Oak Park Model Lease Addendum

Address 41-47 IOWA STREET/543-45 N HUMPHREY
AVENUE

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.

7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.
8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.
- The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.
- No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

H(17)

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant and Authorizing the Execution of Marketing Services Agreement MSA 1217-G.

Resolution or Ordinance No. _____

Date of Board Action:


June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1217-G (125 S Kenilworth Avenue - a 17 unit building). The property owner is requesting a building improvement grant of \$8,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to improve the laundry room, replace broken concrete walks and façade repair. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal

obligations, i.e., dwelling license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant 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: (Account #; Balance; Cost of contract)

The grant of \$8,000 will reduce the remaining budgeted balance of \$48,000 to \$40,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm - Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/905-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$81,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$80,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$64,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$36,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$28,000.00
295	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$18,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$8,000.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total									\$80,000.00

Village of Oak Park
Housing Programs Division
Multi-Family Housing Incentives Program
2012 Applications

Housing Programs Advisory Committee Review
May 2, 2012

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$96,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$90,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$70,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$60,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$50,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$40,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$20,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$10,000.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00
Total								\$120,000.00	

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Rental		Budget Balance
					Evaluation Score (20 Points Max)	OPRHC/ Staff Score	Reimbursement Recommendation	Reimbursement Recommendation	
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$0.00	\$50,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$4,500.00	\$20,000.00
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$0.00	\$75,500.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$10,000.00	\$75,500.00
5	Oak Park Residence Corporation	15-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$4,800.00	\$65,800.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	36	14.0	51	\$10,000.00	\$10,000.00	\$60,700.00
26	Oak Park Residence Corporation	1118-25 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$7,700.00	\$50,700.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$5,000.00	\$60,700.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$10,000.00	\$43,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$3,000.00	\$38,000.00
22	Oak Park Residence Corporation	470-82 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$10,000.00	\$28,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$10,000.00	\$25,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$0.00	\$15,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$5,000.00	\$5,000.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00	\$0.00
573	Melther & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00	\$0.00
341	Berg Ross LLC	915-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00	\$0.00
225	Schuman Corporation	229 Hartison Street	Yes	12	10.0	49	\$0.00	\$0.00	\$0.00
551	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	8.8	23	\$0.00	\$0.00	\$0.00
Total								\$80,000.00	\$0.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

FRIDA FREUDMAN
Owner
125 S KENILWORTH
Building Address
288
Building Number
2/10/12
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 0108000570-00
Other Indebtedness

MS
Initial
2-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection Date *2-14-11*

100% Building Inspection Date _____

Compliance Repairs Made
 Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days
 Did Not Complete Repairs on Schedule

Reason for any Concerns

HO
Initial
3-21-12
Date

Historic Preservation

Historic District Yes No
Landmark Yes No
Contributing Structure Yes No
Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
Initial
2-21-12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SAH
Initial
3/29/2012
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

ADR
Initial
3-7-12
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

2/4/2012 \$14,274.26
Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Does not attend regularly
Reason for any Concerns

JES
Initial
3/15/2012
Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1217-G

17 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$48,000 of those funds were available for such grants.

b) The premises at 125 S Kenilworth Avenue consists of a multi-family dwelling with 17 units owned by Frida Freudman, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$24,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit III.

SECTION II

The Village awards a grant in the amount of \$8,000 to Frida Freudman, contingent upon the Owner's execution of a Note, Mortgage and Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the

amount of the draw for work within the Scope of Work.

SECTION III

The \$8,000 grant shall be secured by a junior mortgage recorded against the premises, and evidenced by a Note, which Note and Mortgage shall substantially conform to those attached hereto and made a part hereof as Exhibits I and II.

SECTION IV

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1217-G with Frida Freudman, owner of the 17 unit apartment building at 125 S Kenilworth Avenue in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit III.

SECTION V

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

NOTE

MSA-1217-G

\$8,000

Oak Park, Illinois June 18, 2012

FOR VALUE RECEIVED, , hereinafter referred to as "Owner," promises to pay to the Village of Oak Park, the principal sum of Eight Thousand and No/100 Dollars and no interest except as herein provided as follows: The principal and interest shall be payable in full upon the earliest of the following occurrences or date:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in that Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without payment of principal or interest.
2. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest at twelve percent per annum.
3. If the Village gives the Owner written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

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

Payments are to be made at the office of the Finance Director, 123 Madison Street, Oak Park, Illinois 60302.

Without the prior written consent of the Village of Oak Park, the Owner shall not convey or encumber title to the premises securing the payment hereof.

The Village may elect to accelerate the entire unpaid principal balance as stated above. No delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance, encumbrance or default.

A violation in the Mortgage supporting this Note shall be prima facie evidence of a default in the performance of the Mortgage to keep the premises fully repaired and in compliance with the Zoning Ordinance of the Village of Oak Park, the Village's Building Code, and the Code of the Village of Oak Park, including without limitation the provisions relating to housing, health, and fair housing.

IMPORTANT – Preserve this note after payment to obtain release of Mortgage

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 43 AND THE NORTH 50 FEET OF LOT 44 IN J. HURLBURT AND OTHERS
RESUBDIVISION OF LOTS 1 TO 11 IN GEORGE W. SCOVILLE'S SUBDIVISION
IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Real Estate Index Number(s): 16-07-304-022-0000

Address(es) of Real Estate: 125 S Kenilworth Avenue
 Oak Park, Illinois

Date: _____

IMPORTANT -- Preserve this note after payment to obtain release of Mortgage

MORTGAGE

MSA 1217-G

PIN: 16-07-304-022-0000

THIS MORTGAGE is made this 18th day of June, 2012 between , herein referred to as "Mortgagors," and The Village of Oak Park, an Illinois municipal corporation, herein referred to as "Mortgagee."

Mortgagors are justly indebted to the Village of Oak Park, the legal holder of a principal promissory note, termed " Note," executed by Mortgagors on the same date as this Mortgage, and made payable to Village of Oak Park and delivered, by which Note Mortgagors promise to pay the principal sum of \$8,000 and interest from June 18, 2012 on the balance of principal remaining from time to time unpaid at the rate of Twelve Percent (12%) per annum, or the highest amount allowed by law, whichever is less, except as herein provided as follows:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in the Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without any payment of principal or interest.
2. In the event that the Mortgagor sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.
3. If the Village gives the Mortgagor written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Mortgagor fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

EXHIBIT II

If the Village receives notice of default and delays electing to accelerate the payment of principal or interest, no such delay shall be deemed to constitute a waiver of its rights under this Mortgage. All parties severally waive presentment for payment, notice of dishonor, protest and notice of protest.

All payments of principal and interest are to be made payable to the Village of Oak Park and delivered to the Finance Director, 123 Madison St., Oak Park, IL.

To secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned Note and of this Mortgage, and the Mortgagors' performance of the covenants and agreements referred to herein, Mortgagors CONVEY AND WARRANT unto 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, Cook County, Illinois, to wit:

LOT 43 AND THE NORTH 50 FEET OF LOT 44 IN J. HURLBURT AND OTHERS RESUBDIVISION OF LOTS 1 TO 11 IN GEORGE W. SCOVILLE'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 7, 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): 16-07-304-022-0000

Address(es) of Real Estate: 125 S Kenilworth Avenue

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon 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. The parties agree 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 also be part of the mortgaged premises;

TO HAVE AND TO HOLD forever, for the purposes, and upon the uses and trusts herein set forth, 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 do hereby expressly release and waive.

1. Mortgagors shall: (1) keep the premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on

EXHIBIT II

the premises which may become damaged or be destroyed; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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.

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 the original or duplicate receipts therefor. To prevent default hereunder, 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 and maintain an all risk property insurance policy providing for payment of the cost to replace or repair any property damage or to pay in full the principal and interest on the Note, which insurance shall be issued by companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the Mortgagee, 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 Mortgagee 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. 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.

5. When the indebtedness hereby secured shall become due, whether by the terms of the note or by acceleration or otherwise, the holder of the Note or the Mortgagee shall have the right to foreclose the lien hereof 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 allowed by law, which may be paid or incurred by or on behalf of Mortgagee or holders of the note including but not limited to 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) of 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 expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of twelve per cent per annum, or the maximum amount allowed by law,

EXHIBIT II

whichever is less, 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 hereby secured; 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.

6. The proceeds of any foreclosure sale of the premises shall be distributed in accordance the Illinois Mortgage Foreclosure Law.

7. 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 such receiver by appointment of Mortgagee in possession. Such receiver shall have power to collect the rents, issues and profits of said 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 said 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 the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

8. No action for the enforcement of the lien of this Mortgage or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. 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.

10. Mortgagee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, 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.

11. 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

EXHIBIT II

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.

12. This Mortgage and all provisions hereof, shall extend to and be binding upon the Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein 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.

13. 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 the record owner is: Frida Freudman.

Witness the hands and seals of Mortgagors the day and year first above written.

Signature of Mortgagor

Signature of Mortgagor

Printed Name of Mortgagor

Printed Name of Mortgagor

State of Illinois,
County of COOK

I, the undersigned, a Notary Public in and for Cook County, Illinois certify that
and

Personally known to me to be the same person(s) whose name appears above, appeared before me this day in person, and freely and voluntarily subscribed to the foregoing instrument, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this ____ day of _____, 20____.

Notary Public

Deliver to Box 321

**MARKETING SERVICES AGREEMENT
WITH A BUILDING IMPROVEMENT GRANT
NOT TO EXCEED \$8,000
125 S KENILWORTH AVENUE
17 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Frida Freudman, 1134 Keystone Avenue, River Forest, Illinois 60305, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 125 S Kenilworth Avenue.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

Before receiving any grant funds and as a condition of this Agreement, the Owner must execute a Mortgage and Note with the Village. In accordance with the terms of the Note and Mortgage executed by the Owner, the Village agrees to reimburse the Owner in an amount equal to the lesser of \$10,000 per building or \$1,000 per dwelling unit for common area improvements, security improvements or individual unit improvements, as described on the Scope of Work

submitted by the Owner and approved by the Village. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 17 unit building, the Village will expend the sum of \$8,000 and the Owner will expend the sum of \$16,000 for building improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized building improvements and repairs.

13. Grant Term

The Owner has one year from the date of the approval of the grant to expend the funds for common area or security improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds. In addition, the Village will have all rights and remedies under its Mortgage. In order to secure the Owner's participation in this Marketing Services Agreement, the Village will record a mortgage against the property for the amount of the grant funds expended by the Village. The funds will carry an annual interest rate of TWELVE PERCENT

(12%), or the highest amount allowed by law, whichever is less. However, there shall be no payment of either principal or interest by the Owner during the term of this Agreement. If the Owner successfully completes the full three year term of the Agreement, the Village shall discharge the Owner's indebtedness and shall cancel the note on the loan and release any security interest it may have without any payment of principal or interest by the Owner.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement, or Mortgage and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the

agreement for breach, the Village will have the right to repayment of principal and interest as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Frida Freudman, 1134 Keystone Avenue, River Forest, Illinois 60305, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
125 S Kenilworth Avenue

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012


VILLAGE DEPARTMENT

Teresa Powell
Village Clerk

EXHIBIT III

Oak Park Model Lease Addendum

Address 125 S KENILWORTH AVENUE

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.

9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.

10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.

11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.

12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.

13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

H(18)

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant and Authorizing the Execution of Marketing Services Agreement MSA 1218-G.

Resolution or Ordinance No. _____

Date of Board Action:

June 18, 2012

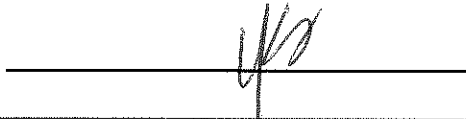
Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1218-G (201-11 S Kenilworth Avenue/905-11 Pleasant Street - a 50 unit building). The property owner is requesting a building improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to clean and tuckpoint the masonry façade, repair and stain the rear porches, and install new boiler controls and insulate steam pipes. HPAC is recommending approval of this grant request. Attached is the

Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., dwelling license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant application was reviewed and approved by Housing Programs Division staff (Housing Programs Coordinator and Housing Programs Manager) and the Housing Programs Advisory Committee.

In past years, the Oak Park Residence Corporation (ResCorp) received grants for general operating support. Beginning in 2011, ResCorp received no operating support from the Village and only received \$25,000 in funding to operate the Small Condo Program. HPAC recommends that ResCorp's building specific grant be approved since ResCorp no longer receives operating support from the Village. Rescorp buildings were evaluated using the same criteria as the other applicants.

Should the Board decide to fund this request, the other complicating factor is that due to the tax-exempt bond funding utilized by ResCorp, it is difficult to place a subordinate lien on the properties. Given ResCorp's mission and history as a partner agency, HPAC and staff do not consider this to be a concern and would recommend entering into a grant agreement with ResCorp and forgo the secondary lien.

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

The grant of \$10,000 will reduce the remaining budgeted balance of \$40,000 to \$30,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm - Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$80,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.6	40	\$6,000.00	\$6,000.00	\$60,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$38,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$28,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$8,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$5,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$90,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$80,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$80,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$80,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00
Total									\$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Rental		Budget Balance
					Evaluation Score (20 Points Max)	OPRHC/ Staff Score	Reimbursement Recommendation	Balance	
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$80,000.00	
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$80,000.00	
520	Michael Leavy	436-40 S Riggelant/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00	
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,500.00	
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$60,700.00	
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$50,700.00	
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00	
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00	
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$29,000.00	
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00	
22	Oak Park Residence Corporation	470-92 N Austin/6-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00	
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00	
29	West Suburban Management	726-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00	
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00	
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00	
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00	
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00	
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00	
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00	
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00	
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00	
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00	
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00	
341	Berg Ross LLC	916-16 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00	
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00	
651	Commercial Equity Corporation	426 Westley Avenue	Yes	11	6.8	23	\$0.00	\$0.00	
Total								\$80,000.00	



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

OAK PARK RESIDENCE CORP
Owner
905-11 PLEASANT/201-11 S KENILWORTH
Building Address
292
Building Number
2/10/12
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acc 1 of 0702 00959-00
Other Indebtedness

ML
Initial
8-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection 3-8-11 Date
 100% Building Inspection Date

Compliance Repairs Made
 Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days
 Did Not Complete Repairs on Schedule

NO
Reason for any Concerns
Initial 3-26-12
Date

Historic Preservation

- Historic District Yes No
Landmark Yes No
Contributing Structure Yes No
Appropriate Scope of Work Yes No

Need COA, More detailed scope
Reason for any Concerns

DRK
Initial
2-21-12
Date

Administrative Adjudication

- Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SA
Initial
3/29/2012
Date

Police Department

- Concerns regarding activity at this building Yes No

Reason for any Concerns

ARR
Initial
3-7-12
Date

Housing Programs Division

- Current Multi-Family Dwelling License Yes No

10/31/2012
Expiration Date

- Management Seminar Attendance Yes No

- Current Property Taxes Yes No

2/22/2012 \$39,005.29
Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

ES
Initial
3/15/2012
Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1218-G
50 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$40,000 of those funds were available for such grants.

b) The premises at 201-11 S Kenilworth Avenue/905-11 Pleasant Street consists of a multi-family dwelling with 50 units owned by Oak Park Residence Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit I.

SECTION II

The Village awards a grant in the amount of \$10,000 to Oak Park Residence Corporation, contingent upon the Owner's execution of a Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the

premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the amount of the draw for work within the Scope of Work.

SECTION III

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1218-G with Oak Park Residence Corporation, owner of the 50 unit apartment building at 201-11 S Kenilworth Avenue/905-11 Pleasant Street in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit I.

SECTION IV

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**MARKETING SERVICES AGREEMENT
WITH A BUILDING IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
201-11 S KENILWORTH AVENUE/905-11 PLEASANT STREET
50 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 201-11 S Kenilworth Avenue/905-11 Pleasant Street.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

The Village agrees to reimburse the Owner in an amount equal to the lesser of \$10,000 per building or \$1,000 per dwelling unit for common area improvements, security improvements or individual unit improvements, as described on the Scope of Work submitted by the Owner and approved by the Village. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 50 unit

building, the Village will expend the sum of \$10,000 and the Owner will expend the sum of \$20,000 for building improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized building improvements and repairs.

13. Grant Term

The Owner has one year from the date of the approval of the grant to expend the funds for common area or security improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds

16. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

17. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

18. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this

Agreement shall be the property of the Village of Oak Park. If the Village terminates the agreement for breach, the Village will have the right to repayment of the grant funds.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

19. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, in the case of the Owner.

20. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
201-11 S Kenilworth Avenue/905-11 Pleasant Street

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____
Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

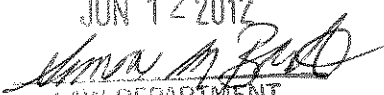
JUN 12 2012

LAW DEPARTMENT

EXHIBIT I

Oak Park Model Lease Addendum

Address 201-11 S KENILWORTH AVENUE/905-11
PLEASANT STREET

Unit Number

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.

7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.
8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

H(19)

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant and Authorizing the Execution of Marketing Services Agreement MSA 1219-G.

Resolution or Ordinance No. _____


Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1219-G (427 N Ridgeland Avenue - a 12 unit building). The property owner is requesting a building improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to replace the roof, install new windows in five apartments and install an intercom system. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with

municipal obligations, i.e., dwelling license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant 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: (Account #; Balance; Cost of contract)

The grant of \$10,000 will reduce the remaining budgeted balance of \$30,000 to \$20,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm - Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/905-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$50,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$50,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$34,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$46,000.00
263	Fiverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$30,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	16.0	34	\$10,000.00	\$10,000.00	\$28,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$18,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$100,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$100,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$50,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$50,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/301-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$50,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-54 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$10,000.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00
Total								\$120,000.00	

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPPHC/ Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$80,000.00
520	Michael Leavy	436-40 S Fliegeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$65,500.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$65,500.00
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$60,700.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$60,700.00
253	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$48,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$48,000.00
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$38,000.00
53	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$28,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$25,000.00
54	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$15,000.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$5,000.00
91	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
669	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total							\$80,000.00	



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

Owner THOMAS DISTASIO
Building Address 427 N RIDGELAND
Building Number 516
Application Date 2/10/12

Community Relations Department

Chapter 13 Compliance Yes No N/A

Reason for any Concerns NONE Initial CM,
Date 2/22/12

Finance Department

Water Bill Current Yes No

Other Indebtedness Acc # 0456000606-01 Initial AS
Date 3-15-12

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection Date 3/22/12
 100% Building Inspection Date _____

Compliance Repairs Made
 Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days
 Did Not Complete Repairs on Schedule

Reason for any Concerns _____ Initial AV.
Date _____

Historic Preservation

Historic District Yes No
Landmark Yes No
Contributing Structure Yes No
Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
Initial
2-21-12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SJA
Initial
03/29/2012
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

RFM
Initial
13 MAR 12
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

Expiration Date

10/31/2012

Management Seminar Attendance Yes No

Current Property Taxes Yes No

Date Paid

2/28/2012

Amount

\$ 10,245.70

1st Installment

Date Paid

Last attendance in 2002

Amount

2nd Installment

Reason for any Concerns

JLF
Initial
3/15/2012
Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1219-G

12 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$30,000 of those funds were available for such grants.

b) The premises at 427 N Ridgeland Avenue consists of a multi-family dwelling with 12 units owned by Thomas Distasio, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit III.

SECTION II

The Village awards a grant in the amount of \$10,000 to Thomas Distasio, contingent upon the Owner's execution of a Note, Mortgage and Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the

amount of the draw for work within the Scope of Work.

SECTION III

The \$10,000 grant shall be secured by a junior mortgage recorded against the premises, and evidenced by a Note, which Note and Mortgage shall substantially conform to those attached hereto and made a part hereof as Exhibits I and II.

SECTION IV

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1219-G with Thomas Distasio, owner of the 12 unit apartment building at 427 N Ridgeland Avenue in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit III.

SECTION V

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

NOTE

MSA-1219-G

\$10,000

Oak Park, Illinois June 18, 2012

FOR VALUE RECEIVED, , hereinafter referred to as "Owner," promises to pay to the Village of Oak Park, the principal sum of Ten Thousand and No/100 Dollars and no interest except as herein provided as follows: The principal and interest shall be payable in full upon the earliest of the following occurrences or date:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in that Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without payment of principal or interest.
2. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest at twelve percent per annum.
3. If the Village gives the Owner written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

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

Payments are to be made at the office of the Finance Director, 123 Madison Street, Oak Park, Illinois 60302.

Without the prior written consent of the Village of Oak Park, the Owner shall not convey or encumber title to the premises securing the payment hereof.

The Village may elect to accelerate the entire unpaid principal balance as stated above. No delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance, encumbrance or default.

A violation in the Mortgage supporting this Note shall be prima facie evidence of a default in the performance of the Mortgage to keep the premises fully repaired and in compliance with the Zoning Ordinance of the Village of Oak Park, the Village's Building Code, and the Code of the Village of Oak Park, including without limitation the provisions relating to housing, health, and fair housing.

IMPORTANT – Preserve this note after payment to obtain release of Mortgage

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"):

THE SOUTH 50 FEET OF LOTS 1, 2 AND 3 AND THE SOUTH 50 FEET OF THE EAST 1/2 OF LOT 4 (EXCEPT THE WEST 10 FEET OF THE SOUTH 50 FEET OF THE EAST 1/2 OF SAID LOT 4) IN BLOCK 7 IN THE VILLAGE OF RIDGELAND, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO A STRIP OF LAND 7 1/2 FEET IN WIDTH ADJOINING SAID LOTS ALONG THE SOUTH BOUNDARY LINE THEREOF, ALL IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 16-07-205-012-0000

Address(es) of Real Estate: 427 N Ridgeland Avenue
Oak Park, Illinois

Date: _____

MORTGAGE

MSA 1219-G

PIN: 16-07-205-012-0000

THIS MORTGAGE is made this 18th day of June, 2012 between , herein referred to as "Mortgagors," and The Village of Oak Park, an Illinois municipal corporation, herein referred to as "Mortgagee."

Mortgagors are justly indebted to the Village of Oak Park, the legal holder of a principal promissory note, termed " Note," executed by Mortgagors on the same date as this Mortgage, and made payable to Village of Oak Park and delivered, by which Note Mortgagors promise to pay the principal sum of \$10,000 and interest from June 18, 2012 on the balance of principal remaining from time to time unpaid at the rate of Twelve Percent (12%) per annum, or the highest amount allowed by law, whichever is less, except as herein provided as follows:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in the Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without any payment of principal or interest.
2. In the event that the Mortgagor sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.
3. If the Village gives the Mortgagor written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Mortgagor fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

EXHIBIT II

If the Village receives notice of default and delays electing to accelerate the payment of principal or interest, no such delay shall be deemed to constitute a waiver of its rights under this Mortgage. All parties severally waive presentment for payment, notice of dishonor, protest and notice of protest.

All payments of principal and interest are to be made payable to the Village of Oak Park and delivered to the Finance Director, 123 Madison St., Oak Park, IL.

To secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned Note and of this Mortgage, and the Mortgagors' performance of the covenants and agreements referred to herein, Mortgagors CONVEY AND WARRANT unto 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, Cook County, Illinois, to wit:

THE SOUTH 50 FEET OF LOTS 1, 2 AND 3 AND THE SOUTH 50 FEET OF THE EAST 1/2 OF LOT 4 (EXCEPT THE WEST 10 FEET OF THE SOUTH 50 FEET OF THE EAST 1/2 OF SAID LOT 4) IN BLOCK 7 IN THE VILLAGE OF RIDGELAND, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO A STRIP OF LAND 7 1/2 FEET IN WIDTH ADJOINING SAID LOTS ALONG THE SOUTH BOUNDARY LINE THEREOF, ALL IN COOK COUNTY, ILLINOIS.

which, with the property hereinafter described, is referred to herein as the "premises":

Permanent Real Estate Index Number(s): 16-07-205-012-0000

Address(es) of Real Estate: 427 N Ridgeland Avenue

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon 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. The parties agree 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 also be part of the mortgaged premises;

TO HAVE AND TO HOLD forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws

EXHIBIT II

of the State of Illinois, which rights and benefits Mortgagors do hereby expressly release and waive.

1. Mortgagors shall: (1) keep the premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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.

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 the original or duplicate receipts therefor. To prevent default hereunder, 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 and maintain an all risk property insurance policy providing for payment of the cost to replace or repair any property damage or to pay in full the principal and interest on the Note, which insurance shall be issued by companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the Mortgagee, 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 Mortgagee 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. 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.

5. When the indebtedness hereby secured shall become due, whether by the terms of the note or by acceleration or otherwise, the holder of the Note or the Mortgagee shall have the right to foreclose the lien hereof 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 allowed by law, which may be paid or incurred by or on behalf of Mortgagee or holders of the note including but not limited to 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) of procuring all such abstracts of title, title searches and examinations, and guarantee policies which may be reasonably

EXHIBIT II

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 expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of twelve per cent per annum, or the maximum amount allowed by law, whichever is less, 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 hereby secured; 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.

6. The proceeds of any foreclosure sale of the premises shall be distributed in accordance the Illinois Mortgage Foreclosure Law.

7. 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 such receiver by appointment of Mortgagee in possession. Such receiver shall have power to collect the rents, issues and profits of said 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 said 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 the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

8. No action for the enforcement of the lien of this Mortgage or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. 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.

10. Mortgagee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, 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.

11. 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.

12. This Mortgage and all provisions hereof, shall extend to and be binding upon the Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein 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.

13. 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 the record owner is: Thomas Distasio.

Witness the hands and seals of Mortgagors the day and year first above written.

Signature of Mortgagor

Signature of Mortgagor

Printed Name of Mortgagor

Printed Name of Mortgagor

State of Illinois,
County of COOK

I, the undersigned, a Notary Public in and for Cook County, Illinois certify that _____ and _____

Personally known to me to be the same person(s) whose name appears above, appeared before me this day in person, and freely and voluntarily subscribed to the foregoing instrument, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this ____ day of _____, 20 ____.

Notary Public

**MARKETING SERVICES AGREEMENT
WITH A BUILDING IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
427 N RIDGELAND AVENUE
12 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Thomas Distasio, P O Box 2024, Orland Park, Illinois 60462, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 427 N Ridgeland Avenue.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

Before receiving any grant funds and as a condition of this Agreement, the Owner must execute a Mortgage and Note with the Village. In accordance with the terms of the Note and Mortgage executed by the Owner, the Village agrees to reimburse the Owner in an amount equal to the lesser of \$10,000 per building or \$1,000 per dwelling unit for common area improvements, security improvements or individual unit improvements, as described on the Scope of Work

submitted by the Owner and approved by the Village. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 12 unit building, the Village will expend the sum of \$10,000 and the Owner will expend the sum of \$20,000 for building improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized building improvements and repairs.

13. Grant Term

The Owner has one year from the date of the approval of the grant to expend the funds for common area or security improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds. In addition, the Village will have all rights and remedies under its Mortgage. In order to secure the Owner's participation in this Marketing Services Agreement, the Village will record a mortgage against the property for the amount of the grant funds expended by the Village. The funds will carry an annual interest rate of TWELVE PERCENT

(12%), or the highest amount allowed by law, whichever is less. However, there shall be no payment of either principal or interest by the Owner during the term of this Agreement. If the Owner successfully completes the full three year term of the Agreement, the Village shall discharge the Owner's indebtedness and shall cancel the note on the loan and release any security interest it may have without any payment of principal or interest by the Owner.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement, or Mortgage and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the

agreement for breach, the Village will have the right to repayment of principal and interest as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Thomas Distasio, P O Box 2024, Orland Park, Illinois 60462, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
427 N Ridgeland Avenue

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012
[Signature]
LAW DEPARTMENT

ATTEST:

Teresa Powell
Village Clerk

EXHIBIT III

Oak Park Model Lease Addendum

Address 427 N RIDGELAND AVENUE

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.

10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.

12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

H(20)

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant
and Authorizing the Execution of Marketing Services Agreement
MSA 1220-G.

Resolution or Ordinance No. _____


Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1220-G (37-49 South Boulevard/103-11 S Humphrey Avenue - a 52 unit building). The property owner is requesting a unit improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to rehab five units at a cost of at least \$6,000 per unit. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e.,

dwelling license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant application was reviewed and approved by Housing Programs Division staff (Housing Programs Coordinator and Housing Programs Manager) and the Housing Programs Advisory Committee.

In past years, the Oak Park Residence Corporation (ResCorp) received grants for general operating support. Beginning in 2011, ResCorp received no operating support from the Village and only received \$25,000 in funding to operate the Small Condo Program. HPAC recommends that ResCorp's building specific grant be approved since ResCorp no longer receives operating support from the Village. Rescorp buildings were evaluated using the same criteria as the other applicants.

Should the Board decide to fund this request, the other complicating factor is that due to the tax-exempt bond funding utilized by ResCorp, it is difficult to place a subordinate lien on the properties. Given ResCorp's mission and history as a partner agency, HPAC and staff do not consider this to be a concern and would recommend entering into a grant agreement with ResCorp and forgo the secondary lien.

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

The grant of \$10,000 will reduce the remaining budgeted balance of \$20,000 to \$10,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$20,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$20,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$54,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$48,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$36,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$28,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$10,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$8,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total							\$80,000.00	\$80,000.00	

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$100,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$80,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$80,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/301-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$80,000.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	528 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total \$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Rental		Budget Balance
					Evaluation Score (20 Points Max)	OPRHC/ Staff Score	Reimbursement Recommendation	Balance	
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	53	\$0.00	\$80,000.00	
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$80,000.00	
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00	
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$55,500.00	
5	Oak Park Residence Corporation	15-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$50,700.00	
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$50,700.00	
85	Oak Park Residence Corporation	1118-25 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00	
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00	
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$28,000.00	
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00	
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00	
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00	
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00	
54	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00	
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00	
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00	
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00	
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00	
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00	
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00	
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00	
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00	
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00	
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00	
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00	
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00	
Total								\$80,000.00	



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

OAK PARK RESIDENCE CORP
Owner
37-39 SOUTH BLVD/101-11 S HUMPHREY
Building Address
538
Building Number
2/10/12
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial

2/27/12
Date

Finance Department

Water Bill Current Yes No

Acc # 0702-000794-00
Other Indebtedness

18
Initial

3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection

Normal Annual Building Inspection

Date 8-31-11

100% Building Inspection

Date 8-31-11

Compliance

Repairs Made

Working Toward Compliance
Under Agreed Time Extensions

Non-Compliance

Did Not Respond Within 30 Days

Did Not Complete Repairs on Schedule

Reason for any Concerns

Initial

Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Need COA, more detailed scope
Reason for any Concerns

DRK
Initial
2-21-12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SA
Initial
3/29/2012
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns
EXTERIOR WORK
CHECK ADDRESS 37-49 SF. BLDG?
103-111 S. NUMBER?

RAUNSON
Initial
11 MAR 12
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No
10/31/2012
Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No
2/21/2012 \$12,009.02
Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

jes
Initial
3/15/2012
Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1220-G
52 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$20,000 of those funds were available for such grants.

b) The premises at 37-49 South Boulevard/103-11 S Humphrey Avenue consists of a multi-family dwelling with 52 units owned by Oak Park Residence Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit I.

SECTION II

The Village awards a grant in the amount of \$10,000 to Oak Park Residence Corporation, contingent upon the Owner's execution of a Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the

premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the amount of the draw for work within the Scope of Work.

SECTION III

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1220-G with Oak Park Residence Corporation, owner of the 52 unit apartment building at 37-49 South Boulevard/103-11 S Humphrey Avenue in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit I.

SECTION IV

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**MARKETING SERVICES AGREEMENT
WITH A UNIT IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
37-49 SOUTH BOULEVARD/103-11 S HUMPHREY AVENUE
52 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 37-49 South Boulevard/103-11 S Humphrey Avenue.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

The Village agrees to reimburse the Owner in an amount not to exceed \$2,000 per dwelling unit for individual unit improvements, as approved by the Village and the Housing Center prior to commencing the work, up to a maximum of \$10,000 for the building. The Owner must match the Village's grant on a 2:1 basis. The Owner's funds must be expended first. Under the terms of this Agreement for this 52 unit building, the Village will expend the sum of \$10,000 and the

Owner will expend the sum of \$20,000 for unit improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized unit improvements and repairs.

13. Grant Term

The Owner has three years from the date of the approval of the grant to expend the funds for unit improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner

or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the agreement for breach, the Village will have the right to repayment as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
37-49 South Boulevard/103-11 S Humphrey Avenue

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____
Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

Oak Park Model Lease Addendum

Address 37-49 SOUTH BOULEVARD/103-11 S HUMPHREY
 AVENUE

Unit Number

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

 A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
 In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.

7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.
8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

HC(21)

Item Title: Resolution Awarding a Multi-Family Housing Incentives Grant
and Authorizing the Execution of Marketing Services Agreement
MSA 1221-G.

Resolution or Ordinance No. _____

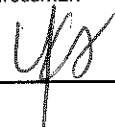
Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1221-G (417-19 South Boulevard - a 19 unit building). The property owner is requesting a unit improvement grant of \$10,000 for 3 years to be matched by owner funds. The owner intends to use the grant funds to rehab five units at a cost of at least \$6,000 per unit. HPAC is recommending approval of this grant request. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., dwelling license,

loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This grant 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: (Account #; Balance; Cost of contract)

The grant of \$10,000 will reduce the remaining budgeted balance of \$10,000 to \$0. This program was budgeted under the General Fund, account no. 1001-46206-300-585612.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income-qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
239	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$70,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$60,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$54,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$5,000.00	\$48,000.00
232	Oak Park Residence Corporation	201-11 S. Kenilworth/805-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$36,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$28,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$18,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$8,000.00
288	Frida Freidman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$50,000.00	

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1190-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$80,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$60,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$50,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$57,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
685	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$6.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total \$120,000.00

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Budget Balance
					Evaluation Score (20 Points Max)	OPRHC/ Staff Score	
							Rental Reimbursement Recommendation
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00
520	Michael Leavy	436-40 S Ritzelman/328-30 Madison	No	6	15.2	43	\$0.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00
253	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00
22	Oak Park Residence Corporation	470-82 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00
560	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00
563	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00
Total							\$80,000.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

Owner SWELL, LLC
Building Address 417-19 SOUTH BOULEVARD
Building Number 541
Application Date January 22, 2012

Community Relations Department

Chapter 13 Compliance Yes No N/A

Reason for any Concerns NONE

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Other Indebtedness Acct # 0702 000919-01

MS
Initial
3.15.12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection 100% Building Inspection

Date 3/22/12
Date _____

Compliance Repairs Made Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days Did Not Complete Repairs on Schedule

Reason for any Concerns _____

AJ.
Initial
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
 Initial
2-21-12
 Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

[Signature]
 Initial
02/21/12
 Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

EXTREME / 02/21

[Signature]
 Initial
1100212
 Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
 Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

2/28/2012 *17,281.21*
 Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

[Signature]
 Initial
3/15/2012
 Date

RESOLUTION

AWARDING A MULTI FAMILY HOUSING INCENTIVES GRANT AND AUTHORIZING THE EXECUTION OF MARKETING SERVICES AGREEMENT

MSA-1221-G

19 Units

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 funds in the current program year for grants under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$10,000 of those funds were available for such grants.

b) The premises at 417-19 South Boulevard consists of a multi-family dwelling with 19 units owned by Swell, LLC, hereinafter referred to as "Owner(s)". The Owner(s) requested a grant to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division, and a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a grant for the purposes stated therein. The Housing Programs Division concurs.

c) The total cost of this project is not expected to exceed a cost of \$30,000, which is the grant amount plus the owner's 2:1 match requirement. Any additional costs will be paid by the owner.

d) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program including adequate equity and eligible repairs.

e) The Owner agrees, as a condition of the grant, to enter into a Marketing Services Agreement, which substantially conforms to the Marketing Services Agreement attached hereto as Exhibit III.

SECTION II

The Village awards a grant in the amount of \$10,000 to Swell, LLC, contingent upon the Owner's execution of a Note, Mortgage and Marketing Services Agreement, which grant funds shall be distributed only: 1) upon evidence that work within the approved Scope of Work has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid at least twice the amount of

the draw for work within the Scope of Work.

SECTION III

The \$10,000 grant shall be secured by a junior mortgage recorded against the premises, and evidenced by a Note, which Note and Mortgage shall substantially conform to those attached hereto and made a part hereof as Exhibits I and II.

SECTION IV

The Village Manager is hereby authorized and directed to execute a Marketing Services Agreement MSA-1221-G with Swell, LLC, owner of the 19 unit apartment building at 417-19 South Boulevard in Oak Park, conforming substantially to the Marketing Services Agreement attached hereto and made a part hereof as Exhibit III.

SECTION V

The President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

NOTE

MSA-1221-G

\$10,000

Oak Park, Illinois June 18, 2012

FOR VALUE RECEIVED, , hereinafter referred to as "Owner," promises to pay to the Village of Oak Park, the principal sum of Ten Thousand and No/100 Dollars and no interest except as herein provided as follows: The principal and interest shall be payable in full upon the earliest of the following occurrences or date:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in that Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without payment of principal or interest.
2. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest at twelve percent per annum.
3. If the Village gives the Owner written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

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

Payments are to be made at the office of the Finance Director, 123 Madison Street, Oak Park, Illinois 60302.

Without the prior written consent of the Village of Oak Park, the Owner shall not convey or encumber title to the premises securing the payment hereof.

The Village may elect to accelerate the entire unpaid principal balance as stated above. No delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance, encumbrance or default.

A violation in the Mortgage supporting this Note shall be prima facie evidence of a default in the performance of the Mortgage to keep the premises fully repaired and in compliance with the Zoning Ordinance of the Village of Oak Park, the Village's Building Code, and the Code of the Village of Oak Park, including without limitation the provisions relating to housing, health, and fair housing.

IMPORTANT - Preserve this note after payment to obtain release of Mortgage

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"):

THE EAST 50 FEET OF LOT 5 AND 4 (EXCEPT THE EAST 24.5 FEET) IN BLOCK 44 IN THE VILLAGE OF RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF SECTION 7; ALSO THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 16-07-405-030-0000
16074050050000

Address(es) of Real Estate: 417-19 South Boulevard
Oak Park, Illinois

Date: _____

MORTGAGE

MSA 1221-G

PIN: 16-07-405-030-0000
16-07-405-005-0000

THIS MORTGAGE is made this 18th day of June, 2012 between , herein referred to as "Mortgagors," and The Village of Oak Park, an Illinois municipal corporation, herein referred to as "Mortgagee."

Mortgagors are justly indebted to the Village of Oak Park, the legal holder of a principal promissory note, termed " Note," executed by Mortgagors on the same date as this Mortgage, and made payable to Village of Oak Park and delivered, by which Note Mortgagors promise to pay the principal sum of \$10,000 and interest from June 18, 2012 on the balance of principal remaining from time to time unpaid at the rate of Twelve Percent (12%) per annum, or the highest amount allowed by law, whichever is less, except as herein provided as follows:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Owners", as described in the Marketing Services Agreement, successfully complete the full three (3) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without any payment of principal or interest.
2. In the event that the Mortgagor sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.
3. If the Village gives the Mortgagor written notice of default in the performance of any term or condition contained in the Marketing Services Agreement or Mortgage, and Mortgagor fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

EXHIBIT II

If the Village receives notice of default and delays electing to accelerate the payment of principal or interest, no such delay shall be deemed to constitute a waiver of its rights under this Mortgage. All parties severally waive presentment for payment, notice of dishonor, protest and notice of protest.

All payments of principal and interest are to be made payable to the Village of Oak Park and delivered to the Finance Director, 123 Madison St., Oak Park, IL.

To secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned Note and of this Mortgage, and the Mortgagors' performance of the covenants and agreements referred to herein, Mortgagors CONVEY AND WARRANT unto 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, Cook County, Illinois, to wit:

THE EAST 50 FEET OF LOT 5 AND 4 (EXCEPT THE EAST 24.5 FEET) IN BLOCK 44 IN THE VILLAGE OF RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF SECTION 7; ALSO THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, 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): 16-07-405-030-0000
16074050050000

Address(es) of Real Estate: 417-19 South Boulevard

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon 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. The parties agree 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 also be part of the mortgaged premises;

TO HAVE AND TO HOLD forever, for the purposes, and upon the uses and trusts herein set forth, 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 do hereby expressly release and waive.

EXHIBIT II

1. Mortgagors shall: (1) keep the premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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.

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 the original or duplicate receipts therefor. To prevent default hereunder, 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 and maintain an all risk property insurance policy providing for payment of the cost to replace or repair any property damage or to pay in full the principal and interest on the Note, which insurance shall be issued by companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the Mortgagee, 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 Mortgagee 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. 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.

5. When the indebtedness hereby secured shall become due, whether by the terms of the note or by acceleration or otherwise, the holder of the Note or the Mortgagee shall have the right to foreclose the lien hereof 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 allowed by law, which may be paid or incurred by or on behalf of Mortgagee or holders of the note including but not limited to 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) of 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

EXHIBIT II

addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of twelve per cent per annum, or the maximum amount allowed by law, whichever is less, 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 hereby secured; 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.

6. The proceeds of any foreclosure sale of the premises shall be distributed in accordance the Illinois Mortgage Foreclosure Law.

7. 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 such receiver by appointment of Mortgagee in possession. Such receiver shall have power to collect the rents, issues and profits of said 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 said 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 the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

8. No action for the enforcement of the lien of this Mortgage or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. 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.

10. Mortgagee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, 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.

11. 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.

12. This Mortgage and all provisions hereof, shall extend to and be binding upon the Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein 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.

13. 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 the record owner is: Swell, LLC.

Witness the hands and seals of Mortgagors the day and year first above written.

Signature of Mortgagor

Signature of Mortgagor

Printed Name of Mortgagor

Printed Name of Mortgagor

State of Illinois,
County of COOK

I, the undersigned, a Notary Public in and for Cook County, Illinois certify that _____ and _____

Personally known to me to be the same person(s) whose name appears above, appeared before me this day in person, and freely and voluntarily subscribed to the foregoing instrument, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this ____ day of _____, 20 ____.

Notary Public

Deliver to Box 321

**MARKETING SERVICES AGREEMENT
WITH A UNIT IMPROVEMENT GRANT
NOT TO EXCEED \$10,000
417-19 SOUTH BOULEVARD
19 UNITS**

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Swell, LLC, c/o Greg Sorg, 408 N Austin Boulevard, Suite B, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 417-19 South Boulevard.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for three years ending on June 18, 2015 unless terminated pursuant to Section 20 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Grant Conditions

Before receiving any grant funds and as a condition of this Agreement, the Owner must execute a Mortgage and Note with the Village. In accordance with the terms of the Note and Mortgage executed by the Owner, the Village agrees to reimburse the Owner in an amount not to exceed \$2,000 per dwelling unit for individual unit improvements, as approved by the Village and the Housing Center prior to commencing the work, up to a maximum of 10,000 for the building.

The Owner must match the Village's grant on a 2:1 basis. Under the terms of this Agreement for this 19 unit building, the Village will expend the sum of \$10,000 and the Owner will expend the sum of \$20,000 for building improvements and repairs. The funds expended by the Village under this Agreement shall be the last payment made for authorized building improvements and repairs.

13. Grant Term

The Owner has three years from the date of the approval of the grant to expend the funds for unit improvements.

14. Property Transfer

The Owner may not transfer his interest in the property, or his obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Owner sells, conveys or transfers his interest in the Premises during the three year term of the Marketing Services Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.

15. Breach of Agreement

If the Owner breaches any material term of this Agreement, the Village shall have the right to repayment of the grant funds. In addition, the Village will have all rights and remedies under its Mortgage. In order to secure the Owner's participation in this Marketing Services Agreement, the Village will record a mortgage against the property for the amount of the grant funds expended by the Village. The funds will carry an annual interest rate of TWELVE PERCENT (12%), or the highest amount allowed by law, whichever is less. However, there shall be no

payment of either principal or interest by the Owner during the term of this Agreement. If the Owner successfully completes the full three year term of the Agreement, the Village shall discharge the Owner's indebtedness and shall cancel the note on the loan and release any security interest it may have without any payment of principal or interest by the Owner.

16. Notice of Default

If the Village gives the Owner written notice of default in the performance of any agreement contained in the Marketing Services Agreement, or Mortgage and Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time to demand repayment of the principal and interest.

17. Waiver

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

18. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or

legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

19. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

20. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park. If the Village terminates the agreement for breach, the Village will have the right to repayment of principal and interest as provided in Section 15 above.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

21. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Swell, LLC, c/o Greg Sorg, 408 N Austin Boulevard, Suite B, Oak Park, Illinois 60302, in the case of the Owner.

22. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
417-19 South Boulevard

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

Oak Park Model Lease Addendum

Address 417-19 SOUTH BOULEVARD

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.

9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.

10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.

11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.

12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.

13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

I (1)

Item Title: Resolution Authorizing the Execution of Marketing Services Agreement
MSA 1222-R with Rental Reimbursement.

Resolution or Ordinance No. _____

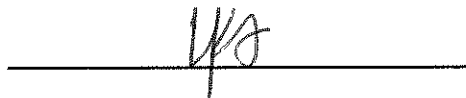
Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1222-R (16-24 N Austin Boulevard - a 31 unit building). The property owner is requesting a Marketing Services Agreement with Rental Reimbursement. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., business license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This application for Rental Reimbursement 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: (Account #; Balance; Cost of contract)

HPAC is recommending that the rental reimbursement for this building be capped at \$4,800 during the twelve month term which will reduce the remaining budgeted balance of \$80,000 to \$75,200. This program was budgeted under the General Fund, account no. 1001-46206-300-585653.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE: Bill Berg, Aye
Peggy LaFleur Aye
Meredith Morris Aye
Patrick Diakite Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$53,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$60,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Flowerside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$65,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$25,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$19,000.00
298	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.0	42	\$6,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$10,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$100,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$20,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$20,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$75,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	49	\$10,000.00	\$10,000.00	\$20,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total \$120,000.00

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Rental		Budget Balance
					Evaluation Score (20 Points Max)	OPPHC/ Staff Score	Reimbursement Recommendation	Balance	
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$80,000.00	
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$75,500.00	
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00	
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$65,500.00	
5	Oak Park Residence Corporation	15-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$60,700.00	
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$50,700.00	
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00	
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00	
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$28,000.00	
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00	
22	Oak Park Residence Corporation	470-82 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00	
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	62	\$10,000.00	\$5,000.00	
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00	
64	Oak Park Investors, LLC	336-60 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00	
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00	
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00	
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00	
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00	
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00	
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00	
573	Moher & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00	
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	29	10.4	43	\$0.00	\$0.00	
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00	
341	Beig Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00	
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00	
551	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00	
Total								\$80,000.00	



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

Owner OAK PARK RESIDENCE CORP
Building Address 16-24 N AUSTIN BOULEVARD
Building Number 5
Application Date January 23, 2012

Community Relations Department

Chapter 13 Compliance Yes No N/A

Reason for any Concerns NONE Initial C.M.
Date 2/27/12

Finance Department

Water Bill Current Yes No

Other Indebtedness Acct # 0702-081014-01 Initial MS
Date 3-15-12

Building and Property Standards Department

Most Recent Building Inspection: Normal Annual Building Inspection Date AL
 100% Building Inspection Date 2-1-12

Compliance Repairs Made
 Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days
 Did Not Complete Repairs on Schedule

Reason for any Concerns _____ Initial _____
Date _____

Historic Preservation

Historic District Yes No
Landmark Yes No
Contributing Structure Yes No
Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
Initial
2-21-12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

PA
Initial
3/29/12
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

EXTERIOR/DOY

DS407/657
Initial
11MAR12
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No
10/31/2012
Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No
2/24/2012 \$ 37,205.⁷⁰ ✓
Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

ES
Initial
3/15/2012
Date

RESOLUTION

AUTHORIZING EXECUTION OF MARKETING SERVICES AGREEMENT WITH RENTAL REIMBURSEMENT

MSA-1222-R

31 Units

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 funds in the current program year for rental reimbursement under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$80,000 of those funds are available for rental reimbursement.

b) The premises at 16-24 N Austin Boulevard consists of a multi-family dwelling with 31 units owned by Oak Park Residence Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested rental reimbursement payments to assist the Owner in affirmatively marketing their building. The rental reimbursement payments are made for vacant units within a building certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready, in accordance with the terms of the Marketing Services Agreement.

c) A copy of the Owner's Application is on file in the Housing Programs Division. The total cost of the rental reimbursement will not exceed \$4,800.

d) In exchange for the rental reimbursement, the Owner agrees to allow the Village to use its best efforts to affirmatively market units in the program and to comply with all other terms and conditions of the Marketing Services Agreement. The Oak Park Regional Housing Center shall affirmatively show units to clients which it prescreens in accordance with the Owner's reasonable tenant qualifications, but shall have no duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the owner or the owner's agent.

e) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program.

SECTION II

The Village Manager is hereby authorized and directed to enter into a Marketing Services Agreement MSA-1222-R with Oak Park Residence Corporation, Owner of the 31 unit apartment building at 16-24 N Austin Boulevard in Oak Park, conforming substantially to the agreement attached hereto and made a part hereof as Exhibit I.

SECTION III

The rental reimbursement payments shall be distributed only upon evidence that the unit is market ready.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

MARKETING SERVICES AGREEMENT
WITH RENTAL REIMBURSEMENT NOT TO EXCEED \$4,800
16-24 N AUSTIN BOULEVARD
31 UNITS

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 16-24 N Austin Boulevard.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for one year ending on June 18, 2013 unless terminated pursuant to Section 16 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Oak Park Regional Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Pre-Marketing Inspection Procedures

The Owner shall notify the Village of all vacancies that become available. Within five (5) working days of the Owner's notification, the Village shall inspect the vacant unit. The Owner shall provide the Village with access to the unit for this purpose. After inspecting the unit, the Village will promptly prepare a written list of repairs which the Owner must make before the Village will approve the unit for marketing. The Owner agrees that the Village shall have the sole discretion to determine the availability of any unit for rental. The Owner, at his own expense, shall promptly make any repairs required by the Village to qualify the unit as "available" for rental. After the Owner completes the necessary repairs, the Owner shall notify the Village and the Village will promptly reinspect the unit for final approval.

After the Village issues its final approval of a unit, the Village and the Owner shall complete and execute a written authorization (attached hereto as Appendix B) to begin marketing the unit for rental, which the Village will deliver to the Housing Center.

By approving the unit for rental, the Village is not guaranteeing the safety of the unit, nor undertaking or assuming any duty to inspect the unit for safety, nor is it waiving its right to take any further code enforcement action which may become necessary at any time. Nothing in this Agreement shall be used or construed to create or impose a duty on the Village to any third parties. The Village specifically reserves and does not waive the immunities from civil liability contained in the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et. seq.

8. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

9. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement. The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

10. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

11. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

12. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling units as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

13. Rental Reimbursement

If any unit in the apartment building(s) remains vacant in excess of thirty (30) days, the Village will reimburse the owner for eighty percent (80%) of the rent lost for any portion of the next sixty (60) days where the unit remains vacant. The reimbursement will be based on the last rental amount received for the unit and be paid on a quarterly basis. The thirty (30) day time period specified above shall begin to run and the agent shall begin to market the unit either upon execution of authorization by the owner and the Village or upon the date the unit becomes

available, whichever is later. For each rental unit, the Village will provide rental reimbursement only once during a twelve month period.

The Owner shall inform the Village promptly, in a manner to be prescribed by the Village, as to any unit, which has been available for rent for thirty (30) or more days and has not been rented.

The Village may immediately discontinue the reimbursement to a specific unit if the owner refuses to make a rental to an apparently qualified applicant without a showing of reasonable cause to the Village. The monthly reimbursement for the unit discontinued from the service shall be prorated on a daily basis to the date of discontinuance.

Notice of discontinuance of the service as to a specific unit shall be in writing by either party and delivered by both regular and certified mail to the other party at the address contained in Paragraph 17 of this agreement.

Under the terms of this Agreement the maximum rental reimbursement for the building shall be \$4,800. Any rental reimbursement funds not used will revert to the Village.

14. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

15. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

16. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

17. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, in the case of the Owner.

18. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
16-24 N Austin Boulevard

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

EXHIBIT I

Oak Park Model Lease Addendum

Address 16-24 N AUSTIN BOULEVARD

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.

9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.

10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.

11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.

12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.

13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

Inspection Form 2012

Apartment Address: _____

Unit _____

Bedroom Size: _____

Rent \$ _____

Owner/ Mgr/ Res.Mgr: _____

Keys status _____ K _____

Parking: \$ _____

Date	Approved	Rejected
1 st Inspection Date ___ / ___ /12	<input type="checkbox"/>	<input type="checkbox"/>
2 nd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>
3 rd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>

Date Approved

For _____

OPRHC _____ VOP _____

Comments _____

_____ will be completed by _____

Follow up: _____

Future improvements suggested to improve marketability: _____

*****Past Inspection History*****

Date last

Inspected: _____ Suggestions: _____

Completed on: _____

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

I(2)

**Item Title: Resolution Authorizing the Execution of Marketing Services Agreement
MSA 1223-R with Rental Reimbursement.**

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1223-R (206-14 N Austin Boulevard - a 38 unit building). The property owner is requesting a Marketing Services Agreement with Rental Reimbursement. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., business license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This application for Rental Reimbursement 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: (Account #; Balance; Cost of contract)

HPAC is recommending that the rental reimbursement for this building be capped at \$10,000 during the twelve month term which will reduce the remaining budgeted balance of \$75,200 to \$65,200. This program was budgeted under the General Fund, account no. 1001-46206-300-585653.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm - Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE: Bill Berg, Aye
Peggy LaFleur Aye
Meredith Morris Aye
Patrick Diakite Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/905-09 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$70,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$60,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$54,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$48,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$28,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$18,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$8,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin#2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin#2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
536	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$90,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$80,000.00
226	Oak Park Residence Corporation	301-11 Harrison#901-09 Highland	No	22	17.6	49	\$10,000.00	\$10,000.00	\$70,000.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$60,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$50,000.00
65	Oak Park Residence Corporation	400-04 S Austin#7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$40,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin#5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$20,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$10,000.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00
Total								\$120,000.00	

Village of Oak Park
Housing Programs Division

Multi-Family Housing Incentives Program
2012 Applications

Housing Programs Advisory Committee Review
May 2, 2012

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Budget Balance
					Evaluation Score (20 Points Max)	OPRHC/ Staff Score Recommendation	
43	Oak Park Residence Corporation	1100-02 N Austin/2-5 Thomas	No	14	17.8	63	\$50,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$50,000.00
520	Michael Leavy	436-40 S Ridgeland/326-30 Madison	No	6	15.2	43	\$75,500.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$75,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$85,500.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	36	14.0	51	\$80,700.00
36	Oak Park Residence Corporation	1116-26 S Austin Boulevard	Yes	31	13.8	55	\$50,700.00
39	Don Ruffledge	1016-20 N Austin Boulevard	Yes	7	13.4	50	\$43,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$38,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$29,000.00
22	Oak Park Residence Corporation	470-62 N Austin/3-11 Ontario	Yes	41	12.6	54	\$25,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$15,000.00
29	West Suburban Management	726-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$5,000.00
64	Oak Park Investors, LLC	386-50 S Austin/3-12 Van Buren	Yes	41	12.0	49	\$5,000.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00
Total							\$80,000.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

SCHUMAN CORPORATION
Owner
206-14 N AUSTIN BOULEVARD
Building Address
10
Building Number
February 8, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 0702-000945-00 (R.K. mGME)
Other indebtedness

M
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection

Normal Annual Building Inspection
 100% Building Inspection

Date 2/8/12
Date 2-8-12

Compliance

Repairs Made
 Working Toward Compliance
Under Agreed Time Extensions

Non-Compliance

Did Not Respond Within 30 Days
 Did Not Complete Repairs on Schedule

Reason for any Concerns

Initial
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
 Initial
2-21-12
 Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SA
 Initial
3/29/2012
 Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

EXTERIOR LIGHT

DR
 Initial
11 MAR 12
 Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
 Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

3/1/2012 \$ 20,976.36 ✓
 Date Paid Amount 1st Installment

 Date Paid Amount 2nd Installment

Reason for any Concerns

DL
 Initial
3/15/2012
 Date

RESOLUTION

AUTHORIZING EXECUTION OF MARKETING SERVICES AGREEMENT WITH RENTAL REIMBURSEMENT

MSA-1223-R

38 Units

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 funds in the current program year for rental reimbursement under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$75,200 of those funds are available for rental reimbursement.

b) The premises at 206-14 N Austin Boulevard consists of a multi-family dwelling with 38 units owned by Schuman Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested rental reimbursement payments to assist the Owner in affirmatively marketing their building. The rental reimbursement payments are made for vacant units within a building certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready, in accordance with the terms of the Marketing Services Agreement.

c) A copy of the Owner's Application is on file in the Housing Programs Division. The total cost of the rental reimbursement will not exceed \$10,000.

d) In exchange for the rental reimbursement, the Owner agrees to allow the Village to use its best efforts to affirmatively market units in the program and to comply with all other terms and conditions of the Marketing Services Agreement. The Oak Park Regional Housing Center shall affirmatively show units to clients which it prescreens in accordance with the Owner's reasonable tenant qualifications, but shall have no duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the owner or the owner's agent.

e) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program.

SECTION II

The Village Manager is hereby authorized and directed to enter into a Marketing Services Agreement MSA-1223-R with Schuman Corporation, Owner of the 38 unit apartment building at 206-14 N Austin Boulevard in Oak Park, conforming substantially to the agreement attached hereto and made a part hereof as Exhibit I.

SECTION III

The rental reimbursement payments shall be distributed only upon evidence that the unit is market ready.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

MARKETING SERVICES AGREEMENT
WITH RENTAL REIMBURSEMENT NOT TO EXCEED \$10,000
206-14 N AUSTIN BOULEVARD
38 UNITS

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 206-14 N Austin Boulevard.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for one year ending on June 18, 2013 unless terminated pursuant to Section 16 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Oak Park Regional Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Pre-Marketing Inspection Procedures

The Owner shall notify the Village of all vacancies that become available. Within five (5) working days of the Owner's notification, the Village shall inspect the vacant unit. The Owner shall provide the Village with access to the unit for this purpose. After inspecting the unit, the Village will promptly prepare a written list of repairs which the Owner must make before the Village will approve the unit for marketing. The Owner agrees that the Village shall have the sole discretion to determine the availability of any unit for rental. The Owner, at his own expense, shall promptly make any repairs required by the Village to qualify the unit as "available" for rental. After the Owner completes the necessary repairs, the Owner shall notify the Village and the Village will promptly reinspect the unit for final approval.

After the Village issues its final approval of a unit, the Village and the Owner shall complete and execute a written authorization (attached hereto as Appendix B) to begin marketing the unit for rental, which the Village will deliver to the Housing Center.

By approving the unit for rental, the Village is not guaranteeing the safety of the unit, nor undertaking or assuming any duty to inspect the unit for safety, nor is it waiving its right to take any further code enforcement action which may become necessary at any time. Nothing in this Agreement shall be used or construed to create or impose a duty on the Village to any third parties. The Village specifically reserves and does not waive the immunities from civil liability contained in the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et. seq.

8. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

9. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement. The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

10. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

11. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

12. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling units as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

13. Rental Reimbursement

If any unit in the apartment building(s) remains vacant in excess of thirty (30) days, the Village will reimburse the owner for eighty percent (80%) of the rent lost for any portion of the next sixty (60) days where the unit remains vacant. The reimbursement will be based on the last rental amount received for the unit and be paid on a quarterly basis. The thirty (30) day time period specified above shall begin to run and the agent shall begin to market the unit either upon execution of authorization by the owner and the Village or upon the date the unit becomes

available, whichever is later. For each rental unit, the Village will provide rental reimbursement only once during a twelve month period.

The Owner shall inform the Village promptly, in a manner to be prescribed by the Village, as to any unit, which has been available for rent for thirty (30) or more days and has not been rented.

The Village may immediately discontinue the reimbursement to a specific unit if the owner refuses to make a rental to an apparently qualified applicant without a showing of reasonable cause to the Village. The monthly reimbursement for the unit discontinued from the service shall be prorated on a daily basis to the date of discontinuance.

Notice of discontinuance of the service as to a specific unit shall be in writing by either party and delivered by both regular and certified mail to the other party at the address contained in Paragraph 17 of this agreement.

Under the terms of this Agreement the maximum rental reimbursement for the building shall be \$10,000. Any rental reimbursement funds not used will revert to the Village.

14. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

15. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

16. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

17. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, in the case of the Owner.

18. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
206-14 N Austin Boulevard

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

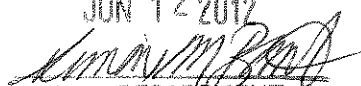
JUN 12 2012

LAW DEPARTMENT

EXHIBIT I

Oak Park Model Lease Addendum

Address 206-14 N AUSTIN BOULEVARD

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

- 8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
- 9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.

- 10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
- 11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.

- 12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
- 13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

Inspection Form 2012

Apartment Address: _____

Unit _____

Bedroom Size: _____

Rent \$ _____

Owner/ Mgr/ Res.Mgr: _____

Keys status K _____

Parking: \$ _____

Date	Approved	Rejected
1 st Inspection Date / /12	<input type="checkbox"/>	<input type="checkbox"/>
2 nd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>
3 rd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>

Date Approved

For _____

OPRHC _____ VOP _____

Comments _____

_____ will be completed by _____

Follow up: _____

Future improvements suggested to improve marketability: _____

*****Past Inspection History*****

Date last

Inspected: _____ Suggestions: _____

Completed on: _____

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

I(3)

Item Title: Resolution Authorizing the Execution of Marketing Services Agreement
MSA 1224-R with Rental Reimbursement.

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

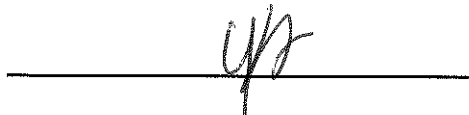
Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1224-R (450-60 N Austin Boulevard - a 43 unit building). The property owner is requesting a Marketing Services Agreement with Rental Reimbursement. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., business license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This application for Rental Reimbursement 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: (Account #; Balance; Cost of contract)

HPAC is recommending that the rental reimbursement for this building be capped at \$10,000 during the twelve month term which will reduce the remaining budgeted balance of \$65,200 to \$55,200. This program was budgeted under the General Fund, account no. 1001-46206-300-585653.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass

Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$70,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$50,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$54,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$48,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$30,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$25,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$16,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$8,000.00
288	Frida Freuchman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$100,000.00
538	Oak Park Residence Corporation	57-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$30,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$30,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$50,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
563	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBeneditto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total

\$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPRHC/ Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$80,000.00
520	Michael Leavy	436-40 S Ringeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,500.00
5	Oak Park Residence Corporation	15-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$65,500.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$60,700.00
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$50,700.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$43,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$38,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$20,000.00
22	Oak Park Residence Corporation	470-82 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$25,000.00
53	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$15,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	62	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
579	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
563	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Hamison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.6	23	\$0.00	\$0.00
Total							\$80,000.00	



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

SCHUMAN CORPORATION
Owner
450-60 N AUSTIN BOULEVARD
Building Address
20
Building Number
February 8, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 0701000550-00 (L.K. MCMT)
Other Indebtedness

AS
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection /

Normal Annual Building Inspection

Date AS

100% Building Inspection

Date 2-23-12

Compliance

Repairs Made

Working Toward Compliance
Under Agreed Time Extensions

Non-Compliance

Did Not Respond Within 30 Days

Did Not Complete Repairs on Schedule

Reason for any Concerns

Initial

Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK

Initial
2-21-12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

AH

Initial
3/29/2012
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

RFM

Initial
13 MAR 12
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/01/2012
Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

3/1/2012 \$23,609.14 ✓
Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

RF

Initial
3/15/2012
Date

RESOLUTION

AUTHORIZING EXECUTION OF MARKETING SERVICES AGREEMENT WITH RENTAL REIMBURSEMENT

MSA-1224-R

43 Units

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 funds in the current program year for rental reimbursement under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$65,200 of those funds are available for rental reimbursement.

b) The premises at 450-60 N Austin Boulevard consists of a multi-family dwelling with 43 units owned by Schuman Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested rental reimbursement payments to assist the Owner in affirmatively marketing their building. The rental reimbursement payments are made for vacant units within a building certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready, in accordance with the terms of the Marketing Services Agreement.

c) A copy of the Owner's Application is on file in the Housing Programs Division. The total cost of the rental reimbursement will not exceed \$10,000.

d) In exchange for the rental reimbursement, the Owner agrees to allow the Village to use its best efforts to affirmatively market units in the program and to comply with all other terms and conditions of the Marketing Services Agreement. The Oak Park Regional Housing Center shall affirmatively show units to clients which it prescreens in accordance with the Owner's reasonable tenant qualifications, but shall have no duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the owner or the owner's agent.

e) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program.

SECTION II

The Village Manager is hereby authorized and directed to enter into a Marketing Services Agreement MSA-1224-R with Schuman Corporation, Owner of the 43 unit apartment building at 450-60 N Austin Boulevard in Oak Park, conforming substantially to the agreement attached hereto and made a part hereof as Exhibit I.

SECTION III

The rental reimbursement payments shall be distributed only upon evidence that the unit is market ready.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

MARKETING SERVICES AGREEMENT
WITH RENTAL REIMBURSEMENT NOT TO EXCEED \$10,000
450-60 N AUSTIN BOULEVARD
43 UNITS

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 450-60 N Austin Boulevard.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for one year ending on June 18, 2013 unless terminated pursuant to Section 16 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Oak Park Regional Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Pre-Marketing Inspection Procedures

The Owner shall notify the Village of all vacancies that become available. Within five (5) working days of the Owner's notification, the Village shall inspect the vacant unit. The Owner shall provide the Village with access to the unit for this purpose. After inspecting the unit, the Village will promptly prepare a written list of repairs which the Owner must make before the Village will approve the unit for marketing. The Owner agrees that the Village shall have the sole discretion to determine the availability of any unit for rental. The Owner, at his own expense, shall promptly make any repairs required by the Village to qualify the unit as "available" for rental. After the Owner completes the necessary repairs, the Owner shall notify the Village and the Village will promptly reinspect the unit for final approval.

After the Village issues its final approval of a unit, the Village and the Owner shall complete and execute a written authorization (attached hereto as Appendix B) to begin marketing the unit for rental, which the Village will deliver to the Housing Center.

By approving the unit for rental, the Village is not guaranteeing the safety of the unit, nor undertaking or assuming any duty to inspect the unit for safety, nor is it waiving its right to take any further code enforcement action which may become necessary at any time. Nothing in this Agreement shall be used or construed to create or impose a duty on the Village to any third parties. The Village specifically reserves and does not waive the immunities from civil liability contained in the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et. seq.

8. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

9. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement. The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

10. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

11. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

12. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling units as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

13. Rental Reimbursement

If any unit in the apartment building(s) remains vacant in excess of thirty (30) days, the Village will reimburse the owner for eighty percent (80%) of the rent lost for any portion of the next sixty (60) days where the unit remains vacant. The reimbursement will be based on the last rental amount received for the unit and be paid on a quarterly basis. The thirty (30) day time period specified above shall begin to run and the agent shall begin to market the unit either upon execution of authorization by the owner and the Village or upon the date the unit becomes

available, whichever is later. For each rental unit, the Village will provide rental reimbursement only once during a twelve month period.

The Owner shall inform the Village promptly, in a manner to be prescribed by the Village, as to any unit, which has been available for rent for thirty (30) or more days and has not been rented.

The Village may immediately discontinue the reimbursement to a specific unit if the owner refuses to make a rental to an apparently qualified applicant without a showing of reasonable cause to the Village. The monthly reimbursement for the unit discontinued from the service shall be prorated on a daily basis to the date of discontinuance.

Notice of discontinuance of the service as to a specific unit shall be in writing by either party and delivered by both regular and certified mail to the other party at the address contained in Paragraph 17 of this agreement.

Under the terms of this Agreement the maximum rental reimbursement for the building shall be \$10,000. Any rental reimbursement funds not used will revert to the Village.

14. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

15. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

16. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

17. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, in the case of the Owner.

18. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
450-60 N Austin Boulevard

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012
[Signature]
LAW DEPARTMENT

Oak Park Model Lease Addendum

Address 450-60 N AUSTIN BOULEVARD

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.

10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.

12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

Inspection Form 2012

Apartment Address: _____

Unit _____

Bedroom Size: _____

Rent \$ _____

Owner/ Mgr/ Res.Mgr: _____

Keys status _____ K _____

Parking: \$ _____

Date	Approved	Rejected
1 st Inspection Date ___ / ___ /12	<input type="checkbox"/>	<input type="checkbox"/>
2 nd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>
3 rd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>

Date Approved

For _____

OPRHC _____ VOP _____

Comments _____

_____ will be completed by _____

Follow up: _____

Future improvements suggested to improve marketability: _____

*****Past Inspection History*****

Date last

Inspected: _____ Suggestions: _____

Completed on: _____

I(4)

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

**Item Title: Resolution Authorizing the Execution of Marketing Services Agreement
MSA 1225-R with Rental Reimbursement.**

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:

Tammie Grossman
Tammie Grossman

Village Manager's Office:

[Signature]

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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1225-R (470-92 N Austin Boulevard/3-11 Ontario Street - a 49 unit building). The property owner is requesting a Marketing Services Agreement with Rental Reimbursement. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., business license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This application for Rental Reimbursement 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: (Account #; Balance; Cost of contract)

HPAC is recommending that the rental reimbursement for this building be capped at \$10,000 during the twelve month term which will reduce the remaining budgeted balance of \$55,200 to \$45,200. This program was budgeted under the General Fund, account no. 1001-46206-300-585653.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$70,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$51,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$54,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$40,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$30,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$28,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$16,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$5,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$6.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$6.00
Total								\$80,000.00	

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$110,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$100,000.00
638	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$50,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$50,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$30,000.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$30,000.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00
Total									\$120,000.00

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPRHC/ Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$80,000.00
520	Michael Leavy	436-40 S Ridgeland/328-30 Marlison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$60,700.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$60,700.00
86	Oak Park Residence Corporation	1118-25 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$20,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00
29	West Suburban Management	726-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1060-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	425 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total							\$80,000.00	



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

OAK PARK RESIDENCE CORP
Owner
470-92 N AUSTIN BOULEVARD
Building Address
22
Building Number
January 23, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 0701000446-00
Other Indebtedness

M
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection

100% Building Inspection

Date AL
Date 2-27-12

Compliance Repairs Made

Working Toward Compliance
Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days

Did Not Complete Repairs on Schedule

Reason for any Concerns

Initial
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
 Initial
2-21-12
 Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

DA
 Initial
3/29/12
 Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

RFM
 Initial
13 MAR 12
 Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
 Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

2/21/2012 **\$ 38,679.88**
 Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

RF
 Initial
3/15/2012
 Date

RESOLUTION

AUTHORIZING EXECUTION OF MARKETING SERVICES AGREEMENT WITH RENTAL REIMBURSEMENT

MSA-1225-R

49 Units

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 funds in the current program year for rental reimbursement under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$55,200 of those funds are available for rental reimbursement.

b) The premises at 470-92 N Austin Boulevard/3-11 Ontario Street consists of a multi-family dwelling with 49 units owned by Oak Park Residence Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested rental reimbursement payments to assist the Owner in affirmatively marketing their building. The rental reimbursement payments are made for vacant units within a building certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready, in accordance with the terms of the Marketing Services Agreement.

c) A copy of the Owner's Application is on file in the Housing Programs Division. The total cost of the rental reimbursement will not exceed \$10,000.

d) In exchange for the rental reimbursement, the Owner agrees to allow the Village to use its best efforts to affirmatively market units in the program and to comply with all other terms and conditions of the Marketing Services Agreement. The Oak Park Regional Housing Center shall affirmatively show units to clients which it prescreens in accordance with the Owner's reasonable tenant qualifications, but shall have no duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the owner or the owner's agent.

e) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program.

SECTION II

The Village Manager is hereby authorized and directed to enter into a Marketing Services Agreement MSA-1225-R with Oak Park Residence Corporation, Owner of the 49 unit apartment building at 470-92 N Austin Boulevard/3-11 Ontario Street in Oak Park, conforming substantially to the agreement attached hereto and made a part hereof as Exhibit I.

SECTION III

The rental reimbursement payments shall be distributed only upon evidence that the unit is market ready.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

MARKETING SERVICES AGREEMENT
WITH RENTAL REIMBURSEMENT NOT TO EXCEED \$10,000
470-92 N AUSTIN BOUELVARD/3-11 ONTARIO STREET
49 UNITS

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 470-92 N Austin Boulevard/3-11 Ontario Street.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for one year ending on June 18, 2013 unless terminated pursuant to Section 16 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Oak Park Regional Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Pre-Marketing Inspection Procedures

The Owner shall notify the Village of all vacancies that become available. Within five (5) working days of the Owner's notification, the Village shall inspect the vacant unit. The Owner shall provide the Village with access to the unit for this purpose. After inspecting the unit, the Village will promptly prepare a written list of repairs which the Owner must make before the Village will approve the unit for marketing. The Owner agrees that the Village shall have the sole discretion to determine the availability of any unit for rental. The Owner, at his own expense, shall promptly make any repairs required by the Village to qualify the unit as "available" for rental. After the Owner completes the necessary repairs, the Owner shall notify the Village and the Village will promptly reinspect the unit for final approval.

After the Village issues its final approval of a unit, the Village and the Owner shall complete and execute a written authorization (attached hereto as Appendix B) to begin marketing the unit for rental, which the Village will deliver to the Housing Center.

By approving the unit for rental, the Village is not guaranteeing the safety of the unit, nor undertaking or assuming any duty to inspect the unit for safety, nor is it waiving its right to take any further code enforcement action which may become necessary at any time. Nothing in this Agreement shall be used or construed to create or impose a duty on the Village to any third parties. The Village specifically reserves and does not waive the immunities from civil liability contained in the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et. seq.

8. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

9. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement. The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

10. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

11. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

12. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling units as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

13. Rental Reimbursement

If any unit in the apartment building(s) remains vacant in excess of thirty (30) days, the Village will reimburse the owner for eighty percent (80%) of the rent lost for any portion of the next sixty (60) days where the unit remains vacant. The reimbursement will be based on the last rental amount received for the unit and be paid on a quarterly basis. The thirty (30) day time period specified above shall begin to run and the agent shall begin to market the unit either upon execution of authorization by the owner and the Village or upon the date the unit becomes

available, whichever is later. For each rental unit, the Village will provide rental reimbursement only once during a twelve month period.

The Owner shall inform the Village promptly, in a manner to be prescribed by the Village, as to any unit, which has been available for rent for thirty (30) or more days and has not been rented.

The Village may immediately discontinue the reimbursement to a specific unit if the owner refuses to make a rental to an apparently qualified applicant without a showing of reasonable cause to the Village. The monthly reimbursement for the unit discontinued from the service shall be prorated on a daily basis to the date of discontinuance.

Notice of discontinuance of the service as to a specific unit shall be in writing by either party and delivered by both regular and certified mail to the other party at the address contained in Paragraph 17 of this agreement.

Under the terms of this Agreement the maximum rental reimbursement for the building shall be \$10,000. Any rental reimbursement funds not used will revert to the Village.

14. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

15. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

16. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

17. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, in the case of the Owner.

18. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
470-92 N Austin Boulevard/3-11 Ontario Street

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

EXHIBIT I

Oak Park Model Lease Addendum

Address 470-92 N AUSTIN BOUELVARD/3-11 ONTARIO
STREET

Unit Number

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.

7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.
8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

Inspection Form 2012

Apartment Address: _____

Unit _____

Bedroom Size: _____

Rent \$ _____

Owner/ Mgr/ Res.Mgr: _____

Keys status _____ K _____

Parking: \$ _____

Date	Approved	Rejected
1 st Inspection Date / /12	<input type="checkbox"/>	<input type="checkbox"/>
2 nd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>
3 rd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>

Date Approved

For _____

OPRHC _____ VOP _____

Comments _____

_____ will be completed by _____

Follow up: _____

Future improvements suggested to improve marketability: _____

*******Past Inspection History*******

Date last

Inspected: _____ Suggestions: _____

Completed on: _____

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

IL5)

Item Title: Resolution Authorizing the Execution of Marketing Services Agreement
MSA 1226-R with Rental Reimbursement.

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1226-R (1000 N Austin Boulevard/2-4 Augusta Street - a 10 unit building). The property owner is requesting a Marketing Services Agreement with Rental Reimbursement. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., business license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This application for Rental Reimbursement 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: (Account #; Balance; Cost of contract)

HPAC is recommending that the rental reimbursement for this building be capped at \$4,500 during the twelve month term which will reduce the remaining budgeted balance of \$45,200 to \$40,700. This program was budgeted under the General Fund, account no. 1001-46206-300-585653.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$30,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$40,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
269	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$38,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$29,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$18,000.00
288	Frika Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total									\$80,000.00

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$110,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$100,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$90,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$90,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$60,000.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$2.50

Total

\$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Rental		Budget Balance
					Evaluation Score (20 Points Max)	OPRHC/ Staff Score	Reimbursement Recommendation	Balance	
43	Oak Park Residence Corporation	1100-02 N Austin/2-5 Thomas	No	14	17.8	63	\$0.00	\$80,000.00	
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$75,500.00	
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00	
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$65,500.00	
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$60,700.00	
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$50,700.00	
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00	
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00	
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$28,000.00	
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00	
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00	
53	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00	
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$6,000.00	
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00	
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00	
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00	
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00	
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00	
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00	
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	19	\$0.00	\$0.00	
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00	
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00	
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00	
341	Berg Ross LLC	916-16 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00	
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00	
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00	
Total							\$80,000.00		



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

OAK PARK RESIDENCE CORP
 Owner
1000 N AUSTIN/2-4 AUGUSTA
 Building Address
37
 Building Number
January 23, 2012
 Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

ACCT # 0721000604.00
Other Indebtedness

M
Initial
2-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection

SK
Date 2-29-2012

100% Building Inspection

Date _____

Compliance Repairs Made

Working Toward Compliance
Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days

Did Not Complete Repairs on Schedule

Reason for any Concerns

Initial _____
Date _____

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
 Initial
2-21-12
 Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SA
 Initial
3/29/2012
 Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

AC
 Initial
3/14/12
 Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No
10/31/2012
 Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

2/22/2012 \$7,840.28 ✓
 Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

JR
 Initial
3/15/2012
 Date

RESOLUTION

AUTHORIZING EXECUTION OF MARKETING SERVICES AGREEMENT WITH RENTAL REIMBURSEMENT

MSA-1226-R

10 Units

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 funds in the current program year for rental reimbursement under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$45,200 of those funds are available for rental reimbursement.

b) The premises at 1000 N Austin Boulevard/2-4 Augusta Street consists of a multi-family dwelling with 10 units owned by Oak Park Residence Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested rental reimbursement payments to assist the Owner in affirmatively marketing their building. The rental reimbursement payments are made for vacant units within a building certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready, in accordance with the terms of the Marketing Services Agreement.

c) A copy of the Owner's Application is on file in the Housing Programs Division. The total cost of the rental reimbursement will not exceed \$4,500.

d) In exchange for the rental reimbursement, the Owner agrees to allow the Village to use its best efforts to affirmatively market units in the program and to comply with all other terms and conditions of the Marketing Services Agreement. The Oak Park Regional Housing Center shall affirmatively show units to clients which it prescreens in accordance with the Owner's reasonable tenant qualifications, but shall have no duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the owner or the owner's agent.

e) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program.

SECTION II

The Village Manager is hereby authorized and directed to enter into a Marketing Services Agreement MSA-1226-R with Oak Park Residence Corporation, Owner of the 10 unit apartment building at 1000 N Austin Boulevard/2-4 Augusta Street in Oak Park, conforming substantially to the agreement attached hereto and made a part hereof as Exhibit I.

SECTION III

The rental reimbursement payments shall be distributed only upon evidence that the unit is market ready.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

MARKETING SERVICES AGREEMENT
WITH RENTAL REIMBURSEMENT NOT TO EXCEED \$4,500
1000 N AUSTIN BOULEVARD/2-4 AUGUSTA STREET
10 UNITS

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 1000 N Austin Boulevard/2-4 Augusta Street.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for one year ending on June 18, 2013 unless terminated pursuant to Section 16 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Oak Park Regional Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Pre-Marketing Inspection Procedures

The Owner shall notify the Village of all vacancies that become available. Within five (5) working days of the Owner's notification, the Village shall inspect the vacant unit. The Owner shall provide the Village with access to the unit for this purpose. After inspecting the unit, the Village will promptly prepare a written list of repairs which the Owner must make before the Village will approve the unit for marketing. The Owner agrees that the Village shall have the sole discretion to determine the availability of any unit for rental. The Owner, at his own expense, shall promptly make any repairs required by the Village to qualify the unit as "available" for rental. After the Owner completes the necessary repairs, the Owner shall notify the Village and the Village will promptly reinspect the unit for final approval.

After the Village issues its final approval of a unit, the Village and the Owner shall complete and execute a written authorization (attached hereto as Appendix B) to begin marketing the unit for rental, which the Village will deliver to the Housing Center.

By approving the unit for rental, the Village is not guaranteeing the safety of the unit, nor undertaking or assuming any duty to inspect the unit for safety, nor is it waiving its right to take any further code enforcement action which may become necessary at any time. Nothing in this Agreement shall be used or construed to create or impose a duty on the Village to any third parties. The Village specifically reserves and does not waive the immunities from civil liability contained in the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et. seq.

8. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

9. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement. The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

10. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

11. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

12. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling units as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

13. Rental Reimbursement

If any unit in the apartment building(s) remains vacant in excess of thirty (30) days, the Village will reimburse the owner for eighty percent (80%) of the rent lost for any portion of the next sixty (60) days where the unit remains vacant. The reimbursement will be based on the last rental amount received for the unit and be paid on a quarterly basis. The thirty (30) day time period specified above shall begin to run and the agent shall begin to market the unit either upon execution of authorization by the owner and the Village or upon the date the unit becomes

available, whichever is later. For each rental unit, the Village will provide rental reimbursement only once during a twelve month period.

The Owner shall inform the Village promptly, in a manner to be prescribed by the Village, as to any unit, which has been available for rent for thirty (30) or more days and has not been rented.

The Village may immediately discontinue the reimbursement to a specific unit if the owner refuses to make a rental to an apparently qualified applicant without a showing of reasonable cause to the Village. The monthly reimbursement for the unit discontinued from the service shall be prorated on a daily basis to the date of discontinuance.

Notice of discontinuance of the service as to a specific unit shall be in writing by either party and delivered by both regular and certified mail to the other party at the address contained in Paragraph 17 of this agreement.

Under the terms of this Agreement the maximum rental reimbursement for the building shall be \$4,500. Any rental reimbursement funds not used will revert to the Village.

14. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

15. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

16. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

17. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, in the case of the Owner.

18. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
1000 N Austin Boulevard/2-4 Augusta Street

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

EXHIBIT I

Oak Park Model Lease Addendum

Address 1000 N AUSTIN BOULEVARD/2-4 AUGUSTA
 STREET

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.

2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.

3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.

4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.

5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.

6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.

7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.
8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

Inspection Form 2012

Apartment Address: _____ Unit _____
 Bedroom Size: _____ Rent \$ _____
 Owner/ Mgr/ Res.Mgr: _____
 Keys status _____ K _____ Parking: \$ _____

Date	Approved	Rejected
1 st Inspection Date ___/___/12	<input type="checkbox"/>	<input type="checkbox"/>
2 nd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>
3 rd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>

Date Approved
 For _____

OPRHC _____ VOP _____

Comments _____

_____ will be completed by _____

Follow up: _____

Future improvements suggested to improve marketability: _____

*******Past Inspection History*******

Date last Inspected: _____ Suggestions: _____

Completed on: _____

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

I(6)


Item Title: Resolution Authorizing the Execution of Marketing Services Agreement
MSA 1227-R with Rental Reimbursement.

Resolution or Ordinance No. _____


Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1227-R (1018-20 N Austin Boulevard - a 7 unit building). The property owner is requesting a Marketing Services Agreement with Rental Reimbursement. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., business license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This application for Rental Reimbursement 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: (Account #; Balance; Cost of contract)

HPAC is recommending that the rental reimbursement for this building be capped at \$5,000 during the twelve month term which will reduce the remaining budgeted balance of \$40,700 to \$35,700. This program was budgeted under the General Fund, account no. 1001-46206-300-585653.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$70,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$80,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$54,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$48,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$35,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$28,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$18,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$8,000.00
288	Fida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$5,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$100,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$60,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$50,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$50,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total \$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPRHC/ Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-5 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$75,500.00
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$65,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$60,700.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$50,700.00
86	Oak Park Residence Corporation	1116-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00
89	Don Rudledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$28,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	53	\$3,000.00	\$25,000.00
22	Oak Park Residence Corporation	470-92 N Austin/5-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00
29	West Suburban Management	726-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1060-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	36	\$0.00	\$0.00
560	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
563	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
551	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total							\$80,000.00	\$80,000.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

Owner DON RUTLEDGE
Building Address 1018-20 N AUSTIN BOULEVARD
Building Number 39
Application Date February 9, 2012

Community Relations Department

Chapter 13 Compliance Yes No N/A

Reason for any Concerns NONE

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Other Indebtedness ACCT # 0664 000314.00 (WINDSOR COURT APTS)

AJ
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection 100% Building Inspection

SK
Date 3-1-2012
Date

Compliance Repairs Made Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days Did Not Complete Repairs on Schedule

Reason for any Concerns

Initial
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
Initial
2-21-12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SH
Initial
3/29/2012
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

AC
Initial
3/24/12
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2015
Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

2/29/2012 **\$9,715.77**
Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Does not regularly attend
Reason for any Concerns

ell
Initial
3/15/2012
Date

RESOLUTION

AUTHORIZING EXECUTION OF MARKETING SERVICES AGREEMENT WITH RENTAL REIMBURSEMENT

MSA-1227-R

7 Units

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 funds in the current program year for rental reimbursement under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$40,700 of those funds are available for rental reimbursement.

b) The premises at 1018-20 N Austin Boulevard consists of a multi-family dwelling with 7 units owned by Don Rutledge, hereinafter referred to as "Owner(s)". The Owner(s) requested rental reimbursement payments to assist the Owner in affirmatively marketing their building. The rental reimbursement payments are made for vacant units within a building certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready, in accordance with the terms of the Marketing Services Agreement.

c) A copy of the Owner's Application is on file in the Housing Programs Division. The total cost of the rental reimbursement will not exceed \$5,000.

d) In exchange for the rental reimbursement, the Owner agrees to allow the Village to use its best efforts to affirmatively market units in the program and to comply with all other terms and conditions of the Marketing Services Agreement. The Oak Park Regional Housing Center shall affirmatively show units to clients which it prescreens in accordance with the Owner's reasonable tenant qualifications, but shall have no duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the owner or the owner's agent.

e) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program.

SECTION II

The Village Manager is hereby authorized and directed to enter into a Marketing Services Agreement MSA-1227-R with Don Rutledge, Owner of the 7 unit apartment building at 1018-20 N Austin Boulevard in Oak Park, conforming substantially to the agreement attached hereto and made a part hereof as Exhibit I.

SECTION III

The rental reimbursement payments shall be distributed only upon evidence that the unit is market ready.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

MARKETING SERVICES AGREEMENT
WITH RENTAL REIMBURSEMENT NOT TO EXCEED \$5,000
1018-20 N AUSTIN BOULEVARD
7 UNITS

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Don Rutledge, 842 N Ridgeland Avenue, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 1018-20 N Austin Boulevard.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for one year ending on June 18, 2013 unless terminated pursuant to Section 16 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Oak Park Regional Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Pre-Marketing Inspection Procedures

The Owner shall notify the Village of all vacancies that become available. Within five (5) working days of the Owner's notification, the Village shall inspect the vacant unit. The Owner shall provide the Village with access to the unit for this purpose. After inspecting the unit, the Village will promptly prepare a written list of repairs which the Owner must make before the Village will approve the unit for marketing. The Owner agrees that the Village shall have the sole discretion to determine the availability of any unit for rental. The Owner, at his own expense, shall promptly make any repairs required by the Village to qualify the unit as "available" for rental. After the Owner completes the necessary repairs, the Owner shall notify the Village and the Village will promptly reinspect the unit for final approval.

After the Village issues its final approval of a unit, the Village and the Owner shall complete and execute a written authorization (attached hereto as Appendix B) to begin marketing the unit for rental, which the Village will deliver to the Housing Center.

By approving the unit for rental, the Village is not guaranteeing the safety of the unit, nor undertaking or assuming any duty to inspect the unit for safety, nor is it waiving its right to take any further code enforcement action which may become necessary at any time. Nothing in this Agreement shall be used or construed to create or impose a duty on the Village to any third parties. The Village specifically reserves and does not waive the immunities from civil liability contained in the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et. seq.

8. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

9. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement. The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

10. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

11. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

12. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling units as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

13. Rental Reimbursement

If any unit in the apartment building(s) remains vacant in excess of thirty (30) days, the Village will reimburse the owner for eighty percent (80%) of the rent lost for any portion of the next sixty (60) days where the unit remains vacant. The reimbursement will be based on the last rental amount received for the unit and be paid on a quarterly basis. The thirty (30) day time period specified above shall begin to run and the agent shall begin to market the unit either upon execution of authorization by the owner and the Village or upon the date the unit becomes

available, whichever is later. For each rental unit, the Village will provide rental reimbursement only once during a twelve month period.

The Owner shall inform the Village promptly, in a manner to be prescribed by the Village, as to any unit, which has been available for rent for thirty (30) or more days and has not been rented.

The Village may immediately discontinue the reimbursement to a specific unit if the owner refuses to make a rental to an apparently qualified applicant without a showing of reasonable cause to the Village. The monthly reimbursement for the unit discontinued from the service shall be prorated on a daily basis to the date of discontinuance.

Notice of discontinuance of the service as to a specific unit shall be in writing by either party and delivered by both regular and certified mail to the other party at the address contained in Paragraph 17 of this agreement.

Under the terms of this Agreement the maximum rental reimbursement for the building shall be \$5,000. Any rental reimbursement funds not used will revert to the Village.

14. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

15. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

16. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

17. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Don Rutledge, 842 N Ridgeland Avenue, Oak Park, Illinois 60302, in the case of the Owner.

18. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
1018-20 N Austin Boulevard

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

Oak Park Model Lease Addendum

Address 1018-20 N AUSTIN BOULEVARD

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.

9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.

10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.

11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.

12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.

13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

Inspection Form 2012

Apartment Address: _____

Unit _____

Bedroom Size: _____

Rent \$ _____

Owner/ Mgr/ Res.Mgr: _____

Keys status _____ K _____

Parking: \$ _____

Date	Approved	Rejected
1 st Inspection Date ___ / ___ /12	<input type="checkbox"/>	<input type="checkbox"/>
2 nd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>
3 rd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>

Date Approved

For _____

OPRHC _____ VOP _____

Comments _____

_____ will be completed by _____

Follow up: _____

Future improvements suggested to improve marketability: _____

*******Past Inspection History*******

Date last

Inspected: _____ Suggestions: _____

Completed on: _____

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

F(7)

Item Title: Resolution Authorizing the Execution of Marketing Services Agreement
MSA 1228-R with Rental Reimbursement.

Resolution or Ordinance No. _____


Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1228-R (1022-24 N Austin Boulevard - a 13 unit building). The property owner is requesting a Marketing Services Agreement with Rental Reimbursement. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., business license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This application for Rental Reimbursement 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: (Account #; Balance; Cost of contract)

HPAC is recommending that the rental reimbursement for this building be capped at \$3,000 during the twelve month term which will reduce the remaining budgeted balance of \$35,700 to \$32,700. This program was budgeted under the General Fund, account no. 1001-46206-300-585653.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE: Bill Berg, Aye
Peggy LaFleur Aye
Meredith Morris Aye
Patrick Diakite Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$60,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$60,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$39,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$25,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$19,000.00
288	Frida Freuchman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.6	42	\$6,000.00	\$0.00	\$0.00
Total									\$60,000.00

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$110,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$100,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$90,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$80,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$60,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Annard DBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00
Total									\$120,000.00

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPRRHC/ Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$20,000.00
37	Oak Park Residence Corporation	1030 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$50,000.00
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$60,700.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$50,700.00
86	Oak Park Residence Corporation	1118-25 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$28,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
560	GLA Ben Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
578	Mather & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total							\$80,000.00	



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

OAK PARK RESIDENCE CORP
Owner
1022-24 N AUSTIN BOULEVARD
Building Address
40
Building Number
January 23, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns
Initial C. M.
Date 2/27/12

Finance Department

Water Bill Current Yes No

Acct # 0701 000593-00
Other indebtedness
Initial HA
Date 3-15-12

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection SK
Date 3-2-2012
 100% Building Inspection Date _____

Compliance Repairs Made
 Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days
 Did Not Complete Repairs on Schedule

Reason for any Concerns
Initial _____
Date _____

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
 Initial
2-21-12
 Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SA
 Initial
3/29/2012
 Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

AC
 Initial
3/14/12
 Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/19/2012
 Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

2/22/2012 \$8,715.78
 Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

EL
 Initial
3/15/2012
 Date

RESOLUTION

AUTHORIZING EXECUTION OF MARKETING SERVICES AGREEMENT WITH RENTAL REIMBURSEMENT

MSA-1228-R

13 Units

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 funds in the current program year for rental reimbursement under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$35,700 of those funds are available for rental reimbursement.

b) The premises at 1022-24 N Austin Boulevard consists of a multi-family dwelling with 13 units owned by Oak Park Residence Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested rental reimbursement payments to assist the Owner in affirmatively marketing their building. The rental reimbursement payments are made for vacant units within a building certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready, in accordance with the terms of the Marketing Services Agreement.

c) A copy of the Owner's Application is on file in the Housing Programs Division. The total cost of the rental reimbursement will not exceed \$3,000.

d) In exchange for the rental reimbursement, the Owner agrees to allow the Village to use its best efforts to affirmatively market units in the program and to comply with all other terms and conditions of the Marketing Services Agreement. The Oak Park Regional Housing Center shall affirmatively show units to clients which it prescreens in accordance with the Owner's reasonable tenant qualifications, but shall have no duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the owner or the owner's agent.

e) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program.

SECTION II

The Village Manager is hereby authorized and directed to enter into a Marketing Services Agreement MSA-1228-R with Oak Park Residence Corporation, Owner of the 13 unit apartment building at 1022-24 N Austin Boulevard in Oak Park, conforming substantially to the agreement attached hereto and made a part hereof as Exhibit I.

SECTION III

The rental reimbursement payments shall be distributed only upon evidence that the unit is market ready.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

MARKETING SERVICES AGREEMENT
WITH RENTAL REIMBURSEMENT NOT TO EXCEED \$3,000
1022-24 N AUSTIN BOULEVARD
13 UNITS

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 1022-24 N Austin Boulevard.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for one year ending on June 18, 2013 unless terminated pursuant to Section 16 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Oak Park Regional Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Pre-Marketing Inspection Procedures

The Owner shall notify the Village of all vacancies that become available. Within five (5) working days of the Owner's notification, the Village shall inspect the vacant unit. The Owner shall provide the Village with access to the unit for this purpose. After inspecting the unit, the Village will promptly prepare a written list of repairs which the Owner must make before the Village will approve the unit for marketing. The Owner agrees that the Village shall have the sole discretion to determine the availability of any unit for rental. The Owner, at his own expense, shall promptly make any repairs required by the Village to qualify the unit as "available" for rental. After the Owner completes the necessary repairs, the Owner shall notify the Village and the Village will promptly reinspect the unit for final approval.

After the Village issues its final approval of a unit, the Village and the Owner shall complete and execute a written authorization (attached hereto as Appendix B) to begin marketing the unit for rental, which the Village will deliver to the Housing Center.

By approving the unit for rental, the Village is not guaranteeing the safety of the unit, nor undertaking or assuming any duty to inspect the unit for safety, nor is it waiving its right to take any further code enforcement action which may become necessary at any time. Nothing in this Agreement shall be used or construed to create or impose a duty on the Village to any third parties. The Village specifically reserves and does not waive the immunities from civil liability contained in the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et. seq.

8. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

9. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement. The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

10. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

11. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

12. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling units as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

13. Rental Reimbursement

If any unit in the apartment building(s) remains vacant in excess of thirty (30) days, the Village will reimburse the owner for eighty percent (80%) of the rent lost for any portion of the next sixty (60) days where the unit remains vacant. The reimbursement will be based on the last rental amount received for the unit and be paid on a quarterly basis. The thirty (30) day time period specified above shall begin to run and the agent shall begin to market the unit either upon execution of authorization by the owner and the Village or upon the date the unit becomes

available, whichever is later. For each rental unit, the Village will provide rental reimbursement only once during a twelve month period.

The Owner shall inform the Village promptly, in a manner to be prescribed by the Village, as to any unit, which has been available for rent for thirty (30) or more days and has not been rented.

The Village may immediately discontinue the reimbursement to a specific unit if the owner refuses to make a rental to an apparently qualified applicant without a showing of reasonable cause to the Village. The monthly reimbursement for the unit discontinued from the service shall be prorated on a daily basis to the date of discontinuance.

Notice of discontinuance of the service as to a specific unit shall be in writing by either party and delivered by both regular and certified mail to the other party at the address contained in Paragraph 17 of this agreement.

Under the terms of this Agreement the maximum rental reimbursement for the building shall be \$3,000. Any rental reimbursement funds not used will revert to the Village.

14. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

15. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

16. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

17. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, in the case of the Owner.

18. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
1022-24 N Austin Boulevard

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

EXHIBIT I

Oak Park Model Lease Addendum

Address 1022-24 N AUSTIN BOULEVARD

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.
- The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.
- No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

Inspection Form 2012

Apartment Address: _____

Unit _____

Bedroom Size: _____

Rent \$ _____

Owner/ Mgr/ Res.Mgr: _____

Keys status _____ K _____

Parking: \$ _____

Date	Approved	Rejected
1 st Inspection Date ___/___/12	<input type="checkbox"/>	<input type="checkbox"/>
2 nd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>
3 rd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>

Date Approved

For _____

OPRHC _____ VOP _____

Comments _____

_____ will be completed by _____

Follow up: _____

Future improvements suggested to improve marketability: _____

*****Past Inspection History*****

Date last

Inspected: _____ Suggestions: _____

Completed on: _____

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

I(8)

**Item Title: Resolution Authorizing the Execution of Marketing Services Agreement
MSA 1229-R with Rental Reimbursement.**

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1229-R (326-34 S Austin Boulevard - a 32 unit building). The property owner is requesting a Marketing Services Agreement with Rental Reimbursement. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., business license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This application for Rental Reimbursement 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: (Account #; Balance; Cost of contract)

HPAC is recommending that the rental reimbursement for this building be capped at \$10,000 during the twelve month term which will reduce the remaining budgeted balance of \$32,700 to \$22,700. This program was budgeted under the General Fund, account no. 1001-46206-300-585653.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm - Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE: Bill Berg, Aye
Peggy LaFleur Aye
Meredith Morris Aye
Patrick Diakite Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$50,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$50,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$38,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$28,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$18,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$100,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$30,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$50,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$50,000.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$50,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$10,000.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$6.00

Total

\$120,000.00

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Rental Reimbursement Recommendation	Budget Balance
					Evaluation Score (20 Points Max)	OPRHC/ Staff Score		
43	Oak Park Residence Corporation	1100-02 N Austin/2-5 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$80,000.00
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$69,700.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$69,700.00
26	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$48,000.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$20,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00
68	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-16 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	425 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total							\$60,000.00	



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

Owner SCHUMAN CORPORATION
Building Address 326-34 S AUSTIN BOULEVARD
Building Number 63
Application Date February 8, 2012

Community Relations Department

Chapter 13 Compliance Yes No N/A

Reason for any Concerns NONE
Initial C.M.
Date 2/27/12

Finance Department

Water Bill Current Yes No

Other Indebtedness Acct # 0702 000976-00
Initial bs
Date 3-15-12

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection Date 3-23-12
 100% Building Inspection Date _____

Compliance Repairs Made
 Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days
 Did Not Complete Repairs on Schedule

Reason for any Concerns _____
Initial HO
Date 3-23-12

Historic Preservation

Historic District Yes No
Landmark Yes No
Contributing Structure Yes No
Appropriate Scope of Work Yes No

Reason for any Concerns

DAK
Initial
2-21-12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

DP
Initial
3/29/2012
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

126
Initial
2/28/12
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

3/11/2012 **\$19,405.75**
Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

PM #

JRS
Initial
3/14/2012
Date

RESOLUTION

AUTHORIZING EXECUTION OF MARKETING SERVICES AGREEMENT WITH RENTAL REIMBURSEMENT

MSA-1229-R

32 Units

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 funds in the current program year for rental reimbursement under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$32,700 of those funds are available for rental reimbursement.

b) The premises at 326-34 S Austin Boulevard consists of a multi-family dwelling with 32 units owned by Schuman Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested rental reimbursement payments to assist the Owner in affirmatively marketing their building. The rental reimbursement payments are made for vacant units within a building certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready, in accordance with the terms of the Marketing Services Agreement.

c) A copy of the Owner's Application is on file in the Housing Programs Division. The total cost of the rental reimbursement will not exceed \$10,000.

d) In exchange for the rental reimbursement, the Owner agrees to allow the Village to use its best efforts to affirmatively market units in the program and to comply with all other terms and conditions of the Marketing Services Agreement. The Oak Park Regional Housing Center shall affirmatively show units to clients which it prescreens in accordance with the Owner's reasonable tenant qualifications, but shall have no duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the owner or the owner's agent.

e) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program.

SECTION II

The Village Manager is hereby authorized and directed to enter into a Marketing Services Agreement MSA-1229-R with Schuman Corporation, Owner of the 32 unit apartment building at 326-34 S Austin Boulevard in Oak Park, conforming substantially to the agreement attached hereto and made a part hereof as Exhibit I.

SECTION III

The rental reimbursement payments shall be distributed only upon evidence that the unit is market ready.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

MARKETING SERVICES AGREEMENT
WITH RENTAL REIMBURSEMENT NOT TO EXCEED \$10,000
326-34 S AUSTIN BOULEVARD
32 UNITS

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 326-34 S Austin Boulevard.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for one year ending on June 18, 2013 unless terminated pursuant to Section 16 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Oak Park Regional Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Pre-Marketing Inspection Procedures

The Owner shall notify the Village of all vacancies that become available. Within five (5) working days of the Owner's notification, the Village shall inspect the vacant unit. The Owner shall provide the Village with access to the unit for this purpose. After inspecting the unit, the Village will promptly prepare a written list of repairs which the Owner must make before the Village will approve the unit for marketing. The Owner agrees that the Village shall have the sole discretion to determine the availability of any unit for rental. The Owner, at his own expense, shall promptly make any repairs required by the Village to qualify the unit as "available" for rental. After the Owner completes the necessary repairs, the Owner shall notify the Village and the Village will promptly reinspect the unit for final approval.

After the Village issues its final approval of a unit, the Village and the Owner shall complete and execute a written authorization (attached hereto as Appendix B) to begin marketing the unit for rental, which the Village will deliver to the Housing Center.

By approving the unit for rental, the Village is not guaranteeing the safety of the unit, nor undertaking or assuming any duty to inspect the unit for safety, nor is it waiving its right to take any further code enforcement action which may become necessary at any time. Nothing in this Agreement shall be used or construed to create or impose a duty on the Village to any third parties. The Village specifically reserves and does not waive the immunities from civil liability contained in the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et. seq.

8. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

9. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement. The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

10. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

11. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

12. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling units as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

13. Rental Reimbursement

If any unit in the apartment building(s) remains vacant in excess of thirty (30) days, the Village will reimburse the owner for eighty percent (80%) of the rent lost for any portion of the next sixty (60) days where the unit remains vacant. The reimbursement will be based on the last rental amount received for the unit and be paid on a quarterly basis. The thirty (30) day time period specified above shall begin to run and the agent shall begin to market the unit either upon execution of authorization by the owner and the Village or upon the date the unit becomes

available, whichever is later. For each rental unit, the Village will provide rental reimbursement only once during a twelve month period.

The Owner shall inform the Village promptly, in a manner to be prescribed by the Village, as to any unit, which has been available for rent for thirty (30) or more days and has not been rented.

The Village may immediately discontinue the reimbursement to a specific unit if the owner refuses to make a rental to an apparently qualified applicant without a showing of reasonable cause to the Village. The monthly reimbursement for the unit discontinued from the service shall be prorated on a daily basis to the date of discontinuance.

Notice of discontinuance of the service as to a specific unit shall be in writing by either party and delivered by both regular and certified mail to the other party at the address contained in Paragraph 17 of this agreement.

Under the terms of this Agreement the maximum rental reimbursement for the building shall be \$10,000. Any rental reimbursement funds not used will revert to the Village.

14. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

15. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

16. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

17. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, in the case of the Owner.

18. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
326-34 S Austin Boulevard

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012
[Signature]
LAW DEPARTMENT

EXHIBIT I

Oak Park Model Lease Addendum

Address 326-34 S AUSTIN BOULEVARD

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.
- The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.
- No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

Inspection Form 2012

Apartment Address: _____

Unit _____

Bedroom Size: _____

Rent \$ _____

Owner/ Mgr/ Res.Mgr: _____

Keys status _____ K _____

Parking: \$ _____

Date	Approved	Rejected
1 st Inspection Date ___ / ___ /12	<input type="checkbox"/>	<input type="checkbox"/>
2 nd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>
3 rd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>

Date Approved

For _____

OPRHC _____ VOP _____

Comments _____

_____ will be completed by _____

Follow up: _____

Future improvements suggested to improve marketability: _____

*****Past Inspection History*****

Date last

Inspected: _____ Suggestions: _____

Completed on: _____

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

I(9)

Item Title: Resolution Authorizing the Execution of Marketing Services Agreement
MSA 1230-R with Rental Reimbursement.

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1230-R (336-50 S Austin Boulevard/8-12 Van Buren Street - a 41 unit building). The property owner is requesting a Marketing Services Agreement with Rental Reimbursement. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., business license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This application for Rental Reimbursement 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: (Account #; Balance; Cost of contract)

HPAC is recommending that the rental reimbursement for this building be capped at \$5,000 during the twelve month term which will reduce the remaining budgeted balance of \$22,700 to \$17,700. This program was budgeted under the General Fund, account no. 1001-46206-300-585653.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass

Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$70,000.00
101	Amicosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$80,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$54,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$5,000.00	\$5,000.00	\$48,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/505-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$28,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$18,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$8,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$100,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$90,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$80,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$60,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$20,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total

\$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPPHC/ Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-5 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$75,500.00
520	Michael Leavy	436-40 S Ridgeland/326-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$65,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$60,700.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	36	14.0	51	\$10,000.00	\$50,700.00
66	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$28,000.00
40	Oak Park Residence Corporation	1023-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	49	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	326 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Rose LLC	915-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	425 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total							\$80,000.00	



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

Owner OAK PARK INVESTORS, LLC
Building Address 336-50 S AUSTIN/8-12 VAN BUREN
Building Number 64
Application Date January 25, 2012

Community Relations Department

Chapter 13 Compliance Yes No N/A

Reason for any Concerns NONE

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Other Indebtedness Acct # 0702000767-00

JS
Initial 3.15.12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection 100% Building Inspection

Date 3/22/12
Date _____

Compliance Repairs Made Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days Did Not Complete Repairs on Schedule

Reason for any Concerns _____

AV
Initial
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
 Initial
2-21-12
 Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

JA
 Initial
3/29/2012
 Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

EM #128
 Initial
12MAR12
 Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
 Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

3/1/2012 **\$31,601.18**
 Date Paid Amount 1st Installment

Date Paid Amount 2nd installment

Reason for any Concerns

ES
 Initial
3/14/2012
 Date

RESOLUTION

AUTHORIZING EXECUTION OF MARKETING SERVICES AGREEMENT WITH RENTAL REIMBURSEMENT

MSA-1230-R

41 Units

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 funds in the current program year for rental reimbursement under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$22,700 of those funds are available for rental reimbursement.

b) The premises at 336-50 S Austin Boulevard/8-12 Van Buren Street consists of a multi-family dwelling with 41 units owned by Oak Park Investors, LLC, hereinafter referred to as "Owner(s)". The Owner(s) requested rental reimbursement payments to assist the Owner in affirmatively marketing their building. The rental reimbursement payments are made for vacant units within a building certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready, in accordance with the terms of the Marketing Services Agreement.

c) A copy of the Owner's Application is on file in the Housing Programs Division. The total cost of the rental reimbursement will not exceed \$5,000.

d) In exchange for the rental reimbursement, the Owner agrees to allow the Village to use its best efforts to affirmatively market units in the program and to comply with all other terms and conditions of the Marketing Services Agreement. The Oak Park Regional Housing Center shall affirmatively show units to clients which it prescreens in accordance with the Owner's reasonable tenant qualifications, but shall have no duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the owner or the owner's agent.

e) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program.

SECTION II

The Village Manager is hereby authorized and directed to enter into a Marketing Services Agreement MSA-1230-R with Oak Park Investors, LLC, Owner of the 41 unit apartment building at 336-50 S Austin Boulevard/8-12 Van Buren Street in Oak Park, conforming substantially to the agreement attached hereto and made a part hereof as Exhibit I.

SECTION III

The rental reimbursement payments shall be distributed only upon evidence that the unit is market ready.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

MARKETING SERVICES AGREEMENT
WITH RENTAL REIMBURSEMENT NOT TO EXCEED \$5,000
336-50 S AUSTIN BOULEVARD/8-12 VAN BUREN STREET
41 UNITS

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Oak Park Investors, LLC, c/o Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 336-50 S Austin Boulevard/8-12 Van Buren Street.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for one year ending on June 18, 2013 unless terminated pursuant to Section 16 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Oak Park Regional Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Pre-Marketing Inspection Procedures

The Owner shall notify the Village of all vacancies that become available. Within five (5) working days of the Owner's notification, the Village shall inspect the vacant unit. The Owner shall provide the Village with access to the unit for this purpose. After inspecting the unit, the Village will promptly prepare a written list of repairs which the Owner must make before the Village will approve the unit for marketing. The Owner agrees that the Village shall have the sole discretion to determine the availability of any unit for rental. The Owner, at his own expense, shall promptly make any repairs required by the Village to qualify the unit as "available" for rental. After the Owner completes the necessary repairs, the Owner shall notify the Village and the Village will promptly reinspect the unit for final approval.

After the Village issues its final approval of a unit, the Village and the Owner shall complete and execute a written authorization (attached hereto as Appendix B) to begin marketing the unit for rental, which the Village will deliver to the Housing Center.

By approving the unit for rental, the Village is not guaranteeing the safety of the unit, nor undertaking or assuming any duty to inspect the unit for safety, nor is it waiving its right to take any further code enforcement action which may become necessary at any time. Nothing in this Agreement shall be used or construed to create or impose a duty on the Village to any third parties. The Village specifically reserves and does not waive the immunities from civil liability contained in the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et. seq.

8. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

9. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement. The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

10. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

11. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

12. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling units as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

13. Rental Reimbursement

If any unit in the apartment building(s) remains vacant in excess of thirty (30) days, the Village will reimburse the owner for eighty percent (80%) of the rent lost for any portion of the next sixty (60) days where the unit remains vacant. The reimbursement will be based on the last rental amount received for the unit and be paid on a quarterly basis. The thirty (30) day time period specified above shall begin to run and the agent shall begin to market the unit either upon execution of authorization by the owner and the Village or upon the date the unit becomes

available, whichever is later. For each rental unit, the Village will provide rental reimbursement only once during a twelve month period.

The Owner shall inform the Village promptly, in a manner to be prescribed by the Village, as to any unit, which has been available for rent for thirty (30) or more days and has not been rented.

The Village may immediately discontinue the reimbursement to a specific unit if the owner refuses to make a rental to an apparently qualified applicant without a showing of reasonable cause to the Village. The monthly reimbursement for the unit discontinued from the service shall be prorated on a daily basis to the date of discontinuance.

Notice of discontinuance of the service as to a specific unit shall be in writing by either party and delivered by both regular and certified mail to the other party at the address contained in Paragraph 17 of this agreement.

Under the terms of this Agreement the maximum rental reimbursement for the building shall be \$5,000. Any rental reimbursement funds not used will revert to the Village.

14. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

15. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

16. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

17. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Oak Park Investors, LLC, c/o Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, in the case of the Owner.

18. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
336-50 S Austin Boulevard/8-12 Van Buren Street

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

EXHIBIT I

Oak Park Model Lease Addendum

Address 336-50 S AUSTIN BOULEVARD/8-12 VAN BUREN
STREET

Unit Number

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.

2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.

3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.

4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.

5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:

A. any unpaid rent; and/or
B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.

6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.

7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.
8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

Inspection Form 2012

Apartment Address: _____ Unit _____
 Bedroom Size: _____ Rent \$ _____
 Owner/ Mgr/ Res.Mgr: _____
 Keys status _____ K _____ Parking: \$ _____

Date	Approved	Rejected
1 st Inspection Date / /12	<input type="checkbox"/>	<input type="checkbox"/>
2 nd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>
3 rd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>

Date Approved
 For _____

OPRHC _____ VOP _____

Comments _____

 _____ will be completed by _____

Follow up: _____

Future improvements suggested to improve marketability: _____

*****Past Inspection History*****

Date last Inspected: _____ Suggestions: _____

Completed on: _____

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

I(10)


Item Title: Resolution Authorizing the Execution of Marketing Services Agreement
MSA 1231-R with Rental Reimbursement.

Resolution or Ordinance No. _____

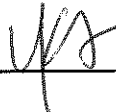
Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1231-R (1118-26 S Austin Boulevard - a 31 unit building). The property owner is requesting a Marketing Services Agreement with Rental Reimbursement. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., business license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This application for Rental Reimbursement 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: (Account #; Balance; Cost of contract)

HPAC is recommending that the rental reimbursement for this building be capped at \$7,700 during the twelve month term which will reduce the remaining budgeted balance of \$17,700 to \$10,000. This program was budgeted under the General Fund, account no. 1001-46206-300-585653.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPPHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$80,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Huning/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$50,000.00
222	Huning/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
283	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$30,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$28,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$18,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$8,000.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$150,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$90,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$80,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$70,000.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$50,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$40,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$30,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
586	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total

\$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Rental Reimbursement Recommendation	Budget Balance
					Evaluation Score (20 Points Max)	OPRHC/ Staff Score		
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$60,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$60,000.00
520	Michael Leavy	436-40 S Ridgeland/325-30 Madison	No	6	15.2	43	\$0.00	\$75,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,000.00
5	Oak Park Residence Corporation	15-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$65,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$65,000.00
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$50,700.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$43,000.00
253	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$38,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$28,000.00
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$25,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$15,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	36	\$0.00	\$0.00
560	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-16 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
551	Commercial Equity Corporation	426 Westley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total							\$80,000.00	



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

OAK PARK RESIDENCE CORP
Owner
1118-26 S AUSTIN BOULEVARD
Building Address
86
Building Number
January 23, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

ACT # 070204070-00
Other Indebtedness

HA
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection 100% Building Inspection

Date 3/22/12
Date A.V.

Compliance Repairs Made Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days Did Not Complete Repairs on Schedule

Reason for any Concerns _____
Initial _____
Date _____

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
 Initial
2-21-12
 Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SH
 Initial
3/29/2012
 Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

fr
 Initial
 Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
 Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

2/24/2012 \$13,922.02 ✓
 Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

JRS
 Initial
3/15/2012
 Date

RESOLUTION

AUTHORIZING EXECUTION OF MARKETING SERVICES AGREEMENT WITH RENTAL REIMBURSEMENT

MSA-1231-R

31 Units

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 funds in the current program year for rental reimbursement under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$17,700 of those funds are available for rental reimbursement.

b) The premises at 1118-26 S Austin Boulevard consists of a multi-family dwelling with 31 units owned by Oak Park Residence Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested rental reimbursement payments to assist the Owner in affirmatively marketing their building. The rental reimbursement payments are made for vacant units within a building certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready, in accordance with the terms of the Marketing Services Agreement.

c) A copy of the Owner's Application is on file in the Housing Programs Division. The total cost of the rental reimbursement will not exceed \$7,700.

d) In exchange for the rental reimbursement, the Owner agrees to allow the Village to use its best efforts to affirmatively market units in the program and to comply with all other terms and conditions of the Marketing Services Agreement. The Oak Park Regional Housing Center shall affirmatively show units to clients which it prescreens in accordance with the Owner's reasonable tenant qualifications, but shall have no duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the owner or the owner's agent.

e) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program.

SECTION II

The Village Manager is hereby authorized and directed to enter into a Marketing Services Agreement MSA-1231-R with Oak Park Residence Corporation, Owner of the 31 unit apartment building at 1118-26 S Austin Boulevard in Oak Park, conforming substantially to the agreement attached hereto and made a part hereof as Exhibit I.

SECTION III

The rental reimbursement payments shall be distributed only upon evidence that the unit is market ready.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

MARKETING SERVICES AGREEMENT
WITH RENTAL REIMBURSEMENT NOT TO EXCEED \$7,700
1118-26 S AUSTIN BOULEVARD
31 UNITS

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 1118-26 S Austin Boulevard.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for one year ending on June 18, 2013 unless terminated pursuant to Section 16 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Oak Park Regional Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Pre-Marketing Inspection Procedures

The Owner shall notify the Village of all vacancies that become available. Within five (5) working days of the Owner's notification, the Village shall inspect the vacant unit. The Owner shall provide the Village with access to the unit for this purpose. After inspecting the unit, the Village will promptly prepare a written list of repairs which the Owner must make before the Village will approve the unit for marketing. The Owner agrees that the Village shall have the sole discretion to determine the availability of any unit for rental. The Owner, at his own expense, shall promptly make any repairs required by the Village to qualify the unit as "available" for rental. After the Owner completes the necessary repairs, the Owner shall notify the Village and the Village will promptly reinspect the unit for final approval.

After the Village issues its final approval of a unit, the Village and the Owner shall complete and execute a written authorization (attached hereto as Appendix B) to begin marketing the unit for rental, which the Village will deliver to the Housing Center.

By approving the unit for rental, the Village is not guaranteeing the safety of the unit, nor undertaking or assuming any duty to inspect the unit for safety, nor is it waiving its right to take any further code enforcement action which may become necessary at any time. Nothing in this Agreement shall be used or construed to create or impose a duty on the Village to any third parties. The Village specifically reserves and does not waive the immunities from civil liability contained in the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et. seq.

8. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

9. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement. The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

10. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

11. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

12. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling units as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

13. Rental Reimbursement

If any unit in the apartment building(s) remains vacant in excess of thirty (30) days, the Village will reimburse the owner for eighty percent (80%) of the rent lost for any portion of the next sixty (60) days where the unit remains vacant. The reimbursement will be based on the last rental amount received for the unit and be paid on a quarterly basis. The thirty (30) day time period specified above shall begin to run and the agent shall begin to market the unit either upon execution of authorization by the owner and the Village or upon the date the unit becomes

available, whichever is later. For each rental unit, the Village will provide rental reimbursement only once during a twelve month period.

The Owner shall inform the Village promptly, in a manner to be prescribed by the Village, as to any unit, which has been available for rent for thirty (30) or more days and has not been rented.

The Village may immediately discontinue the reimbursement to a specific unit if the owner refuses to make a rental to an apparently qualified applicant without a showing of reasonable cause to the Village. The monthly reimbursement for the unit discontinued from the service shall be prorated on a daily basis to the date of discontinuance.

Notice of discontinuance of the service as to a specific unit shall be in writing by either party and delivered by both regular and certified mail to the other party at the address contained in Paragraph 17 of this agreement.

Under the terms of this Agreement the maximum rental reimbursement for the building shall be \$7,700. Any rental reimbursement funds not used will revert to the Village.

14. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

15. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

16. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

17. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Oak Park Residence Corporation, 21 South Boulevard, Oak Park, Illinois 60302, in the case of the Owner.

18. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
1118-26 S Austin Boulevard

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

Oak Park Model Lease Addendum

Address 1118-26 S AUSTIN BOULEVARD

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.
- The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.
- No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

Inspection Form 2012

Apartment Address: _____

Unit _____

Bedroom Size: _____

Rent \$ _____

Owner/ Mgr/ Res.Mgr: _____

Keys status _____ K _____

Parking: \$ _____

Date	Approved	Rejected
1 st Inspection Date ___ / ___ /12	<input type="checkbox"/>	<input type="checkbox"/>
2 nd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>
3 rd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>

Date Approved

For _____

OPRHC _____ VOP _____

Comments _____

_____ will be completed by _____

Follow up: _____

Future improvements suggested to improve marketability: _____

*******Past Inspection History*******

Date last

Inspected: _____ Suggestions: _____

Completed on: _____

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

IL(11)

Item Title: Resolution Authorizing the Execution of Marketing Services Agreement
MSA 1232-R with Rental Reimbursement.

Resolution or Ordinance No. _____


Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA 1232-R (146-54 N Humphrey Avenue - a 31 unit building). The property owner is requesting a Marketing Services Agreement with Rental Reimbursement. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., business license, loans, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This application for Rental Reimbursement 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: (Account #; Balance; Cost of contract)

HPAC is recommending that the rental reimbursement for this building be capped at \$10,000 during the twelve month term which will reduce the remaining budgeted balance of \$10,000 to \$0. This program was budgeted under the General Fund, account no. 1001-46206-300-585653.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm - Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE: Bill Berg, Aye
Peggy LaFleur Aye
Meredith Morris Aye
Patrick Diakite Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE: Bill Berg, Aye
 Peggy LaFleur Aye
 Meredith Morris Aye
 Patrick Diakite Aye
 Chair Glass Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$50,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$50,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$48,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$20,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$18,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$8,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$6,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$10,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$103,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$30,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$50,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$70,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$30,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
563	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00
Total									\$120,000.00

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPRHC/ Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$50,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$75,500.00
520	Michael Leavy	436-40 S Ridgeland/328-20 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$65,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$60,700.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$50,700.00
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$45,000.00
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$28,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/3-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.8	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
541	Berg Ross LLC	916-18 S Lombard Avenue	Yes	5	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total							\$80,000.00	



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

RIVERSIDE PROPERTY MANAGEMENT

Owner: 146-54 N HUMPHREY
Building Address: 263
Building Number: 2/10/12
Application Date:

Community Relations Department

Chapter 13 Compliance Yes No N/A

Reason for any Concerns: NONE
Initial: C.M.
Date: 2/27/12

Finance Department

Water Bill Current Yes No

Other Indebtedness: Acct # 0663 000875-00
Initial: M
Date: 3-15-12

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection

100% Building Inspection

Date: [Signature]
Date: 3-20-12

Compliance Repairs Made
 Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days
 Did Not Complete Repairs on Schedule

Reason for any Concerns: _____
Initial: _____
Date: _____

Historic Preservation

Historic District Yes No
 Landmark Yes No
 Contributing Structure Yes No
 Appropriate Scope of Work Yes No

Needs a COA - more detailed scope
 Reason for any Concerns

DRK
 Initial
2-21-12
 Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

JH
 Initial
3/29/2012
 Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

Initial
12 MAR 12
 Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
 Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

3/1/2012 \$35,664.62
 Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

has not attended regularly
 Reason for any Concerns

JH
 Initial
3/15/2012
 Date

RESOLUTION

AUTHORIZING EXECUTION OF MARKETING SERVICES AGREEMENT WITH RENTAL REIMBURSEMENT

MSA-1232-R
31 Units

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 funds in the current program year for rental reimbursement under the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. As of June 18, 2012, \$10,000 of those funds are available for rental reimbursement.

b) The premises at 146-54 N Humphrey Avenue consists of a multi-family dwelling with 31 units owned by The Humphrey Apartments, LLC, hereinafter referred to as "Owner(s)". The Owner(s) requested rental reimbursement payments to assist the Owner in affirmatively marketing their building. The rental reimbursement payments are made for vacant units within a building certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready, in accordance with the terms of the Marketing Services Agreement.

c) A copy of the Owner's Application is on file in the Housing Programs Division. The total cost of the rental reimbursement will not exceed \$10,000.

d) In exchange for the rental reimbursement, the Owner agrees to allow the Village to use its best efforts to affirmatively market units in the program and to comply with all other terms and conditions of the Marketing Services Agreement. The Oak Park Regional Housing Center shall affirmatively show units to clients which it prescreens in accordance with the Owner's reasonable tenant qualifications, but shall have no duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the owner or the owner's agent.

e) The application and property meet all of the guidelines of the Multi-Family Housing Incentives Program.

SECTION II

The Village Manager is hereby authorized and directed to enter into a Marketing Services Agreement MSA-1232-R with The Humphrey Apartments, LLC, Owner of the 31 unit apartment building at 146-54 N Humphrey Avenue in Oak Park, conforming substantially to the agreement attached hereto and made a part hereof as Exhibit I.

SECTION III

The rental reimbursement payments shall be distributed only upon evidence that the unit is market ready.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

MARKETING SERVICES AGREEMENT
WITH RENTAL REIMBURSEMENT NOT TO EXCEED \$10,000
146-54 N HUMPHREY AVENUE
31 UNITS

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and The Humphrey Apartments, LLC, c/o Riverside Property Management, LLC, 137 N Oak Park Avenue, Oak Park, Illinois 60301, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 146-54 N Humphrey Avenue.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for one year ending on June 18, 2013 unless terminated pursuant to Section ¹⁶ 15 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Oak Park Regional Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Pre-Marketing Inspection Procedures

The Owner shall notify the Village of all vacancies that become available. Within five (5) working days of the Owner's notification, the Village shall inspect the vacant unit. The Owner shall provide the Village with access to the unit for this purpose. After inspecting the unit, the Village will promptly prepare a written list of repairs which the Owner must make before the Village will approve the unit for marketing. The Owner agrees that the Village shall have the sole discretion to determine the availability of any unit for rental. The Owner, at his own expense, shall promptly make any repairs required by the Village to qualify the unit as "available" for rental. After the Owner completes the necessary repairs, the Owner shall notify the Village and the Village will promptly reinspect the unit for final approval.

After the Village issues its final approval of a unit, the Village and the Owner shall complete and execute a written authorization (attached hereto as Appendix B) to begin marketing the unit for rental, which the Village will deliver to the Housing Center.

By approving the unit for rental, the Village is not guaranteeing the safety of the unit, nor undertaking or assuming any duty to inspect the unit for safety, nor is it waiving its right to take any further code enforcement action which may become necessary at any time. Nothing in this Agreement shall be used or construed to create or impose a duty on the Village to any third parties. The Village specifically reserves and does not waive the immunities from civil liability contained in the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et. seq.

8. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

9. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement. The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

10. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

11. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

12. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling units as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

13. Rental Reimbursement

If any unit in the apartment building(s) remains vacant in excess of thirty (30) days, the Village will reimburse the owner for eighty percent (80%) of the rent lost for any portion of the next sixty (60) days where the unit remains vacant. The reimbursement will be based on the last rental amount received for the unit and be paid on a quarterly basis. The thirty (30) day time period specified above shall begin to run and the agent shall begin to market the unit either upon execution of authorization by the owner and the Village or upon the date the unit becomes

available, whichever is later. For each rental unit, the Village will provide rental reimbursement only once during a twelve month period.

The Owner shall inform the Village promptly, in a manner to be prescribed by the Village, as to any unit, which has been available for rent for thirty (30) or more days and has not been rented.

The Village may immediately discontinue the reimbursement to a specific unit if the owner refuses to make a rental to an apparently qualified applicant without a showing of reasonable cause to the Village. The monthly reimbursement for the unit discontinued from the service shall be prorated on a daily basis to the date of discontinuance.

Notice of discontinuance of the service as to a specific unit shall be in writing by either party and delivered by both regular and certified mail to the other party at the address contained in Paragraph 17 of this agreement.

Under the terms of this Agreement the maximum rental reimbursement for the building shall be \$10,000. Any rental reimbursement funds not used will revert to the Village.

14. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

15. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

16. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

17. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to The Humphrey Apartments, LLC, c/o Riverside Property Management, LLC, 137 N Oak Park Avenue, Oak Park, Illinois 60301, in the case of the Owner.

18. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
146-54 N Humphrey Avenue

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____
Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

EXHIBIT I

Oak Park Model Lease Addendum

Address 146-54 N HUMPHREY AVENUE

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.

5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.

6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.
- The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.
- No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

Inspection Form 2012

Apartment Address: _____

Unit _____

Bedroom Size: _____

Rent \$ _____

Owner/ Mgr/ Res.Mgr: _____

Keys status _____ K _____

Parking: \$ _____

Date	Approved	Rejected
1 st Inspection Date ___ / ___ /12	<input type="checkbox"/>	<input type="checkbox"/>
2 nd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>
3 rd Inspection Date	<input type="checkbox"/>	<input type="checkbox"/>

Date Approved

For _____

OPRHC _____ VOP _____

Comments _____

_____ will be completed by _____

Follow up: _____

Future improvements suggested to improve marketability: _____

*****Past Inspection History*****

Date last

Inspected: _____ Suggestions: _____

Completed on: _____

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

J(1)

Item Title: Resolution Authorizing the Execution of Marketing Services Agreement
MSA 1233

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office:



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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA1233 (229 Harrison Street - a 12 unit building). The property owner requested a Marketing Services Agreement *only*. This agreement is for a one-year term with no grant or rental reimbursement. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., business license, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This application for Rental Reimbursement 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: (Account #; Balance; Cost of contract)

There is no impact on the General Fund.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison	No	15	22.6	51	\$10,000.00	\$10,000.00	\$70,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$50,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$54,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$48,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth	No	50	18.4	38	\$10,000.00	\$10,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$28,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$18,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$9,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$5,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$100,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$30,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$50,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$75,000.00
226	Oak Park Residence Corporation	301-11 Harrison/301-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$50,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	61	\$10,000.00	\$10,000.00	\$40,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$30,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$10,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total

\$120,000.00

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPRHC/ Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$80,000.00
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$65,500.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$65,500.00
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$50,700.00
39	Don Rutledge	101B-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$43,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$39,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$28,000.00
22	Oak Park Residence Corporation	470-62 N Austin/9-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$25,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$15,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-05 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-16 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
226	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
551	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	8.8	23	\$0.00	\$0.00
Total							\$80,000.00	\$0.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

SCHUMAN CORPORATION
Owner
229 HARRISON STREET
Building Address
225
Building Number
February 8, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns
Initial C.M.
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 0533 000180-00 (L.K. MGMT)
Other Indebtedness
Initial BS
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection 3/22/12
Date
 100% Building Inspection Date

Compliance Repairs Made
 Working Toward Compliance Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days
 Did Not Complete Repairs on Schedule

Reason for any Concerns
Initial AV
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
Initial
2-21-12
Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SA
Initial
3/29/2012
Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

DRK
Initial
DMAN
Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/31/2012
Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

3/1/2012 **\$9,075.71**
Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

ES
Initial
3/15/2012
Date

RESOLUTION

AUTHORIZING EXECUTION OF MARKETING SERVICES AGREEMENT ONLY

MSA-1233
12 Units

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 operates the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity.

b) The premises at 229 Harrison Street consists of a multi-family dwelling with 12 units owned by Schuman Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent.

c) A copy of the Application is on file in the Housing Programs Division.

d) The Owner agrees to allow the Village to use its best efforts to affirmatively market units in the program and to comply with all other terms and conditions of this Marketing Services Agreement. The Oak Park Regional Housing Center shall affirmatively show units to clients which it prescreens in accordance with the Owner's reasonable tenant qualifications, but shall have no duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner.

SECTION II

The Village Manager is hereby authorized and directed to enter into a Marketing Services Agreement MSA-1233 with Schuman Corporation, owner of the 12 unit apartment building at 229 Harrison Street in Oak Park, conforming substantially to the agreement attached hereto and made a part hereof as Exhibit I.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

MARKETING SERVICES AGREEMENT
229 HARRISON STREET
12 UNITS

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 229 Harrison Street.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for one year ending on June 18, 2013 unless terminated pursuant to Section 14 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Oak Park Regional Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay

all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

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

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

13. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

14. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written

notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

15. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, in the case of the Owner.

16. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
229 Harrison Street

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

REVIEWED AND APPROVED
AS TO FORM

Teresa Powell
Village Clerk

JUN 12 2012

LAW DEPARTMENT

EXHIBIT I

Oak Park Model Lease Addendum

Address 229 HARRISON STREET

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.

10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.

12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.

13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

J(2)

**Item Title: Resolution Authorizing the Execution of Marketing Services Agreement
MSA 1234**

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office: _____

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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA1234 (124-30 Washington Boulevard - a 32 unit building). The property owner requested a Marketing Services Agreement **only**. This agreement is for a one-year term with no grant or rental reimbursement. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., business license, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This application for Rental Reimbursement 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: (Account #; Balance; Cost of contract)

There is no impact on the General Fund.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm – Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$80,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	18.8	40	\$6,000.00	\$6,000.00	\$60,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$48,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$38,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$28,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$16,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$5,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Village of Oak Park
Housing Programs Division

Multi-Family Housing Incentives Program
2012 Applications

Housing Programs Advisory Committee Review
May 2, 2012

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$90,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$80,000.00
226	Oak Park Residence Corporation	301-11 Harrison/301-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$70,000.00
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$60,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$50,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$40,000.00
541	Swell, Inc.	417-18 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$20,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$0.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total \$120,000.00

Multi-Family Housing Incentives Program
2012 Applications

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC		Rental		Budget Balance
					Evaluation Score (20 Points Max)	OPRHC/ Staff Score	Reimbursement Recommendation	Reimbursement	
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$80,000.00	
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$80,000.00	
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00	
20	Schuman Corporation	450-50 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,500.00	
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$80,700.00	
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	14.0	51	\$10,000.00	\$50,700.00	
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$43,000.00	
39	Don Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00	
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$28,000.00	
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00	
22	Oak Park Residence Corporation	470-82 N Austin/9-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00	
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00	
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00	
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00	
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00	
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00	
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	48	\$0.00	\$0.00	
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00	
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00	
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00	
573	Mother & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00	
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	29	10.4	43	\$0.00	\$0.00	
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00	
341	Berg Ross LLC	916-18 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00	
225	Schuman Corporation	229 Hartison Street	Yes	12	10.0	49	\$0.00	\$0.00	
651	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.6	23	\$0.00	\$0.00	
Total								\$80,000.00	



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

SCHUMAN CORPORATION
Owner
124-30 WASHINGTON BOULEVARD
Building Address
585
Building Number
February 8, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 0702000942-00
Other Indebtedness

JS
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection Normal Annual Building Inspection

Date SLH
4-27-12

100% Building Inspection

Compliance Repairs Made

Working Toward Compliance
Under Agreed Time Extensions

Non-Compliance Did Not Respond Within 30 Days

Did Not Complete Repairs on Schedule

Reason for any Concerns

Initial
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK
 Initial
2-21-12
 Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

SA
 Initial
3/29/2012
 Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

EXTERIOR / DAY

PA 407/5517
 Initial
11 MAR 12
 Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/21/2012
 Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

3/11/2012 \$ 24,788.50
 Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

Reason for any Concerns

JR
 Initial
3/15/2012
 Date

RESOLUTION

AUTHORIZING EXECUTION OF MARKETING SERVICES AGREEMENT ONLY

MSA-1234

32 Units

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 operates the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity.

b) The premises at 124-30 Washington Boulevard consists of a multi-family dwelling with 32 units owned by Schuman Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent.

c) A copy of the Application is on file in the Housing Programs Division.

d) The Owner agrees to allow the Village to use its best efforts to affirmatively market units in the program and to comply with all other terms and conditions of this Marketing Services Agreement. The Oak Park Regional Housing Center shall affirmatively show units to clients which it prescreens in accordance with the Owner's reasonable tenant qualifications, but shall have no duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner.

SECTION II

The Village Manager is hereby authorized and directed to enter into a Marketing Services Agreement MSA-1234 with Schuman Corporation, owner of the 32 unit apartment building at 124-30 Washington Boulevard in Oak Park, conforming substantially to the agreement attached hereto and made a part hereof as Exhibit I.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

MARKETING SERVICES AGREEMENT
124-30 WASHINGTON BOULEVARD
32 UNITS

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 124-30 Washington Boulevard.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for one year ending on June 18, 2013 unless terminated pursuant to Section 14 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Oak Park Regional Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay

all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

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

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

13. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

14. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written

notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

15. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Schuman Corporation, P O Box 5919, River Forest, Illinois 60305, in the case of the Owner.

16. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
124-30 Washington Boulevard

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012
[Signature]
LAW DEPARTMENT

EXHIBIT I

Oak Park Model Lease Addendum

Address 124-30 WASHINGTON BOULEVARD

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.
- The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.
- No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

J(3)

**Item Title: Resolution Authorizing the Execution of Marketing Services Agreement
MSA 1235**

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office: _____

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

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 May 2, 2012 and recommended for approval.

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

The Housing Programs Division administers the Multi-family Housing Incentives Program, which was established by Ordinance in 1984. The program is open to multi-family buildings with four or more units. The program has two major purposes: (1) to upgrade the physical conditions of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity. The program has three different types of assistance: (1) Grants which are limited to the lesser of \$10,000 or \$1,000 per unit; (2) Rental Reimbursement payments for vacant units certified by the Housing Programs Division and the Oak Park Regional Housing Center as market ready within a participating building; and (3) Marketing Services whereby the Oak Park Regional Housing Center affirmatively markets their units.

On January 3, 2012, the Village issued a Request for Applications to all owners of multi-family buildings to apply for the grants, rental reimbursement and/or Marketing Services Agreements of the program. On May 2, 2012, the Housing Programs Advisory Committee (HPAC) reviewed the submitted applications.

MSA1235 (328 Wisconsin Avenue - a 12 unit building). The property owner requested a Marketing Services Agreement **only**. This agreement is for a one-year term with no grant or rental reimbursement. Attached is the Village Sign-off Sheet confirming that the owner is current with municipal obligations, i.e., business license, taxes, code, water billing and Community Relations reports.

Staff Commentary (If applicable or different than Commission):

This application for Rental Reimbursement 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: (Account #; Balance; Cost of contract)

There is no impact on the General Fund.

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

The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings.

Proposed Recommended Action:

Approve the Resolution.

Approved Minutes of
Special Meeting
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
May 2, 2012
7:00 pm - Room 101

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:09 pm.

ROLL CALL:

PRESENT: Steven Glass, Bill Berg, Peggy LaFleur, Meredith Morris, and Patrick Diakite

STAFF PRESENT: Tammie Grossman, Housing Programs Manager; Jeff Richardson, Housing Programs Coordinator

ALSO PRESENT: Tyrell Stewart, Rob Breymaier, Meg Hermann, and Michael Stewart

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of April 18, 2012 as drafted, seconded by Mr. Berg and passed by unanimous voice vote.

Multi-Family Housing Incentives Program Applications Scoring: The Committee reviewed a spread sheet of the individual member's scores for each of the MFHIP applications. Where there seemed to be a wide variation in scores, each member of the committee reviewed their individual scoring sheet for accuracy. On occasion, scores were adjusted by individual members due to math errors or inaccurate assumptions such as failing to account for new participant status.

Grant awards:

The Committee then entered their adjusted scores into the spread sheet. After much discussion, the Committee decided to award grant funds to applicants in ranked order until the budgeted amount was exhausted. Ms. Morris then moved that the committee agree to award the grants as reflected in the spreadsheets entitled Building Grant and Unit Grant Worksheet and attached hereto and was seconded by Mr. Berg.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye

Chair Glass Aye

Rental Reimbursement: The Committee then reviewed the Rental Reimbursement spreadsheet. After much discussion, the Committee decided to cap rental reimbursement awards should at \$10,000 per building. In addition, the Committee determined that any building with a self-reported historic turnover under 5% should not be funded because the opportunity to impact the diversity of the building would not exist given the low tenant turnover. Finally, the Committee agreed that it was inconsistent with the goals of the Community Development Block Grant program to award rental reimbursement to a building that is a current participant in the Small Rental Housing rehab program given this program's requirement of renting to income qualified households. This applied to only one application. The Committee then made the appropriate adjustments into the Spreadsheet. Mr. Berg then moved that the committee agree to award the rental reimbursement amounts as reflected in the spreadsheet entitled Rental Reimbursement Worksheet and attached hereto and was seconded by Ms. LaFleur.

ROLL CALL VOTE:	Bill Berg,	Aye
	Peggy LaFleur	Aye
	Meredith Morris	Aye
	Patrick Diakite	Aye
	Chair Glass	Aye

OTHER BUSINESS: Chair Glass reminded the committee that the next regular HPAC meeting is still set for May 16, 2012.

ADJOURNMENT (voice vote): Meeting adjourned at 9:32 pm.

Respectfully submitted,
Tammie Grossman
Staff Liaison

Multi-Family Housing Incentives Program
2012 Applications

Building Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
209	Oak Park Residence Corporation	17-21 Harrison/906-08 S Humphrey	No	15	22.6	51	\$10,000.00	\$10,000.00	\$30,000.00
101	Ambrosino Management	312-18 Chicago Avenue	No	24	21.2	30	\$10,000.00	\$10,000.00	\$70,000.00
221	Hunting/Fausch	140 Harrison Street	No	6	19.8	40	\$6,000.00	\$6,000.00	\$30,000.00
222	Hunting/Fausch	142-44 Harrison Street	No	6	19.0	40	\$6,000.00	\$6,000.00	\$54,000.00
292	Oak Park Residence Corporation	201-11 S Kenilworth/905-11 Pleasant	No	50	18.4	38	\$10,000.00	\$10,000.00	\$46,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	18.2	48	\$10,000.00	\$10,000.00	\$36,000.00
516	Thomas Distasio	427 N Ridgeland Avenue	No	12	18.0	34	\$10,000.00	\$10,000.00	\$26,000.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	23	14.0	43	\$10,000.00	\$10,000.00	\$16,000.00
288	Frida Freudman	125 S Kenilworth Avenue	Yes	17	13.6	45	\$10,000.00	\$8,000.00	\$0.00
311	Scharf, Griffith, Griffith	112-14 Lake Street	Yes	6	12.8	42	\$5,000.00	\$0.00	\$0.00
Total								\$80,000.00	

Village of Oak Park
Housing Programs Division

Housing Programs Advisory Committee Review
May 2, 2012

Multi-Family Housing Incentives Program
2012 Applications

Unit Grant Worksheet

Building Number	Owner	Building Address	Previous Participant	No Units	HPAC Evaluation Score (35 Points Max)	OPRHC/ Staff Score (75 Max)	Grant Request	HPAC Grant Recommendation	Budget Balance
12	Oak Park Residence Corporation	302-04 N Austin/2-12 Pleasant	No	19	21.2	50	\$10,000.00	\$10,000.00	\$120,000.00
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	20.8	63	\$10,000.00	\$10,000.00	\$110,000.00
538	Oak Park Residence Corporation	37-49 South Blvd/103-11 S Humphrey	No	52	20.8	42	\$10,000.00	\$10,000.00	\$100,000.00
71	Oak Park Residence Corporation	514-16 S Austin Boulevard	No	13	20.6	50	\$10,000.00	\$10,000.00	\$90,000.00
270	Oak Park Residence Corporation	41-47 Iowa/543-45 N Humphrey	No	15	19.0	54	\$10,000.00	\$10,000.00	\$90,000.00
226	Oak Park Residence Corporation	301-11 Harrison/901-09 Highland	No	22	17.6	48	\$10,000.00	\$10,000.00	\$70,000.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	17.4	55	\$10,000.00	\$10,000.00	\$50,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	38	17.0	51	\$10,000.00	\$10,000.00	\$50,000.00
65	Oak Park Residence Corporation	400-04 S Austin/7 Van Buren	Yes	12	16.0	54	\$10,000.00	\$10,000.00	\$45,000.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	15.6	43	\$10,000.00	\$10,000.00	\$30,000.00
11	Oak Park Residence Corporation	232-34 N Austin/5-9 Pleasant	Yes	15	15.6	48	\$10,000.00	\$10,000.00	\$20,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	15.6	52	\$10,000.00	\$10,000.00	\$10,000.00
585	Schuman Corporation	124-30 Washington Boulevard	Yes	32	14.4	48	\$10,000.00	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	Yes	12	14.2	24	\$10,000.00	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	13.0	49	\$10,000.00	\$0.00	\$0.00
276	Armand DiBenedetto	1027-29 S Humphrey	Yes	4	12.0	43	\$4,000.00	\$0.00	\$0.00

Total \$120,000.00

Village of Oak Park
Housing Programs Division

Multi-Family Housing Incentives Program
2012 Applications

Housing Programs Advisory Committee Review
May 2, 2012

Rental Reimbursement Worksheet

Building Number	Owner/Applicant	Building Address	Previous Participant	No Units	HPAC Evaluation Score (20 Points Max)	OPRRHC Staff Score	Rental Reimbursement Recommendation	Budget Balance
43	Oak Park Residence Corporation	1100-02 N Austin/2-6 Thomas	No	14	17.8	63	\$0.00	\$80,000.00
37	Oak Park Residence Corporation	1000 N Austin/2-4 Augusta	Yes	10	16.0	61	\$4,500.00	\$80,000.00
520	Michael Leavy	436-40 S Ridgeland/328-30 Madison	No	6	15.2	43	\$0.00	\$75,500.00
20	Schuman Corporation	450-60 N Austin Boulevard	Yes	43	14.4	55	\$10,000.00	\$75,500.00
5	Oak Park Residence Corporation	16-24 N Austin Boulevard	Yes	31	14.2	54	\$4,800.00	\$65,000.00
10	Schuman Corporation	206-14 N Austin Boulevard	Yes	36	14.0	51	\$10,000.00	\$60,700.00
86	Oak Park Residence Corporation	1118-26 S Austin Boulevard	Yes	31	13.8	55	\$7,700.00	\$45,000.00
39	Dori Rutledge	1018-20 N Austin Boulevard	Yes	7	13.4	50	\$5,000.00	\$38,000.00
263	Riverside Property Management	146-54 N Humphrey Avenue	No	31	13.4	48	\$10,000.00	\$28,000.00
40	Oak Park Residence Corporation	1022-24 N Austin Boulevard	Yes	13	13.0	63	\$3,000.00	\$25,000.00
22	Oak Park Residence Corporation	470-92 N Austin/3-11 Ontario	Yes	41	12.6	54	\$10,000.00	\$15,000.00
63	Schuman Corporation	326-34 S Austin Boulevard	Yes	32	12.6	52	\$10,000.00	\$5,000.00
29	West Suburban Management	728-34 N Austin/1-3 Chicago	Yes	10	12.4	52	\$0.00	\$5,000.00
64	Oak Park Investors, LLC	336-50 S Austin/8-12 Van Buren	Yes	41	12.0	49	\$5,000.00	\$0.00
141	Pat O'Brien	421 S Elmwood Avenue	Yes	26	11.6	43	\$0.00	\$0.00
81	M & M Property Management	1000-06 S Austin Boulevard	Yes	25	11.4	50	\$0.00	\$0.00
565	Schuman Corporation	124-30 Washington Boulevard	Yes	32	11.4	49	\$0.00	\$0.00
541	Swell, Inc.	417-19 South Boulevard	Yes	19	11.4	43	\$0.00	\$0.00
117	M & M Property Management	901-11 Clinton Avenue	No	24	10.8	38	\$0.00	\$0.00
660	GLA Bon Villa LLC	320 Wisconsin Avenue	No	93	10.6	18	\$0.00	\$0.00
573	Mether & Son Investments	12 Washington Boulevard	Yes	47	10.4	41	\$0.00	\$0.00
245	Schuman Corporation	417-21 S Harvey Avenue	Yes	29	10.4	43	\$0.00	\$0.00
663	Commercial Equity Corporation	328 Wisconsin Avenue	No	12	11.2	24	\$0.00	\$0.00
341	Berg Ross LLC	916-16 S Lombard Avenue	Yes	6	10.0	44	\$0.00	\$0.00
225	Schuman Corporation	229 Harrison Street	Yes	12	10.0	49	\$0.00	\$0.00
551	Commercial Equity Corporation	426 Wesley Avenue	Yes	11	6.8	23	\$0.00	\$0.00
Total							\$80,000.00	\$0.00



Multi-Family Building Sign-Off Sheet

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Multi-Family Housing Incentives Program

COMMERCIAL EQUITY CORPORATION
Owner
328 WISCONSIN AVENUE
Building Address
663
Building Number
January 13, 2012
Application Date

Community Relations Department

Chapter 13 Compliance Yes No N/A

NONE
Reason for any Concerns

C.M.
Initial
2/27/12
Date

Finance Department

Water Bill Current Yes No

Acct # 070200943-01 (328 Bldg Mgmt Acct)

Other Indebtedness

bs
Initial
3-15-12
Date

Building and Property Standards Department

Most Recent Building Inspection

Normal Annual Building Inspection

Date 3-22-11

100% Building Inspection

Date _____

Compliance

Repairs Made

Working Toward Compliance
Under Agreed Time Extensions

Non-Compliance

Did Not Respond Within 30 Days

Did Not Complete Repairs on Schedule

Reason for any Concerns

no
Initial
3-21-12
Date

Historic Preservation

Historic District Yes No

Landmark Yes No

Contributing Structure Yes No

Appropriate Scope of Work Yes No

Reason for any Concerns

DRK

Initial

2-21-12

Date

Administrative Adjudication

Outstanding Tickets or Judgments Yes No

Reason for any Concerns

DA

Initial

3/29/2012

Date

Police Department

Concerns regarding activity at this building Yes No

Reason for any Concerns

DR

Initial

3-7-12

Date

Housing Programs Division

Current Multi-Family Dwelling License Yes No

10/01/2012
Expiration Date

Management Seminar Attendance Yes No

Current Property Taxes Yes No

2/11/2012 \$11,144.87 ✓
Date Paid Amount 1st Installment

Date Paid Amount 2nd Installment

No attendance prior to 2011
Reason for any Concerns

EL

Initial

3/15/2011

Date

RESOLUTION

AUTHORIZING EXECUTION OF MARKETING SERVICES AGREEMENT ONLY

MSA-1235
12 Units

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 operates the Multi-family Housing Incentives program which was established by ordinance in 1984. The program is open to multi-family buildings with four (4) or more units. The program has two major purposes: (1) to upgrade the physical condition of multi-family buildings; and (2) to expand the housing choices of renters to encourage diversity.

b) The premises at 328 Wisconsin Avenue consists of a multi-family dwelling with 12 units owned by Commercial Equity Corporation, hereinafter referred to as "Owner(s)". The Owner(s) requested a Marketing Services Agreement to assist the Owner in affirmatively marketing the units by being able to engage the services of the Village's Marketing Services Agent.

c) A copy of the Application is on file in the Housing Programs Division.

d) The Owner agrees to allow the Village to use its best efforts to affirmatively market units in the program and to comply with all other terms and conditions of this Marketing Services Agreement. The Oak Park Regional Housing Center shall affirmatively show units to clients which it prescreens in accordance with the Owner's reasonable tenant qualifications, but shall have no duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner.

SECTION II

The Village Manager is hereby authorized and directed to enter into a Marketing Services Agreement MSA-1235 with Commercial Equity Corporation, owner of the 12 unit apartment building at 328 Wisconsin Avenue in Oak Park, conforming substantially to the agreement attached hereto and made a part hereof as Exhibit I.

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

MARKETING SERVICES AGREEMENT
328 WISCONSIN AVENUE
12 UNITS

This Agreement is entered into this 18th day of June 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, "the Village" and Commercial Equity Corporation, 328 Wisconsin Avenue, Oak Park, Illinois 60302, "the Owner(s)," as owners and/or managers of the following multiple family building containing four or more dwelling units within the Village of Oak Park: 328 Wisconsin Avenue.

1. Owner's Agreement to Market Vacant Units

In order to promote racial diversity within the Village of Oak Park, the Owner shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village's designated marketing agent (the Housing Center).

2. Term

This Agreement is effective upon its execution and shall continue for one year ending on June 18, 2013 unless terminated pursuant to Section 14 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Oak Park Regional Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement. The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the

Owner of any change in its designated agent and all references in this agreement to the Oak Park Regional Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner may use its own marketing efforts in addition to those provided in this Agreement.

5. Non-Discrimination

Both parties agree that nothing in this Agreement shall be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choices on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the program. However, the Village shall at all times follow the provisions and purposes of the Village of Oak Park "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in its written authorization to begin marketing the unit. However neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened affirmative clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement.

The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the

Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Division may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may chose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this agreement, except for the willful misconduct of the Owner or its agent, and to pay

all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

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

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner, its employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

13. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express written approval.

14. Termination

If either party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written

notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village of Oak Park.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement.

15. Notices

Written notices required under this Agreement shall be to the Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, in the case of the Village and to Commercial Equity Corporation, 328 Wisconsin Avenue, Oak Park, Illinois 60302, in the case of the Owner.

16. Joint and Several Obligations

All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER and/or MANAGER OF:
328 Wisconsin Avenue

Date

BY _____

Date

BY _____

VILLAGE OF OAK PARK

Date

BY _____

Cara Pavlicek
Interim Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012

LAW DEPARTMENT

EXHIBIT I

Oak Park Model Lease Addendum

Address 328 WISCONSIN AVENUE

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.
- The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.
10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.
11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.
- No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

K

Item Title: Resolution Authorizing Execution of Subordination of Lien: MSA 0917-G

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review:

Department Director Name:


Tammie Grossman

Village Manager's Office:



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

The Community Planning Housing Programs Division administers the Multi-Family Housing Incentives Program (a/k/a DAP), which was established by Ordinance in 1984. The Multi-Family Housing Incentives Program is a program of grants and loans for owners of multi-family buildings with four or more units. The purpose of the program is to allow owners to upgrade the physical condition of multi-family buildings, and to expand the housing choices of renters to encourage diversity. To accomplish these purposes, the Village awards eligible property owners a grant and/or loan, and in return, the owners enter into a Marketing Services Agreement which requires the owner to market the building's rental units with the Oak Park Housing Center.

The Village records Multi-Family Housing Incentives grants as a forgivable mortgage lien against the property, with the purchase mortgage having priority over the Village's lien. When the grant term expires the mortgage is released. We record the grant as a mortgage so that we have an enforcement mechanism should the owner not comply with the Marketing Services Agreement. If an owner does not fully cooperate with the Marketing Services Agreement, one option would be to cancel the grant and seek reimbursement.

During the grant term, a building owner may seek to refinance their purchase mortgage. When a property is refinanced, the original purchase loan is paid off and the mortgage lien released. Ordinarily, this would mean that the next lien recorded against the property, the Village's lien, would take first priority. However, lenders will not refinance a principal mortgage unless their new mortgage lien has first priority against the title. In this situation, the lender and the property owner request that the Village agree to subordinate its lien so that it remains in second place against the title.

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

On September 8, 2009, the Village awarded the owner of 1196 S Kenilworth Avenue a Multi-Family Incentives Program grant in the amount of \$5,000 and the Marketing Service Agreement expires on September 8, 2014.

The owners are refinancing their first mortgage for a new \$156,000 mortgage, and request that the Village subordinate its loan to the new mortgage. The current adjustable rate mortgage is at 6.75%; the new mortgage will be at 5.75% for five years. The property is appraised at \$315,000. The new first mortgage of \$156,000 and the Village mortgage of \$5,000 equal total debt of \$161,000, leaving 48.88% equity in the property.

Attached is a Resolution and Subordination of Lien. The owner is up to date with municipal obligations, i.e., dwelling license, property taxes, water billing and Community Relations reports.

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

None.

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

There is no impact on the General Fund. Staff time to prepare the subordination and assignment are the only cost to the Village. This is a normal function of portfolio management.

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

If the Village did not approve this Subordination of Lien, either the owner would be unable to obtain their new financing, or the owner would have to repay the grant funds which would normally be forgiven after five years of successful program participation.

Proposed Recommended Action:

Approve the Resolution.

**RESOLUTION AUTHORIZING SUBORDINATION
OF LIEN ON PROPERTY LOCATED AT
1196 S Kenilworth Avenue**

Whereas, the Village of Oak Park's Multi-Family Housing Incentives Program authorizes the Village to make matching grants to owners of multi-family apartment buildings for the purposes of rehabilitating the property. In return, grant recipients are required to enter into a Marketing Services Agreement which requires that the units be marketed through the Oak Park Regional Housing Center to encourage racial diversity among residents; and

Whereas, Multi-Family Housing Incentives Grants are supported by an Installment Note and a forgivable Mortgage which is recorded against the property to insure that the terms of the Marketing Services Agreement are followed; and

Whereas, the Village awarded a Five Thousand Dollars (\$5,000.00) Multi-Family Housing Incentives Grant to Theodore Jacobs as owner of a five unit multifamily building located at 1196 S Kenilworth Avenue; and

Whereas, Theodore Jacobs entered into an Installment Note for \$5,000.00 dated September 8, 2009; and

Whereas, Theodore Jacobs entered into Marketing Services Agreement MSA-0917-G with the Village, which expires on September 8, 2014; and

Whereas, the Mortgage supporting the Village's Multi-Family Housing Incentives Grant was recorded against the subject property with the Cook County Recorder of Deeds as Document # 0931048055; and

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

Whereas, Theodore Jacobs desires to refinance the first mortgage on the property; and

Whereas, Theodore Jacobs has applied for and been conditionally approved for a mortgage by Forest Park National Bank & Trust Co. conditioned on the mortgage being the first lien on the property; and

Whereas, it is in the best interests of the Village to enter into a Subordination of Lien for the purpose of allowing Theodore Jacobs to obtain a new first mortgage, provided they continue to rehabilitate it in accordance with the terms of the original grant, Installment Note and Marketing Services Agreement.

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

SECTION 1: FINDINGS

The foregoing recitals are incorporated herein as findings of fact.

SECTION 2:

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

SECTION 3:

The Village Manager is authorized and directed to endorse the Village's Installment Note for the subject property with the following recital: "This Note in the amount of \$5,000.00 is secured by a Mortgage with is junior and subordinate to the lien of that certain Mortgage document dated _____ from Forest Park National Bank & Trust Co.

SECTION 4:

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

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 18th day of June, 2012.

David G. Pope
Village President

Attest:

Teresa Powell
Village Clerk

PIN: 16-18-328-035-0000

Subordination of Lien

WHEREAS, Theodore R. Jacobs, by Mortgage dated September 8, 2009, recorded in Office of the Cook County, Illinois Recorder of Deeds on November 6, 2009 as document number 0931048055, conveyed to the Village of Oak Park, the following legally described premises:

THE SOUTH 42 FEET OF LOT 12 IN BLOCK 8 OF WALTER S. DRAY'S ADDITION TO OAK PARK, A SUBDIVISION OF LOTS 5 TO 7 OF MCGRAW'S SUBDIVISION OF PART OF LOT 7 OF B.F. JERVIS' SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4) IN COOK COUNTY, ILLINOIS

Permanent Real Estate Index Number: 16-18-328-035-0000

Common Address: 1196 S Kenilworth Avenue, Oak Park, Illinois 60304

to secure an Installment Note for Five Thousand and No/100 Dollars (\$5,000.00) with interest payable as therein provided, and

WHEREAS, Theodore R. Jacobs, by Mortgage, dated _____, 2012 and recorded in the Office of the Cook County Recorder of Deeds as Document Number _____, conveyed to Forest Park National Bank & Trust Co., as Mortgagee, the same above described premises to secure an Installment Note for One Hundred Fifty-Six Thousand and no/100 Dollars (\$156,000.00) with interest, payable as therein provided; and

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

WHEREAS, the Village of Oak Park wishes to subordinate its Mortgage lien to the Forest Park National Bank & Trust Co. Mortgage lien recorded as Document No. _____ on _____ in the Office of the Cook County Recorder of Deeds.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to it in hand paid, the Village of Oak Park covenants and agrees with Forest Park National Bank & Trust Co. that the Village of Oak Park's above described Mortgage lien and the Installment Note which it secures shall be and remain at all times a second lien upon the above described premises subject to the above described Forest Park National Bank & Trust Co. Mortgage lien of \$156,000.00 for all advances made or to be made on the note secured by the Forest Park National Bank & Trust Co. Mortgage and for all other purposes specified therein.

WITNESS, the Village of Oak Park has caused this Subordination to be signed by its duly authorized officer and attested by a Notary Public this 18th day of June, 2012.

ATTEST:

VILLAGE OF OAK PARK

BY: _____

Teresa Powell, Village Clerk

TITLE: Village President

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

Given my hand and Notarial Seal _____
(Date)

REVIEWED AND APPROVED
AS TO FORM

JUN 12 2012
David Pope
LAW DEPARTMENT

(Notary Public)

Deliver to: Recorder's Office Box No. 321

EXHIBIT A

L

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Motion to Accept Recommendation to Deny Parking Restriction Changes along the Randolph Crossing Condominium Building

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

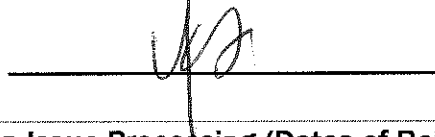
Staff Review:

Interim Parking Manager:



Jill Velan

Village Manager's Office:



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

Transportation Commission Meeting
February 27, 2012

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

The Transportation Commission held a hearing on February 27, 2012 and unanimously passed a motion to deny a petition to replace the existing No Parking 8AM-10AM, One Day Per Week street maintenance restriction with a daytime Resident Permit Parking only restriction along the Randolph Crossing Condominium building located at 608-610 Randolph Street/241-245 S East Avenue.

It was initially at the August 9, 2010 meeting when the Transportation Commission approved a motion to establish a Resident Permit Parking 8AM-10AM Monday-Friday restriction in front of the Randolph Crossing Condominiums to replace the No Parking 8AM-10AM Monday-Friday restriction. In preparing to forward the Transportation Commission recommendation to the Village Board, staff identified Village Ordinance 1995-R-152 (Exhibit D) that established the No Parking 8AM-10AM, One Day Per Week restriction along the subject location. In view of this new information, staff re-opened the discussion on this item with the Transportation Commission at its August 23, 2010 meeting. A new motion was then made to replace the motion on this issue that was voted on and passed at the Commission's August 9, 2010 meeting. A motion to replace the existing No Parking 8AM-10AM Monday - Friday restriction with a No Parking 8AM-10AM, One Day Per Week restriction was approved at this meeting. Subsequently, this item was approved by the Village Board at its January 3, 2011 meeting, and the sign changes were implemented in March 2011.

To date, since the aforementioned changes were made, residents have continued to advocate for the daytime Resident Permit Parking only restriction due to increased parking activity along their property. As a result, at the direction of the Transportation Commission, staff completed a parking survey of the area in order to determine the impact of the parking changes and to ascertain whether the block meets the Village's guidelines for establishing the Resident Permit Parking restriction. The parking survey results provided herein was presented at the February 27, 2012 Transportation Commission meeting. The 11 surveys, performed at various daytime hours from February 10, 2012 thru February 24, 2012, revealed that the area in question did not meet the Village's Guidelines for establishing Permit Parking as described in Section VII A (Exhibit D). Based on these results, the Transportation Commission recommended against changes to the existing restriction.

Currently, the Transportation Commission has directed staff to investigate other alternatives to address the parking issues in this area. As part of this review, staff conducted an additional parking survey in May 2012 for which the streets in question still did not meet the guidelines for residential permit parking. The Transportation Commission and staff will be meeting with the area residents to determine if a new solution can be found.

Staff Commentary (If applicable or different than Commission):

Staff concurs with the Transportation Commissions' recommendation.

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

None.

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

Staff recommends that the existing condition remains as has created shared parking opportunities amongst the residents and other citizenry.

Proposed Recommended Action:

Motion to Accept Recommendation to Deny Parking Restriction Changes along the Randolph Crossing Condominium building.

Exhibits included in this Agenda Item Commentary Are:

- 1) Exhibit A - Maps of the Area
- 2) Exhibit B - Parking Survey Results
- 3) Exhibit C - Village Ordinance 1995-R-152
- 4) Exhibit D - Village Guidelines for Resident Permit Parking
- 5) Exhibit E - Petition from Residents

Approved Meeting Minutes
Transportation Commission
Monday, February 27, 2012
Council Chambers - Village Hall

Call To Order And Roll Call

Chair Jack Chalabian called the meeting to order at 7:00 PM.

Present: Charles Frangos, Lee Lazar, Jack Chalabian, Craig Chesney, John Dagnon

Absent: Laszlo Medgyesy

Staff: Tina Brown, Delia Tamas, Mike Koperniak, Jim Budrick

Non-Agenda Item Public Comments

None

Agenda Approval

Commissioner Chesney motioned to approve tonight's meeting agenda as presented and Commissioner Dagnon seconded the motion. The motion was approved by a unanimous voice vote.

Approval Of Draft Meeting Minutes From Previous Meeting

Commissioner Dagnon motioned and Commissioner Frangos seconded to approve the draft minutes of the January 23, 2012 Transportation Commission meeting as submitted. The motion passed unanimously on a voice vote.

Review Of Impact Of Parking Restriction Changes Around Randolph And East

Staff member Tina Brown gave a presentation including the history of this item. This is a six month review of the issue. This issue involves parking adjacent to the condominium building on the northwest corner of Randolph Street and East Avenue. The presentation included maps and parking survey data.

Commissioner Lazar asked for background information on the 60 percent / 40 percent requirements for daytime permit parking. Staff provided the background history.

The floor was opened to public testimony

Rick Mordini of 608 Randolph street, Unit 1 indicated that: he is an eleven year resident of the building. He indicated that six residents don't work regular hours. He indicated that he has been ticketed occasionally for illegal parking. He commented that

Fenwick High School students park in the spaces now that the No Parking 8AM - 10AM restriction has been removed. He said that he is looking for some kind of resolution for the residents.

Mary Irving of 608 Randolph Street, Unit 2 indicated that she is a thirteen year resident of the building. She indicated that weekday parking between 8AM and 10AM is a problem. She indicated that "students" park on Randolph.

Daniel Michael Irving of 608 Randolph Street, Unit 2 indicated that he agrees with the other speakers.

The floor was closed to public testimony.

Commissioner Chesney asked about the nature of the petition. Staff person Tamas gave a history of the No Parking 8AM - 10AM restrictions adjacent to this building.

Commissioner Lee asked if the 60 percent / 40 percent criteria can be overridden. Staff person Koperniak replied that the criteria couldn't be overridden and that some other recommendation can be made.

The Commission entered into a discussion regarding this petition and talked about the possibility of additional parking surveys, about how this goes against the shared parking philosophy, reviewed the history of the No Parking 8AM -10 AM changes, and inquired from the residents about instead having a 2 hour 9AM - 5 PM restriction.

The residents responded that they preferred a No Parking 8AM -10 AM restriction or to have the on-street overnight permit parking be in effect until 10:00 AM.

Commissioner Frangos asked about the East / Washington area-wide parking study follow-up review.

Commissioner Chesney motioned and Commissioner Dagnon seconded to deny the petition as submitted.

AYES: Lazar, Frangos, Chalabian, Chesney, Dagnon

NAYES: none

The motion to deny the petition was approved 5 to 0.

Timetable For Implementing 2012 Transportation Commission Work Plan

Staff person koperniak gave an introduction explaining that the purpose of this item was to chronologically prioritize the approved work plan items.

Commissioner Chesney commented that the Commission should be aware of the petitions that are out there.

Commissioner Chalabian commented that the Commission shouldn't have received the Randolph and East petition.

The Commission and Staff finished this item by prioritizing the work plan items for the first half of this year.

A motion is not required for this agenda item.

Discussion Only Of The Village's Stop Sign / Speed Table Policies

Commissioner Dagnon spoke about the placement and use of stop signs in the village. He mentioned the Home and Adams stop signs as well as the Woodbine and Division stop signs. He commented that it appears that the resident's wishes seem to override the Commission's recommendations. He finished by commenting that perhaps the Commission should bypass the stop sign petition process and concentrate on other more important matters.

Commissioner Frangos commented that the Commission is a sounding board for the residents and there is a process to follow.

Village Engineer Budrick explained the reasons for keeping the petition process.

Commissioner Lazar commented that the Commission filters data for the Village Board of Trustees and that we should establish benchmarks for review.

The Commission had a brief discussion about the Woodbine and Division stop signs.

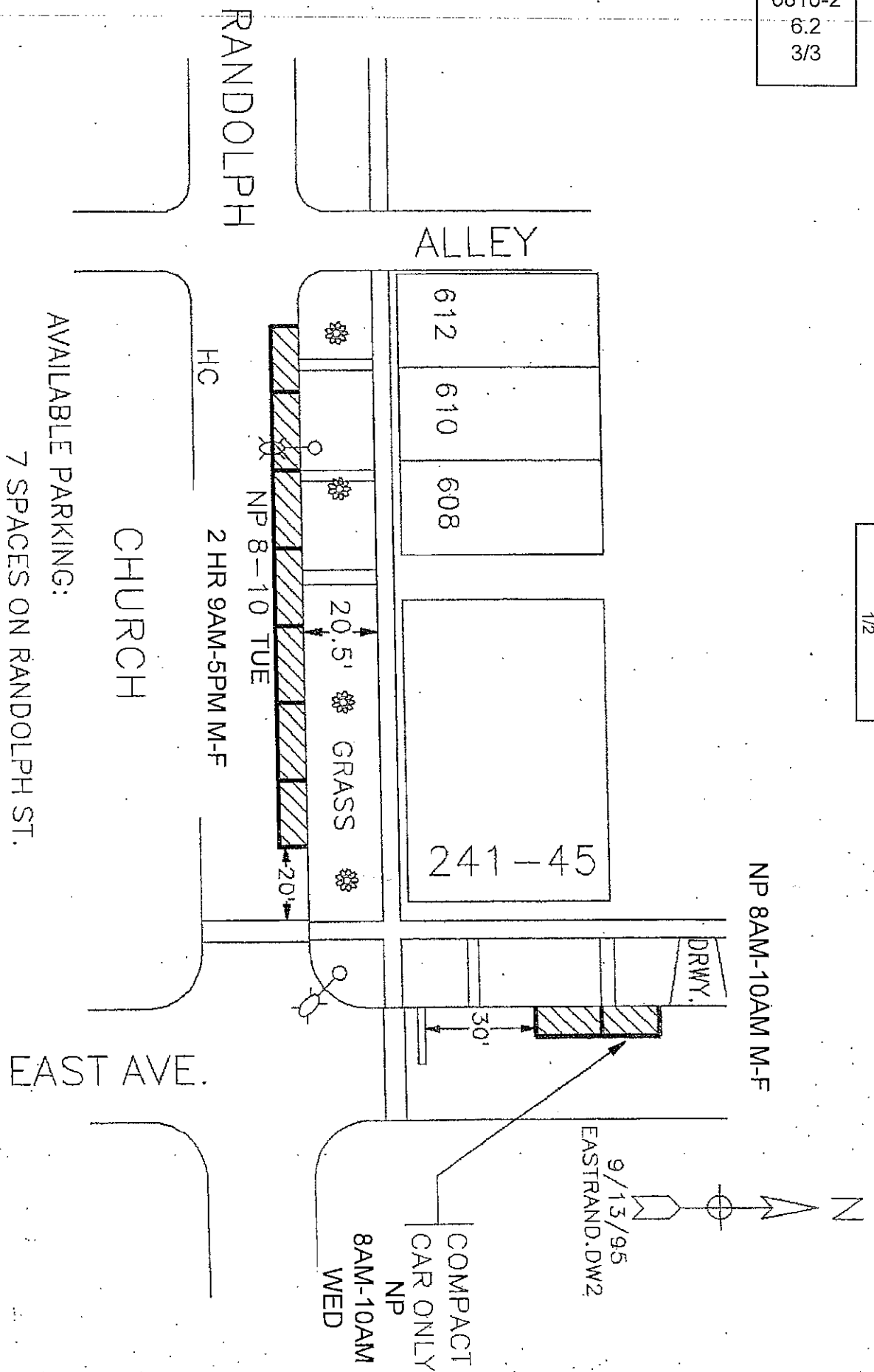
Commissioner Dagnon commented that the stop sign philosophy might translate into rubber stamping speed tables.

There being no further business, Commissioner Dagnon motioned to adjourn and Commissioner Frangos seconded. The motion passed unanimously.

The meeting was adjourned at 8:05 PM

Respectively submitted
Michael Koperniak, Staff Liaison
Transportation Commission

EXHIBIT A
1/2



AVAILABLE PARKING:

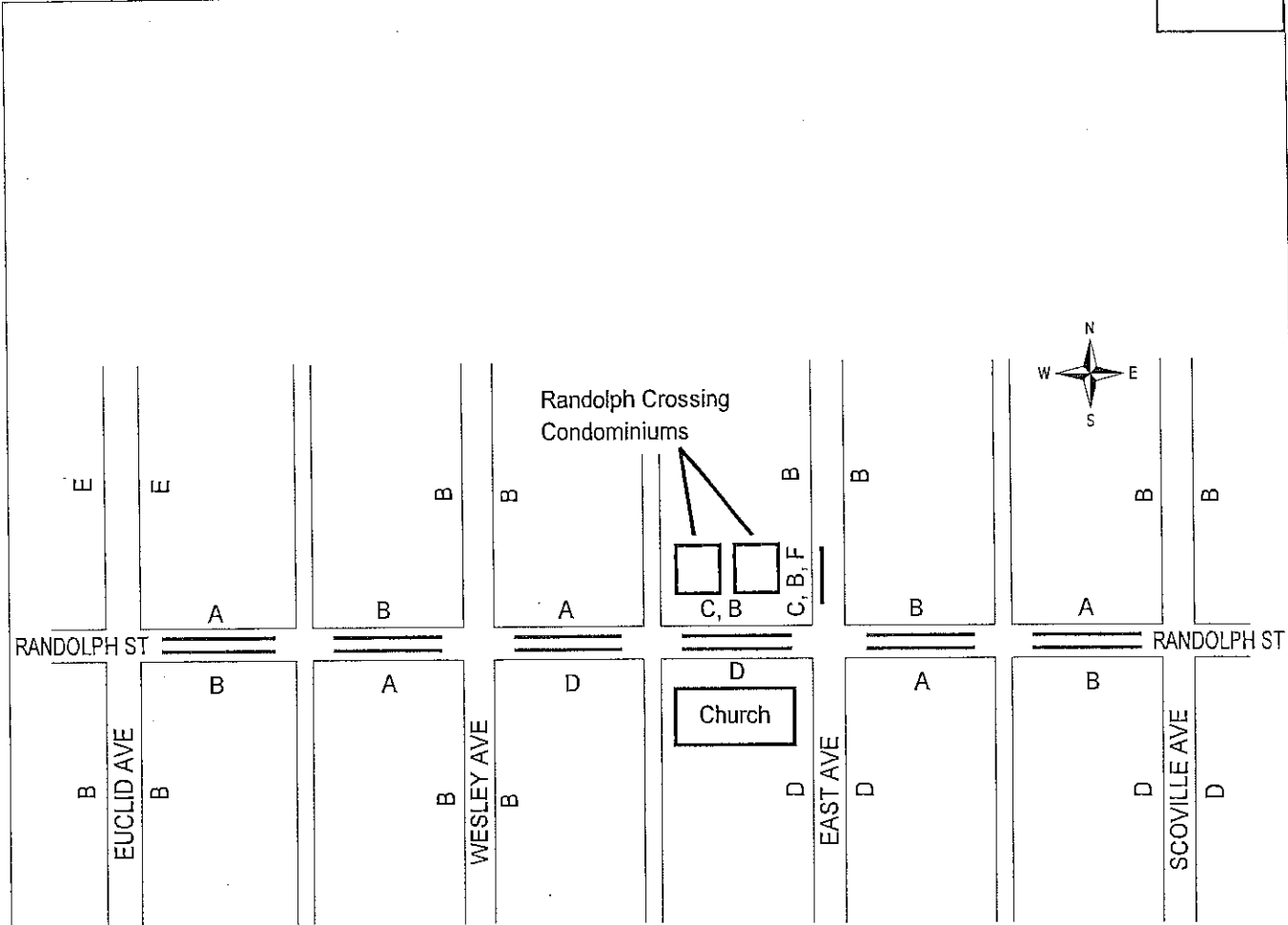
7 SPACES ON RANDOLPH ST.

1 SPACE ON EAST AVE.

1 COMPACT CAR SPACE ON EAST AVE.

9 PARKING SPACES

EXHIBIT A



- A = Permit S4 Parking Only, 8AM - 4PM, Mon - Fri (Fenwick H.S. students)
- B = No Parking 8AM - 10AM, TUESDAY/WEDNESDAY
- C = Permit Y5 Parking Only, 10PM - 6AM
- D = 2 Hr Parking, 9AM - 5PM, Mon - Fri
- E = 2 Hr Parking, 9AM - 5PM, Mon - Sat
- F = Compact Cars Only



Engineering
Division

Scale: 1" = Ft.
By: MJK Date: 08/04/10

Existing Parking Restrictions
Along Randolph Street
Between Euclid and Scoville Avenues

PARKING SURVEY ALONG THE RANDOLPH & EAST AVENUE CONDO BUILDING

Performed: February 10, 2012 thru February 24, 2012

9 AVAILABLE SPACES
6 Spaces have to be filled (9x60% = 5.4 cars)
3 cars of the 6 have to be Non-residents (6x40% = 2.4 cars)

Day of Week	Date	Time	Resident Vehicles	Non-Resident Vehicles	Total Vehicles	Total Empty Spaces	% Filled	√ = Meets 60% Filled	% Non-Resident	√ = Meets 40% Non-Resident	Meets 60/40% Requirement	
1	Friday	2/10/2012	10:00 AM	3	3	6	3	66.7%	✓	50.0%	✓	✓
2	Friday	2/10/2012	3:00 PM	3	2	5	4	55.6%	NO	40.0%	✓	
3	Wed.	2/15/2012	10:00 AM	4	3	7	2	77.8%	✓	42.9%	✓	✓
4	Wed.	2/15/2012	3:00 PM	3	0	3	6	33.3%	NO	0.0%	NO	
5	Thursday	2/16/2012	10:00 AM	4	3	7	2	77.8%	✓	42.9%	✓	✓
6	Thursday	2/16/2012	3:00 PM	3	0	3	6	33.3%	NO	0.0%	NO	
7	Wed.	2/22/2012	7:30 AM	4	1	5	4	55.6%	NO	20.0%	NO	
8	Thursday	2/23/2012	7:30 AM	2	1	3	6	33.3%	NO	33.3%	NO	
9	Thursday	2/23/2012	11:00 AM	2	3	5	4	55.6%	NO	60.0%	✓	
10	Thursday	2/23/2012	3:00 PM	3	2	5	4	55.6%	NO	40.0%	✓	
11	Friday	2/24/2012	8:00 AM	0	1	1	8	11.1%	NO	100.0%	✓	

VILLAGE GUIDELINES FOR PERMIT PARKING (Section VII):

At least 50% of the surveys must show that both the 60% and 40% requirements are met or exceeded.

**RESOLUTION AUTHORIZING ON-STREET, OVERNIGHT PERMIT PARKING
IN EXTENDED AREA 5, LOCATED ON THE NORTHWEST CORNER
OF RANDOLPH STREET AND EAST AVENUE**

ORIGINAL

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

SECTION 1: The President and Board of Trustees of the Village of Oak Park adopted Ordinance 1995-0-68 on September 18, 1995, authorizing the establishment of on-street overnight permit parking along street frontages adjacent to non conforming multiple-family structures within five hundred feet of the R-7 zoned district and designating the street frontage on the northwest corner of Randolph Street and East Avenue, adjacent to the non conforming multiple-family structure at that location, as an extension of on-street overnight permit parking Area 5.

SECTION 2. FINDINGS: The President and Board of Trustees of the Village of Oak Park find as follows:

1. That residents of the neighborhood surrounding the non conforming multiple-family structure located on the northwest corner of Randolph Street and East Avenue were notified by mail that a hearing would be conducted on the establishment of on-street overnight permit parking in that area, as a part of the regular Village Board meeting, on Monday evening, October 2, 1995, beginning at 7:30 p.m. in the Village Hall Council Chambers, located in the Village Hall at Lombard Avenue and Madison Street within the Village of Oak Park;
2. That a hearing was conducted at the Village Board meeting on October 2, 1995, at the Oak Park Village Hall;
3. That a severe off-street parking shortage exists for extended Area 5;
4. That once the 100 year old multiple-family structure, located on the northwest corner of Randolph Street and East Avenue, is rehabilitated, the demand for overnight off-street parking will far exceed availability in this area in that, like so many older multiple-family structures, no off-street parking exists to service the building which will contain 12 dwelling units;
5. That no alternative solution to on-street permit parking exists at the present time for

this area;

6. That the overnight parking ban has been diligently enforced by the Police in these areas, but a parking problem still exists;

7. That the adoption of on-street overnight permit parking in this area will improve policing by eliminating unidentifiable, illegal parkers and replacing them with easily identifiable permitted vehicles;

8. That street maintenance operations will be improved by shifting street maintenance operations in the area from overnight street maintenance, which is presently hindered by vehicles parked on the street, to 8 to 10 A.M. street maintenance, establishing and enforcing a parking prohibition for vehicles on the street during these times; and

9. That it is in the best interests of this area and of the Village in general that on-street overnight permit parking be instituted in this area.

SECTION 3: On-street overnight permit parking is hereby established for extended Area 5 in accordance with Ordinance 1994-0-60, as amended by Ordinance 1995-0-68, and as set forth on the map attached hereto as Exhibit "A" and made a part hereof.

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

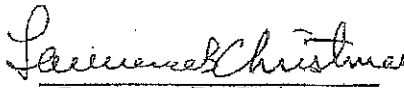
ADOPTED this 2nd day of October, 1995, pursuant to a roll call vote as follows:

AYES: Trustees Abraham, Fillmore, Pospisil, Rakstang, Raphael and Troelstrup and President Christmas

NAYS: None

ABSENT: None

APPROVED by me this 2nd day of October, 1995.


Lawrence B. Christmas
Village President

ATTEST:


Sandra Sokol
Village Clerk

GUIDELINES FOR PERMIT PARKING

RECOMMENDED BY THE PARKING AND TRAFFIC COMMISSION ON
MARCH 26, 2002

APPROVED BY THE VILLAGE BOARD OF TRUSTEES ON
SEPTEMBER 3, 2002

- I. Approval of the permit parking system in designated areas shall be made by the Board of Trustees of the Village of Oak Park.
- II. The issuance of such permits shall be the responsibility of the Parking Supervisor of the Village.
 - A. A permit will allow holder to park in the designated parking area.
 - B. The total number of permits issued shall not exceed total number of available spaces.
 - C. Any individual may purchase a permit for the designated area upon meeting the following requirements.
 1. Presentation of proof of residency or if applicable, proof of employment.
 - 1a. For daytime on-street resident permit parking - "resident" is defined as a resident of the Village of Oak Park who lives on the block or within the designated area where the permit parking is being requested.
 2. Presentation of proof of ownership (or other proof of possession) of the vehicle to which the permit will apply.
 3. Presentation of proof of purchase of vehicle sticker, if applicable.
 4. Payment of a fee to be determined by the Village. The fee shall be collected through the office of the Parking Supervisor.
 - D. Period for which permits are valid.
 1. Permits for usage of employees will be issued quarterly and shall not be automatically renewable.

- E. The Parking Supervisor shall determine and publish the procedure for obtaining the permit.
- III. Requests for designation or elimination of permit parking areas shall be considered by the Parking and Traffic Commission.
- IV. The criteria for approving the designation of an area for permit parking will be as follows:
- A. An influx of non-resident vehicles into a residential neighborhood which creates child, pedestrian and vehicular safety problems, traffic and parking congestion, noise pollution, air pollution or other problems which affect the health, safety and welfare of the residents of such neighborhood and no other reasonable solution to the parking problem can be identified.
- B. It is in the best interest of the community to limit parking to particular users.
- V. No area shall be designated for non-resident permit parking should such designation reduce existing available parking shown to be necessary for shoppers.
- VI. The street must be wide enough to safely allow one lane of traffic in each direction in addition to the parking lane.
- VII. The following conditions must be met:
- A. Parking is not normally available or is determined to be insufficient (e.g. 60% of the available spaces in the designated area are occupied and 40% of the vehicles occupying those spaces are determined to be non-resident vehicles, and NOTE: Non-resident is defined as a person who does not live on the block or within the designated area where the permit parking is being requested).
- B. A minimum of four parking surveys, at one survey per day at different times, shall be taken and that at least 50 percent of the surveys must show that both the 60 percent and 40 percent requirements are met or exceeded.
- C. No other parking restrictions can be justifiably changed to provide additional parking.
- D. No additional off-street parking is expected to be made available.

-
- VIII. A. Daytime on-street non-resident permit parking shall be restricted to locations on streets that are not adjacent to residential frontage.
- B. Daytime on-street resident permit parking may be placed at locations on streets regardless of whether those locations are adjacent to residential frontage or not.
- IX. The emergency snow parking ordinance shall take preference over permit parking.

Arrive @ 10 am
w/ street cleaning

6/4/10

Village of Oak Park
The Transportation Commission
C/o Parking Administration
Oak Park Village Hall
123 Madison Street
Oak Park, IL 60302

Attention: Ms. Delia Tamas – Parking Supervisor

Re: **Petition for Permit Parking Restrictions – Randolph Crossing Condominium Association (RCCA) -
241-245 East Avenue and 608-612 Randolph Street.**

Dear Ms Tamas / Commission,

Please accept this letter as formal request by the RCCA Board on behalf its residents to have the current parking permit restrictions ("No Parking 8am – 10am – M-F") as currently in effect and posted at the above referenced addresses to daytime "Resident Permit Parking Only". Currently, a majority of our residents are adversely affected by the current restriction due to night time work hours or working from home and would benefit from this revised restriction.

It is understood that the new restriction would allow the current impacted residents the option to purchase and display individual daytime permit for an additional \$50.00 per year and visitor passes in packs of 20 for \$5.00. This would not affect the current requirement of having valid night parking permits displayed on each vehicle.

Thank you in advance for your prompt consideration of this request.

Sincerely,

Randolph Crossing Condominium Association Board



Ms. Kendra Bochner / Treasurer

ANGELA JOSEPH MESSINA

708-752-6340

Call on 7/27/10

"Resident Permit Parking Only" permit = \$50/year - Daytime

PETITION FOR PERMIT PARKING RESTRICTIONS

EXHIBIT E
2/2

Visitor passes \$5 for 20

We, the undersigned, respectfully petition the Transportation Commission to recommend to the Oak Park Board of Trustees that permit parking restrictions be established in the 241-245 & 608-612 blocks of EAST AVE & RANDOLPH ST in the Village of Oak Park, Illinois.

We further petition the Commission to regulate permit parking in this manner: _____

REMOVE "NO PARKING - 8AM - 10AM - M-F" AND
REPLACE WITH "DAYTIME RESIDENTS
PERMIT PARKING ONLY", POSTED.

We understand that these restrictions, if adopted by the Board of Trustees, will be enforced without any special parking privileges being granted to the residents on our block.

* = This petition is being circulated by: (list name, address and telephone number)

Name	Address and Phone No.
1. *	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	

This petition should be signed by residents representing at least **75%** of the street frontage where the permit parking restrictions are being requested. Also, ATTACH A LETTER EXPLAINING WHY THIS PETITION IS BEING REQUESTED.

Return to: Parking Administration, Oak Park Village Hall, 123 Madison Street, Oak Park, IL 60302
Attention: Delia Tamas 708-358-5756

The Transportation Commission is an advisory body to the Village Board of Trustees and meets on the fourth Monday of each month at 7:00 p.m. in Village Hall to discuss matters relating to parking and traffic. Upon receipt of your completed signed petition, the circulator will be advised as to when the Commission will meet to review this petition.

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

M

Item Title: Motion to Accept Recommendation to Approve Parking Restriction Changes along the 1150 block of South Scoville Avenue south of the east-west alley.

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

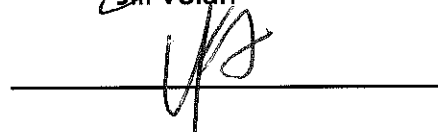
Staff Review:

Interim Parking Manager:



Jill Velan

Village Manager's Office:



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

Transportation Commission Meeting
April 23, 2012

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

The Transportation Commission held a hearing on April 23, 2012 and passed a motion to approve a petition to extend the existing 2 Hour Monday thru Friday 9am-5pm parking restriction to a 4 Hour Monday thru Friday 9am-5pm parking restriction along one of the Turano Bakery properties on the 1150 block of South Scoville Avenue from Roosevelt Road to the east-west alley to the north.

On April 23, 2012, the Transportation Commission reviewed a recent petition submitted by Turano Bakery requesting extension of the parking hours along their properties on the 1150 block of South Scoville Avenue in Oak Park. During public testimony, a representative of Turano Bakery at 6501 Roosevelt Road in Berwyn advised that the extension is greatly needed in order to accommodate their commercial customers. She pointed out how the business lost 12 parking spaces due to the streetscape project along Roosevelt Road. A resident of the block stated that he is not in opposition of the parking restriction change given that it would not be in front of the residential homes. With the provision of the following conditions, the Commissioners recommended approval of the petition due to the significant changes that have been made to the Roosevelt streetscape over the past few years:

- a) Turano will use the area for employee and patron parking only
- b) No trucks will be parked along the proposed area
- c) Turano will remove the abandoned driveway along the subject area
- d) Staff will do a follow-up truck parking survey in six months

These conditions were agreed upon by both the representative of Turano Bakery and staff during the meeting.

It should be noted that as part of review of this item, staff found that at its July 6, 2004 meeting, the Village Board of Trustees tabled review of a petition from Turano Bakery to modify parking restrictions along the east side of the 1150 block of South Scoville Avenue, as well as along the 6500 block of Roosevelt Road. This item was tabled indefinitely as there were several unanswered questions raised during the Board meeting. Exhibit B is a detailed report of the history.

Staff Commentary (If applicable or different than Commission):

Staff concurs with the Transportation Commissions' recommendation.

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

No external cost for the signage. (Stickers will be used to replace the existing 2-hour wording with the 4-hour wording).

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

The parking restriction change will provide sufficient turnover and is consistent with the current daytime restrictions along Roosevelt Road.

Proposed Recommended Action:

Motion to Accept Recommendation to Approve Parking Restriction Changes along the 1150 block of South Scoville Avenue south of the east-west alley.

Exhibits included in this Agenda Item Commentary Are:

- 1) Exhibit A - Turano Bakery's Existing Parking Arrangements
- 2) Exhibit B - Background Information and Sketches of the Area
- 3) Exhibit C - Petition from Turano Bakery

Approved Meeting Minutes
Transportation Commission
Monday, April 23, 2012
Council Chambers - Village Hall

Call To Order And Roll Call

Chair Jack Chalabian called the meeting to order at 7:00 PM.

Present: Charles Frangos, Lee Lazar, Jack Chalabian, Craig Chesney,
Laszlo Medgyesy

Absent: John Dagnon, Michael Stewart

Staff: Jill Velan, Tina Brown, Delia Tamas, Mike Koperniak

Non-Agenda Item Public Comments

Brad Beck of 742 S. Ridgeland Avenue spoke about the lack of adequate overnight permit parking around the multi-unit apartment building at the corner of Kenilworth Avenue and Roosevelt Road that he owns/manages, and in VOP Lot # 84. He said he is looking for available parking in order to attract "better quality tenants".

There was a brief discussion about if the overnight on-street permit parking ordinance could be amended to address this concern. It was concluded that it could not be amended. Staff spoke about available permit parking spaces within 1-1/2 blocks of the building in question.

Agenda Approval

Commissioner Frangos motioned to approve tonight's meeting agenda as presented and Commissioner Chesney seconded the motion. The motion was approved by a unanimous voice vote.

Approval Of Draft Meeting Minutes From Previous Meeting

Commissioner Lazar motioned and Commissioner Chesney seconded to approve the draft minutes of the February 27, 2012 Transportation Commission meeting as submitted. The motion passed unanimously on a voice vote.

REQUEST TO CHANGE THE PARKING RESTRICTION FROM 2 HOURS TO 4 HOURS ON THE 1150 S. SCOVILLE BLOCK BETWEEN ROOSEVELT ROAD AND THE EAST-WEST ALLEY TO THE NORTH

Staff member Tina Brown gave a presentation including the history of this item. The presentation included an aerial image provide by Turano Bakery that showed its various properties in color coded rectangles.

Commissioner Chesney asked who owned the yellow property. The answer given was that it was owned by Turano Bakery.

Commissioner Lazar asked if the commission could recommend that Turano provide overnight parking if needed. Staff responded yes.

The floor was opened to public testimony.

Rory Valentine of 1178 S. Scoville Avenue asked what kind of vehicles would park in the new parking spaces.

Commissioner Frangos asked if an increased level of vehicle traffic would affect the block as he is concerned about truck parking.

Lisa Turano, representing Turano Bakery of 6501 Roosevelt Road in Berwyn, commented that the requested parking is only for south of the alley. She gave reasons why 4 hour parking would work better than 2 hour parking. She commented that 12 parking spaces were lost on Roosevelt Road due to the recent streetscape project.

Commissioner Chesney asked about what customers would need 4 hour parking. Ms. Turano responded that the bakery is also a national supplier and needs parking for its visiting long term customers.

Commissioner Lazar commented that having 4 hour parking may impede having trucks parking there.

Commissioner Frangos commented that the last petition for this was in 2004 and asked why the subject was being raised now. Ms. Turano replied that it was primarily due to the loss of parking on Roosevelt Road. He also asked if the bakery had approached Berwyn about helping. Ms. Turano said that they are currently working with the City of Berwyn.

Chair Chalabian asked how many employee parking spaces were in each of Turano's parking lots. Ms. Turano indicated the number in each lot. He also asked which is the heaviest Ms. Turano replied that they are a 24/7 operation. Chair Chalabian also asked about the rest of the parking along Roosevelt Road. Staff person Tamas responded that Staff would have to look into the discrepancies. He expressed concern about truck traffic, the little benefit the Village would get from this and spoke about shared parking.

The floor was closed to public testimony.

Commissioner Medgyesy commented that Berwyn LLS does pay Oak Park property taxes and he supports the request.

Commissioner Chesney commented that it is an existing restriction, it is a minor change, is concerned about the enforcement of no trucks, and supports the request.

Commissioner Lazar supports this request and commented that more employees would likely keep out trucks.

Ms. Turano indicated that she would discuss the overnight parking request with the company officers.

Staff person Koperniak suggested that the Commission's recommendation include a provision that Turano Bakery had to remove an unused driveway at the subject location.

Commissioner Medgyesy motioned to approve the Staff's recommendation to change from 2 hour to four hour parking.

Commissioner Chesney offered an amendment to add a six-month follow parking study (distinguishing between Turano trucks and other trucks) and to require Turano to remove the driveway.

Commissioner Lazar commented that the driveway removal would complicate the recommendation. He seconded the amended motion.

AYES: Lazar, Frangos, Chesney, Medgyesy

NAYES: Chalabian

The amended motion was approved by a 4 to 1 vote.

Commissioner Frangos left the meeting at 8:30 PM.

REVIEW STAFF REPORT ON THE SIX MONTH REVIEW OF THE EAST AVE. / MADISON ST. AREA-WIDE PARKING STUDY

Staff person Tamas gave a detailed presentation on the implementation of the recommendations made and approved for the East Avenue / Madison Street area-wide parking study.

Chair Chalabian requested the Village Board meeting minutes related to the winter items that were rejected by the Village Board. He also requested I-GO and Zip-Car usage data.

The Commission discussed various items brought up during the presentation.

The Commission discussed putting an annual review of grant programs onto the 2013 work plan,

The Commission discussed the Randolph / East parking situation including: the concept of shared parking, obtaining ticket information from before the restrictions were implemented in 2010, and tabling the issue until the June meeting.

Commissioner Chesney spoke about the Commission possibly reviewing the Madison Street Road diet and also about discussing permit zone Y5 at the May 21st meeting.

Chair Chalabian requested that Staff speak to the Village Manager to inform her that the Commission would like to review the Madison Street road diet or any aspect of it.

The Commission discussed reviewing parking signs on a village-wide basis. They requested a tabular matrix type summary of parking restrictions in the area bounded by South Blvd., Madison St., Ridgeland Ave., and Oak Park Ave. with column headings block #, restriction, and a blank space for comments.

A motion is not required for this agenda item.

DISCUSSION ONLY REVIEW OF STAFF'S DRAFT TEMPLATE FOR TRANSPORTATION COMMISSION REPORTS AND RECOMMENDATIONS

Staff person koperniak gave a presentation about the draft template for transportation commission reports and recommendations. The Commissioners commented that it was pretty good. Staff said they would start using it for the May meeting.

Interim Parking Services Manager Jill Velan asked about which of the three parking sign issues Trustee Tucker was talking about.

- (a) Parking signs - do in June
- (b) Review way finding signs to garages
- (c) Review way finding signs in general

The Commission responded that (b) is the one that Trustee Tucker wants.

There being no further business, a motioned to adjourn was made and seconded. The motion passed unanimously. The meeting was adjourned at 9:55 PM

Respectively submitted

Michael Koperniak, Staff Liaison
Transportation Commission

From: Anthony Turano [aturano@turano.com]
Sent: Wednesday, April 18, 2012 10:01 AM
To: Brown, Tina
Subject: RE: Existing Parking Arrangements for Turano Bakery

Attachments: Berwyn Properties Parking.pdf

Tina,

Thank you for your time today and for your assistance. As we discussed, Lisa Turano will be able to attend next Monday at 7 PM on our behalf.

Per your request, here is the map of our current parking situation. I will go through each lot by color as the aerial attached is a little dated, starting with the red lot at the SWC East Ave & Roosevelt Rd and going counter-clockwise:

- **Red Lot**- completed construction in 2011 and fully operational for employee-only parking
 - o 40 spaces
- **Purple Lot**- in use for employee and visitor (predominantly employee) parking since 2004
 - o 48 spaces
- **Blue Lot**- in use for visitor and customer parking since 2001
 - o 9 spaces
- **Green Lot**- in use for employee-only parking since 2001
 - o 50 spaces
- **Yellow Lot**- Vacant commercial building with adjacent parking area that is being used and has gone through multiple requests to the Village of Oak Park for approval to demolish building and construct a parking lot with all appropriate barriers, setbacks, and landscaping
 - o 10 spaces
- **White Area**- Scoville on-street parking that is our current subject
 - o 7-8 spaces
- **Parking along Roosevelt**- we gave up 12 parking spaces to "bump-outs" as part of our commitment to the Roosevelt Road Streetscape project and we have not been able to find replacement spaces for those given up; the spaces given up were primarily used for customers and visitors and we have had to reserve previously open spaces on Gunderson (Blue Lot) for customers-only benefit. In addition, we pushed for improved pedestrian access by way of a lighted crosswalk at Gunderson, which has led to a safer and more pedestrian-friendly, not to mention more pedestrian-trafficked, area since completion, but parking remains an issue.
 - o 11 spaces along the north side of Roosevelt between Gunderson and Scoville
 - o 30 spaces along the south side of Roosevelt between East and Ridgeland (this includes 3 spaces that are designated as Customer-only)

Hopefully this helps; please let me know if there is any more information that I may be able to provide.

Thanks,

Anthony M. Turano

Direct (708) 317-3943

www.Turano.com

Please consider the environment before printing this email.

From: Brown, Tina [<mailto:TBrown@oak-park.us>]
Sent: Tuesday, April 17, 2012 11:21 AM
To: Anthony Turano
Subject: Existing Parking Arrangements for Turano Bakery

Hi Anthony,

Per our discussion this morning, please forward me the specific parking locations that you currently have arranged for your patrons and employees. Please be sure to include the capacity of each location as well.

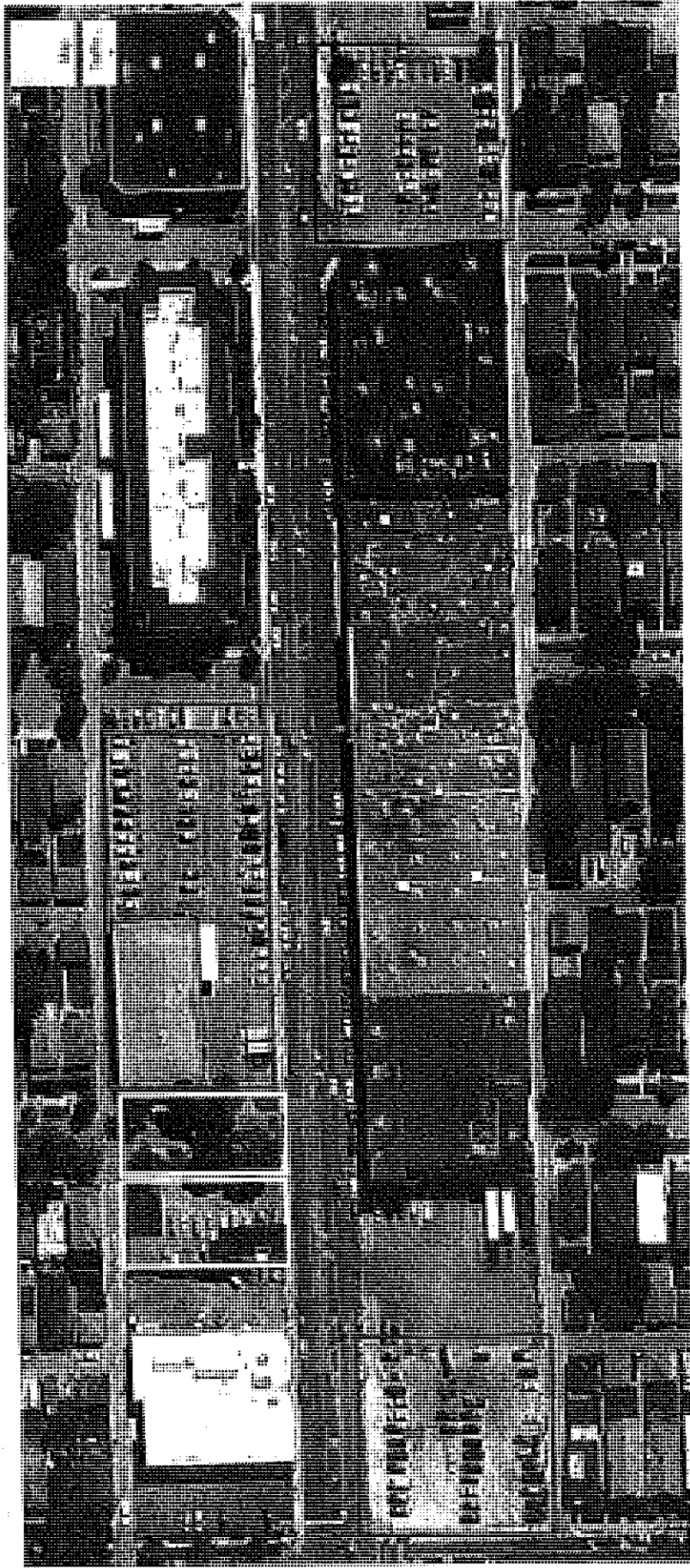
Feel free to include any other information that you believe to be helpful during the hearing on Monday.

Thanks.

Respectfully,

THE VILLAGE OF OAK PARK

Tina R. Brown
Parking Restrictions Coordinator
123 Madison Street
Oak Park, IL 60302
708.358.5765
tbrown@oak-park.us
www.oak-park.us




Village of Oak Park
Department of Public Works
Engineering Division

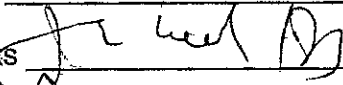

MEMORANDUM

DATE: July 23, 2004

TO: President Joanne E. Trapani and the Village Board of Trustees

FROM: Jill Juliano, Parking and Traffic Engineer 

RE: Additional Information on the Recommendation to Modify Parking Restrictions on the 6500 Block of West Roosevelt Road and on Scoville Avenue Between Roosevelt Road and the Alley North of Roosevelt Road

NOTED: M. Ray Wiggins, Deputy Village Manager _____
John Wielebnicki, Director of Public Works  _____
Jim Budrick, Village Engineer  _____

At the July 6, 2004 Village Board of Trustees meeting, this item was tabled until additional information could be obtained. Specifically there were three issues that the Village Board of Trustees asked to be addressed. Those issues are:

- What is Turano doing to encourage their employees to use alternative transportation modes?

See attached letter from Turano's management.

- What allowances has Berwyn made to accommodate Turano's expansion?

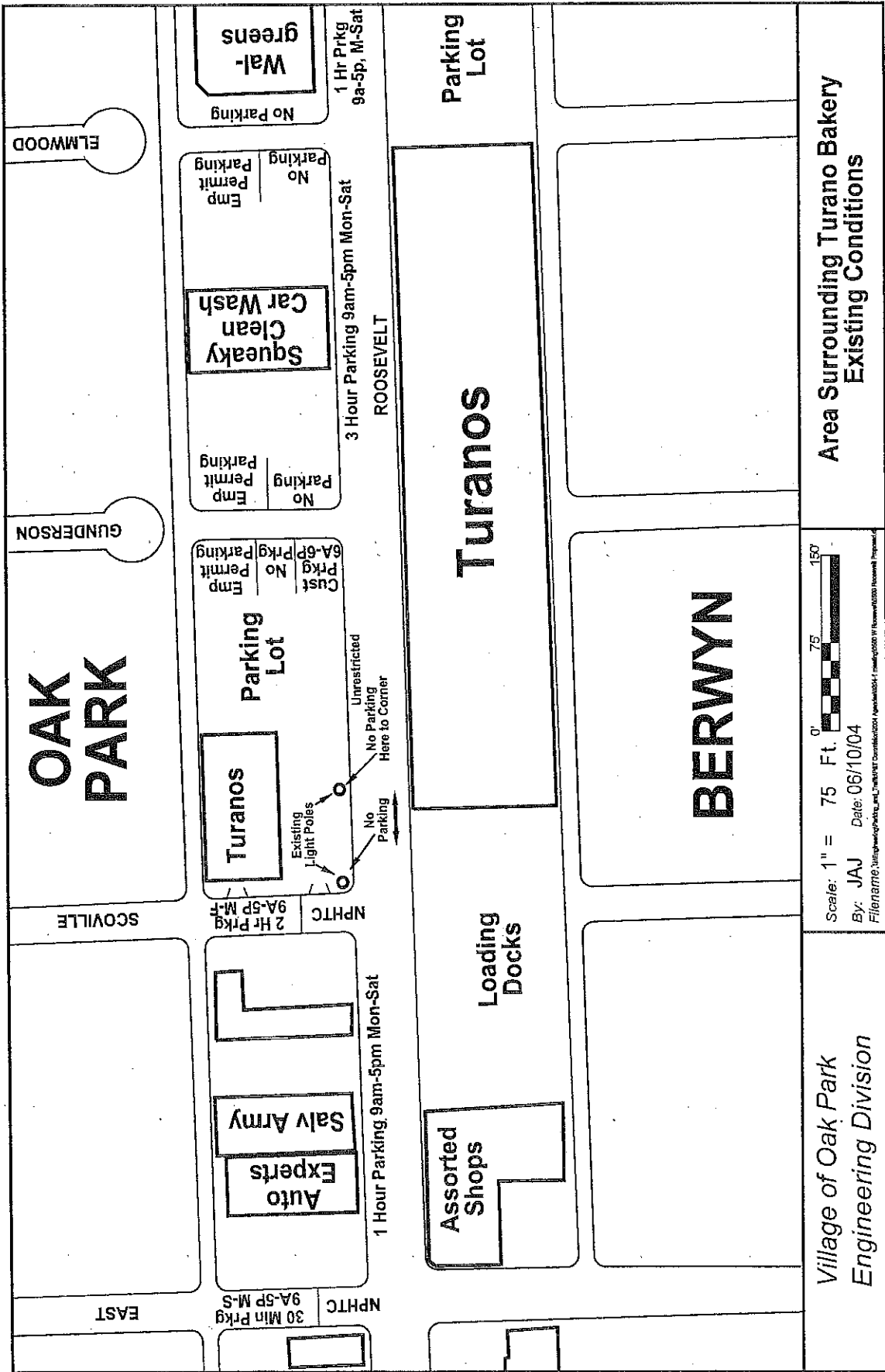
Berwyn has vacated both Elmwood and Scoville Avenues between Roosevelt Road and just north of the alley south of Roosevelt Road. (The alley south of, and parallel to, Roosevelt Road is still functional and accessible for local residents.)

With the action by the City of Berwyn, Turano has expanded its operations (970 feet in length). Turano's facilities start approximately 150 feet west of Ridgeland Avenue and end approximately 150 east of East Avenue. Likewise the street frontage along Turano's operations are

Likewise the street frontage along Turano's operations are unrestricted and available for employees of Turano Baking Company to park along.

- What is Turano's commitment to the removal of the abandoned driveway?

Turano's management has received the Village's cost estimate to remove the abandoned driveway and restore the area to its original condition. The work will be done this year under the Sidewalk Replacement Program. To date, the Village has not received a response. If Turano's management does not agree to removal of the abandoned driveway, then the requested changes in parking restrictions will not be instituted.



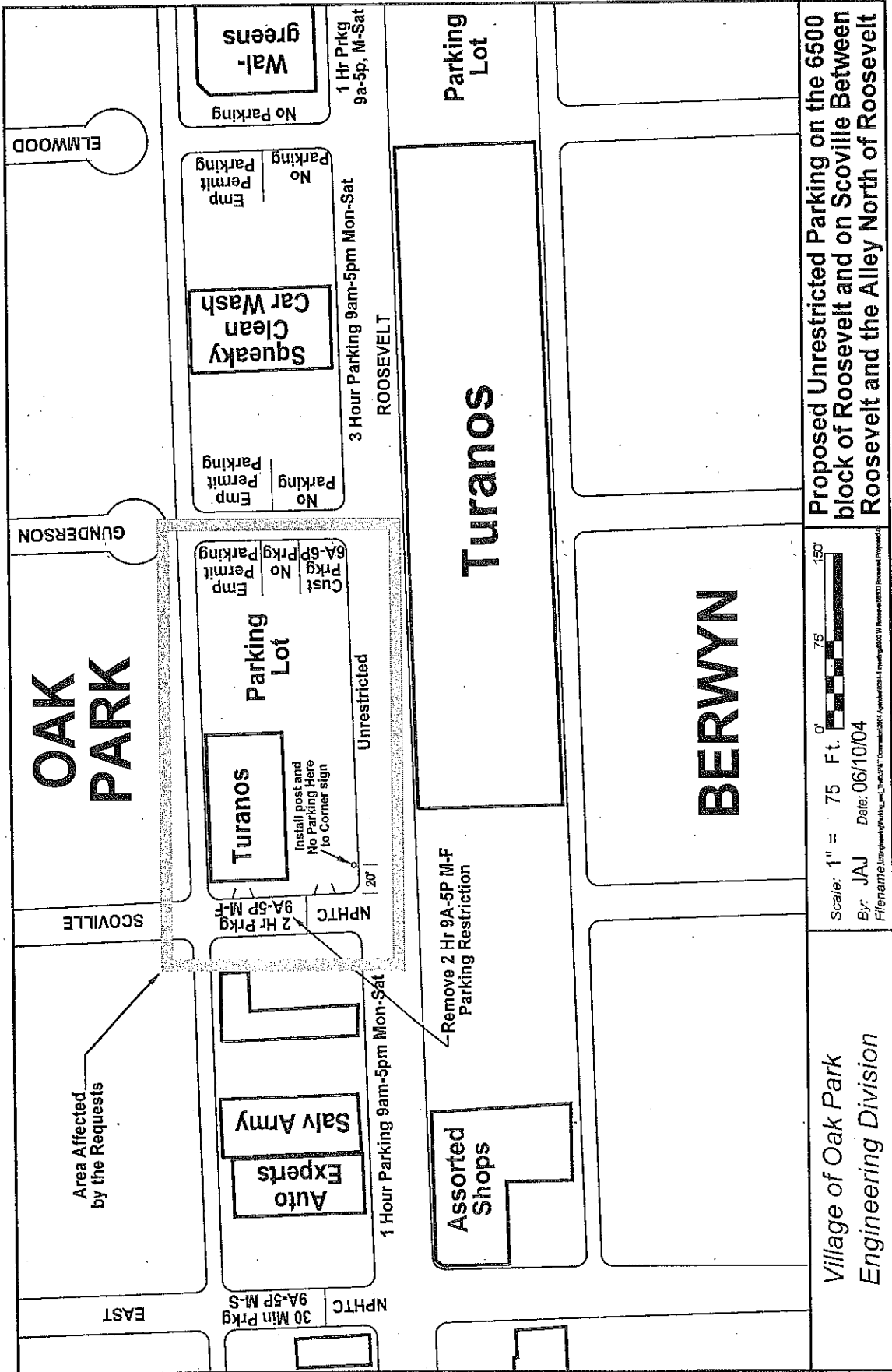
Area Surrounding Turano Bakery
Existing Conditions

Scale: 1" = 75 Ft. 0' 75 150'

By: JAJ Date: 06/10/04

Filename: jaygarcia\plans\and\cadd\0412\04120001\04120001.dwg

Village of Oak Park
Engineering Division



Proposed Unrestricted Parking on the 6500 block of Roosevelt and on Scoville Between Roosevelt and the Alley North of Roosevelt

Scale: 1" = 75 Ft. 0' 75' 150'
By: JAJ Date: 06/10/04
Filename: \\s:\projects\0412-1\0412-1.dwg

Village of Oak Park
Engineering Division

RECEIVED JUL 19 2004

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5.2
5/10



July 15, 2004

Ms. Jill Juliano
Parking and Traffic Engineer
Village of Oak Park
123 Madison Street
Oak Park, IL 60302

Dear Ms. Juliano:

As a follow up to the questions raised by the Parking and Traffic Commission Board at the meeting held on Tuesday, July 6th, we respond as follows to the concerns about what steps we have taken to improve our parking situation:

- We are in the process of installing bicycle racks for our employees which will be located in our east parking lot.
- We are displaying bus route information provided by the CTA on our employee bulletin boards.
- We will communicate the bus stop locations and displayed information to all new hires during orientation.
- We are in the process of discussing with the CTA and RTA about the possibility of offering employee discounts to encourage our employees to use public transportation.

I hope this information will be sufficient to satisfy the Board's concerns.

Please feel free to contact me at 708.788.9220 if you have any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Joseph M. Turano". The signature is written in a cursive, flowing style.

Joseph M. Turano
Plant Superintendent

JT:mc

2. Approve the request to change the parking restrictions on the east side of Scoville Avenue between Roosevelt Road and the alley north of Roosevelt Road from 2 HOUR PARKING 9AM-5PM MON-FRI to unrestricted parking (04/27/04 Parking and Traffic Commission)

It was moved by Trustee Kostopulos, seconded by Trustee Carpenter, to **APPROVE THE REQUEST TO REMOVE THE EXISTING NO PARKING AND NO PARKING HERE TO CORNER SIGNS ON THE NORTH SIDE OF THE 6500 BLOCK OF ROOSEVELT ROAD (BETWEEN SCOVILLE AND GUNDERSON), REPLACE WITH A NO PARKING HERE TO CORNER SIGN TWENTY FEET (20') EAST OF SCOVILLE AND MAKE THE REMAINDER OF THE BLOCK UNRESTRICTED PARKING and THE REQUEST TO CHANGE THE PARKING RESTRICTIONS ON THE EAST SIDE OF SCOVILLE AVENUE BETWEEN ROOSEVELT ROAD AND THE ALLEY NORTH OF ROOSEVELT ROAD FROM 2 HOUR PARKING 9AM-5PM MON-FRI TO UNRESTRICTED PARKING.**

Trustee Milstein read from the Agenda Item Commentary which states that the additional parking is needed for Turano's added employees and that the Commission asked if Turano has programs to encourage alternate means of travel. The Turano representative said she didn't know of any but that she "would take the request for proactive measures of alternate driving option programs back to the proper parties at Turano." Mr. Milstein wonders who will follow up on that. Village Manager Swenson said that staff can contact Turano and discuss the issue with them. Trustee Milstein said that when individuals requesting a benefit indicate that they will act on something, it is important that the Village follow up. Mr. Murtha said that the Commission has materials available to staff for communication with Turano; Mr. Swenson stated that staff will make the contact.

Trustee Kostopulos asked how these changes tie in with the Farr Group Roosevelt Road plan. Parking was a big item in that plan and he wonders if these changes tie into the plan. Mr. Murtha responded that when the Commission reviewed Turano's requests, the Commission did not have the Roosevelt Road plan before them. He indicated that as the plans for Roosevelt Road become more developed, all parking will have to be reviewed. He added that he does not think that this situation "is going to impact the long run study. I mean, the issue here is there is only one use for this parking. And there is a regulation preventing that use." The regulation would be lifted at Turano's request because there is no good reason to regulate the parking. With the redesign of Roosevelt Road, that may change.

Trustee Kostopulos said that it seemed to him that parking was very well described in the Farr report and he wondered if the Commission was familiar with the report. Mr. Murtha responded, "We are not familiar with it."

Trustee Pope said that he also wondered how well these changes fit in with the Roosevelt Road plan. He felt that Mr. Murtha's response was helpful and said that it is important to understand that the topic before them deals with changing

Village Board Meeting -- 7/06/04

some signs. If in the future there are changes with regard to development along Roosevelt Road that are consistent with the plan, there will be an opportunity to change signs to reflect the plan in terms of parking. He agreed with the point made by Trustee Kostopulos. President Trapani restated that this item is about changing signs.

Trustee Johnson noted a staff comment that Turano was being required to remove a driveway and put in a curb prior to the Village making this change. He wondered if this has happened. Village Engineer Jim Budrick responded that it has not happened yet, but that it will be a part of the sidewalk and curb program. Turano will pay 100% for the cost of that work. Trustee Johnson indicated that it is important to make it clear to Turano that as the Village moves forward on the Roosevelt Road study, there may be a need for that parking for a development opportunity. Due to their recent expansion, Turano needs 20 new spaces for 20 additional employees; and they are looking to Oak Park to provide that parking. He said, "And we need to be careful about that." President Trapani commented that the discussion was about Turano parking and the area around the Turano parking lot. She said she thought it was important to point out that their business expansion is actually in Berwyn. Attorney Heise agreed. President Trapani continued that as a result of their expansion in Berwyn, "we have to regulate parking on the Oak Park side." She suggested that it might be reasonable for Turano to seek some relief in Berwyn. Trustee Pope thought that was a fair comment. He stated, "At the same time, with respect to the Roosevelt Road plan, I think that we have begun to move in an effective way in working in a collaborative way with Berwyn." He agrees with Trustee Johnson's point, however, that it is important to make it clear to Turano that while the Village is able to accommodate Turano's request now, it does not mean that will always be the case.

President Trapani commented that any time there is a parking lot and the vehicles in the lot include trucks, the people living nearby are impacted. She would like to know if Turano has asked Berwyn to provide parking relief for the business or if the Berwyn business is relying only on the Village of Oak Park to ease its parking situation. She said that she understands collaboration and that collaboration means that both the Village of Oak Park and the Village of Berwyn "work cooperatively to provide parking relief to a business." But, she noted, "our primary concern is. . .for Oak Park."

Trustee Kostopulos said that Oak Park gave Turano permission to have their parking lot on the Oak Park side. He said that the lot looks like "it's a prisoner of war camp to keep all the trucks in." He hopes the Village can negotiate "something to minimize the impact of that parking lot on the street."

Trustee Milstein indicated he would like to table the item to a date certain in order to find out if Berwyn has been approached on this issue. Attorney Heise said the motion is to postpone to a date certain.

It was moved by Trustee Milstein, seconded by Trustee Johnson, **TO POSTPONE THIS ITEM TO A DATE CERTAIN IN ORDER TO OBTAIN FURTHER INFORMATION.**

Village Board Meeting - 7/06/04

The roll call on the vote was as follows:

AYES: Trustees Carpenter, Johnson, Kostopoulos, Milstein and Pope and
President Trapani

NAYS: None

The motion was unanimously adopted.

Farmers' Market Commission Recommendation

M. Recommendation to Amend the Oak Park Village Code 18-2-2 to Allow the Sale of Frozen Meat/Fish/Poultry at the Oak Park Farmers Market

It was moved by Trustee Milstein, seconded by Trustee Pope, to **ACCEPT THE RECOMMENDATION OF THE FARMERS' MARKET COMMISSION TO ALLOW THE SALE OF FROZEN MEAT/FISH/POULTRY PRODUCTS AT THE OAK PARK FARMERS' MARKET.**

Speaking to Farmers' Market Commission Chairperson Rick Whitehead, Trustee Milstein asked how long the Commission has been considering this issue. Mr. Whitehead indicated that it's been about a year. Trustee Milstein said that he assumes that there have been multiple reviews by the Health Department, staff and others and that the Commission is recommending amendment of the ordinance. Mr. Whitehead agreed. Mr. Milstein then noted that staff's recommendation is to refer the item to a study session and he indicated his preference that the issue not be sent to a study session. He said the Commission has considered the issue for a year, it has been reviewed by staff, and the Environmental Health Supervisor supports the recommendation. Farmers' Markets in other communities allow such sales. He stated that there has been enough study and he thinks the Board "should just make it happen." President Trapani noted that the City of Chicago allows the sale of meat at the Daley Center Farmers' Market and that Evanston allows it, as well. She asked if requirements for proper refrigeration was a part of the discussion and Mr. Whitehead said, "Yes."

Trustee Pope stated that he strongly supports the sale of these products, but he would like some discussion regarding whether or not the Village should incorporate organic meat and poultry products. He added that there are a number of providers who would be able to supply those products. He said that providing organic meat and poultry products would bring healthy alternatives to the community but that it wouldn't "compete directly with some of the meat and poultry providers who are in the community today." Trustee Pope commented that in February when the Board provided direction to the various Commissions, the possibility of encouraging the Market to move toward an all organic market over a five to seven year period was discussed. Introducing organic meat and poultry presents a policy level opportunity to "begin to make that transition happen."

ACTION ON
FARMERS'
MARKET
RECOMMENDA-
TION TO ALLOW
THE SALE OF
FROZEN
MEAT/FISH/
POULTRY AT
THE FARMERS'
MARKET
POSTPONED

RECEIVED MAR 29 2004

0412-1
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9/10



March 22, 2004

Ms. Jill Juliano
Parking and Traffic Engineer
Village of Oak Park
123 Madison Street
Oak Park, IL 60302

Dear Ms. Juliano:

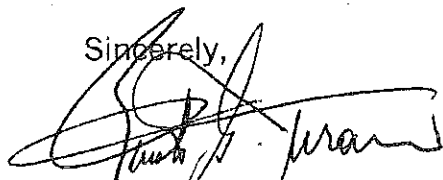
As a follow up to the Parking and Traffic Commission meeting that was held on Tuesday, February 24, 2004, we greatly appreciate your support of our request for unrestricted parking on the 6500 Block of Roosevelt Road.

Additionally, I ask that you consider **unrestricted parking** along our property on the **east side of Scoville Avenue** up to the alley immediately north of Roosevelt Road.

I thank you in advance for your assistance.

Please feel free to contact me at 708.788.9220 if you have any questions or comments.

Sincerely,



Renato G. Turano
President

RGT:mc

EXHIBIT B
10/10



RECEIVED
01-16-04

0412-1
5.2
10/10

January 13, 2004

Mr. Michael Koperniak
Village of Oak Park
123 Madison Street
Oak Park, IL 60302

Dear Mr. Koperniak:

This letter will serve as our formal request for the removal of the NO PARKING sign on the 6500 block of Roosevelt Road (north side of the street).

Originally, this sign was posted to allow greater ease for delivery trucks to pull in and out of the dock. Since this door has been closed off, this NO PARKING sign is no longer necessary.

I thank you in advance for your consideration.

Please feel free to contact me at 708.788.9220 if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Renato G. Turano". The signature is fluid and cursive, with a large initial "R" and "T".

Renato G. Turano
President

RGT:mc

Cc: Mr. Adolfo Benages
Commander Anthony Ambrose

Berwyn Properties, LLC

January 10, 2012

Village of Oak Park
Parking Administration
201 South Boulevard
Oak Park, Illinois 60302



**RE: Parking Restrictions:
1100 Block of Scoville Avenue between Roosevelt Road and Alley**

Dear Sir or Madame:

I am writing in regards to the parking restrictions along the 1100 block of Scoville Avenue North of Roosevelt Road and South of the alleyway. As you may be aware, parking in the general vicinity of Roosevelt Road and Scoville Avenue is extremely limited. As property owners in the area, we have gone to great lengths to provide as much off-street parking as possible without compromise or inconvenience to local residents and businesses, yet there is inadequate parking for local businesses and residents.

The current restriction along Scoville Avenue between Roosevelt Road and the right-of-way alley is for 2-hour parking during business hours. Due to these restrictions and similar restrictions on several other blocks in the area, customers visiting our shop and others nearby find parking in the area difficult and often refuse to visit because of this situation, hurting all local businesses.

As owner of the adjacent properties on the 1100 block of Scoville south of the alley, (6520-6532 Roosevelt Road), we respectfully request that the parking restrictions be changed to 4-hour maximum parking between the hours of 9 AM and 5 PM. The restrictions we are requesting to be removed will benefit nearby business owners to allow for both employee and patron parking, and also to remove excess parking from local neighborhood streets, benefitting our residential neighbors.

Thank you very much for your consideration. If there are any questions that I may answer or concerns that I may address, please do not hesitate to contact me at (708) 317-3943 or via email at aturano@turano.com.

Warmest regards,

A handwritten signature in black ink, appearing to read "Anthony M. Turano".

Berwyn Properties, LLC
Anthony M. Turano

PETITION FOR PARKING RESTRICTIONS
Non-Permitted

We, the undersigned, respectfully petition the Transportation Commission to recommend to the Oak Park Board of Trustees that permit parking restrictions be established in the 1100 block of Scoville in the Village of Oak Park, Illinois.

We further petition the Commission to regulate parking in this manner: Replace current 2 hour maximum parking limit between 9 am - 5 pm Monday thru Friday with 4 hour maximum parking limit between 9 am - 5 pm Monday thru Friday on Scoville from Roosevelt north to the alley. We are not requesting the extension of this restriction north of the alley.

We understand that these restrictions, if adopted by the Board of Trustees, will be enforced without any special parking privileges being granted to the residents on our block.

* = This petition is being circulated by: (list name, address and telephone number)

	Name	Address and Phone No.
1.	* BERWYN PROPERTIES, LLC	6501 W. ROOSEVELT, 708-317-3943
2.	BERWYN PROPERTIES, LLC	6520 ROOSEVELT 708-317-3943
3.	BERWYN PROPERTIES, LLC	6530-2 ROOSEVELT 708-317-3943
4.		
5.		
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14.		
15.		

This petition should be signed by residents representing at least **51%** of the street frontage where the parking restrictions are being requested. Also, **ATTACH A LETTER EXPLAINING WHY THIS PETITION IS BEING REQUESTED.**

Return to: Parking Administration, Oak Park Village Hall, 123 Madison Street, Oak Park, IL 60302.
Attention: Delia Tamas 708-358-5756

The Transportation Commission is an advisory body to the Village Board of Trustees and meets on the **fourth** Monday of each month at 7:00 p.m. in Village Hall to discuss matters relating to parking and traffic. **Upon** receipt of your completed signed petition, the circulator will be advised as to when the Commission **will** meet to review this petition.

N

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: An Ordinance Adopting Prevailing Wage Rates For Laborers, Workers and Mechanics Employed On Public Works Projects Of The Village Of Oak Park

Resolution or Ordinance No. _____

Date of Board Action: **June 18, 2012**

Staff Review:

Law Department 

Village Manager 's Office 

Item History:

The prevailing wage rate ordinance is an ordinance which the Village is required by law to enact on an annual basis adopting the current wage schedule prepared by the Department of Labor for payment of wages at the prevailing rates for all of its public works projects.

The prevailing wage rates are in accordance with the Illinois Department of Labor publication of rates attached as an exhibit to the ordinance. In 1989-90, an Illinois Supreme Court decision involving Highland Park upheld the application of the prevailing wage rate requirements to municipalities engaged in the construction of public works projects.

Recent amendments to the Prevailing Wage Act have continued to extend the definition of "public works projects" to include projects funded by bonds issued under Division 74 of the Illinois Municipal Code, the Industrial Building Revenue Bond Act, the Illinois Development Finance Authority Act and all projects financed in whole or in part with loans or other funds made available pursuant to the Build Illinois Bond Act and the Build Illinois Act. The amended Act now provides that any Department of Labor change in the prevailing wage rates after the adoption of the ordinance will take precedence over the schedule of prevailing wage rates set forth in the wage rate exhibit attached to and made part of the enacted ordinance. Penalties and debarment have also been added to the Act to encourage contractors to operate within terms of the Act.

Item Policy Commentary:

The ordinance does not specifically reflect each of these changes, but rather references the State law containing the actual changes. The draft ordinance being presented to you for your consideration is consistent with recent amendments to the law. While the Prevailing

Wage Rate Act gives the Illinois Department of Labor (“IDOL”) authority to set prevailing wage rates, it does not give IDOL the authority to interpret the Act in ways that exceed or are inconsistent with the clear meaning of the Act or inconsistent with its past practice under the Act without a specific statutory amendment in support of same.

By adopting this ordinance, the Village is agreeing to pay prevailing wages as set by IDOL and as required by the Act for the construction of all fixed public works – nothing more.

Proposed Action:

Adopt the ordinance.

**AN ORDINANCE ADOPTING PREVAILING WAGE RATES
FOR LABORERS, WORKERS AND MECHANICS
EMPLOYED ON PUBLIC WORKS PROJECTS
OF THE VILLAGE OF OAK PARK**

WHEREAS, the State of Illinois has enacted "An ACT regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, being Section 130/1 through 130/12, Chapter 820, Illinois Compiled Statutes, 2008; and

WHEREAS, the aforesaid Act requires that the Village of Oak Park investigate and ascertain the prevailing wage rates as defined in said Act for laborers, mechanics and other workers in the locality of said Village of Oak Park employed in performing construction of public works for said Village of Oak Park.

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois, as follows:

SECTION ONE: To the extent and as required by "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," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of this Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois, as of June 2012 a copy of that determination being

attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's rate determination attached hereto and apply to any and all public works construction undertaken by the Village. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.

SECTION TWO: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this Village to the extent required by the aforesaid Act.

SECTION THREE: The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of this Village this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION FOUR: The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION FIVE: The Village Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of

Labor of the State of Illinois.

SECTION SIX: The Village Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

ADOPTED this 18th day of June 2012.

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of June 2012.

David G. Pope
President

ATTEST:

Teresa Powell
Village Clerk

Cook County Prevailing Wage for June 2012

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRIC PWR GRNDMAN		ALL		32.640	46.850	1.5	1.5	2.0	8.000	10.12	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.920	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER		BLD		38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT 1		51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 2		49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 3		44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 4		36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER		ALL		40.200	42.700	2.0	2.0	2.0	12.67	15.61	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	8.380	6.820	0.000	0.430
SHEETMETAL WORKER		BLD		40.560	43.800	1.5	1.5	2.0	9.880	16.54	0.000	0.630

SIGN HANGER	BLD		29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER	BLD		49.200	51.200	1.5	1.5	2.0	9.750	8.200	0.000	0.450
STEEL ERECTOR	ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD		35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON	BLD		39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD		40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD		39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

Legend:

- RG (Region)
- TYP (Trade Type - All, Highway, Building, Floating, Oil
- C (Class)
- Base (Base Wage Rate)
- FRMAN (Foreman Rate)
- M-F>8 (OT required for any hour greater than 8 worke
- OSA (Overtime (OT) is required for every hour worke
- OSH (Overtime is required for every hour worked on
- H/W (Health & Welfare Insurance)
- Pensn (Pension)
- Vac (Vacation)
- Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical

systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if

damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All;

Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including $\frac{3}{4}$ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{3}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging

Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and

Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, hoses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

ITEM TITLE: RESOLUTION RELEASING CERTAIN EXECUTIVE SESSION MINUTES

Resolution or Ordinance No. _____

Date of Board Action: June 18, 2012

Staff Review: Jason Powell

Village Manager Office: UP

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

The Board of Trustees of the Village of Oak Park has from time to time in executive session for purposes authorized by the Illinois Open Meetings Act. As required by the Act, the Village Clerk has kept written minutes of all such executive sessions.

Pursuant to the requirements of 5 ILCS 12/2.06d, the Board of Trustees have also determined that the portion of the meetings that no longer require confidential treatment should be made available for public inspection.

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

The Village Clerk authorized and directed by the Resolution appended hereto to make the executive session minutes from the period of June 30, 2008 through April 9, 2012, and as identified on the list of meetings attached to said Resolution, available for inspection and copying as public records.

Item Budget Commentary:

N/A

Proposed Action:

Adopt the Resolution.

RESOLUTION
RELEASING CERTAIN EXECUTIVE SESSION MINUTES

WHEREAS, the Board of Trustees of the Village of Oak Park has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, as required by the Act, the Village Clerk has kept written minutes of all such executive sessions; and

WHEREAS, pursuant to the requirements of 5 ILCS 120/2.06d, the Board of Trustees has met in closed session to review all closed session minutes; and

WHEREAS, they have determined that the portion of the meetings that no longer require confidential treatment and should be made available for public inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF OAK PARK, ILLINOIS:

Section 1. The executive session minutes for the period from June 30, 2008 through April 9, 2012 set forth on the list attached hereto as Exhibit A and designated for release either as Full Sets or Partially Redacted Sets of Minutes are hereby approved and made available for release to the public.

Section 2. The Village Clerk is hereby authorized and directed to make said minutes available for inspection and copying as public records.

Section 3. The Village Clerk is further authorized and directed to destroy all verbatim recordings of Village Board meetings closed to the public that occurred prior to January 18, 2011.

Section 4. This resolution shall be in full force and effect from and after its passage.

ADOPTED this 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of June, 2012.

David G. Pope, Village President

ATTEST:

Teresa Powell, Village Clerk

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VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: *Resolution Authorizing Execution of a Contract with ComEd for the Interconnection and Net Metering of the Avenue Garage Solar Panel System.*

Resolution or Ordinance No. _____

Date of Board Action: *June 18, 2012*

Staff Review:

Sustainability Manager:



K.C. Poulos

Village Manager's Office:



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

Recognizing the need for local investment in renewable energy, and the opportunity to receive state funding, in September 2009, Village staff applied for a grant from the Illinois Department of Commerce and Economic Opportunity (DCEO) to design and build a 99-KW solar Photovoltaic (PV) array on the top deck of the Avenue Parking Garage. The Village was awarded a 75% grant for the Avenue solar project. By using the 75% DCEO grant, the Village solar panel system will be paid off in 8-10 years, after which the system will continue to offset the garage's electricity use and benefit from the SREC sales. The solar PV system is expected to provide electricity to the Avenue garage for a minimum of 25 years.

In November 2011, the Board approved the contract with Solar Service Inc. to install the solar panel system at a cost of \$765,680. The racking system and solar array was installed in February and March 2012 and went live in April. The system is interconnected with ComEd's electrical grid. The agreement before the Board outlines how the Village will receive credit for any energy the solar panel system feeds into the grid.

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

The Avenue Garage solar panels will offset electrical use at the parking garage by 20-30%. In addition, any energy produced that is not used by the garage will be fed into the ComEd electrical grid, and the Village will receive a credit based on the interconnection and net metering agreement. Net metering will begin once the agreement is signed, returned to ComEd and processed.

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

The Avenue Garage is owned solely by the Village of Oak Park; therefore, beyond the grant funding previously described, the opportunity for intergovernmental participation is not available for this project. The project will provide a model and pilot project for other local governments with ample rooftop for construction of future solar installations.

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

Future energy savings, net metering credits and solar renewable energy credit revenues will accrue to the Parking Fund throughout the lifetime of the Avenue Garage with an estimated total being approximately \$250,000 over the next 25 years.

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

The ComEd interconnection and net metering agreement is a standard contract required of all solar panel arrays connected to their electric grid system; therefore, no viable alternatives are available to obtain credit for solar energy placed on the grid.

Proposed Recommended Action: Approve the Resolution

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

Future energy savings, net metering credits and solar renewable energy credit revenues will accrue to the Parking Fund throughout the lifetime of the Avenue Garage with an estimated total being approximately \$250,000 over the next 25 years.

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

The ComEd interconnection and net metering agreement is a standard contract required of all solar panel arrays connected to their electric grid system; therefore, no viable alternatives are available to obtain credit for solar energy placed on the grid.

Proposed Recommended Action: Approve the Resolution

Section 466.APPENDIX D Levels 2 to 4 Contract

STANDARD AGREEMENT FOR INTERCONNECTION OF DISTRIBUTED GENERATION FACILITIES WITH A CAPACITY LESS THAN OR EQUAL TO 10 MVA

This agreement ("Agreement") is made and entered into this 4th day of June 2012, by and between Village of Oak Park ("interconnection customer"), as an individual person, or as a municipal corporation organized and existing under the laws of the State of Illinois, and ComEd ("Electric Distribution Company" (EDC)), a public utility existing under the laws of the State of Illinois. Interconnection customer and EDC each may be referred to as a "Party," or collectively as the "Parties."

Recitals:

Whereas, interconnection customer is proposing to install or direct the installation of a distributed generation facility, or is proposing a generating capacity addition to an existing distributed generation facility, consistent with the interconnection request application form completed by interconnection customer on _____; and

Whereas, the interconnection customer will operate and maintain, or cause the operation and maintenance of, the distributed generation facility; and

Whereas, interconnection customer desires to interconnect the distributed generation facility with EDC's electric distribution system.

Now, therefore, in consideration of the premises and mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

Article 1. **Scope and Limitations of Agreement**

- 1.1 This Agreement shall be used for all approved interconnection requests for distributed generation facilities that fall under Levels 2, 3 and 4 according to the procedures set forth in Part 466 of the Commission's rules (83 Ill. Adm. Code 466) (referred to as the Illinois Distributed Generation Interconnection Standard).
- 1.2 This Agreement governs the terms and conditions under which the distributed generation facility will interconnect to, and operate in parallel with, the EDC's electric distribution system.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the interconnection customer's power.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between the EDC and the interconnection customer.

- 1.5 Terms used in this agreement are defined as in Section 466.30 of the Illinois Distributed Generation Interconnection Standard unless otherwise noted.
- 1.6 Responsibilities of the Parties
- 1.6.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations.
- 1.6.2 The EDC shall construct, own, operate, and maintain its interconnection facilities in accordance with this Agreement.
- 1.6.3 The interconnection customer shall construct, own, operate, and maintain its distributed generation facility and interconnection facilities in accordance with this Agreement.
- 1.6.4 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of its respective lines and appurtenances on its respective sides of the point of interconnection.
- 1.6.5 The interconnection customer agrees to design, install, maintain and operate its distributed generation facility so as to minimize the likelihood of causing an adverse system impact on the electric distribution system or any other electric system that is not owned or operated by the EDC.
- 1.7 Parallel Operation Obligations
Once the distributed generation facility has been authorized to commence parallel operation, the interconnection customer shall abide by all operating procedures established in IEEE Standard 1547 and any other applicable laws, statutes or guidelines, including those specified in Attachment 4 of this Agreement.
- 1.8 Metering
The interconnection customer shall be responsible for the cost to purchase, install, operate, maintain, test, repair, and replace metering and data acquisition equipment specified in Attachments 5 and 6 of this Agreement.
- 1.9 Reactive Power
- 1.9.1 Interconnection customers with a distributed generation facility larger than or equal to 1 MVA shall design their distributed generation facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times. Interconnection customers with a distributed generation facility smaller than 1 MVA shall design their distributed generation facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.
- 1.9.2 Any EDC requirements for meeting a specific voltage or specific reactive power schedule as a condition for interconnection shall be clearly specified in Attachment 4. Under no circumstance shall the EDC's additional requirements for voltage or reactive power schedules exceed the normal operating capabilities of

the distributed generation facility.

- 1.9.3 If the interconnection customer does not operate the distributed generation facility within the power factor range specified in Attachment 4, or does not operate the distributed generation facility in accordance with a voltage or reactive power schedule specified in Attachment 4, the interconnection customer is in default, and the terms of Article 6.5 apply.

1.10 Standards of Operations

The interconnection customer must obtain all certifications, permits, licenses and approvals necessary to construct, operate and maintain the facility and to perform its obligations under this Agreement. The interconnection customer is responsible for coordinating and synchronizing the distributed generation facility with the EDC's system. The interconnection customer is responsible for any damage that is caused by the interconnection customer's failure to coordinate or synchronize the distributed generation facility with the electric distribution system. The interconnection customer agrees to be primarily liable for any damages resulting from the continued operation of the distributed generation facility after the EDC ceases to energize the line section to which the distributed generation facility is connected. In Attachment 4, the EDC shall specify the shortest reclose time setting for its protection equipment that could affect the distributed generation facility. The EDC shall notify the interconnection customer at least 10 business days prior to adopting a faster reclose time on any automatic protective equipment, such as a circuit breaker or line recloser, that might affect the distributed generation facility.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

The interconnection customer shall test and inspect its distributed generation facility including the interconnection equipment prior to interconnection in accordance with IEEE Standard 1547 (2003) and IEEE Standard 1547.1 (2005). The interconnection customer shall not operate its distributed generation facility in parallel with the EDC's electric distribution system without prior written authorization by the EDC as provided for in Articles 2.1.1-2.1.3.

- 2.1.1 The EDC shall perform a witness test after construction of the distributed generation facility is completed, but before parallel operation, unless the EDC specifically waives the witness test. The interconnection customer shall provide the EDC at least 15 business days notice of the planned commissioning test for the distributed generation facility. If the EDC performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the interconnection customer to schedule the witness test at a mutually agreeable time within 10 business days after the scheduled commissioning test designated on the application. If the EDC does not perform the witness test within 10 business days after the commissioning test, the witness test is deemed waived unless the Parties mutually agree to extend the date for scheduling the witness test, or unless the EDC cannot do so for good cause, in which case, the Parties shall agree to another date for scheduling the test within 10 business days after the original scheduled

date. If the witness test is not acceptable to the EDC, the interconnection customer has 30 business days to address and resolve any deficiencies. This time period may be extended upon agreement between the EDC and the interconnection customer. If the interconnection customer fails to address and resolve the deficiencies to the satisfaction of the EDC, the applicable cure provisions of Article 6.5 shall apply. The interconnection customer shall, if requested by the EDC, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE Standard 1547.1.

- 2.1.2 If the interconnection customer conducts interim testing of the distributed generation facility prior to the witness test, the interconnection customer shall obtain permission from the EDC before each occurrence of operating the distributed generation facility in parallel with the electric distribution system. The EDC may, at its own expense, send qualified personnel to the distributed generation facility to observe such interim testing, but it cannot mandate that these tests be considered in the final witness test. The EDC is not required to observe the interim testing or precluded from requiring the tests be repeated at the final witness test.
- 2.1.3 After the distributed generation facility passes the witness test, the EDC shall affix an authorized signature to the certificate of completion and return it to the interconnection customer approving the interconnection and authorizing parallel operation. The authorization shall not be conditioned or delayed.

2.2 Commercial Operation

The interconnection customer shall not operate the distributed generation facility, except for interim testing as provided in Article 2.1, until such time as the certificate of completion is signed by all Parties.

2.3 Right of Access

The EDC must have access to the disconnect switch and metering equipment of the distributed generation facility at all times. When practical, the EDC shall provide notice to the customer prior to using its right of access.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by all Parties.

3.2 Term of Agreement

This Agreement shall become effective on the effective date and shall remain in effect unless terminated in accordance with Article 3.3 of this Agreement.

3.3 Termination

- 3.3.1 The interconnection customer may terminate this Agreement at any time by giving the EDC 30 calendar days prior written notice.
- 3.3.2 Either Party may terminate this Agreement after default pursuant to Article 6.5.

- 3.3.3 The EDC may terminate, upon 60 calendar days' prior written notice, for failure of the interconnection customer to complete construction of the distributed generation facility within 12 months after the in-service date as specified by the Parties in Attachment 2, which may be extended by agreement between the Parties.
- 3.3.4 The EDC may terminate this Agreement, upon 60 calendar days' prior written notice, if the interconnection customer has abandoned, cancelled, permanently disconnected or stopped development, construction, or operation of the distributed generation facility, or if the interconnection customer fails to operate the distributed generation facility in parallel with the EDC's electric system for three consecutive years.
- 3.3.5 Upon termination of this Agreement, the distributed generation facility will be disconnected from the EDC's electric distribution system. Terminating this Agreement does not relieve either Party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.
- 3.3.6 If the Agreement is terminated, the interconnection customer loses its position in the interconnection queue.

3.4 Temporary Disconnection

A Party may temporarily disconnect the distributed generation facility from the electric distribution system in the event one or more of the following conditions or events occurs:

- 3.4.1 Emergency conditions – shall mean any condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that the EDC determines is likely to cause an adverse system impact, or is likely to have a material adverse effect on the EDC's electric distribution system, interconnection facilities or other facilities, or is likely to interrupt or materially interfere with the provision of electric utility service to other customers; or (3) that is likely to cause a material adverse effect on the distributed generation facility or the interconnection equipment. Under emergency conditions, the EDC or the interconnection customer may suspend interconnection service and temporarily disconnect the distributed generation facility from the electric distribution system. The EDC must notify the interconnection customer when it becomes aware of any conditions that might affect the interconnection customer's operation of the distributed generation facility. The interconnection customer shall notify the EDC when it becomes aware of any condition that might affect the EDC's electric distribution system. To the extent information is known, the notification shall describe the condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.
- 3.4.2 Scheduled maintenance, construction, or repair – the EDC may interrupt interconnection service or curtail the output of the distributed generation facility and temporarily disconnect the distributed generation facility from the EDC's electric distribution system when necessary for scheduled maintenance, construction, or repairs on EDC's electric distribution system. To the extent

possible, the EDC shall provide the interconnection customer with notice five business days before an interruption. The EDC shall coordinate the reduction or temporary disconnection with the interconnection customer; however, the interconnection customer is responsible for out-of-pocket costs incurred by the EDC for deferring or rescheduling maintenance, construction or repair at the interconnection customer's request.

- 3.4.3 Forced outages – The EDC may suspend interconnection service to repair the EDC's electric distribution system. The EDC shall provide the interconnection customer with prior notice, if possible. If prior notice is not possible, the EDC shall, upon written request, provide the interconnection customer with written documentation, after the fact, explaining the circumstances of the disconnection.
- 3.4.4 Adverse system impact – the EDC must provide the interconnection customer with written notice of its intention to disconnect the distributed generation facility, if the EDC determines that operation of the distributed generation facility creates an adverse system impact. The documentation that supports the EDC's decision to disconnect must be provided to the interconnection customer. The EDC may disconnect the distributed generation facility if, after receipt of the notice, the interconnection customer fails to remedy the adverse system impact, unless emergency conditions exist, in which case, the provisions of Article 3.4.1 apply. The EDC may continue to leave the generating facility disconnected until the adverse system impact is corrected.
- 3.4.5 Modification of the distributed generation facility – The interconnection customer must receive written authorization from the EDC prior to making any change to the distributed generation facility, other than a minor equipment modification. If the interconnection customer modifies its facility without the EDC's prior written authorization, the EDC has the right to disconnect the distributed generation facility until such time as the EDC concludes the modification poses no threat to the safety or reliability of its electric distribution system.
- 3.4.6 The EDC is not responsible for any lost opportunity or other costs incurred by the interconnection customer as a result of an interruption of service under Article 3.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

- 4.1.1 The interconnection customer shall pay for the cost of the interconnection facilities itemized in Attachment 3. The EDC shall identify the additional interconnection facilities necessary to interconnect the distributed generation facility with the EDC's electric distribution system, the cost of those facilities, and the time required to build and install those facilities, as well as an estimated date of completion of the building or installation of those facilities.
- 4.1.2 The interconnection customer is responsible for its expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its interconnection equipment.

4.2 Distribution Upgrades

The EDC shall design, procure, construct, install, and own any distribution upgrades. The actual cost of the distribution upgrades, including overheads, shall be directly assigned to the interconnection customer whose distributed generation facility caused the need for the distribution upgrades.

Article 5. Billing, Payment, Milestones, and Financial Security

5.1 Billing and Payment Procedures and Final Accounting (Applies to additional reviews conducted under a Level 2 review and Level 4 reviews)

5.1.1 The EDC shall bill the interconnection customer for the design, engineering, construction, and procurement costs of EDC-provided interconnection facilities and distribution upgrades contemplated by this Agreement as set forth in Attachment 3. The billing shall occur on a monthly basis, or as otherwise agreed to between the Parties. The interconnection customer shall pay each bill within 30 calendar days after receipt, or as otherwise agreed to between the Parties.

5.1.2 Within 90 calendar days after completing the construction and installation of the EDC's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the EDC shall provide the interconnection customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the EDC's interconnection facilities and distribution upgrades; and (2) the interconnection customer's previous deposit and aggregate payments to the EDC for the interconnection facilities and distribution upgrades. If the interconnection customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the interconnection customer for the amount due and the interconnection customer shall make payment to the EDC within 30 calendar days. If the interconnection customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the interconnection customer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection customer, if the difference between the budget estimate and the actual cost exceeds 20%, the EDC will provide a written explanation for the difference.

5.1.3 If a Party disputes any portion of its payment obligation pursuant to this Article 5, the Party shall pay in a timely manner all non-disputed portions of its invoice, and the disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article 8. A Party disputing a portion of an Article 5 payment shall not be considered to be in default of its obligations under to this Article.

5.2 Interconnection Customer Deposit

At least 20 business days prior to the commencement of the design, procurement, installation, or construction of the EDC's interconnection facilities and distribution upgrades, the interconnection customer shall provide the EDC with a deposit equal to

100% of the estimated, non-binding cost to procure, install, or construct any such facilities. However, when the estimated date of completion of the building or installation of facilities exceeds three months from the date of notification,

pursuant to Article 4.1.1 of this Agreement, this deposit may be held in escrow by a mutually agreed-upon third-party, with any interest to inure to the benefit of the interconnection customer.

Article 6. Assignment, Limitation on Damages, Indemnity, Force Majeure, and Default

6.1 Assignment

This Agreement may be assigned by either Party. If the interconnection customer attempts to assign this Agreement, the assignee must agree to the terms of this Agreement in writing and such writing must be provided to the EDC. Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason of the assignment. An assignee is responsible for meeting the same obligations as the assignor.

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate (including mergers, consolidations, or transfers or a sale of a substantial portion of the Party's assets, between the Party and another entity), of the assigning Party that has an equal or greater credit rating and the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

6.1.2 The interconnection customer can assign this Agreement, without the consent of the EDC, for collateral security purposes to aid in providing financing for the distributed generation facility.

6.2 Limitation on Damages

Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages and reasonable attorney's fees, and all other damages at law are waived. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits, lost revenues, replacement power, cost of capital or replacement equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Article 6.2 shall survive the termination or expiration of the Agreement.

6.3 Indemnity

6.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

- 6.3.2 The interconnection customer shall indemnify and defend the EDC and the EDC's directors, officers, employees, and agents, from all damages and expenses resulting from a third party claim arising out of or based upon the interconnection customer's (a) negligence or willful misconduct or (b) breach of this Agreement.
- 6.3.3 The EDC shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the EDC's (a) negligence or willful misconduct or (b) breach of this Agreement.
- 6.3.4 Within 5 business days after receipt by an indemnified Party of any claim or notice that an action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply has commenced, the indemnified Party shall notify the indemnifying Party of such fact. The failure to notify, or a delay in notification, shall not affect a Party's indemnification obligation unless that failure or delay is materially prejudicial to the indemnifying Party.
- 6.3.5 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, that indemnified Party may, at the expense of the indemnifying Party, contest, settle or consent to the entry of any judgment with respect to, or pay in full, the claim.
- 6.3.6 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of the indemnified Party's actual loss, net of any insurance or other recovery.
- 6.4 Force Majeure
- 6.4.1 As used in this Article, a force majeure event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing by the Party claiming force majeure.
- 6.4.2 If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the force majeure event ("Affected Party") shall notify the other Party of the existence of the force majeure event within one business day. The notification must specify the circumstances of the force

majeure event, its expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance. If the initial notification is verbal, it must be followed up with a written notification within one business day. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force majeure event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the force majeure event cannot be otherwise mitigated.

6.5 Default

- 6.5.1 No default shall exist when the failure to discharge an obligation (other than the payment of money) results from a force majeure event as defined in this Agreement, or the result of an act or omission of the other Party.
- 6.5.2 A Party shall be in default ("Default") of this Agreement if it fails in any material respect to comply with, observe or perform, or defaults in the performance of, any covenant or obligation under this Agreement and fails to cure the failure within 60 calendar days after receiving written notice from the other Party. Upon a default of this Agreement, the non-defaulting Party shall give written notice of the default to the defaulting Party. Except as provided in Article 6.5.3, the defaulting Party has 60 calendar days after receipt of the default notice to cure the default; provided, however, if the default cannot be cured within 60 calendar days, the defaulting Party shall commence the cure within 20 calendar days after original notice and complete the cure within six months from receipt of the default notice; and, if cured within that time, the default specified in the notice shall cease to exist.
- 6.5.3 If a Party has assigned this Agreement in a manner that is not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, and is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party has 30 days from receipt of the default notice to cure the default.
- 6.5.4 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for in this Article, the non-defaulting Party shall have the right to terminate this Agreement by written notice, and be relieved of any further obligation under this Agreement and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due under this Agreement, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article shall survive termination of this Agreement.

Article 7. Insurance

For distributed generation facilities with a nameplate capacity of 1 MVA or above, the interconnection customer shall carry sufficient insurance coverage so that the maximum comprehensive/general liability coverage that is continuously maintained by the interconnection customer during the term shall be not less than \$2,000,000 for each

occurrence, and an aggregate, if any, of at least \$4,000,000. The EDC, its officers, employees and agents shall be added as an additional insured on this policy. The interconnection customer agrees to provide the EDC with at least 30 calendar days advance written notice of cancellation, reduction in limits, or non-renewal of any insurance policy required by this Article.

Article 8. Dispute Resolution

- 8.1 Parties shall attempt to resolve all disputes regarding interconnection as provided in this Article in a good faith manner.
- 8.2 If there is a dispute between the Parties about an interpretation of the Agreement, the aggrieved Party shall issue a written notice to the other Party to the agreement that specifies the dispute and the Agreement articles that are disputed.
- 8.3 A meeting between the Parties shall be held within ten days after receipt of the written notice. Persons with decision-making authority from each Party shall attend the meeting. If the dispute involves technical issues, persons with sufficient technical expertise and familiarity with the issue in dispute from each Party shall also attend the meeting. The meeting may be conducted by teleconference.
- 8.4 After the first meeting, each Party may seek resolution through complaint or mediation procedures available at the Commission. The Commission may designate an engineer from the Commission's Energy Division to assist in resolving the dispute. Dispute resolution shall be conducted in a manner designed to minimize costs and delay. Dispute resolution may be conducted by phone.
- 8.5 Pursuit of dispute resolution may not affect an interconnection request or an interconnection applicant's position in the EDC's interconnection queue.
- 8.6 If the Parties fail to resolve their dispute under the dispute resolution provisions of this Article, nothing in this Article shall affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement.

Article 9. Miscellaneous

- 9.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Illinois, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek change in, appeal, or otherwise contest any laws, orders or regulations of a governmental authority. The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against the EDC or interconnection customer, regardless of the involvement of either Party in drafting this Agreement.

- 9.2 Amendment

Modification of this Agreement shall be only by a written instrument duly executed by both Parties.

- 9.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations in this Agreement assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

9.4 Waiver

9.4.1 Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting the waiver, but the waiver or failure to insist upon strict compliance with the obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.4.2. Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights under this Agreement terminated, shall not constitute a waiver or relinquishment of any rights set out in this Agreement, but the same shall be and remain at all times in full force and effect, unless and only to the extent expressly set forth in a written document signed by that Party granting the waiver or relinquishing any such rights. Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition of this Agreement.

9.5 Entire Agreement

Except as provided in Article 9.1, this Agreement, including all attachments, constitutes the entire Agreement between the Parties with reference to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

9.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties, or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

9.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) that portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by the ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

9.9 Environmental Releases

Each Party shall notify the other Party of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the distributed generation facility or the interconnection facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided that Party makes a good faith effort to provide the notice no later than 24 hours after that Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

9.10 Subcontractors

Nothing in this Agreement shall prevent a Party from using the services of any subcontractor it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing services and each Party shall remain primarily liable to the other Party for the performance of the subcontractor.

9.10.1 A subcontract relationship does not relieve any Party of any of its obligations under this Agreement. The hiring Party remains responsible to the other Party for the acts or omissions of its subcontractor. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of the hiring Party.

9.10.2 The obligations under this Article cannot be limited in any way by any limitation of subcontractor's insurance.

Article 10. Notices

10.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Interconnection Customer: Village of Oak Park

Attention: Simone M. Boutet, Acting Village Attorney

Address: 123 Madison Street

City: Oak Park State: IL Zip: 60302

Phone: 708-358-5665 Fax: 708-358-5106 E-mail: boutet@oak-park.us

If to EDC:

EDC: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other Party and not required by this Agreement to be in writing may be given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out above.

10.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

If to Interconnection Customer:

Interconnection Customer: Village of Oak Park

Attention: Jill Velan, Interim Parking Manager

Address: 123 Madison Street

City: Oak Park State: IL Zip: 60302

If to EDC:

EDC: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

10.3 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications that may be necessary or convenient for the administration of this Agreement. This

person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative: Village of Oak Park

Attention: Vic Sabaliauskas, Building Maintenance Superintendent

Address: 201 South Boulevard

City: Oak Park State: IL Zip: 60302

EDC's Operating Representative: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

10.4 Changes to the Notice Information

Either Party may change this notice information by giving five business days written notice before the effective date of the change.

Article 11. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Interconnection Customer:

Signature Name: _____

Name & Title: Cara Pavlicek, Interim Village Manager

Date: May 29, 2012

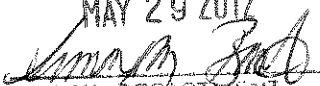
For EDC:

Name: _____

Title: _____

Date: _____

REVIEWED AND APPROVED
AS TO FORM

MAY 29 2012

LAW DEPARTMENT

Attachment 1

Definitions

Adverse system impact – A negative effect that compromises the safety or reliability of the electric distribution system or materially affects the quality of electric service provided by the electric distribution company (EDC) to other customers.

Applicable laws and regulations – All duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any governmental authority, having jurisdiction over the Parties.

Commissioning test – Tests applied to a distributed generation facility by the applicant after construction is completed to verify that the facility does not create adverse system impacts. At a minimum, the scope of the commissioning tests performed shall include the commissioning test specified IEEE Standard 1547 Section 5.4 “Commissioning tests.”

Distributed generation facility – The equipment used by an interconnection customer to generate or store electricity that operates in parallel with the electric distribution system. A distributed generation facility typically includes an electric generator, prime mover, and the interconnection equipment required to safely interconnect with the electric distribution system or a local electric power system.

Distribution upgrades – A required addition or modification to the EDC’s electric distribution system at or beyond the point of interconnection to accommodate the interconnection of a distributed generation facility. Distribution upgrades do not include interconnection facilities.

Electric distribution company or EDC – Any electric utility entity subject to the jurisdiction of the Illinois Commerce Commission.

Electric distribution system – The facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from interchanges with higher voltage transmission networks that transport bulk power over longer distances. The voltage levels at which electric distribution systems operate differ among areas but generally carry less than 100 kilovolts of electricity. Electric distribution system has the same meaning as the term Area EPS, as defined in 3.1.6.1 of IEEE Standard 1547.

Facilities study – An engineering study conducted by the EDC to determine the required modifications to the EDC’s electric distribution system, including the cost and the time required to build and install the modifications, as necessary to accommodate an interconnection request.

Force majeure event – Any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control. A force majeure event does not include an act of gross negligence or intentional wrongdoing.

Governmental authority – Any federal, State, local or other governmental regulatory or administrative agency, court, commission, department, board, other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that this term does not include the interconnection customer, EDC or any affiliate of either.

IEEE Standard 1547 – The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue, New York NY 10016-5997, Standard 1547 (2003), “Standard for Interconnecting Distributed Resources with Electric Power Systems.”

IEEE Standard 1547.1 – The IEEE Standard 1547.1 (2005), “Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.”

Interconnection agreement or Agreement – The agreement between the interconnection customer and the EDC. The interconnection agreement governs the connection of the distributed generation facility to the EDC’s electric distribution system and the ongoing operation of the distributed generation facility after it is connected to the EDC’s electric distribution system.

Interconnection customer – The entity entering into this Agreement for the purpose of interconnecting a distributed generation facility to the EDC’s electric distribution system.

Interconnection equipment – A group of components or an integrated system connecting an electric generator with a local electric power system or an electric distribution system that includes all interface equipment, including switchgear, protective devices, inverters or other interface devices. Interconnection equipment may be installed as part of an integrated equipment package that includes a generator or other electric source.

Interconnection facilities – Facilities and equipment required by the EDC to accommodate the interconnection of a distributed generation facility. Collectively, interconnection facilities include all facilities, and equipment between the distributed generation facility and the point of interconnection, including modification, additions, or upgrades that are necessary to physically and electrically interconnect the distributed generation facility to the electric distribution system. Interconnection facilities are sole use facilities and do not include distribution upgrades.

Interconnection request – An interconnection customer's request, on the required form, for the interconnection of a new distributed generation facility, or to increase the capacity or change the operating characteristics of an existing distributed generation facility that is interconnected with the EDC’s electric distribution system.

Interconnection study – Any of the following studies, as determined to be appropriate by the EDC: the interconnection feasibility study, the interconnection system impact study, and the interconnection facilities study.

Illinois standard distributed generation interconnection rules – The most current version of the procedures for interconnecting distributed generation facilities adopted by the Illinois Commerce Commission. See 83 Ill. Adm. Code 466.

Parallel operation or Parallel – The state of operation that occurs when a distributed generation facility is connected electrically to the electric distribution system.

Point of interconnection – The point where the distributed generation facility is electrically connected to the electric distribution system. Point of interconnection has the same meaning as the term “point of common coupling” defined in 3.1.13 of IEEE Standard 1547.

Witness test – For lab-certified equipment, verification (either by an on-site observation or review of documents) by the EDC that the interconnection installation evaluation required by IEEE Standard 1547 Section 5.3 and the commissioning test required by IEEE Standard 1547 Section 5.4 have been adequately performed. For interconnection equipment that has not been lab-certified, the witness test shall also include verification by the EDC of the on-site design tests required by IEEE Standard 1547 Section 5.1 and verification by the EDC of production tests required by IEEE Standard 1547 Section 5.2. All tests verified by the EDC are to be performed in accordance with the test procedures specified by IEEE Standard 1547.1.

Attachment 2
Construction Schedule, Proposed Equipment & Settings

This attachment is to be completed by the interconnection customer and shall include the following:

1. The construction schedule for the distributed generation facility.
2. A one-line diagram indicating the distributed generation facility, interconnection equipment, interconnection facilities, metering equipment, and distribution upgrades.
3. Component specifications for equipment identified in the one-line diagram.
4. Component settings.
5. Proposed sequence of operations.
6. A three line diagram showing current potential circuits for protective relays.
7. Relay tripping and control schematic diagram.

Attachment 3
Description, Costs and Time Required to Build and Install the EDC's
Interconnection Facilities

This attachment is to be completed by the EDC and shall include the following:

1. Required interconnection facilities, including any required metering.
2. An estimate of itemized costs charged by the EDC for interconnection, including overheads, based on results from prior studies.
3. An estimate for the time required to build and install the EDC's interconnection facilities based on results from prior studies and an estimate of the date upon which the facilities will be completed.

Attachment 4

Operating Requirements for Distributed Generation Facilities Operating in Parallel

The EDC shall list specific operating practices that apply to this distributed generation interconnection and the conditions under which each listed specific operating practice applies.

Attachment 5

Monitoring and Control Requirements

This attachment is to be completed by the EDC and shall include the following:

1. The EDC's monitoring and control requirements must be specified, along with a reference to the EDC's written requirements documents from which these requirements are derived.
2. An internet link to the requirements documents.

Attachment 6
Metering Requirements

This attachment is to be completed by the EDC and shall include the following:

1. The metering requirements for the distributed generation facility.
2. Identification of the appropriate tariffs that establish these requirements.
3. An internet link to these tariffs.

Attachment 7

As Built Documents

This attachment is to be completed by the interconnection customer and shall include the following:

When it returns the certificate of completion to the EDC, the interconnection customer shall provide the EDC with documents detailing the as-built status of the following:

1. A one-line diagram indicating the distributed generation facility, interconnection equipment, interconnection facilities, and metering equipment.
2. Component specifications for equipment identified in the one-line diagram.
3. Component settings.
4. Proposed sequence of operations.
5. A three-line diagram showing current potential circuits for protective relays.
6. Relay tripping and control schematic diagram.

Q

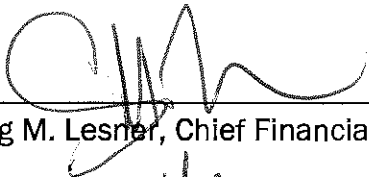
VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing Execution of a Contract with Sikich, LLP for Accounting Services for Fiscal Year 2011 for an amount not to exceed \$75,000

Resolution or Ordinance No. _____

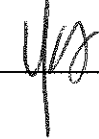
Date of Board Action: *June 18, 2012*

Staff Review: Department Director Name:



Craig M. Lesner, Chief Financial Officer

Village Manager's Office:



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

On December 2, 2008, pursuant to a competitive bid process, the Village awarded a contract for auditing services to Sikich for fiscal years 2008 through 2010 with options to extend to 2011 and 2012. The initial contract was approved with an amount not to exceed \$65,000.

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

In preparing for the FY 2011 audit, staff determined supplementary resources were needed and requested additional time from Sikich to function as staff accountants focusing on adjusting journal entries related to capital assets and debt.

Given Sikich's familiarity with the Village's chart of accounts and historical activity, staff determined using them would produce the most cost effective results. The caveat being that whoever generated the work product, couldn't also audit the work product.

Since the firm was initially authorized to perform auditing services, staff feels it appropriate to seek authority for the additional work performed.

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

Not applicable.

VILLAGE OF OAK PARK

AGENDA ITEM COMMENTARY

- Continued -

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

The additional costs sum to \$6,372 and are charged to 1001-41300-101-530670 (auditing service fees). Staff is requesting additional funding, up to \$10,000, to account for work in finalizing work papers from the 2011 audit and transitioning all work product to the newly hired Deputy Chief Financial Officer.

This will increase total authorization from \$65,000 to \$75,000.

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

NA

Proposed Recommended Action:

Approve the Resolution

**RESOLUTION AUTHORIZING SIKICH TO PERFORM ACCOUNTING
SERVICES NOT TO EXCEED \$75,000**

WHEREAS: The Village Board authorized a contract with Sikich, LLP on December 2, 2008 to provide auditing services;

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

Sikich, LLP is further authorized to provide additional accounting services in order to assist staff in preparing for the annual audit in an amount not to exceed \$10,000 for the FY 2011 audit. In all, this brings the total authorized contract amount to \$75,000. Resources as provided will be precluded from auditing said work pursuant to generally accepted auditing practices.

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

ADOPTED this 18TH day of **June 2012**, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this _____ day of June 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

COPY

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: RESOLUTION AUTHORIZING AN AUDITING SERVICES CONTRACT FOR FISCAL YEARS 2008 IN AN AMOUNT NOT TO EXCEED \$65,000 WITH A FOUR-YEAR RENEWAL OPTION FOR FY 2009 THROUGH 2012

Resolution or Ordinance No. _____

Date of Board Action 12/2/2008

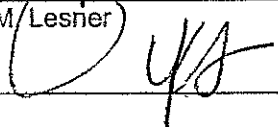
Staff Review:

Chief Financial Officer



Craig M. Lesner

Village Manager' Office



Item History (Previous Board Review, Related Action, and History): The Board last awarded an audit contract for FY 2008 under the context of a one-year extension of the previous contract. The extension allowed staff adequate time to issue a Request for Proposals (RFP) and properly evaluate the responses.

Item Policy Commentary (Key Points, Recommendation, and Background): The Village issued a request for proposals (RFP) in the Fall of 2007 but only received two responses, one of which was the current auditor Sikich.

In August of 2008, the Village issued another RFP and received four responses. Each was evaluated based on the annual cost, the overall contract costs, qualifications of the firm, and the references of the firm.

Overall, the evaluation committee found Sikich LLP to be the most responsive to the Village's current needs at a below-average price of service. Sikich's stated price was 22% below the average of all respondents and was the second to lowest bidder. The lowest bidder was not evaluated well on other criteria and there generated a lesser score than Sikich.

For the three effective years of the contract, the respondents and bids were as follows:

Wolf Financial Group,	\$196,900
Sikich, LLP,	\$200,770
Virchow Krause & co.,	\$269,100
Crowe Chizek and Co., LLP	\$363,900

As a condition of continuing to use Sikich, Village staff has requested the senior engagement manager to be replaced with another resource in order to ensure audit objectivity. This common with an auditor that has been servicing a particular client for a number of years and should not be viewed as a reflection of the performance of the current audit team.

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY
Page 2

Item Budget Commentary: There is \$65,000 budgeted in the Finance Department, General Fund for auditing services in FY 2009. Each year, the contract amount increases by 4.5%, subject to the annual appropriation by the Board.

Proposed Action: Approve the resolution.



1415 W. Diehl Road, Suite 400 • Naperville, IL 60563

December 6, 2011

Mr. Craig Lesner
Finance Director
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

Dear Craig:

We are pleased to confirm our understanding of the services we are to provide the Village of Oak Park for the year ended December 31, 2011. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Village of Oak Park as of and for the year ended December 31, 2011.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village of Oak Park's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to supplement the Village of Oak Park's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual, for the General Fund and any major special revenue funds.
3. Schedule of Funding Progress and Schedule of Employer Contributions for the Illinois Municipal Retirement Fund, Police Pension Fund, and Firefighters' Pension Fund.

4. Notes to Required Supplementary Information
5. Schedule of expenditures of federal awards

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

1. Introductory Section
2. Other Supplemental Information
3. Statistical Section

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. The objective also includes reporting on -

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

The non-attest services expected to be performed during our audit of the financial statements as of and for the year ended December 31, 2011 as specified in the Village's 2008 *Request for Proposal* are as follows:

1. Prepare fifty (50) copies and one electronic copy (.pdf) of the comprehensive annual financial report (CAFR) of the Village (report covers, binders, dividers, introductory section, Management's Discussion and Analysis, other supplemental information, and statistical section information to be provided by Village).
2. Prepare twenty-five (25) copies of the management letter.
3. Prepare twenty-five copies (25) of the Single Audit Report.
4. Prepare three copies (3) and electronic filing of the Illinois Comptroller Annual Financial Report.
5. Prepare 25 copies (25) of the report on compliance with provisions of 65 ILCS 5/11-74 of the Illinois Tax Increment Redevelopment Allocation Act.
6. Assist the Village in submitting its comprehensive annual financial report (CAFR) to the Certificate of Achievement for Excellence in Financial Reporting Program, including preparation of the GFOA Certificate Responses and review of the application materials.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Village of Oak Park and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review in January 2012. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge that as a condition of our agreement to perform an audit, you agree to the best of your knowledge and belief to be truthful, accurate, and complete in the representations you make to us during the course of the audit and in the representations provided to us at the completion of the audit.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village of Oak Park's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Village of Oak Park's major programs. The purpose of those procedures will be to express an opinion on the Village of Oak Park's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees and Other

We understand that the Village will provide us with the basic information required for our audit, including information specified in the *Client Assist Workpaper Listing*, Preliminary Fieldwork and in the *Client Assist Workpaper Listing*, Final Fieldwork (to be developed and delivered to the Village at the conclusion of preliminary fieldwork), and that the Village is responsible for the accuracy and completeness of that information.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

At the conclusion of the engagement, we will complete the appropriate sections of and electronically certify the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse. The Data Collection Form and the reporting package must be submitted and certified within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Sikich LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to granting agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Sikich LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five (5) years after the report release or for any additional period requested by the Village. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our preliminary fieldwork in February 2012 with final fieldwork scheduled to begin in May 2012 or when the client assist workpapers are prepared, and to issue our reports in preliminary form no later than June 11, 2012. Final reports will be issued upon your approval of the preliminary drafts. Daniel A. Berg is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comments received during the period of the contract. Our 2011 peer review report accompanies this letter.

Our fee for these services will not exceed \$67,600 and \$700 for assistance related to the implementation of GASB Statement No. 54 *Fund Balance Reporting and Governmental Fund Definitions* for the Village, which includes out-of-pocket costs such as report reproduction, postage, etc. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Services will be invoiced to you from time to time as work progresses. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty days of receipt of an invoice. Invoices not paid within sixty days are subject to finance charges of 1% per month (12% annually). We also reserve the right to suspend or terminate services, including those referenced above, until such time as past due balances are paid. If we elect to terminate our services, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and out of pocket costs incurred by us through the date of termination. These fees are based on the assumption that the City's fund and account structure has remained consistent from the prior year and that the City will provide us with adjusted trial balances by individual fund. This fee is also based on anticipated cooperation from your personnel in preparing adjusted trial balances by fund, confirmations of account balances, schedules of account analysis, and other requested client assisted workpapers on a timely basis and the assumption that unexpected circumstances will not be encountered during the audit. If the City is not able to provide the information that we need to complete the audit on a timely basis due to staffing constraints or for any other reason, we will provide the additional services necessary at our standard hourly rate for accounting services. From our prior experience, we anticipate the fees for additional services will be subject to negotiation. Services will be invoiced to you from time to time as work progresses.

There are three items which can significantly increase the time required to conduct an audit - 1) adjustments recorded after we are provided a trial balance at the commencement of the audit; 2) consistency of your key accounting personnel who are involved with the audit; and 3) not being ready with all requested items at the audit commencement which can lead to a temporary

suspension of the audit. Should any of these situations be encountered, it may be necessary to increase our fees for the incremental time.

We reserve the right to suspend or terminate services for reasonable cause, such as failure to pay our invoices on a timely basis or failure to provide the information or cooperation necessary for successful performance of our services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed (specify expected deliverable). You will be obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to one times the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

If any dispute, controversy or claim arises in connection with the performance or breach of the agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Mediation Rules of the American Arbitration Association. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

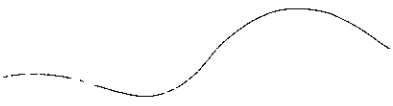
We appreciate the opportunity to be of service to the Village of Oak Park and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Sikich LLP

By: Daniel A. Berg, CPA
Partner



RESPONSE:

This letter correctly sets forth the understanding of the Village of Oak Park.

By: _____

Title: _____

Date: _____



System Review Report

July 26, 2011

To the Partners of
Sikich LLP
and the Peer Review Committee of the Illinois CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Sikich LLP (the firm) in effect for the year ended March 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Sikich LLP in effect for the year ended March 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sikich LLP has received a peer review rating of *pass*.

Heinold - Banwart, Ltd.

TO: Cara Pavlicek
Interim Village Manager

FROM: Craig M. Lesner
Chief Financial Officer

DATE: June 15, 2012

RE: Regular List of Bills



Attached is the regular list of bills as paid through the Village's Accounts Payable (AP) system for the week beginning June 4th through June 15th. This is the most current list available.

In total the bills add to \$484,731.58

REVIEWED BY: 
Finance Department

REVIEWED BY: _____
Village Manager's Office

REVIEWED BY: _____
Chairperson, Finance Committee

E

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing Execution of a Local Agency Agreement for Federal Participation for the Ridgeland Avenue and Marion Street Viaduct Enhancement Project.

Resolution or Ordinance No. _____

Date of Board Action: *June 18, 2012*

Staff Review:

Department Director Name: *Jim Budrick, Village Engineer*

Village Manager's Office: _____

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

In 2010, Engineering staff applied for Illinois Transportation Enhancement Program (ITEP) fund to improve both the Ridgeland and Marion viaducts. The State of Illinois approved the funding for these viaducts later that same year. The Village Board approved a contract with Strand Associates in January, 2011 for the design and construction engineering for this project.

The final plans have been prepared by Strand and submitted to the State. The State plans to bid the project in August of this year. In order for the State to award a contract a Local Agency Agreement for Federal Participation between the State and the Village needs to be approved.

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

The improvements envisioned for the viaducts are similar to those done at the Oak Park Avenue viaduct. These include minor concrete repairs; cleaning and painting of the steel bridge structure; major improvements to the pedestrian way through the viaduct, including LED lighting; and aesthetic and / or landscape treatments of the approaches to the viaducts. Covered bike parking shelters will also be installed at Ridgeland Avenue as part of the project.

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

The opportunities for cost savings comes in the way of grant funding for the project. Over \$750,000 in Federal Funds will be used to make these enhancements.

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

The Village's share of funds for this project have been budgeted in the Capital Improvement Program. The estimated amount of the project is approximately \$117,000 over the original budget . This is mostly due to the fact that the painting of the structure is not eligible for

funding by the grant. This is primarily due to the fact that cleaning and painting of the structures is a non-participating item under the ITEP guidelines. Funding is available from savings on other projects to cover the budget shortfall. Following is a summary of the costs for the overall project.

Fund / Account	Budget Amount	Amount Used for Project	Balance
CIP (streetscaping) 3095-43780-101-570959	\$250,000	\$250,000	\$0
CIP (project engineering) 3095-43780-101-570706	\$7,000	\$7,000	\$0
CIP (local street construction, Harlem) 3095-43780-101-570951	\$434,000**	\$117,000	\$317,000
Totals	\$691,000	\$374,000	\$317,000

***Note: original budget for Harlem was \$740,000. To date \$306,000 has been committed to work on Harlem Sewer and Sidewalks (\$209,000), Greater Downtown maintenance (\$75,000) brick crosswalk replacement on Lake Street (\$22,000) leaving a balance of \$434,000.*

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

The only alternative available is to not approve the agreement which will result in loss of the Federal funding.

Proposed Recommended Action: Approve the Resolution

RESOLUTION

AUTHORIZING AN EXECUTION OF A LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION IN THE VIADUCT ENHANCEMENT PROJECT (11-00253-00-LS)

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 Viaduct Enhancement 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 18th day of June, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

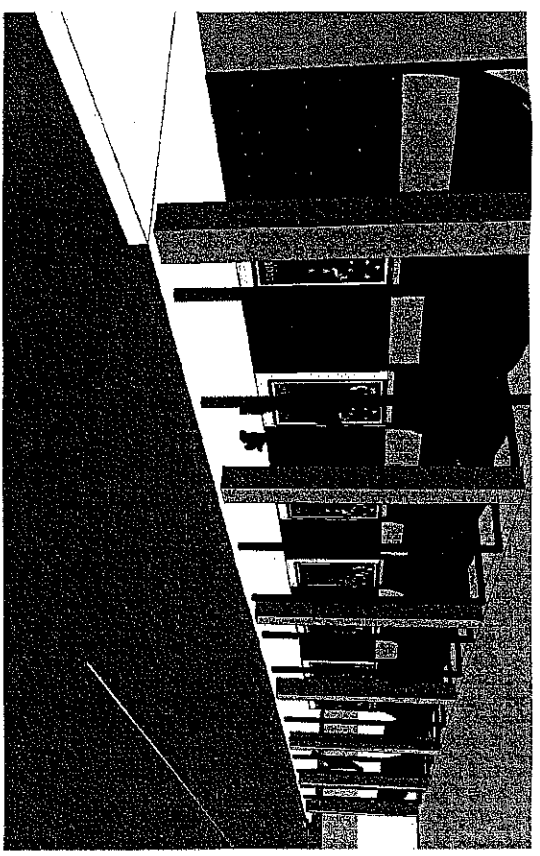
ABSENT:

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

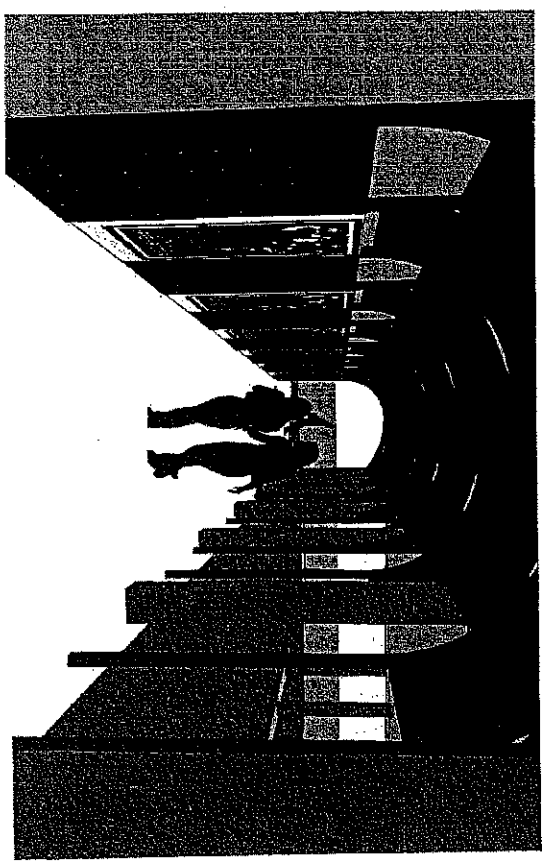
David G. Pope
Village President

ATTEST:

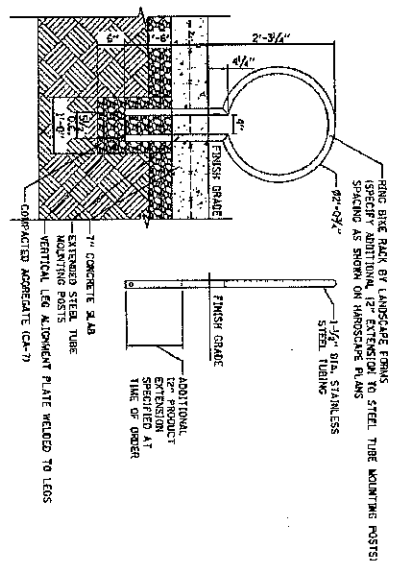
Teresa Powell
Village Clerk



MARION STREET VIADUCT ARCHITECTURAL RENDERINGS OF ORNAMENTAL METAL PANELS
(FOR INFORMATION ONLY)



MARION STREET VIADUCT ARCHITECTURAL RENDERINGS OF ORNAMENTAL METAL PANELS
(FOR INFORMATION ONLY)



BICYCLE RACK DETAIL

SA THE STATE ARCHITECT JAMES L. BROWN, ARCHT. 110 N. WASHINGTON ST. CHICAGO, IL 60602	DATE: 11/27/2007 TIME: 10:58:53 AM	PROJECT: MARION STREET VIADUCT SHEET: 24 OF 24	REVISIONS: 1. 11/27/2007 2. 11/27/2007
	DRAWN BY: J. BROWN CHECKED BY: J. BROWN DATE: 11/27/2007	REVISIONS: 1. 11/27/2007 2. 11/27/2007	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

Park a Bike

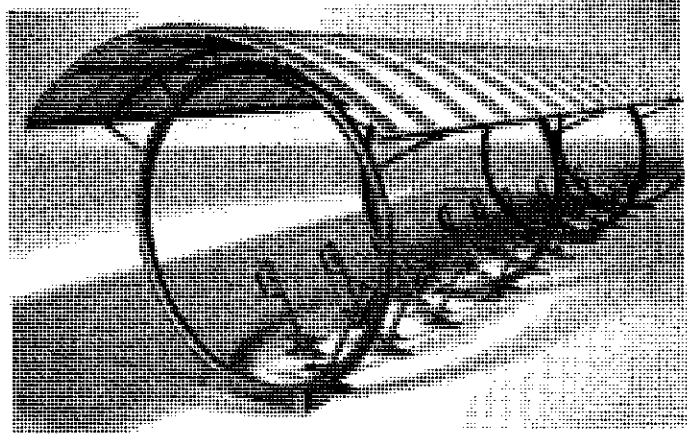
smart racks | smart solutions

parkabike.com • 800 630-7225 • info@parkabike.com

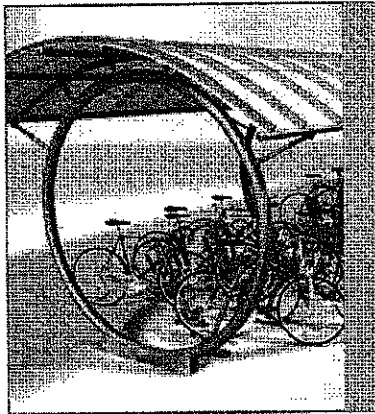
THE OASIS OUTDOOR SHELTER

FEATURES AT A GLANCE

- State-of-the-art design
- Polycarbonate, translucent roof keeps bikes and boards dry, but can let in light on a sunny day
- Durable steel frame construction to withstand harsh outdoor conditions
- Available in multiple standard and custom sizes to fit almost any outdoor space
- Design allows for one or two rows of bikes as well as additional parking as bikes can be locked to the frame of the shelter itself
- 2 part epoxy finish, galvanized or stainless steel options
- Optional 35 solar block coating for additional UV protection
- Installed on site by Park-a-Bike
- Roof is available in several different translucent color options



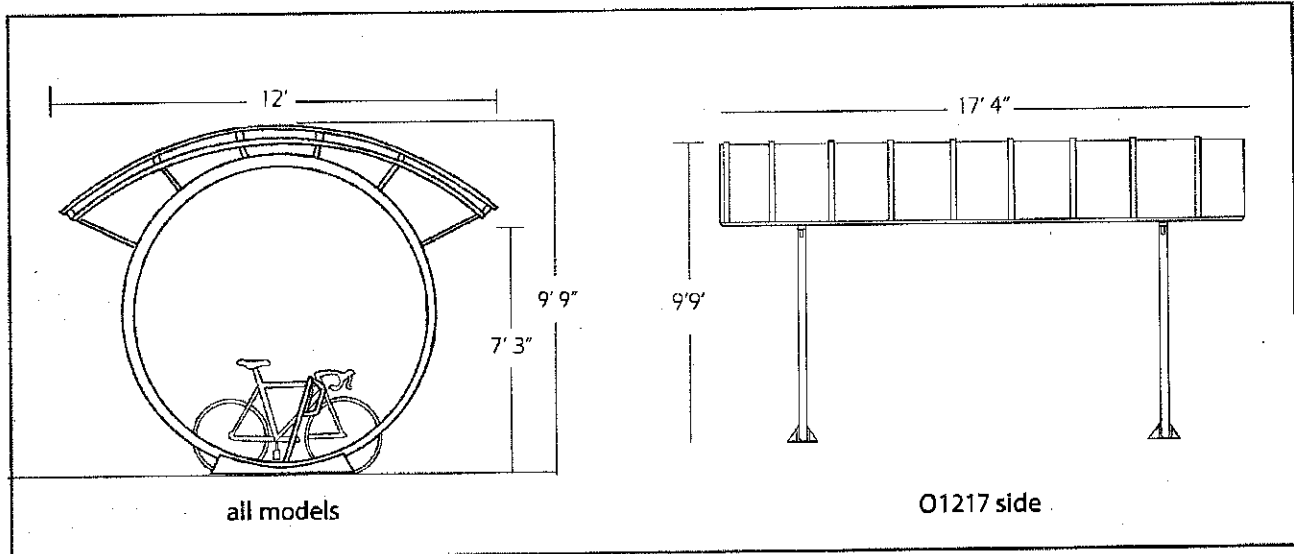
The Oasis Series



Our Oasis series outdoor shelters are designed to be mounted to a concrete surface with the provided flange, and can be customized to fit almost any space where shelters are needed.

SKU	# of racks	Dimensions	Mount	Finish Options
O1217	*3-6	12'x17'	Surface	Galvanized, Stainless Steel
O1229	*3-16	12'x29'	Surface	Galvanized, Stainless Steel
O1241	*12-24	12'x41'	Surface	Galvanized, Stainless Steel

*These capacities are based on the footprint of the Varsity Bike Dock





Illinois Department of Transportation
Local Agency Agreement for Federal Participation

Local Agency Village of Oak Park	Slate Contract X	Day Labor	Local Contract	RR Force Account
Section 11-00253-00-LS	Fund Type STE	ITEP Number 129085		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C91-475-11	TE-00D1(861)				

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 Ridgeland Avenue Viaduct and Marion Street Viaduct Route FAU 2783 Length 0.038 mi
 Termini South Boulevard to North Boulevard at each viaduct location

Current Jurisdiction Union Pacific Railroad Company Existing Structure No 016-9969, 016-0709

Project Description

Architectural aesthetic enhancement of two existing Railroad Viaducts that carry the Union Pacific, CTA, and Metra Trains over Ridgeland Avenue and Marion Street, respectively.

Division of Cost

Type of Work	STE	%	STATE	%	LA	%	Total
Participating Construction	682,760	(*)	()	()	244,890	(BAL)	927,650
Non-Participating Construction**	()	()	()	()	110,000	(100)	110,000
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	74,476	(*)	()	()	18,619	(BAL)	93,095
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 757,236		\$		\$ 373,509		\$ 1,130,745

*Maximum FHWA (STE) participation 80% not to exceed \$757,236. **Non-Participating Construction includes but is not limited to Clean and Paint Structure and HMA Surface Removal

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:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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;
 - 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
 - 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:
- 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;
 - 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;
 - 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 Number 2 Right of Entry and Indemnity Agreement

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

David Pope

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6006027 conducting business as a Governmental Entity.

DUNS Number 020947966

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By: _____

(Delegate's Signature)

(Delegate's Name - Printed)

William R. Frey, Interim Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Director of Finance and Administration

Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076630	Jun/08/2012	RE	Paid	VOP01 0000001009 ACTION TRANSMISSION & P.O. BOX 609 7449 W. MADISON ST (REAR) FOREST PARK IL 60130	Not applicable		2,778.31 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098932	104075	May/03/2012	ENGINE WORK	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	2,778.31 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076631	Jun/08/2012	RE	Paid	VOP01 0000014340 ADP, INC. P.O. BOX 0500 CAROL STREAM IL 60132-0500	Not applicable		3,538.09 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099034	409417517, 40928157	May/25/2012	AUTOPAY II PROCESSING FEES PPE 05/19/12 & IMPLEMENTATION CHARGE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	ADP Payroll Services	FINANCE - Financial Services	General Fund	Accounting Services	3,538.09 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076632	Jun/08/2012	RE	Paid	VOP01 000001491 ADT SECURITY SERVICES P.O. BOX 371967 PITTSBURGH PA 15250-7956	Not applicable		57.32 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098866	71340725	May/12/2012	RECURRING SERVICE 6/1/12-8/31/12@212 AUGUSTA	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	FIRE - Operations	General Fund	Base Program	57.32 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076633	Jun/08/2012	RE	Paid	VOP01 0000010000 ADVANTAGE DAMAGE APPRAISAL INC. P.O. BOX 238 WOOD DALE IL 60191	Not applicable		105.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098933	5163	May/16/2012	DAMAGE APPRAISAL FEE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	105.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076634	Jun/08/2012	RE	Paid	VOP01 0000014544 AHLSTROM, MEGAN 3239 PRAIRIE AVE. BROOKFIELD IL 60513	Not applicable		132.10 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099026	0238000539-04	Jun/06/2012	REFUND CREDIT BALANCE ON FINALIZED WATER ACCOUNT@817 N. HARL	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	132.10 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076635	Jun/08/2012	RE	Paid	VOP01 0000001012 AIR ONE EQUIPMENT INC. 360 PRODUCTION DRIVE SOUTH ELGIN IL 60177-2637	Not applicable		141.62 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099059	80667	May/25/2012	OVERHAUL KIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	FIRE - Operations	General Fund	Base Program	141.62 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076636	Jun/08/2012	RE	Paid	VOP01 0000001958 ALARM DETECTION SYSTEMS INC. 1111 CHURCH RD. AURORA IL 60505	Not applicable		397.26 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098934	16754-1024	Mar/04/2012	QUARTERLY CHARGES APRIL-JUNE 2012@255 AUGUSTA	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Building Maintenance	General Fund	Dole Center	397.26 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076637	Jun/08/2012	RE	Paid	VOP01 0000001014 ALEXANDER EQUIPMENT COMP INC. 4728 YENDER AVE LISLE IL 60532	Not applicable		331.20 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098867	84537	May/16/2011	CHAINSAW CHAINS 20" DL CARBIDE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	FIRE - Operations	General Fund	Base Program	331.20 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076638	Jun/08/2012	RE	Paid	VOP01 0000001016 ALLIED ASPHALT PAVING CO. 1100 BRANDT DRIVE HOFFMAN ESTATES IL 60192	Not applicable		644.71 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098853	166298	May/19/2012	12.28 TONS OF ASPHALT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Roadway Maintenance	DPW - Water	Water Fund	Water Distribution	644.71 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076639	Jun/08/2012	RE	Paid	VOP01 0000012237 ALLIED BENEFIT SYSTEMS 200 WEST ADAMS, SUITE 500 CHICAGO IL 60606	Not applicable		941.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099062	0000246796	May/24/2012	GROUP A09105 FLEX & COBRA FEES PERIOD 06/2012	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Health Insurance Premiums	HR - Human Resources	Health Insurance Fund	Base Program	941.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076640	Jun/08/2012	RE	Paid	VOP01 0000007909 AMERICAN MESSAGING P.O. BOX 5749 CAROL STREAM IL 60197-5749	Not applicable		78.90 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099036	U1109790MF	Jun/01/2012	MAY 2012 PAGING SERVICE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Telecommunication Charges	DPW - Administration	General Fund	Base Program	78.90 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076641	Jun/08/2012	RE	Paid	VOP01 0000001022 ANDERSON ELEVATOR CO 2801 S. 19TH AVE BROADVIEW IL 60155	Not applicable		87.25 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098935	121442	Mar/07/2012	ELEVATOR REPAIR@255 AUGUSTA	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Building Maintenance	General Fund	Dole Center	87.25 USD



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PeopleSoft Accounts Payable
DETAILED CHECK REGISTER

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Run Date Jun/07/2012
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Pay Cycle: OAKPK
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Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076642	Jun/08/2012	RE	Paid	VOP01 0000014533 ARVANETES, ANDREW 4001 N. KILDARE AVE #111 CHICAGO IL 60641	Not applicable		600.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098911	06/02/2012	Jun/02/2012	1/2 OF TOTAL ARTIST STIPEND-SCULPTURE WALK 2012	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Public Art	DPW - Engineering	Capital Improvement Fund	Base Program	600.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076643	Jun/08/2012	RE	Paid	VOP01 0000001033 ASSOC. TIRE & BATTERY CO, INC. 6208 ROOSEVELT RD OAK PARK IL 60304	Not applicable		1,606.44 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098937	504916	May/16/2012	AIR FILTERS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
1	Lubricants	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	56.85	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	8.44	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	39.78	USD
1	External Support	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	65.00	USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	39.78	USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	8.45	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	13.54	USD
1	Lubricants	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	119.58	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	278.91	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	801.34	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	78.32	USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	39.78	USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	8.45	USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	8.44	USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	39.78	USD



Report ID: APY2001

PeopleSoft Accounts Payable
DETAILED CHECK REGISTER

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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076644	Jun/08/2012	RE	Paid	VOP01 0000001954 ASSOCIATED TECHNICAL SERVICES LTD. 524 W. ST. CHARLES RD VILLA PARK IL 60181	Not applicable		654.25 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098852	22413	May/18/2012	EMERGENCY CALLOUT-INVESTIGATE 8" CIWN@900 N. OAK PARK	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Water	Water Fund	Water Distribution	654.25 USD



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Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076645	Jun/08/2012	RE	Paid	VOP01 0000008968 AUTO ZONE P.O. BOX 116067 ATLANTA GA 30368-6067	Not applicable		1,539.27 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098950	2674657948	May/14/2012	METAL POLISH	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	1.74	USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	1.75	USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	55.96	USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	55.96	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	55.96	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	55.96	USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	1.75	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	7.49	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	9.57	USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	55.97	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	314.24	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	8.32	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	77.95	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	13.98	USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	55.97	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	133.48	USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	55.96	USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	55.96	USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	1.75	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	149.78	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	64.39	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	238.40	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	16.99	USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

1 Vehicle Equipment Parts DPW - Fleet Operations General Fund Police Vehicle Maint Services 49.99 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076646	Jun/08/2012	RE	Paid	VOP01 0000006245 BATTERIES UNLIMITED INC. 105 W. FULLERTON AVE. ADDISON IL 60101	Not applicable		57.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098931	25659	May/01/2012	BATTERIES REPAIRED FOR SHOP TOOLS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	57.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076647	Jun/08/2012	RE	Paid	VOP01 0000011416 C V S PHARMACY #2844 ATTN: LICENSING COORDINATOR 1 CVS DR, MAIL DROP 23062A WOONSOCKET RI 02895	Not applicable		100.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098857	24991	May/30/2012	REFUND DUPLICATE PAYMENT OF FALSE ALARM INVOICE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	False Alarm Revenue	FIRE - Operations	General Fund	Base Program	100.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076648	Jun/08/2012	RE	Paid	VOP01 0000013926 CARQUEST AUTO PARTS P.O. BOX 503589 ST LOUIS MO 63150-3589	Not applicable		285.34 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098964	17235-228428	May/22/2012	VALVE COVER GASKET SET & RADIATOR HOSE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	46.23 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	62.99 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	122.51 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	13.84 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	39.77 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076649	Jun/08/2012	RE	Paid	VOP01 0000001059 CASE LOTS INC. 7911 W. OGDEN LYONS IL 60534	Not applicable		37.70 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098965	040011	May/04/2012	KNOB LATCH	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Building Materials	DPW - Building Maintenance	General Fund	Public Works Center	37.70 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076650	Jun/08/2012	RE	Paid	VOP01 0000013848 CASSIDY, KEVIN 623 N. CUYLER AVE. OAK PARK IL 60302	Not applicable		412.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098831	05/24/12	May/24/2012	CONTRACTUAL SERVICES 5/9/12 - 5/24/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Consultant Fees	Adjudication	General Fund	Base Program	412.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076651	Jun/08/2012	RE	Paid	VOP01 0000003523 CATHOLIC CHARITIES OF CHICAGO 721 N. LASALLE ST CHICAGO IL 60610	Not applicable		1,941.25 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098907	PROJECT B12-01, DR	May/08/2012	IDIS#630 TRANSPORTATION/SALARY 1ST QUARTER	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	Accolade Adult Day Care 2012	1,941.25 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076652	Jun/08/2012	RE	Paid	VOP01 000008029 CHICAGO COMMUNICATIONS, LLC ATTN: ACCOUNTS RECEIVABLE 200 SPANGLER AVE ELMHURST IL 60126	Not applicable		531.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098868	229596	May/02/2012	JUNE 2012 C.C.S. MAINTENANCE CONTRACT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	POLICE - Communication	Enhanced E-911 Fund	Base Program	531.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076653	Jun/08/2012	RE	Paid	VOP01 000005908 CHICAGO INTERNATIONAL TRUCKS DEPT #10271 P.O. BOX 87618 CHICAGO IL 60680-0618	Not applicable		51.96 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098966	10074780	May/16/2012	BELTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	51.96 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076654	Jun/08/2012	RE	Paid	VOP01 0000006250 CHICAGO JACK SVC., INC. 2000 S. 25TH AVE SUITE T. BROADVIEW IL 60155	Not applicable		485.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098851	33188	Mar/19/2012	REPAIR OF BLACKHAWK FOOT PUMP WITH HOSE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	425.00 USD
1	Operational Supplies	DPW - Fleet Operations	General Fund	Base Program	60.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076655	Jun/08/2012	RE	Paid	VOP01 0000013544 CHICAGO TRIBUNE P.O. BOX 9001157 LOUISVILLE KY 40290-1157	Not applicable		272.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098775	05/16/2012	May/16/2012	ACCT#000020409200, 52 WEEKS OF 7 DAY SERVICE 5/3/12-5/15/13	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	VMO - Village Management	General Fund	Base Program	272.50 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076656	Jun/08/2012	RE	Paid	VOP01 0000001181 CHILDREN'S CLINIC 320 LAKE ST. C/O ELIZABETH LIPPETT OAK PARK IL 60303	Not applicable		4,946.43 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098908	PROJECT 12-02, DRA	May/10/2012	IDIS#631, DENTAL CLINIC	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	Children's Clinic 2012	4,946.43 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076657	Jun/08/2012	RE	Paid	VOP01 0000002103 CLYDE PRINTING COMPANY 3520 S. MORGAN STREET CHICAGO IL 60609-1543	Not applicable		3,374.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098834	70480	May/23/2012	PRINTING OF JUNE 2012 OP/FYI NEWSLETTER	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Printing	Communication	General Fund	Base Program	3,374.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076658	Jun/08/2012	RE	Paid	VOP01 0000012346 COMCAST CABLE P.O. BOX 3001 SOUTHEASTERN PA 19398-3001	Not applicable		507.41 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098854	8771 20 119 0224653	May/21/2012	XFINITY TV & INTERNET 05/28/12-06/27/12@4 CHICAGO	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Telecommunication Charges	Information Technology	General Fund	Base Program	73.11 USD
1	Telecommunication Charges	Information Technology	General Fund	Base Program	73.11 USD
1	Telecommunication Charges	Information Technology	General Fund	Base Program	126.90 USD
1	Cable Television	FIRE - Foreign Fire Insurance	Foreign Fire Insurance Fun	Base Program	186.85 USD
1	Cable Television	FIRE - Foreign Fire Insurance	Foreign Fire Insurance Fun	Base Program	47.44 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076659	Jun/08/2012	RE	Paid	VOP01 0000011878 COMED (6111) P.O. BOX 6111 CAROL STREAM IL 60197-6111	Not applicable		45.44 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098967	7449048012	May/16/2012	ELECTRIC SERVICE 4/3/12-5/3/12@203 S. MARION	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Electricity	DPW - Street Lighting	General Fund	Street Lights Services	45.44 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076660	Jun/08/2012	RE	Paid	VOP01 000008106 COMMUNITY SUPPORT SERVICES C/O KRISTINE PONTA 9021 OGDEN AVE. BROOKFIELD IL 60513	Not applicable		3,307.52 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098909	PROJECT B12-03, DR	Apr/30/2012	IDIS#632. JAN-APR 2012 RESPITE SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	Community Support Svcs 2012	3,307.52 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076661	Jun/08/2012	RE	Paid	VOP01 0000001564 COMPETITIVE FOOT 102 N. MARION STREET OAK PARK IL 60301	Not applicable		216.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098870	1452	May/15/2012	4 PAIR NEW BALANCE SHOES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	FIRE - Operations	General Fund	Base Program	216.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076662	Jun/08/2012	RE	Paid	VOP01 0000012430 CURRY, CHERI 946 WESLEY AVE. OAK PARK IL 60304	Not applicable		112.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098871	05/26/12	May/26/2012	CONTRACTUAL SERVICES 5/26/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	HEALTH - Farmer's Market	Farmers Market Com	Base Program	112.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076663	Jun/08/2012	RE	Paid	VOP01 0000014488 CURRY, CHERYL 800 N. EUCLID AVE. OAK PARK IL 60302	Not applicable		163.65 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098865	05/17/12	May/17/2012	CONTRACTUAL SERVICES 5/17/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	HEALTH - Farmer's Market	Farmers Market Com	Base Program	48.75 USD
1	External Support	HEALTH - Farmer's Market	Farmers Market Com	Base Program	114.90 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076664	Jun/08/2012	RE	Paid	VOP01 0000004349 DALY, LORETTA	Not applicable		729.41 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099064	05/20/12-05/23/12	May/23/2012	REIMBURSEMENT FOR CONVENTION EXPENSES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	Business Services	General Fund	Base Program	729.41 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076665	Jun/08/2012	RE	Paid	VOP01 0000011418 DAVIS, CLYDE 337 S. CUYLER AVE. #3S OAK PARK IL 60302	Not applicable		500.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099067	JUNE 3, 2012	Jun/03/2012	MUSICAL ENTERTAINMENT FOR A DAY IN OUR VILLAGE FESTIVAL	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Special Events	Community Relations	General Fund	Community Monitoring	500.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076666	Jun/08/2012	RE	Paid	VOP01 0000001095 DELL MARKETING LP (USA) P.O. BOX 802816 C./O DELL USA L.P. CHICAGO IL 60680-2816	Not applicable		276.90 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098718	XFRKNJ818, XFRJ269	May/15/2012	TONER CARTRIDGES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Toner Cartridges	FINANCE - Financial Services	Sewer Fund	Utilities	213.43 USD
1	Office Supplies	VMO - Village Management	General Fund	Base Program	63.47 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076667	Jun/08/2012	RE	Paid	VOP01 0000001654 DIRECT PLOT INC. 830 NORTH BLVD . SUITE #1E OAK PARK IL 60301	Not applicable		432.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098832	18236	May/04/2012	PLAN REPRODUCTION	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Printing	DPW - Capital Projects	Capital Improvement Fund	Base Program	432.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076668	Jun/08/2012	RE	Paid	VOP01 0000011589 DISPOSALL WASTE SERVICES, LLC. 5817 W. OGDEN AVE. CICERO IL 60804	Not applicable		4,969.72 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098968	36566	May/14/2012	REFUSE/RECYCLING PICK UP 5/7/12-5/13/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
4	General Contractuals	DPW - Street Services	General Fund	Pavement Management	2,446.16	USD
3	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	8.60	USD
4	General Contractuals	DPW - Street Services	General Fund	Pavement Management	2,446.16	USD
3	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	8.60	USD
2	General Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	8.60	USD
2	General Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	8.60	USD
1	General Contractuals	Parking Services	Parking Fund	The Avenue Garage	21.50	USD
1	General Contractuals	Parking Services	Parking Fund	The Avenue Garage	21.50	USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076669	Jun/08/2012	RE	Paid	VOP01 0000001104 DRESSEL'S ACE HARDWARE 1137 CHICAGO AVE OAK PARK IL 60302	Not applicable		237.74 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098836	227318,227669,22789	May/25/2012	CUT KEY, DOOR/DRAWER LOCK, HAMMER, PLASTIC TROWEL, STARTER, TU	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	Parking Services	Parking Fund	Holley Ct Parking Garage	106.93 USD
1	Operational Supplies	DPW - Water	Water Fund	Water Supply	2.58 USD
1	Operational Supplies	FIRE - Operations	General Fund	Base Program	128.23 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076670	Jun/08/2012	RE	Paid	VOP01 0000002759 DUNCAN PARKING TECHNOLOGIES P.O. BOX 2081 MILWAUKEE WI 53201-2081	Not applicable		14,266.75 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098837	INV008795	May/17/2012	COLLECTION CART, COIN BOX, COIN BOX KEY	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	Parking Services	Parking Fund	Holley Ct Parking Garage	14,266.75 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076671	Jun/08/2012	RE	Paid	VOP01 000009105 EDWARDS, CHRISTOPHER 337 S. CUYLER, #1S OAK PARK IL 60302	Not applicable		45.10 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099068	JUNE 3, 2012	Jun/03/2012	REIMBURSEMENT FOR SUPPLIES FOR A DAY IN OUR VILLAGE FESTIVAL	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Special Events	Community Relations	General Fund	Community Monitoring	45.10 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076672	Jun/08/2012	RE	Paid	VOP01 000004351 EPISCOPO, ANGELO	Not applicable		19.99 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098872	05/24/2012	May/24/2012	UNIFORM ALLOWANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Detectives	19.99 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076673	Jun/08/2012	RE	Paid	VOP01 0000013979 EVERGREEN OAK ELECTRIC P.O. BOX 549 CRESTWOOD IL 60445-0549	Not applicable		324.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098971	S1515569.002	May/15/2012	LIGHTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
3	Building Materials	DPW - Building Maintenance	General Fund	Public Works Center	48.60 USD
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	162.00 USD
2	Building Materials	DPW - Building Maintenance	General Fund	Dole Center	32.40 USD
4	Building Materials	DPW - Building Maintenance	General Fund	Fire Department	81.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076674	Jun/08/2012	RE	Paid	VOP01 0000011490 FASTENAL COMPANY P.O. BOX 1286 WINONA MN 55987-1286	Not applicable		22.88 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098972	ILCHC19848	May/03/2012	MISC HARDWARE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	22.88 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076675	Jun/08/2012	RE	Paid	VOP01 0000001117 FEDERAL EXPRESS P.O. BOX 94515 PALATINE IL 60094-4515	Not applicable		240.85 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099032	7-890-48148, 7-898-4	May/30/2012	7-905-39340. PARCEL PICK UP 5/7/12-5/23/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
3	Postage	HEALTH - Health Services	General Fund	Environmental Health	51.99 USD
4	Postage	HR - Human Resources	General Fund	Employment	21.98 USD
1	Postage	DPW - Fleet Operations	General Fund	Base Program	66.68 USD
5	Postage	FINANCE - Financial Services	General Fund	Base Program	20.88 USD
2	Postage	Information Technology	General Fund	Base Program	46.12 USD
1	Postage	Adjudication	General Fund	Base Program	33.20 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076676	Jun/08/2012	RE	Paid	VOP01 0000007176 FENCE CONNECTION 970 VILLA ST. ELGIN IL 60120	Not applicable		324.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098838	12-130	May/21/2012	REPLACE 2 METER POSTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Property Repair	Parking Services	Parking Fund	Holley Ct Parking Garage	324.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076677	Jun/08/2012	RE	Paid	VOP01 0000003291 FIRE DEPARTMENT SAFETY OFFICERS ASSOC P.O. BOX 149 ASHLAND MA 01721-0149	Not applicable		85.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099056	05/10/2012	May/10/2012	2012 MEMBERSHIP - WILEY, REFERENCE#8943	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	FIRE - Training and Public Ed.	General Fund	Base Program	85.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076678	Jun/08/2012	RE	Paid	VOP01 0000009107 FLEET SAFETY SUPPLY P.O. BOX 649 NAPERVILLE IL 60566-0649	Not applicable		304.75 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098975	55174	Apr/19/2012	LED SPOTLIGHT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	181.50 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	123.25 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076679	Jun/08/2012	RE	Paid	VOP01 0000014535 FOLWARCZNY, DUSTY 1433 N. LEAVITT, #2F CHICAGO IL 60622	Not applicable		1,200.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098913	06/02/2012	Jun/02/2012	(2 SCULPTURES) 1/2 OF TOTAL ARTIST STIPEND-SCULPTURE WALK 2012	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Public Art	DPW - Engineering	Capital Improvement Fund	Base Program	1,200.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076680	Jun/08/2012	RE	Paid	VOP01 0000001732 FREEWAY FORD STERLING TRUCK SALES I 8445 45TH STREET LYONS IL 60534	Not applicable		75.83 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098930	406812	May/17/2012	FUEL WATER SEP CARTRIDGE & CAP, BRAKET FOR SWAY BAR BUSHING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	75.83 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076681	Jun/08/2012	RE	Paid	VOP01 0000001137 GABRIEL SALES COMPANY 52 E. NORTH AVE. NORTHLAKE IL 60164	Not applicable		682.25 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098923	181542	May/16/2012	FRONT BRAKE PAD SETS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	165.99	USD
2	Lubricants	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	26.23	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	4.84	USD
4	Lubricants	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	3.43	USD
4	Lubricants	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	26.22	USD
2	Lubricants	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	3.43	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	182.08	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	17.40	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	64.17	USD
3	Lubricants	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	26.22	USD
3	Lubricants	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	3.43	USD
1	Lubricants	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	3.43	USD
1	Lubricants	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	26.22	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	129.16	USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076682	Jun/08/2012	RE	Paid	VOP01 0000014530 GARD, RON 1883 N. MILWAUKEE AVE. CHICAGO IL 60647	Not applicable		600.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098914	06/02/2012	Jun/02/2012	1/2 OF TOTAL ARTIST STIPEND-SCULPTURE WALK 2012	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Public Art	DPW - Engineering	Capital Improvement Fund	Base Program	600.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076683	Jun/08/2012	RE	Paid	VOP01 0000002374 GIAMMONA, JOE 1839 S. 4TH PLACE ST. CHARLES IL 60174	Not applicable		170.70 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098863	05/31/12	May/31/2012	CONTRACTUAL SERVICES 5/31/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Consultant Fees	Adjudication	General Fund	Base Program	170.70 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076684	Jun/08/2012	RE	Paid	VOP01 0000002445 GINOCCHIO ENTERPRISES INC. 166 E. GRANT AVE FOX LAKE IL 60020	Not applicable		75.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098896	9308	May/30/2012	TITLES SEARCHES FOR 515 N. EAST	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Consultant Fees	Housing Services	General Fund	Base Program	75.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076685	Jun/08/2012	RE	Paid	VOP01 0000001148 GOODYEAR TIRE DISTRIBUTION 200 THORNDALE AVE BENSENVILLE IL 60106	Not applicable		630.06 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098922	900036576	May/10/2012	TIRES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	468.68 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	161.38 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076686	Jun/08/2012	RE	Paid	VOP01 0000013972 GOVTEMPSUSA LLC P.O. BOX 2392 NEW YORK NY 10116-2392	Not applicable		7,587.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099055	1139004,1139005,114	May/03/2012	1146796. TEMPORARY SERVICE FOR JILL VELAN	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Parking Services	Parking Fund	Base Program	7,587.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076687	Jun/08/2012	RE	Paid	VOP01 0000001152 GRAINGER DEPT . 801549411 PALATINE IL 60038-0001	Not applicable		116.57 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098979	9823861399	May/09/2012	ANTI-SKID TAPE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	82.80 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	16.70 USD
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	17.07 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076688	Jun/08/2012	RE	Paid	VOP01 0000013168 GRANICUS P.O. BOX 49335 SAN JOSE CA 95161	Not applicable		840.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098331	35641	May/15/2012	MONTHLY MANAGED SERVICES FEE -VOP TV ONLINE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Communication	General Fund	Base Program	840.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076689	Jun/08/2012	RE	Paid	VOP01 0000013845 GREEN COMMUNITY CONNECTIONS C/O EARL LEMBERGER, TREASURER 300 N. MAPLE AVE, #3 OAK PARK IL 60302	Not applicable		200.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098982	05/23/12	May/23/2012	PUBLIC SCREENING RIGHTS FOR WASTELAND	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Solid Waste	Keep Oak Park Beautiful	Keep VOP Beautiful Program	200.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076690	Jun/08/2012	RE	Paid	VOP01 0000001442 GREENPLAN MANAGEMENT 41 CHICAGO AVE OAK PARK IL 60302	Not applicable		2,070.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098873	04/2012	May/17/2012	APRIL 2012 RENT ASSESSMENT@618 S. AUSTIN BLVD	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	POLICE	General Fund	Detectives	690.00 USD
1	General Contractuals	POLICE	General Fund	Detectives	690.00 USD
1	General Contractuals	POLICE	General Fund	Detectives	690.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076691	Jun/08/2012	RE	Paid	VOP01 0000002082 HACH COMPANY 2207 COLLECTIONS CENTER DR. CHICAGO IL 60693	Not applicable		547.95 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098849	77739661	May/04/2012	CHLORINE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Water	Water Fund	Water Supply	547.95 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076692	Jun/08/2012	RE	Paid	VOP01 000001039 HANEY,B & SONS INC 1200 N. LOMBARD RD. LOMBARD IL 60148-1201	Not applicable		6,539.85 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098921	35931	May/10/2012	10 PARKWAY TREE REMOVALS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Forestry	General Fund	Tree Care Services	6,539.85 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076693	Jun/08/2012	RE	Paid	VOP01 000008855 HARTL, OTTO	Not applicable		66.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098983	05/15/2012	May/15/2012	REIMBURSEMENT FOR ASE TEST	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	DPW - Fleet Operations	General Fund	Base Program	66.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076694	Jun/08/2012	RE	Paid	VOP01 0000001948 HASTINGS AIR ENERGY CONTROL 5555 S. WESTRIDGE DRIVE NEW BERLIN WI 53151-7900	Not applicable		339.90 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099053	142689	May/18/2012	REPAIR TEAR TO UPPER FLEX-SERVICE & LABOR	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Repairs	FIRE - Operations	General Fund	Base Program	129.95 USD
1	Repairs	FIRE - Operations	General Fund	Base Program	209.95 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076695	Jun/08/2012	RE	Paid	VOP01 0000008617 HD SUPPLY WATERWORKS, LTD P.O. BOX 91036 CHICAGO IL 60693-1036	Not applicable		3,369.81 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098848	4816231	May/18/2012	SUPPLIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Water	Water Fund	Water Distribution	3,369.81 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076696	Jun/08/2012	RE	Paid	VOP01 0000014534 HELBING, MIKE 1412 S. EAST AVE. BERWYN IL 60402	Not applicable		600.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098915	06/02/2012	Jun/02/2012	1/2 OF TOTAL ARTIST STIPEND-SCULPTURE WALK 2012	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Public Art	DPW - Engineering	Capital Improvement Fund	Base Program	600.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076697	Jun/08/2012	RE	Paid	VOP01 0000014524 HILBER, COREY JAMES 4738 N. VIRGINIA AVE, APT 2 CHICAGO IL 60625	Not applicable		165.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098864	05/19/12	May/19/2012	CONTRACTUAL SERVICES 5/9/12,5/11/12,5/18/12 & 5/19/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	HEALTH - Farmer's Market	Farmers Market Com	Base Program	165.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076698	Jun/08/2012	RE	Paid	VOP01 0000002705 HOME DEPOT CREDIT SERVICES P.O. BOX 6031 DEPT 32-2501675973 THE LAKES NV 88924-6031	Not applicable		142.17 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098876	8114227	May/01/2012	TOOL OIL, DWV PIPES, TRASH BAGS, 13 GAL BAGS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	FIRE - Operations	General Fund	Base Program	142.17 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076699	Jun/08/2012	RE	Paid	VOP01 0000001534 IL FIRE INSPECTORS ASSOCIATION 426 W. NORTHWEST HWY. MT PROSPECT IL 60056	Not applicable		95.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099052	13916	May/21/2012	REGISTRATION CONFIRMATION-WILEY, FIRE RISKS OF INTERIOR FINISHES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	FIRE - Prev. and Investigation	General Fund	Base Program	95.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076700	Jun/08/2012	RE	Paid	VOP01 000007161 ILEAS 1701 E. MAIN ST. URBANA IL 61802	Not applicable		150.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098878	DUES2229	Apr/02/2012	2012 ANNUAL MEMBERSHIP DUES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	POLICE	General Fund	Base Program	150.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076701	Jun/08/2012	RE	Paid	VOP01 000002817 ILLINOIS CITY/COUNTY MGMNT ASSOC. CENTER FOR GOVERNMENTAL STUDIES N. I DEKALB IL 60115-2854	Not applicable		298.75 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098705	2012-2013 - PAVLICE	May/21/2012	MEMBERSHIP DUES - PAVLICEK	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	VMO - Village Management	General Fund	Base Program	298.75 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076702	Jun/08/2012	RE	Paid	VOP01 0000008999 ILLINOIS FIRE STORE 243 EAST MAIN ST. P.O. BOX 58 AMBOY IL 61310	Not applicable		118.95 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098877	24621	May/16/2012	SHOES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	FIRE - Operations	General Fund	Base Program	118.95 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076703	Jun/08/2012	RE	Paid	VOP01 0000013152 INTEGRYS ENERGY SERVICES PO BOX 19046 GREEN BAY WI 54307-9046	Not applicable		6,672.44 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098839	19618451-1	May/16/2012	ELECTRIC SERVICE 4/4/12-5/2/12@162 FOREST	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Electricity	Parking Services	Parking Fund	Lake St & Forest Garage	892.85 USD
1	Electricity	DPW - Water	Water Fund	Water Supply	5,779.59 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076704	Jun/08/2012	RE	Paid	VOP01 0000014519 IVANOV, ANDREY 1805 S. FAIRVIEW AVE. PARK RIDGE IL 60068	Not applicable		4.86 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098891	0312000815-08	May/30/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL@1169 S. EUCLID	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	4.86 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076705	Jun/08/2012	RE	Paid	VOP01 0000001187 JUDGE,JAMES & KUJAWA, LLC. 422 N. NORTHWEST HGWY. STE.#200 PARK RIDGE IL 60068-3283	Not applicable		347.75 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099043	17581	Apr/30/2012	APRIL 2012 LEGAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Legal Fees Liability Claims	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	347.75 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076706	Jun/08/2012	RE	Paid	VOP01 0000014529 KARPOWICZ, TERRANCE 1218 W. LAKE ST. CHICAGO IL 60607	Not applicable		600.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098916	06/02/2012	Jun/02/2012	1/2 OF TOTAL ARTIST STIPEND-SCULPTURE WALK 2012	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Public Art	DPW - Engineering	Capital Improvement Fund	Base Program	600.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076707	Jun/08/2012	RE	Paid	VOP01 0000001199 KLEIN, THORPE & JENKINS 20 N. WACKER DR., SUITE 1660 CHICAGO IL 60606	Not applicable		11,912.82 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099044	158032-158038	May/15/2012	APRIL 2012 LEGAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Legal Fees Liability Claims	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	4,903.60 USD
1	Consultant Fees	LEGAL - Law	General Fund	Base Program	7,009.22 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076708	Jun/08/2012	RE	Paid	VOP01 000008787 LARSON, JONATHON C/O POLICE 123 MADISON ST OAK PARK IL 60302	Not applicable		68.93 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098879	05/24/2012	May/24/2012	UNIFORM ALLOWANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Crossing Guards	68.93 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076709	Jun/08/2012	RE	Paid	VOP01 0000014532 LAWLER, DON 17491 N. HWY 259 STEPHENSPORT KY 40170	Not applicable		600.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098917	06/02/2012	Jun/02/2012	(2 SCULPTURES)1/2 OF TOTAL ARTIST STIPEND-SCULPTURE WALK 2012	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Public Art	DPW - Engineering	Capital Improvement Fund	Base Program	600.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076710	Jun/08/2012	RE	Paid	VOP01 0000008517 LECHNER & SONS UNIFORM RENTAL 420 KINGSTON CT. MT. PROSPECT IL 60056	Not applicable		46.10 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098840	1623785	May/22/2012	LAUNDRY SERVICE - PARKING GARAGES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
1	Laundry Service	Parking Services	Parking Fund	OPRF Garage	1.72	USD
3	Laundry Service	Parking Services	Parking Fund	Lake St & Forest Garage	1.95	USD
1	Laundry Service	Parking Services	Parking Fund	OPRF Garage	1.72	USD
3	Laundry Service	Parking Services	Parking Fund	Lake St & Forest Garage	1.95	USD
5	Laundry Service	Parking Services	Parking Fund	Holley Ct Parking Garage	6.02	USD
5	Laundry Service	Parking Services	Parking Fund	Holley Ct Parking Garage	6.02	USD
2	Laundry Service	Parking Services	Parking Fund	The Avenue Garage	3.32	USD
4	Laundry Service	Parking Services	Parking Fund	On Street Parking	10.04	USD
2	Laundry Service	Parking Services	Parking Fund	The Avenue Garage	3.32	USD
4	Laundry Service	Parking Services	Parking Fund	On Street Parking	10.04	USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076711	Jun/08/2012	RE	Paid	VOP01 000007332 LIPKE-KENTEX CORPORATION 5125 CHURCH ST SKOKIE IL 60077-1233	Not applicable		239.03 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099073	410049	May/24/2012	PULSE ULTRA ALKALI-15 GAL GURT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	FIRE - Admin	General Fund	Base Program	239.03 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076712	Jun/08/2012	RE	Paid	VOP01 000003978 LOCKE, ERIC	Not applicable		20.63 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098880	05/31/2012	May/31/2012	UNIFORM ALLOWANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Crossing Guards	20.63 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076713	Jun/08/2012	RE	Paid	VOP01 0000001209 LOGSDON OFFICE SUPPLY 1055 ARTHUR ELK GROVE VILLAGE IL 60007	Not applicable		749.52 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098571	405904I	May/15/2012	OFFICE SUPPLIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Office Supplies	FINANCE - Financial Services	General Fund	Accounting Services	196.11 USD
2	Operational Supplies	HEALTH - Farmer's Market	Farmers Market Com	Base Program	34.22 USD
1	Office Supplies	HEALTH - Health Services	General Fund	Base Program	13.69 USD
1	Office Supplies	FIRE - Admin	General Fund	Base Program	92.57 USD
1	Office Supplies	CLERK - Village Clerk	General Fund	Base Program	47.36 USD
2	Office Supplies	Plan Community Development	General Fund	Base Program	58.09 USD
1	Office Supplies	Housing Services	General Fund	Base Program	26.06 USD
1	Office Supplies	FIRE - Admin	General Fund	Base Program	264.43 USD
1	Office Supplies	CLERK - Boards and Commissions	General Fund	Community Design/Planning Comm	16.99 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076714	Jun/08/2012	RE	Paid	VOP01 0000014539 M-F ATHLETIC/PERFORM BETTER P.O. BOX 8090 CRANSTON RI 02920-0090	Not applicable		463.85 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098882	1441120-00	May/17/2012	WORKOUT EQUIPMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Computer Equipment	FIRE - Foreign Fire Insurance	Foreign Fire Insurance Fun	Base Program	463.85 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076715	Jun/08/2012	RE	Paid	VOP01 0000014536 MCPAHON, MARGOT 310 S. HUMPHREY AVE. OAK PARK IL 60302	Not applicable		600.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098918	06/02/2012	Jun/02/2012	1/2 OF TOTAL ARTIST STIPEND-SCULPTURE WALK 2012	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Public Art	DPW - Engineering	Capital Improvement Fund	Base Program	600.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076716	Jun/08/2012	RE	Paid	VOP01 0000013937 MEECH GROUP 4064 N. LINCOLN AVE, SUITE 147 CHICAGO IL 60618-3038	Not applicable		2,000.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099051	VOP 20120501	May/01/2012	DEVELOPMENT ADVISORY SERVICES 04/01/12-04/30/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	VMO - Village Management	General Fund	Base Program	2,000.00 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076717	Jun/08/2012	RE	Paid	VOP01 0000009721 MELTON, BRACE	Not applicable		99.19 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098883	05/24/2012	May/24/2012	UNIFORM ALLOWANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Crossing Guards	99.19 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076718	Jun/08/2012	RE	Paid	VOP01 0000001570 MENARDS-MELROSE PARK 8311 W. NORTH AVE MELROSE PARK IL 60160	Not applicable		100.95 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098847	99553	May/18/2012	MISC. SUPPLIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Water	Water Fund	Water Supply	68.26 USD
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	32.69 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076719	Jun/08/2012	RE	Paid	VOP01 0000001228 MENNON RUBBER 9718 W IRVING PARK RD SCHILLER PARK IL 60176-1993	Not applicable		352.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098525	6594, 6595, 6675	May/22/2012	SAFETY SHOES - VASQUEZ,KLEBE,O'CONNOR	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	Building Property Standards	General Fund	Property Standards	352.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076720	Jun/08/2012	RE	Paid	VOP01 0000009958 MES - ILLINOIS DEPOSITORY ACCT 75 REMITTANCE DR. STE. #3135 CHICAGO IL 60675	Not applicable		701.87 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099049	00315578_SNV, 0031	May/25/2012	BOOTS,ZIPPERS,RESCUE GLOVES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	FIRE - Operations	General Fund	Base Program	701.87 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076721	Jun/08/2012	RE	Paid	VOP01 000004358 MID AMERICAN WATER INC. 1500 E. MOUNTAIN AURORA IL 60505	Not applicable		3,790.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098845	75261A	Apr/23/2012	WATER SUPPLIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Water	Water Fund	Water Distribution	3,790.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076722	Jun/08/2012	RE	Paid	VOP01 0000014546 MILOSOVIC, JOE C/O FIRE DEPT 123 MADISON OAK PARK IL 60302	Not applicable		56.24 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099074	05/19/12	May/19/2012	REIMBURSEMENT FOR STATION WORK SHORTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	FIRE - Operations	General Fund	Base Program	56.24 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076723	Jun/08/2012	RE	Paid	VOP01 0000014528 MILTON, MARYANNA 1029 S. LOMBARD AVE. OAK PARK IL 60304-2211	Not applicable		21.79 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098856	0523000724-02	May/23/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL @ 1029 S. LOMBARD	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	21.79 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076724	Jun/08/2012	RE	Paid	VOP01 0000002146 MINUTEMAN PRESS 6949 W. NORTH AVE OAK PARK IL 60302	Not applicable		57.99 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099025	16398	Jun/05/2012	WATER SHUT-OFF NOTICE DOORHANGERS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Printing	FINANCE - Financial Services	Sewer Fund	Utilities	57.99 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076725	Jun/08/2012	RE	Paid	VOP01 0000014531 MORIN, SHAWN P.O. BOX 302 BOWLING GREEN OH 43402	Not applicable		600.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098919	06/02/2012	Jun/02/2012	1/2 OF TOTAL ARTIST STIPEND-SCULPTURE WALK 2012	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Public Art	DPW - Engineering	Capital Improvement Fund	Base Program	600.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076726	Jun/08/2012	RE	Paid	VOP01 0000014520 NADAR, R. F. 721 WISCONSIN AVE. OAK PARK IL 60304-1041	Not applicable		5.53 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098890	0102000081-00	May/30/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL@721 WISCONSIN	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	5.53 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076727	Jun/08/2012	RE	Paid	VOP01 000006056 NAMI - METRO SUBURBAN INC. C/O J.F. HEUMANN P.O. BOX 977 OAK PARK IL 60303	Not applicable		1,323.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098910	PROJECT B12-05,DRA	Apr/30/2012	IDIS#634, JAN-APR 2012 DROP-IN CENTER FACILITATOR WAGES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	NAMI 2012	1,323.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076728	Jun/08/2012	RE	Paid	VOP01 0000011879 NAVMAN WIRELESS NA LP DEPT CH 19371 PALATINE IL 60055-9371	Not applicable		120.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098985	90135206	May/15/2012	AIRTIME SERVICE 5/15/12-6/14/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Sewer	Sewer Fund	Sewer Collection	120.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076729	Jun/08/2012	RE	Paid	VOP01 0000014511 NEASLEY, DISHEA A. 16143 PAULINA MARKHAM IL 60428	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098818	1J068590	May/21/2012	REFUND PARKING CITATION OVERPAYMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Fines	POLICE - Field Services	General Fund	Parking Enforcement Officers	20.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076730	Jun/08/2012	RE	Paid	VOP01 0000001267 NYHAN, BAMBRICK,KINZIE & LOWRY, P.C. 20 N. CLARK STREET, SUITE 1000 CHICAGO IL 60602	Not applicable		3,751.62 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099045	309254-309264	May/15/2012	APRIL 2012 LEGAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Legal Fees Workers Comp	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	3,751.62 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076731	Jun/08/2012	RE	Paid	VOP01 0000001269 OAK PARK AREA ARTS COUNCIL 123 MADISON ST OAK PARK IL 60302	Not applicable		55,537.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099039	MAY 2012	May/21/2012	GENERAL SERVICES, MINI MURAL ADMIN FEE, OFF THE WALL PROGRAM, A	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Oak Park Area Arts Council	Special Activities	General Fund	Base Program	55,537.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076732	Jun/08/2012	RE	Paid	VOP01 0000001275 OAK PARK REGIONAL HOUSING CTR 1041 SOUTH BOULEVARD C/O ROB BREYMAIER OAK PARK IL 60302	Not applicable		17,657.97 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098901	PROJECT B12-08, DR	May/09/2012	IDIS#637, CDBG-ADMINISTRATION	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	OP Reg Housing Ctr Admin 2012	10,517.95 USD
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	OP Regnl Hsing Ctr Pub Svc 12	7,140.02 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076733	Jun/08/2012	RE	Paid	VOP01 0000001276 OAK PARK RESIDENCE CORPORATION 21 SOUTH BLVD OAK PARK IL 60302	Not applicable		1,260.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098899	OPE 2012-00048	Jun/01/2012	REFUND PARKWAY,SIDEWALK & CURB RESTORATION DEPOSITS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Reserve For Restoration Dep	Balance Sheet	General Fund	Balance Sheet	1,260.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076734	Jun/08/2012	RE	Paid	VOP01 0000001277 OAK PARK TOWNSHIP YOUTH SVCS. 105 S. OAK PARK OAK PARK IL 60302	Not applicable		13,908.40 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098884	JANUARY - MARCH 2	May/02/2012	YOUTH INTERVENTIONIST SERVICES - 1ST QUARTER 2012	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Township Interventionist Prg	Special Activities	General Fund	Base Program	13,908.40 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076735	Jun/08/2012	RE	Paid	VOP01 0000014490 OWENS, JOHN 708 CLARENCE AVE. OAK PARK IL 60304	Not applicable		243.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099042	06/02/12	Jun/02/2012	CONTRACTUAL SERVICES 5/26/12-6/2/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	HEALTH - Farmer's Market	Farmers Market Com	Base Program	243.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076736	Jun/08/2012	RE	Paid	VOP01 0000011670 P & L CONSTRUCTION 1918 BURR OAK DR. MT. PROSPECT IL 60056	Not applicable		18,775.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098900	PROJECT B11-21, FI	May/16/2012	IDIS #626, REHAB CONSTRUCTION@604 LYMAN	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Housing Rehab Property Loan	Housing Services	Community Development L	Single Housing Rehab Loan 11	7,100.00 USD
1	Housing Rehab Property Grants	Housing Services	Community Dev Block Gr	Single Family Housing Lead 11	2,500.00 USD
1	Housing Rehab Property Grants	Housing Services	General Fund	Single Housing Rehab Loan 08	9,175.00 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076737	Jun/08/2012	RE	Paid	VOP01 0000002684 PATTEN INDUSTRIES INC. 635 W. LAKE ST. ELMHURST IL 60126	Not applicable		195.37 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098986	P50C0780114	May/09/2012	BELT TENSIONER	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	195.37 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076738	Jun/08/2012	RE	Paid	VOP01 0000010032 PAUL CONWAY SHIELDS 14100 W. CLEVELAND AVE NEW BERLIN WI 53151	Not applicable		47.40 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098886	0306587-IN	May/14/2012	HELMET SHIELDS, DRAEGER SENSOR FILTERS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	FIRE - Operations	General Fund	Base Program	47.40 USD



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Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076739	Jun/08/2012	RE	Paid	VOP01 0000001858 PIERITZ BROS. INC. 401 SOUTH BLVD OAK PARK IL 60302	Not applicable		15.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099066	5237	Mar/07/2012	NAME PLATE FOR CARA PAVLICEK	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Office Supplies	CLERK - Village Clerk	General Fund	Base Program	15.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076740	Jun/08/2012	RE	Paid	VOP01 0000012347 PNC EQUIPMENT FINANCE P.O. BOX 931034 CLEVELAND OH 44193	Not applicable		1,328.17 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099072	4035433	May/29/2012	6/24/12-7/23/12 ZOLL E-SERIES ACLS MANUAL DEFIBRILATORS & ACCESSORIE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Computer Equipment	FINANCE - Financial Services	Equipment Replacement F	Computer Equipment - Police	1,328.17 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076741	Jun/08/2012	RE	Paid	VOP01 0000005001 POLFUS, EDWARD 521 BEACH AVE. LAGRANGE PARK IL 60526	Not applicable		261.74 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099060	06/05/12	Jun/05/2012	CONTRACTUAL SERVICES 6/5/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	170.70 USD
1	External Support	Adjudication	General Fund	Base Program	91.04 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076742	Jun/08/2012	RE	Paid	VOP01 0000001301 POWER EQUIPMENT LEASING CO 605 ANDERSON DRIVE ROMEDEVILLE IL 60446	Not applicable		329.46 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098987	18554	Apr/26/2012	AERIAL LIFT PARTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	329.46 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076743	Jun/08/2012	RE	Paid	VOP01 0000003038 PRINTING STORE INC. 621 MADISON ST. OAK PARK IL 60302	Not applicable		268.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098758	69272	May/14/2012	EMERGENCY NOTICE "WATER SHUT-OFF"	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Printing	DPW - Water	Water Fund	Base Program	268.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076744	Jun/08/2012	RE	Paid	VOP01 0000002415 PUREE'S PIZZA & PASTA 1023 LAKE ST. OAK PARK IL 60301	Not applicable		80.95 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098988	4	May/26/2012	PIZZA'S FOR ELECTORNICS RECYCLING EVENT LUNCH	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Solid Waste	Environmental Services Fu	Keep VOP Beautiful Program	80.95 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076745	Jun/08/2012	RE	Paid	VOP01 0000013041 RED WING SHOE STORE 309 N. WEBER RD BOLINGBROOK IL 60440	Not applicable		300.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098990	0240000007692	May/15/2012	SAFETY SHOES - BIRING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	DPW - Water	Water Fund	Base Program	150.00 USD
1	Clothing	DPW - Street Services	General Fund	Base Program	150.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076746	Jun/08/2012	RE	Paid	VOP01 0000001314 RELIASTAR LIFE INSURANCE 3702 PAYSHERE CIRCLE CHICAGO IL 60674-0037	Not applicable		620.14 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099063	10A9883107	Mar/14/2012	GBP 0030942-7 ING EMPLOYEE BENEFITS MONTHLY 5/1/12-5/31/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Life Insurance Expense	HR - Health Insurance	Health Insurance Fund	Base Program	620.14 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076747	Jun/08/2012	RE	Paid	VOP01 0000001315 RESERVE ACCOUNT P.O. BOX 223648 PITTSBURGH PA 15250-2648	Not applicable		10,633.57 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099028	MAY 2012	Jun/06/2012	ACCT#38402533. POSTAGE EXPENSE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
19	Postage	HEALTH - Farmer's Market	Farmers Market Com	Base Program	2.25	USD
29	Postage	Fire Pension	Fire Pension Fund	Base Program	3.60	USD
1	Postage	Parking Services	Parking Fund	Base Program	3,000.00	USD
28	Postage	DPW - Solid Waste	Environmental Services Fu	Base Program	39.15	USD
21	Postage	DPW - Sewer	Sewer Fund	Base Program	4.10	USD
20	Postage	FINANCE - Financial Services	Sewer Fund	Base Program	221.85	USD
22	Postage	Parking Services	Parking Fund	Base Program	2,662.95	USD
25	Postage	Police Pension	Police Pension Fund	Base Program	0.45	USD
5	Postage	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	5.85	USD
27	Postage	FINANCE - Financial Services	General Fund	Accounting Services	210.95	USD
30	Postage	HEALTH - Health Services	General Fund	Animal Control	200.20	USD
1	Postage	Board of Trustees	General Fund	Base Program	47.85	USD
17	Postage	DPW - Engineering	General Fund	Base Program	15.60	USD
16	Postage	HEALTH - Health Services	General Fund	Base Program	86.90	USD
15	Postage	FIRE - Admin	General Fund	Base Program	208.54	USD
14	Postage	POLICE	General Fund	Base Program	175.47	USD
13	Postage	FINANCE - Financial Services	General Fund	Base Program	2.90	USD
12	Postage	Building Property Standards	General Fund	Base Program	130.30	USD
11	Postage	Housing Services	General Fund	Base Program	260.81	USD
10	Postage	CD Grant Admin	General Fund	Base Program	8.30	USD
9	Postage	Plan Community Development	General Fund	Base Program	17.75	USD
31	Postage	Business Services	General Fund	Base Program	5.95	USD
26	Postage	Adjudication	General Fund	Base Program	2,962.60	USD



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24	Boards Commissions Support	VMO - Village Management	General Fund	Base Program	119.10	USD
23	Postage	Special Activities	General Fund	Base Program	48.55	USD
18	Postage	DPW - Forestry	General Fund	Base Program	12.40	USD
3	Postage	Community Relations	General Fund	Base Program	2.70	USD
4	Postage	Information Technology	General Fund	Base Program	1.35	USD
6	Postage	LEGAL - Law	General Fund	Base Program	17.95	USD
8	Postage	CLERK - Village Clerk	General Fund	Base Program	91.40	USD
7	Postage	HR - Human Resources	General Fund	Base Program	26.80	USD
2	Postage	VMO - Village Management	General Fund	Base Program	22.50	USD
32	Boards Commissions Support	CLERK - Boards and Commissions	General Fund	Historic Preservation Commiss	16.50	USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076748	Jun/08/2012	RE	Paid	VOP01 0000004974 RICHARDSON, ANITA 5057 HARVARD TERRACE SKOKIE IL 60077	Not applicable		562.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099061	2012-22	Jun/05/2012	CONTRACTUAL SERVICES 6/5/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	562.50 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076749	Jun/08/2012	RE	Paid	VOP01 0000011967 RICOH AMERICAS CORP 21146 NETWORK PLACE CHICAGO IL 60673-1211	Not applicable		230.16 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099030	21479419	May/28/2012	JUNE 2012 COPIER LEASE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Equipment Rental	POLICE	General Fund	Base Program	230.16 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076750	Jun/08/2012	RE	Paid	VOP01 0000005969 RICOH AMERICAS CORP. DBA RICOH BUSN P.O. BOX 73210 CHICAGO IL 60673-7210	Not applicable		118.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098898	509914212	Dec/08/2011	REFILL STAPLES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Office Supplies	VMO - Village Management	General Fund	Base Program	118.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076751	Jun/08/2012	RE	Paid	VOP01 000008988 RICOH AMERICAS CORPORATION P.O. BOX 4245 CAROL STREAM IL 60197-4245	Not applicable		24.24 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099029	414378655,73671,319	Jan/11/2012	DECEMBER 2011 COPIER MAINTENANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Equipment Rental	POLICE	General Fund	Base Program	24.24 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076752	Jun/08/2012	RE	Paid	VOP01 0000012117 RICOH AMERICAS CORPORATION P.O. BOX 6434 CAROL STREAM IL 60197-6434	Not applicable		413.70 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099031	6745895880	May/26/2012	MAY/JUNE 2012 COPIER LEASE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Equipment Rental	Building Property Standards	General Fund	Property Standards	413.70 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076753	Jun/08/2012	RE	Paid	VOP01 0000014459 RINKS, JESSICA C/O HEALTH DEPT 123 MADISON OAK PARK IL 60302	Not applicable		1,320.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099040	06/02/12	Jun/02/2012	CONTRACTUAL SERVICES 5/21/12-6/2/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	HEALTH - Farmer's Market	Farmers Market Com	Base Program	800.00 USD
1	External Support	HEALTH - Farmer's Market	Farmers Market Com	Base Program	520.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076754	Jun/08/2012	RE	Paid	VOP01 0000014541 RISCH, MARK P.O. BOX 2147 OAK PARK IL 60303-2147	Not applicable		163.34 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098893	0523000508-01	May/31/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL@117 S. LOMBARD	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	163.34 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076755	Jun/08/2012	RE	Paid	VOP01 0000001185 RIZZA, JOE. FORD 2100 S HARLEM AVE NORTH RIVERSIDE IL 60546	Not applicable		524.08 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098993	442208	May/10/2012	WHEEL SENSOR KIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	69.08 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	96.25 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	94.00 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	250.25 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	14.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076756	Jun/08/2012	RE	Paid	VOP01 0000014545 ROBBINS SCHWARTZ NICHOLAS LIFTON & TAYLOR LTD 55 W. MONROE ST, SUITE 800 CHICAGO IL 60603-5144	Not applicable		2,866.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099048	242291	May/31/2012	APRIL 2012 LEGAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Legal Fees Liability Claims	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	2,866.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076757	Jun/08/2012	RE	Paid	VOP01 0000001855 ROZMUS,KAREN C/O PUBLIC WORKS 123 MADISON OAK PARK IL 60302	Not applicable		52.88 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098996	05/31/2012	May/31/2012	REIMBURSEMENT-REFRESHMENTS FOR PAINT EXCHANGE&ELECTRONICS E	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Solid Waste	Environmental Services Fu	Keep VOP Beautiful Program	52.88 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076758	Jun/08/2012	RE	Paid	VOP01 0000001321 RUSSO POWER EQUIPMENT 9525 W. IRVING PARK RD SCHILLER PARK IL 60176	Not applicable		422.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098885	1309386	May/15/2012	CHAIN SAW, GUIDE BAR, CHAIN RAPID SUPER	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	FIRE - Training and Public Ed.	General Fund	Base Program	422.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076759	Jun/08/2012	RE	Paid	VOP01 0000001326 SARAH'S INN 309-311 HARRISON OAK PARK IL 60304	Not applicable		1,997.58 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098905	PROJECT B12-12, DR	May/11/2012	IDIS#641 JAN-MAR 2012 SUPPORT PROFESSIONAL STAFF FOR CRISIS LINE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	Sarah's Inn 2012	1,997.58 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076760	Jun/08/2012	RE	Paid	VOP01 0000008486 SCHEIN INC., HENRY DEPT. CH 10241 PALATINE IL 60055-0241	Not applicable		544.21 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098887	9125161-01, 8667874	May/16/2012	EMS SUPPLIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	FIRE - EMS	General Fund	Base Program	544.21 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076761	Jun/08/2012	RE	Paid	VOP01 0000014542 SCULLY, MIKE C/O PUBLIC WORKS 123 MADISON ST. OAK PARK IL 60302	Not applicable		246.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098997	05/17/2012	May/17/2012	REIMBURSEMENT FOR EVT TESTING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	DPW - Fleet Operations	General Fund	Base Program	120.00 USD
1	Conferences Training	DPW - Fleet Operations	General Fund	Base Program	126.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076762	Jun/08/2012	RE	Paid	VOP01 0000004688 SHERWIN WILLIAMS CO. 3401 S. HARLEM AVE BERWYN IL 60402	Not applicable		168.45 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098999	3195-4	May/04/2012	PAINT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	168.45 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076763	Jun/08/2012	RE	Paid	VOP01 000001951 SIGN EXPRESS 900 S. OAK PARK AVE OAK PARK IL 60304	Not applicable		489.60 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098862	9498	May/23/2012	12 PLASTIC ENGRAVED SIGNS FOR SCULPTURE WALK EXHIBIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Public Art	DPW - Engineering	Capital Improvement Fund	Base Program	489.60 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076764	Jun/08/2012	RE	Paid	VOP01 0000014527 SIGNAL PERFECTION LTD SPL INTEGRATED SOLUTIONS P.O. BOX 62264 BALTIMORE MD 21264-2264	Not applicable		1,163.86 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098855	215391	Dec/27/2011	RESTOCK FEES FOR 1 OPENED SMASBIDL452MP INTERACTIVE DISPLAY	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	WAN Equipment	FINANCE - Financial Services	Equipment Replacement F	Computer Equipment - IT Dept	1,163.86 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076765	Jun/08/2012	RE	Paid	VOP01 000009872 SIMPSON, M.E. CO., INC. 3406 ENTERPRISE AVE VALPARAISO IN 46383-6953	Not applicable		1,350.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098844	22553	May/18/2012	CONDUCT PITOT TESTING & METER CALIBRATION SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Property Repair	DPW - Water	Water Fund	Water Supply	1,350.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076766	Jun/08/2012	RE	Paid	VOP01 0000014518 SMITH, MELVIN - FORECLOSURE C/O PRS ASSOCIATES 10450 S. WESTERN AVE. CHICAGO IL 60643	Not applicable		20.18 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098892	0663000995-00	May/30/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL@430 N. HUMPHREY	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	20.18 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076767	Jun/08/2012	RE	Paid	VOP01 0000005164 SOLAR SERVICE 7312 N. MILWAUKEE AVE. NILES IL 60714-4310	Not applicable		88,764.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099075	5 - FINAL PAYMENT	Apr/23/2012	SOLAR PHOTOVOLTAIC PANEL SYSTEM 3/21/12-4/23/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Building Improvements	Parking Services	Parking Fund	The Avenue Garage	88,764.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076768	Jun/08/2012	RE	Paid	VOP01 0000001857 SOLID WASTE ASSN. OF NORTH AMERICA P.O. BOX 7219 SILVER SPRING MD 20907-7219	Not applicable		189.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099000	2013-40006	May/24/2012	ANNUAL MEMBERSHIP DUES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	DPW - Solid Waste	Environmental Services Fu	Base Program	189.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076769	Jun/08/2012	RE	Paid	VOP01 0000009212 SOLLITT, GEORGE. CONSTRUCTION COMPAN 790 NORTH CENTRAL AVE. WOOD DALE IL 60191	Not applicable		79,958.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099001	PAYMENT 9	May/09/2012	SOUTH MARION STREETScape IMPROVEMENTS PERIOD TO 4/30/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Water	Water Fund	Water Distribution	79,958.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076770	Jun/08/2012	RE	Paid	VOP01 0000009363 STACK, JOHN 2906 LINCOLN EVANSTON IL 60201	Not applicable		1,987.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098830	05/31/12	May/31/2012	CONTRACTUAL SERVICES 5/15/12,5/25/12,5/29/12 & 5/31/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Consultant Fees	Adjudication	General Fund	Base Program	1,987.50 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076771	Jun/08/2012	RE	Paid	VOP01 0000002055 STANDARD INDUSTRIAL & AUTO EQUIPME 6211 CHURCH RD. HANOVER PARK IL 60133-4802	Not applicable		320.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099002	52842	May/03/2012	LIFT REPAIR	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	320.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076772	Jun/08/2012	RE	Paid	VOP01 0000004689 START GROUP 324 WOODSIDE DR. BLOOMINGDALE IL 60108	Not applicable		650.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099003	S012-5-51	May/08/2012	TRENCHING & SHORING TRAINING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	DPW - Water	Water Fund	Base Program	650.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076773	Jun/08/2012	RE	Paid	VOP01 0000014526 STOLLEY & ORLEBEKE, INC. 523 W. WRIGHTWOOD AVE. ELMHURST IL 60126-1004	Not applicable		1,719.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098843	120519	Apr/12/2012	SPECIALIZED METER ASSEMBLY	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Water	Water Fund	Water Distribution	1,719.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076774	Jun/08/2012	RE	Paid	VOP01 0000001363 STRAND ASSOCIATES, INC. 1170 HOUBOLT RD. JOLIET IL 60431	Not applicable		4,838.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098833	4(00916555)	May/15/2012	VIADUCT IMPROVEMENT PHASE II ENGINEERING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Encumbrances Liability	Balance Sheet	Capital Improvement Fund	Balance Sheet	4,838.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076775	Jun/08/2012	RE	Paid	VOP01 000009629 STREICHER'S P.O. BOX 41398 MINNEAPOLIS MN 55441-0398	Not applicable		3,025.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098888	I916576	Mar/26/2012	BULLETPROOF VESTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Crossing Guards	3,025.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076776	Jun/08/2012	RE	Paid	VOP01 000005743 SUBURBAN LABORATORIES 4140 LITT DRIVE. HILLSIDE IL 60162-1183	Not applicable		255.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098842	18184	May/15/2012	WATER TESTING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Water	Water Fund	Water Supply	255.00 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076777	Jun/08/2012	RE	Paid	VOP01 0000001372 TERMINAL SUPPLY CO P.O. BOX 1253 TROY MI 48099	Not applicable		92.95 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099004	39561-00	May/10/2012	HOSE CLAMPS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	19.34 USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	3.90 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	19.33 USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	3.90 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	3.90 USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	19.34 USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	19.34 USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	3.90 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076778	Jun/08/2012	RE	Paid	VOP01 0000001380 THIRD MILLENNIUM 4200 CANTERA DR. STE. #105 WARRENVILLE IL 60555	Not applicable		2,021.02 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099033	14669	May/22/2012	UTILITY BILL & LATE NOTICE RENDERING, PRINTING & FOLDING BUCK SLI	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Postage	FINANCE - Financial Services	Sewer Fund	Utilities	1,738.66 USD
2	Printing	Housing Services	General Fund	Base Program	282.36 USD



Report ID: APY2001

PeopleSoft Accounts Payable
DETAILED CHECK REGISTER

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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076779	Jun/08/2012	RE	Paid	VOP01 0000001381 THOMPSON ELEVATOR INSPECTION 1302 E THAYER ST MT PROSPECT IL 60056	Not applicable		200.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098523	12-1677, 12-1629	May/14/2012	SEMI-ANNUAL ELEVATOR INSPECTIONS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Consultant Fees	Building Property Standards	General Fund	Building Inspection Services	200.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076780	Jun/08/2012	RE	Paid	VOP01 0000001034 TRUCK PRO, INC. P.O. BOX 905044 CHARLOTTE NC 28290-5044	Not applicable		839.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099006	080-0625931	May/15/2012	MUFFLER CLAMPS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	5.17	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	4.83	USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	9.64	USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	45.31	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	5.16	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	48.83	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	16.15	USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	9.64	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	9.64	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	57.37	USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	5.17	USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	394.00	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	18.41	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	10.19	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	45.31	USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	5.17	USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	9.65	USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	139.86	USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076781	Jun/08/2012	RE	Paid	VOP01 0000002291 V & N CONSTRUCTION 35 FORESTWOOD DR. ROMEOVILLE IL 60446	Not applicable		918.40 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099015	24715	Apr/20/2012	THIRTY 6' PARKING BUMPERS WITH PINS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	Parking Services	Parking Fund	On Street Parking	918.40 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076782	Jun/08/2012	RE	Paid	VOP01 0000003125 VONESH, JAMES C/O POLICE 123 MADISON OAK PARK IL 60302	Not applicable		92.87 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098889	05/17/2012	May/17/2012	UNIFORM ALLOWANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Crossing Guards	92.87 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076783	Jun/08/2012	RE	Paid	VOP01 0000011464 WARREN OIL CO, INC. P.O. BOX 40 SUMMIT IL 60501	Not applicable		36,836.23 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099016	10722846, 10722648	May/21/2012	FUEL PURCHASES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
4	Fuel	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	4,506.82 USD
1	Fuel	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	5,931.59 USD
3	Fuel	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	12,243.68 USD
2	Fuel	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	14,154.14 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076784	Jun/08/2012	RE	Paid	VOP01 0000001412 WEDNESDAY JOURNAL, INC 141 S. OAK PARK AVE. OAK PARK IL 60302	Not applicable		364.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098859	05/16/12	May/16/2012	ACCT#033104-00000. LEGAL NOTICE-1229 EDMER FOR ZBA	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Legal Advertisements	Building Property Standards	General Fund	Zoning Board	168.00 USD
1	Legal Advertisements	Building Property Standards	General Fund	Zoning Board	196.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076785	Jun/08/2012	RE	Paid	VOP01 0000001416 WEST PAYMENT CENTER P.O. BOX 6292 CAROL STREAM IL 60197-6292	Not applicable		142.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098858	825003056	May/04/2012	SUBSCRIPTION PRODUCT CHARGES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Printing	Adjudication	General Fund	Base Program	142.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076786	Jun/08/2012	RE	Paid	VOP01 0000006993 WEST SIDE EXCHANGE P.O. BOX 87618 DEPT #4570 CHICAGO IL 60680-0618	Not applicable		431.49 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099017	N73979	May/18/2012	FITLERS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	78.76 USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	65.07 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	78.75 USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	78.76 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	65.07 USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	65.08 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076787	Jun/08/2012	RE	Paid	VOP01 0000001418 WEST SUBURBAN P.A.D.S. C/O LYNDA SCHUELER, P.O. BOX 797 OAK PARK IL 60303	Not applicable		9,840.37 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098904	PROJECT B12-22, DR	May/08/2012	IDIS #649, JAN-APR 2012 CDBG-EMERGENCY SHELTER STAFF	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	WS PADS Emerg Shelter 2012	3,269.60 USD
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	WS PADS Trans Housing 2012	6,570.77 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076788	Jun/08/2012	RE	Paid	VOP01 0000003858 WHELEN ENGINEERING COMPANY, INC. 51 WINTHROP RD. CHESTER CT 06412-0684	Not applicable		739.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099019	207463	May/17/2012	LIGHT BAR	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	739.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076789	Jun/08/2012	RE	Paid	VOP01 0000014540 WHITE, BRAD 641 N. HAMLIN PARK RIDGE IL 60068	Not applicable		54.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098894	0662000866-03	Jun/04/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL@907 N. TAYLOR	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	54.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076790	Jun/08/2012	RE	Paid	VOP01 0000001822 WHOLESALE DIRECT INC. 5620 W. 65TH ST. CHICAGO IL 60638	Not applicable		357.39 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099020	000192977	May/08/2012	WIPER BLADES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	32.76 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	32.76 USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	32.76 USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	32.79 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	226.32 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076791	Jun/08/2012	RE	Paid	VOP01 0000001422 WIEDNER & MCAULIFFE, LTD 1 N FRANKLIN, SUITE 1900 CHICAGO IL 60606-3401	Not applicable		92.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099046	198533	May/22/2012	APRIL 2012 LEGAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Legal Fees Workers Comp	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	92.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076792	Jun/08/2012	RE	Paid	VOP01 0000014537 WILCOX, JEFF 3811 OPAL SW GRAND RAPIDS MI 49548	Not applicable		600.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098920	06/02/2012	Jun/02/2012	1/2 OF TOTAL ARTIST STIPEND-SCULPTURE WALK 2012	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Public Art	DPW - Engineering	Capital Improvement Fund	Base Program	600.00 USD

Total Requirements for Bank Account FB_OP VOP 154508888927 484,731.58 USD



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PeopleSoft Accounts Payable
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Run Date Jun/07/2012

Run Time 12:25:04 PM

Pay Cycle: OAKPK
Pay Cycle Sequence: 767
Pay Cycle Run Date: Jun/07/2012

Total Requirements for Currency USD 484,731.58 USD

Pay Cycle: QUICK1
Pay Cycle Sequence: 841
Pay Cycle Run Date: Jun/05/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076628	Jun/05/2012	RE	Paid	VOP01 0000001544 HARRIS BANK CORPORATE CLIENTS PAYME P.O. BOX 71878 CHICAGO IL 60694-1878	Not applicable		1,220.20 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00098976	2012-05	May/15/2012	CORPORATE CREDIT CARD CHARGES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
2	Conferences Training	Adjudication	General Fund	Base Program	260.57	USD
5	Conferences Training	DPW - Fleet Operations	General Fund	Base Program	105.00	USD
7	Conferences Training	DPW - Street Services	General Fund	Base Program	200.80	USD
12	Computer Supplies	Information Technology	General Fund	Base Program	11.47	USD
13	Office Supplies	CD Grant Admin	General Fund	Base Program	9.70	USD
8	Operational Supplies	FIRE - Operations	General Fund	Base Program	110.42	USD
3	Office Supplies	LEGAL - Law	General Fund	Base Program	4.00	USD
11	Computer Equipment	Communication	Equipment Replacement F	Computer Equipment - Capital	28.89	USD
9	Computer Equipment	POLICE - RICO Funding	Federal RICO Forfeiture Fu	Base Program	150.00	USD
1	Office Supplies	FINANCE - Financial Services	General Fund	Accounting Services	30.00	USD
4	Boards Commissions Support	Community Relations	General Fund	Community Monitoring	134.50	USD
10	Software License Updates	Information Technology	General Fund	Program Maintenance	23.34	USD
6	Building Materials	DPW - Building Maintenance	General Fund	Fire Department	151.51	USD

Total Requirements for Bank Account FB_OP VOP 154508888927 1,220.20 USD



Report ID: APY2001

PeopleSoft Accounts Payable
DETAILED CHECK REGISTER

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Run Date Jun/07/2012
Run Time 12:25:04 PM

Pay Cycle: QUICK1
Pay Cycle Sequence: 841
Pay Cycle Run Date: Jun/05/2012

Total Requirements for Currency USD 1,220.20 USD

Pay Cycle: QUICK1
Pay Cycle Sequence: 842
Pay Cycle Run Date: Jun/06/2012

Bank Account: FB_OP VOP 15450888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
076629	Jun/06/2012	RE	Paid	VOP01 0000014543 EASTSIDE CAFE 102 HARRISON ST. OAK PARK IL 60304	Not applicable		112.40 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00099022	06/07/2012	Jun/07/2012	CONTINENTAL BREAKFAST FOR KSGI DELEGATION MEETING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	VMO - Village Management	Sustainability Fund	Base Program	112.40 USD
Total Requirements for Bank Account				FB_OP VOP 15450888927	112.40 USD
Total Requirements for Currency				USD	112.40 USD