



TENTATIVE A g e n d a
President and Board of Trustees
Monday, October 1, 2012
Village Hall
123 Madison Street

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

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

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

Instructions for Non-Agenda Public Comment

(3 minutes per person; 30 minutes maximum)

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

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

Instructions for Agenda Public Comment

(3 minutes per person; 3 items per person maximum)

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

- V. **Agenda Approval**
- VI. **Minutes – Regular Village Board Meeting Minutes of September 18, 2012**
- VII. **Non-Agenda Public Comment – *Please refer to instructions above.***
- VIII. **Proclamation – West Suburban PADS 20th Anniversary Celebration Month October 2012**
- IX. **Resolution – Halloween “Trick or Treat” Hours Wednesday, October 31, 2012**
- X. **Village Manager Reports**
- XI. **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.
- XII. **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.
- XIII. **Citizen Commission Appointments, Reappointments, 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.

Citizen Police Oversight Commission – Ozzie Bruno, Reappoint as Chair

Community Design Commission – Christina Loran, Reappoint as Member
John Schiess, Reappoint as Member
Sharon Snook, Reappoint as Member

Housing Authority – David Kralik, Appoint as Member

Madison Street Coalition – Melissa Mickelberry, Appoint as Member

XIV. **First Reading**

A. **First Reading of an Adoption of State Mandated Regulations Related to Building Construction**

Overview: This is the First Reading of the proposed adoption of State mandated codes related to building construction as part of the proposed overall upgrade to the building codes. Adoption of these codes will allow for local enforcement of these regulations. Copies of the proposed regulations are available for view in the Village Clerk’s Office or in the Department of Building and Property Standards.

1. ORDINANCE ADOPTING THE 2012 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE (2012 VERSION); THE ILLINOIS PLUMBING CODE; THE SAFETY CODE FOR ELEVATORS AND ESCALATORS (ASME A17.1-2010/CSA B44-10); PERFORMANCE BASED SAFETY CODE FOR

ELEVATORS AND ESCALATORS (ASME A17.7-2007/CSA B44-7.07); THE SAFETY CODE FOR EXISTING ELEVATORS AND ESCALATORS (ASME A17.3-2005); THE SAFETY STANDARD FOR PLATFORM LIFTS AND STAIRWAY CHAIRLIFTS (ASME S18.1-2008); AND REPEALING ANY AND ALL OTHER ORDINANCES OR PARTS OF LAWS IN CONFLICT THEREWITH

XV. Regular Agenda

- B. Ordinance Approving the Issuance of the 2012 Series A Corporate Purpose Project and Refunding Bond in the Amount of \$9,930,000 and 2012 Series B Corporate Purpose Project and Refunding Bond in the Amount of \$1,345,000**

Overview: The Village has an opportunity to refinance several existing debt issues to take advantage of lower interest rates. This issue refinances the current 2004B, 2005A, and 2006A General Obligation issues.

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

Overview: These items relate to the pending sale of the Residential, Retail and Townhouse Parcels in the Whiteco Development to OPP Apartments LLC. Included in this approval process are the transfer of property to the Village and an agreement which requires Whiteco to complete repairs to the western expansion of the Holley Court Garage. At the last Regular Meeting of the Village Board on September 18, 2012, the Village Board tabled this item pending further information.

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

East Side of Harlem Avenue Between Ontario Street and Lake Street

D. **Status Report on the Lake & Forest Garage Design Presented by Project Management Advisors Inc. (PMA)**

This item is informational and discussion only. The Village's Owners Representative, PMA, which oversees the Village's public parking facility during the construction of the private development project at Lake & Forest will present a project update.

XVI. Consent Agenda

E. **Resolution Requesting Village of Oak Park Geographic Information System Data from the Cook County Assessor's Office**

Overview: The Village of Oak Park has and uses a geographic information system (GIS). The Cook County Assessor's Office is willing to share its GIS data with local governments at no cost. The Village is requesting that Cook County share its GIS data with the Village.

F. **Resolution Authorizing Execution of a One-Year Contract with A&B Landscaping & Tree Service of Riverside, Illinois for Sidewalk Snow Removal Services in the Winter of 2012-2013 in an Amount Not to Exceed \$15,000.00**

Overview: Staff recommends entering into a contract with A&B Landscaping for sidewalk snow removal services. This item is being brought forward to the Village Board since the contractor, A & B Landscaping & Tree Service, has been under contract with the Village this Fiscal Year in excess of \$25,000 for storm damage cleanup, which exceeds the Village Managers spending authority.

G. **Resolution Authorizing the Execution of a One-Year Contract with G.A. Paving Construction Co., Inc. of Bellwood, Illinois for Snow Removal Services in the Winter of 2012-2013 in an Amount Not to Exceed \$50,000.00**

Overview: Staff recommends entering into a contract with G.A. Paving for the sidewalk snow removal, snow plowing services and back-up service for shoveling school crosswalks. The Department of Public Works snow removal operation is supplemented with contractor assistance during heavy snow fall events or when there is a shortage of Village staff.

H. **Resolution Authorizing an Increase of \$20,000.00 to the Contract with Christy Webber & Company of Chicago, Illinois for the 2012 Commercial District Planter Program to an Amount not to Exceed \$73,595.00**

Overview: Staff is requesting that the contract with Christy Webber & Company be increased by \$20,000.00 to address additional watering of landscaping due to the significant drought this year. There are sufficient funds for this work in the Forestry External Support account.

I. **Resolution Authorizing Execution of a Contract with The Cerniglia Company for Project 12-1, Water and Sewer Main Improvements in an Amount not to Exceed \$1,815,662.15**

Overview: Bids were opened for a portion of this years water and sewer main improvements. The low bid was submitted by The Cerniglia Company in an

amount of \$1,815,662.15, which included reconstructing three entire blocks in concrete. It is recommended to award the contract to Cerniglia.

- K. Resolution Authorizing Execution of Subordination of Lien: MSA 0910-G**
Overview: The loan 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. Ordinance Amending Section 3-2-4 of the Village Code Entitled Mandatory Alcohol Awareness Training**
Overview: This is to extend the deadline from December 2012 to December 2013 for all sellers and servers of alcoholic liquor to complete BASSET training.
- M. Resolution Authorizing a 45-Day Extension of a Professional Service Contract for an Employee Lease Agreement with GovTemps for Permits & Land Use Manager**
Overview: This is a 45-day extension of the contractor currently performing the duties of the Land Use & Permits Manager. Attempts to fill the position in the past were unsuccessful. On an interim basis the Village contracted with GovTemps last year to fill the position on a temporary basis in order to give the Department time to further review the potential reorganization of the Department. This contract will be finalized after Human Resources finish an RFP currently in process.
- N. Resolution Authorizing a 45-Day Extension of a Professional Services Contract for an Employee Lease Agreement with GovTemps for Interim Parking Manager**
Overview: This is a 45-day extension of the contractor currently performing the work of the Interim Parking Manager. The Interim Parking Manager is currently serving as the Interim Village Manager. This contract will be finalized after Human Resources finishes an RFP currently in process.
- O. Resolution Authorizing the Execution of an Intergovernmental Cooperation Agreement by and Between the Village of Oak Park and the Chicago Transit Authority for CTA Detail Police Officers**
Overview: This is an intergovernmental cooperation agreement to provide public safety resources to the CTA using off-duty Oak Park Police Officers. This intergovernmental cooperation agreement has been in place since 1990. The CTA pays the Village for these services.
- Q. An Ordinance Amending Chapter 3, Article 8 of the Code of the Village of Oak Park – Cancellation of a Package Liquor Class C-2 for Supervalu Corp., DBA Jewel Food Store #3288, 438 W. Madison Street, Oak Park, IL 60302 and Creation of a Package Liquor Class C-1 Liquor License for Supervalu Corp., DBA Jewel Food Store #3288, 438 W. Madison Street, Oak Park, IL 60302**
Overview: Supervalu Corp., dba Jewel Food Store #3288, 438 Madison St. is requesting that their Package Liquor Class C-2 License (beer and wine) be changed to a Package Liquor Class C-1 License (full liquor).
- P. Motion to Approve the Bills in the Amount of \$4,330,607.08 for the Week Beginning September 17th through September 28th**

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

WEST SUBURBAN PADS 20TH ANNIVERSARY CELEBRATION MONTH - OCTOBER 2012

WHEREAS, West Suburban PADS opened its overnight Emergency Shelter program in October of 1992, under the name "Tri-Village PADS," initially operated entirely by volunteers who provided food and shelter to 244 homeless persons at seven rotating sites in Oak Park, River Forest and Forest Park; and

WHEREAS, over the past 20 years, West Suburban PADS has helped more than 7,000 men, women and children transition out of homelessness and into stable housing by their measurably effective solution to homelessness, comprised of the integrated program areas of Housing, Support, Employment, Prevention and Shelter; and

WHEREAS, the congregations of Euclid United Methodist Church, First United Church of Oak Park, First United Methodist Church Oak Park, Grace Episcopal Church, Oak Park Temple and St. Christopher's Episcopal Church are to be commended for providing weekly space for the PADS' shelter; and

WHEREAS, the Village of Oak Park recognizes the community support provided to people who are homeless through the efforts of more than 1,000 volunteers and more than 55 faith communities who donated 34,452 meals and helped provide 11,484 nights of shelter in 2011; serving with dignity and respect to help enable the transition out of homelessness.

NOW THEREFORE I, David G. Pope, President of the Village of Oak Park and the Board of Trustees, do hereby proclaim October 2012 as West Suburban PADS 20th Anniversary Celebration Month and encourage all citizens to recognize that there are homeless individuals and families in our community who need the support of their fellow citizens and from the private and public nonprofit agencies that serve them.

DATED this 1st day of October, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

RESOLUTION

HALLOWEEN "TRICK OR TREAT" HOURS WEDNESDAY, OCTOBER 31, 2012

WHEREAS, the Village encourages the children of Oak Park to enjoy the fun and excitement associated with Halloween; and

WHEREAS, local young people will be enjoying "trick or treat" activities and will be supporting UNICEF by collecting funds to be used to help the hungry, sick, homeless and disaster-ravaged children of the world; and

WHEREAS, it is fitting for "trick or treat" activities to be conducted for the enjoyment of Village youngsters; and

WHEREAS, that parents, whenever possible, accompany their youngsters in these festivities or educate their children in the basics of safety, such as not getting into cars or talking to strangers and watching both ways before crossing streets,

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park that "Trick or Treat" in Oak Park be conducted on Wednesday, October 31, 2012, during the hours of 3 p.m. to 7 p.m.

DATED this 1st day of October, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**Citizen Boards and Commissions
Vacancies**

UPDATED: 9/19/2012

Committee Name	Total Members	Number of Vacancies	Expired but Serving*	Total # Needed
BOARD OF HEALTH	7	0	0	0
BUILDING CODES ADVISORY COMMISSION	9	2	0	2
CITIZEN INVOLVEMENT COMMISSION	9	0	0	0
CITIZEN POLICE OVERSIGHT COMMITTEE	7	0	1	1
CIVIC INFORMATION SYSTEMS COMMISSION	7	0	0	0
COMMUNITY DESIGN COMMISSION	13	0	0	0
COMMUNITY DEVELOPMENT CITIZENS ADVISORY COMMITTEE	9	3	0	3
COMMUNITY RELATIONS COMMISSION	9	1	0	1
DISABILITY ACCESS COMMISSION	7	1	0	1
ENVIRONMENT & ENERGY COMMISSION	9	1	0	1
FARMERS MARKET COMMISSION	11	3	0	3
FIRE AND POLICE COMMISSION	3	0	0	0
HISTORIC PRESERVATION COMMISSION	11	0	0	0
HOUSING PROGRAMS ADVISORY COMMITTEE	7	0	0	0
LIQUOR CONTROL REVIEW BOARD	5	0	0	0
PLAN COMMISSION	9	1	0	1
PUBLIC ART ADVISORY COMMISSION	11	2	0	2
TRANSPORTATION COMMISSION	7	1	0	1
ZONING BOARD OF APPEALS	7	3	0	3
TOTAL	150	18	1	19

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

A

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

CITIZEN ADVISORY BOARD AND COMMISSION RECOMMENDATION

Item Title: First Reading of an Adoption of State Mandated Regulations Related to Building Construction

Resolution or Ordinance No. _____

Date of Board Action: October 1, 2012

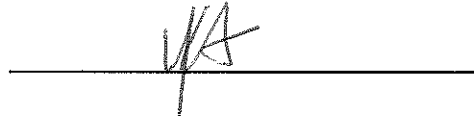
Commission Chair: James Gilchrist

Staff Liaison Review



Department Director Name:
(If different than Staff Liaison)

Village Manager's Office:



Citizen Advisory Board or Commission Issue Processing (Dates of Related Commission Meetings):

Over the last two years the Building Code Advisory Commission (BCAC) has met with the Director of Building & Property Standards for the purpose of developing a recommendation to the Board of Trustees related to updating current regulations related to building construction.

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:

N/A

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

The recommendation of the BCAC regarding updating of the building regulations will be presented to the Board in three steps. First, a recommendation to adopt certain State mandated building construction regulations. Second, a recommendation to adopt a series of the 2009 International Building Codes. And third, a recommendation to adopt the International Property Maintenance Code and a revised construction permit fee schedule.

This is the first of these three items. The BCAC recommends that the Village Board adopt the following state-mandated building regulations, which would allow for local enforcement of same. The following regulations are proposed for implementation on January 1, 2013:

- 2012 International Energy Conservation Code [anticipated version of the State's Energy Conservation Code as of January 1, 2013]
- 2004 Illinois Plumbing Code [current State code]
- Safety Code for Elevators and Escalators ASME A17.1-2010/CSA B44-10 { State code effective October 1, 2012]
- Performance-Based Safety Code for Elevators and Escalators (ASME A17.7-2007/CSA B44.7-07) [current State code]
- Safety Code for Existing Elevators and Escalators (ASME A17.3-2005), but only as required under Section 35(h) and (i) of the Elevator Safety and Regulation Act and, the Joint Committee on Administrative Rules Administrative Code Title 41, Chapter II, Part 1000, Section 1000.60, subsection (d) [State code effective October 1, 2012]
- Safety Standard for Platform Lifts and Stairway Chairlifts (ASME A18.1-2008) [State code effective October 1, 2012]
- 1997 Illinois Accessibility Code [current State code]

This is the First Reading for these regulations. The Second Reading and adoption are scheduled for October 15, 2012.

The second part is the adoption of the 2009 International Building Codes with local amendments as recommended by the BCAC. Those recommendations will be presented to the Board of Trustees as a First Reading on October 15, 2012 and a Second Reading and adoption on November 5, 2012.

After adoption of the 2009 updates, the third part is an adoption of the 2009 International Property Maintenance Code and a revised fee schedule which will be presented for consideration and incorporation of final Board action. A First Reading on November 5, 2012 is anticipated with a Second Reading and final adoption on November 19, 2012. The proposed implementation date for all of these codes and regulations is January 1, 2013.

As you may be aware, the last comprehensive update of building regulations in Oak Park was completed in 2004. Generally, a six-year cycle is recommended, a schedule Oak Park anticipates adhering to in the future.

Staff Commentary (If applicable or different than Commission):

Staff supports the recommendations of the BCAC related to the adoption of the noted regulations related to building construction.

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

N/A

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

The regulations listed herein above are mandated by the State of Illinois. The positive side of adopting these codes is that the Village will be able to enforce these codes at a local level. There is no perceived negative implication.

Proposed Recommended Action:

Adopt the State Mandated Regulations Related to Building Construction as recommended by the BCAC.

AC(1)

ORDINANCE ADOPTING

**THE 2012 EDITION OF THE INTERNATIONAL ENERGY
CONSERVATION CODE (2012 VERSION);**

THE ILLINOIS PLUMBING CODE;

**THE SAFETY CODE FOR ELEVATORS AND ESCALATORS (ASME
A17.1-2010/CSA B44-10);**

**PERFORMANCE BASED SAFETY CODE FOR ELEVATORS AND
ESCALATORS (ASME A17.7-2007/CSA B44-7.07);**

**THE SAFETY CODE FOR EXISTING ELEVATORS AND
ESCALATORS (ASME A17.3-2005);**

**THE SAFETY STANDARD FOR PLATFORM LIFTS AND STAIRWAY
CHAIRLIFTS (ASME S18.1-2008);**

**AND REPEALING ANY AND ALL OTHER ORDINANCES OR PARTS
OF LAWS IN CONFLICT THEREWITH**

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 7, Article 3, Section 1(B) of the Village
Code is deleted in its entirety and replaced with the following:

B. ENERGY CONSERVATION CODE

The *International Energy Conservation Code*, 2012 edition, as published by
the International Code Council, is hereby adopted as the Energy
Conservation Code of the Village of Oak Park for regulating and governing
energy efficient building envelopes and installation of energy efficient
mechanical, lighting and power systems as herein provided; providing for the

issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of that Energy Conservation Code, three (3) copies of which are on file in the office of the Village Clerk, are hereby referred to, adopted, and made a part hereof, as if fully set out in this Ordinance, with the following changes:

Sections C101.1 and R101.1 are revised to insert “the Village of Oak Park” where the text [name of jurisdiction] appears;

Sections C108.4 and R108.4 are revised to read:

Failure to comply: Any person who shall continue to work after having been served with a stop work order, except such work as that person is directed by the Director of Code Enforcement or his designee to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than twenty dollars (\$20) nor more than seven hundred and fifty dollars (\$750).

SECTION TWO: That Chapter 7, Article 3, Section 1 of the Village Code be amended to add a new subsection F as follows.

F. ILLINOIS PLUMBING CODE

1. CODE ADOPTED

The Illinois Plumbing Code, 77 Ill. Admin. Code 890, as amended from time to time, is hereby adopted as the Plumbing Code for the Village of Oak Park for regulating the design and installation of new plumbing or plumbing systems and the alteration of plumbing systems, and each and all of the regulations, provisions, penalties, conditions and terms of the Illinois

Plumbing Code, three (3) copies of which are on file in the office of the Village Clerk, are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance.

2. PENALTY

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall be liable to a fine of not less than twenty dollars (\$20.00) nor more than seven hundred and fifty dollars (\$750.00).

SECTION THREE: That Chapter 7, Article 4 of the Village Code, entitled "Metal Security Gates" be and is amended to change the title and to insert the following text:

Article 4

**~~Metal Security Gates~~ ELEVATORS, ESCALATORS AND OTHER
CONVEYANCES**

All elevators, escalators and conveyances shall be designed, constructed, installed, operated, inspected, tested, maintained, altered and repaired in accordance with standards and safety codes set forth in this Article.

**1. THE SAFETY CODE FOR ELEVATORS AND
ESCALATORS (ASME A17.1-2010/CSA B44-10)**

The Safety Code for Elevators and Escalators (ASME A17.1-2010/CSA B44-10), is hereby adopted as the Safety Code for Elevators and Escalators in the Village of Oak Park and each and all of the regulations, provisions, penalties, conditions and terms of that Code, three (3) copies of which are on file in the

office of the Village Clerk, are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance.

2. PERFORMANCE BASED SAFETY CODE FOR ELEVATORS AND ESCALATORS (ASME A17.7-2007/CSA B44-7.07)

The Performance Based Safety Code for Elevators and Escalators (ASME A17.7-2007/CSA B44-7.07) is hereby adopted as the Performance Based Safety Code for Elevators and Escalators in the Village of Oak Park, and each and all of the regulations, provisions, penalties, conditions and terms of that Code, three (3) copies of which are on file in the office of the Village Clerk, are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance.

3. THE SAFETY CODE FOR EXISTING ELEVATORS AND ESCALATORS (ASME A17.3-2005)

The Safety Code For Existing Elevators and Escalators (ASME A17.3-2005) is hereby adopted as the Safety Code for Existing Elevators and Escalators, but enforcement is limited to the requirements set forth in Section 35(h) and (i) of the Elevator Safety and Regulation Act, 225 ILCS 312, and the regulations adopted at 41 Ill. Admin. Code Section 1000.60(d). Each and all of the regulations, provisions, penalties, conditions and terms of that Code, three (3) copies of which are on file in the office of the Village Clerk, are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance.

4. THE SAFETY STANDARD FOR PLATFORM LIFTS AND STAIRWAY CHAIRLIFTS (ASME S18.1-2008)

The Safety Standard for Platform Lifts and Stairway Chairlifts (ASME S18.1-2008) is hereby adopted as the Safety Standard for Platform Lifts and Stairway Chairlifts in the Village of Oak Park and each and all of the regulations, provisions, penalties, conditions and terms of that Code, three (3) copies of which are on file in the office of the Village Clerk, are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance.

5. EXCEPTIONS AND VARIANCES - PROCEDURE

The Director of Code Enforcement shall have the authority to grant exceptions and variances from the literal requirements of the foregoing codes, standards, and regulations in cases where such exception or variance would not jeopardize the public safety and welfare. The State Fire Marshall shall have the right to review and object to any exceptions or variances granted by the Director of Code Enforcement. Appeals from decisions of the Director of Code Enforcement or the State Fire Marshall shall be heard by the Illinois Elevator Safety Review Board as provided by law.

6. PENALTY

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall be liable for a fine of not less than twenty dollars (\$20.00) nor more than seven hundred and fifty dollars (\$750.00).

SECTION FOUR: That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Village of Oak Park hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION FIVE: That nothing in this ordinance or in any of the Codes hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 6 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affect by this legislation.

SECTION SIX: All Ordinances or parts of Ordinances in conflict with this law are hereby repealed.

SECTION SEVEN: The Village Clerk is hereby ordered and directed to cause this ordinance to be published in the "Oak Leaves," a newspaper of general circulation in the Village of Oak Park.

SECTION EIGHT: This Ordinance shall be in full force and effect from and after its adoption and approval and publication as provided by law, provided that all Codes adopted herein shall take effect on January 1, 2013.

ADOPTED this 1st day of October 2012, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 1st day of October 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

B

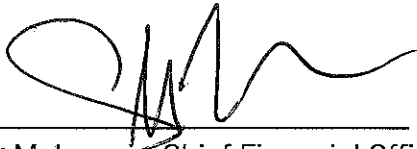
VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: **ORDINANCE APPROVING THE ISSUANCE OF THE 2012 SERIES A CORPORATE PURPOSE PROJECT and REFUNDING BOND IN THE AMOUNT OF \$9,930,000 AND 2012 SERIES B CORPORATE PURPOSE PROJECT and REFUNDING BOND IN THE AMOUNT OF \$1,345,000.**

Resolution or Ordinance No. _____

Date of Board Action: *October 1, 2012*

Staff Review:

Department Director Name: 
Craig M. Lesner, Chief Financial Officer

Village Manager's Office: 

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

Periodically, the Village issues debt to pay for capital expense. It often refinances this debt when market conditions are favorable in that it allows to lower total borrowing costs over the term of debt or make other changes as necessary

This A series refinances the current 2004B, 2005A, and 2006A General Obligation issues and the B series refinances the current 2004A General Obligation issue.

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

Once it was determined that the Village would not be issuing debt in fiscal year 2012, the Village's financial advisor brought several refinancing opportunities to the attention of staff.

The draft offering statement is attached.

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

NA

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

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of \$ _____ General Obligation Corporate Purpose Refunding Bonds, Series 2012A and \$ _____ Taxable General Obligation Corporate Purpose Refunding Bonds, Series 2012B, of the Village of Oak Park, Cook County, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

Adopted by the President and Board
of Trustees of the Village on the 1st
day of October, 2012.

Published in Pamphlet Form by
Authority of said Corporate
Authorities on the 1st day of
October, 2012

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**I. GENERAL OBLIGATION CORPORATE PURPOSE BONDS,
SERIES 2004B, DATED JULY 1, 2004**

Original Principal Amount:	\$11,500,000
Originally Due Serially on November 1 in the Years:	2005 to 2019, 2021, 2023 and 2024
Amount Remaining Outstanding:	\$5,650,000
Amount To Be Refunded:	\$4,545,000

**REMAINING OUTSTANDING 2004B BONDS AND BONDS TO
BE REFUNDED DUE AND DESCRIBED AS FOLLOWS:**

NOVEMBER 1 OF THE YEAR	AMOUNT (\$)	RATE OF INTEREST (%)	AMOUNT TO BE REFUNDED
2012	515,000	4.000	None
2013	590,000	4.000	None
2014	600,000	4.125	All
2015	610,000	4.250	All
2016	625,000	4.375	All
2017	760,000	4.500	All
2018	775,000	4.625	All
2019	790,000	4.625	All
***	***	***	***
2021	385,000	5.000	\$385,000

(the “*2004B Bonds*”) of which bonds, those due on or after November 1, 2013, are subject to redemption prior to maturity at the option of the Village, on November 1, 2012, and on any date thereafter, at the redemption price of par plus accrued interest; and

**II. GENERAL OBLIGATION CORPORATE PURPOSE BONDS,
SERIES 2005A, DATED DECEMBER 1, 2005**

Original Principal Amount:	\$5,195,000
Originally Due Serially on November 1 in the Years:	2006 to 2014, 2019, 2021, 2023 to 2025
Amount Remaining Outstanding:	\$4,090,000
Amount To Be Refunded:	\$1,850,000

NOVEMBER 1 OF THE YEAR	AMOUNT (\$)	RATE OF INTEREST (%)	AMOUNT TO BE REFUNDED
2019	240,000	4.625	All
2020	255,000	4.750	All
2021	800,000	4.750	All
2022	215,000	4.750	All
2023	230,000	4.750	All
2024	300,000	4.750	All
2025	315,000	4.750	All
2026	335,000	4.875	All

(the “**2006A Bonds**”) of which bonds, those due on or after November 1, 2015, are subject to redemption prior to maturity at the option of the Village, on November 1, 2014, and on any date thereafter, at the redemption price of par plus accrued interest; and

**IV. TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS,
SERIES 2004A, DATED JULY 1, 2004**

Original Principal Amount:	\$3,715,000
Originally Due Serially on November 1 in the Years:	2005 to 2014
Amount Remaining Outstanding:	\$1,880,000
Amount To Be Refunded:	\$1,280,000

**REMAINING OUTSTANDING 2004A BONDS AND BONDS TO
BE REFUNDED DUE AND DESCRIBED AS FOLLOWS:**

NOVEMBER 1 OF THE YEAR	AMOUNT (\$)	RATE OF INTEREST (%)	AMOUNT TO BE REFUNDED
2012	600,000	5.250	None
2013	630,000	5.375	All
2014	650,000	5.400	All

(the “**2004A Bonds**”) of which bonds, those due on or after November 1, 2013 are subject to redemption prior to maturity at the option of the Village, on November 1, 2012 and on any date thereafter, at the redemption price of par plus accrued interest.

D. The Corporate Authorities have considered and determined that interest rates available in the bond market are currently more favorable for the Village than they were at the

F. The following words and terms are as defined in the preambles.

Corporate Authorities

2004A Bonds

2004B Bonds

2005A Bonds

2006A Bonds

Refunded Bonds

Refunding

Village

G. The following words and terms are defined as set forth.

“*Act*” means the Illinois Municipal Code, as supplemented and amended, and also the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970; and in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

“*Ad Valorem Property Taxes*” means the 2012A Ad Valorem Property Taxes and the 2012B Ad Valorem Property Taxes levied to pay the Bonds as described and levied in Section 12 of this Ordinance.

“*Bonds*” means, collectively, the Series 2012A Bonds and the Series 2012B Bonds, authorized to be issued by this Ordinance.

“*Bond Funds*” means, collectively, the 2012A Bond Fund and the 2012B Bond Fund, each established and defined in Section 15 of this Ordinance.

“*Bond Moneys*” means the taxes and any other moneys deposited into the Bond Funds and investment income held in the Bond Funds.

"2012A Purchase Price" means the price paid to the Village by the Purchaser for the Series 2012A Bonds as hereinafter authorized, to-wit, \$_____ (being par plus \$_____ original issue premium and net of \$_____ underwriters' discount), plus accrued interest to the date of delivery, if any.

"2012B Purchase Price" means the price paid to the Village by the Purchaser for the Series 2012B Bonds as hereinafter authorized, to-wit, \$_____ (being par plus \$_____ original issue premium and net of \$_____ underwriters' discount), plus accrued interest to the date of delivery, if any.

"Purchase Prices" means, collectively, the 2012A Purchase Price and the 2012B Purchase Price.

"2012A Purchaser" means _____, _____, _____, the initial purchaser of the Series 2012A Bonds from the Village.

"2012B Purchaser" means _____, _____, _____, the initial purchaser of the Series 2012B Bonds from the Village.

"Purchasers" means, collectively, the 2012A Purchaser and the 2012B Purchaser.

"Rebate Fund" means the Rebate Fund authorized to be established and as defined in Section 18 of this Ordinance.

"Record Date" means the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of a month.

"Series 2012A Bonds" means the General Obligation Corporate Purpose Refunding Bonds, Series 2012A, authorized to be issued by this Ordinance.

authorized pursuant to the Act, and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details.

A. **SERIES 2012A BONDS.** For the purpose of providing for the Refunding of the 2004B Bonds, 2005A Bonds and 2006A Bonds, there shall be issued and sold the Series 2012A Bonds as Tax-exempt bonds, in the principal amount of \$_____ and shall each be designated “General Obligation Corporate Purpose Refunding Bond; Series 2012A.” The Series 2012A Bonds shall be in fully registered Book Entry Form, be dated the date of issuance thereof (the “**Dated Date**”), and shall also bear the date of authentication thereof. The Series 2012A Bonds shall be in denominations of \$5,000 or authorized integral multiples thereof (but no single Series 2012A Bond shall represent principal maturing on more than one date), shall be numbered consecutively in such fashion as may be selected by the Bond Registrar, and shall become due and payable annually (with the right of prior redemption hereinafter set forth) on November 1 of the years and in the amounts and bearing interest at the rates per annum as follows:

YEAR	AMOUNT(S)	RATE (%)
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		

(without the right of prior redemption) on November 1 of the years and in the amounts and bearing interest at the rates per annum as follows:

YEAR	AMOUNT (\$)	RATE (%)
2013		
2014		

Each Series 2012B Bond shall bear interest from the later of its Dated Date as herein above provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semiannually on each May 1 and November 1, commencing on May 1, 2013. Interest on each Series 2012B Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Series 2012B Bond is registered at the close of business on the applicable Record Date or as otherwise agreed by the Village and the Depository for so long as the Series 2012B Bonds remain in Book Entry Form as hereinafter provided. The principal of the Series 2012B Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal office maintained for the purpose by the Paying Agent in Chicago, Illinois, or at successor Paying Agent and locality.

Section 5. Book Entry Provisions. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the "**Book Entry Owner**"). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner

Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the Village, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the Village shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the Village may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such alternate book entry system, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 6. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its Village Clerk, as they may determine, and

FOR THE 20__ TERM BONDS:

YEAR	AMOUNT (\$)
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[NO TERM BONDS]

If the Village redeems pursuant to optional redemption as hereinafter provided or purchases Term Bonds of any maturity and cancels the same from Bond Moneys as hereinafter described, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirement as provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of payment on the Term Bonds as due at maturity or subject to mandatory redemption in any year as the Village shall at such time determine.

B. **Optional Redemption (Series 2012A Bonds).** The Series 2012A Bonds coming due on and after November 1, 2022, are also subject to redemption prior to maturity at the option of the Village on November 1, 2021, and any date thereafter, from any available monies, in whole or in part, and if in part in such principal amounts and from such maturities as the Village shall determine and within any maturity by lot, at a redemption price of par, plus accrued interest to the date fixed for redemption.

Section 8. Redemption Procedures. The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.

A. **Redemption Notice.** For an optional redemption, the Village shall, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount and maturities of Bonds to be redeemed.

(3) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office designated for that purpose of the Bond Registrar.

D. **Conditional Redemption.** Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

E. **Bonds Shall Become Due.** Official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, subject to the stated condition in paragraph (D) immediately preceding, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default

of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

H. ***Effect of Nonpayment upon Redemption.*** If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall become due and payable on demand, as aforesaid, but, until paid or duly provided for, shall continue to bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

I. ***Bonds to Be Cancelled; Payment to Identify Bonds.*** All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

J. ***Additional Notice.*** The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village (unless a separate agreement shall be made), (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the

shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond; and the Bond Registrar shall thereby be authorized to authenticate, date, and deliver such Bond; provided, however, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 11. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth, as may be required by each series designation; provided, however, that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

maintained for the purpose by Seaway Bank and Trust Company, a national banking association, having trust powers, located in the City of Chicago, Illinois, as paying agent and bond registrar (the "*Bond Registrar*"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by such Bond Registrar at the close of business on the applicable Record Date (the "*Record Date*"). The Record Date shall be the 15th day of the month next preceding any regular interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and the Bond Registrar for so long as this Bond is held by a qualified securities clearing corporation as depository, or nominee, in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof; and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the levy and collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to

IN WITNESS WHEREOF the Village of Oak Park, Cook County, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Village President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

Village President
Village of Oak Park, Cook County, Illinois

ATTEST:

Village Clerk, Village of Oak Park
Cook County, Illinois

[SEAL]

[FORM OF BOND - REVERSE SIDE]

This bond is one of a series of bonds (the "*Bonds*") in the aggregate principal amount of \$ _____ issued by the Village for the purposes of paying the costs of a certain Refunding of previously issued [2004A][2004B][2005A][2006A] Bonds of the Village, and of paying expenses incidental thereto, all as described and defined in the bond ordinance of the Village authorizing the issuance of the Bonds, passed by the President and Board of Trustees on the 1st day of October, 2012 (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, (such code and powers being the "*Act*"), and with the Ordinance, which has been duly approved by the Mayor, and published, in all respects as by law required.

[The Bonds are [not] subject to optional or mandatory redemption prior to maturity.]

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date.

The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

[THIS BOND IS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.]

Section 13. Tax Levy; Abatement.

A. **SERIES 2012A BONDS.** For the purpose of providing funds required to pay the interest on the Series 2012A Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Series 2012A Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the Village, in addition to all other taxes, the following direct annual taxes (the “2012A Ad Valorem Property Taxes”):

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR (\$) SUM OF:	
2012	\$ _____	for principal of and interest up to and including November 1, 2013 [net of \$ _____ from levies for the 2004B, 2005A and 2006A Bonds, pledged to pay principal of and interest on the Series 2012A Bonds through November 1, 20__]
2013	_____	for interest and principal
2014	_____	for interest and principal
2015	_____	for interest and principal
2016	_____	for interest and principal
2017	_____	for interest and principal
2018	_____	for interest and principal
2019	_____	for interest and principal
2020	_____	for interest and principal
2021	_____	for interest and principal
2022	_____	for interest and principal
2023	_____	for interest and principal
2024	_____	for interest and principal
2025	_____	for interest and principal

The 2012A Ad Valorem Property Taxes and other moneys on deposit in the 2012A Bond Fund shall be applied to pay principal of and interest on the Series 2012A Bonds.

Interest or principal coming due at any time when there are insufficient funds on hand from the 2012A Ad Valorem Property Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the 2012A Ad Valorem Property

**FOR THE YEAR A TAX SUFFICIENT TO PRODUCE THE
DOLLAR (\$) SUM OF:**

2012	\$ _____	for principal of and interest up to and including November 1, 2013 [net of \$ _____ from levies for the 2004A Bonds, pledged to pay principal of and interest on the Series 2012A Bonds through _____, 20__]
2013	_____	for interest and principal

The 2012B Ad Valorem Property Taxes and other moneys on deposit in the 2012B Bond Fund shall be applied to pay principal of and interest on the Series 2012B Bonds.

Interest or principal coming due at any, time when there are insufficient funds on hand from the 2012B Ad Valorem Property Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the 2012B Ad Valorem Property Taxes herein levied; and when the 2012B Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

The Village covenants and agrees with the purchasers and registered owners of the Series 2012B Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the 2012B Ad Valorem Property Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the 2012B Ad Valorem Property Taxes may be levied, extended and collected as provided herein and deposited into the 2012B Bond Fund.

In the event that funds from any lawful source may be made available for the purpose of paying any principal of or interest on the Series 2012B Bonds so as to enable the abatement of the 2012B Ad Valorem Property levied herein for the payment of same, the Corporate Authorities shall, by proper proceedings, direct the deposit of such other funds into the 2012B

election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in either of the Purchase Contracts.

The use by the Purchasers of any Official Statement and any Addendum (the “*Final Official Statement*”) relating to the Bonds and before the Corporate Authorities at the time of the adoption hereof is hereby ratified, approved and authorized; the execution and delivery of said Final Official Statement is hereby authorized; and the Designated Officers and any other appropriate officers of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contracts, this Ordinance, said Final Official Statement, and the Bonds.

The Designated Officials, or any of them, are hereby specifically authorized and directed by the Corporate Authorities to execute closing certificates and a tax agreement relating to the Bonds as provided by Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois, as Bond Counsel in order to effectuate the sale and delivery of the Bonds.

Section 16. Creation of Funds and Appropriations.

A. There is hereby created a “*General Obligation Corporate Purpose Refunding Bonds, Series 2012A, Bond Fund*” (the “**2012A Bond Fund**”), which shall be the fund for the payment of principal of and interest on the Series 2012A Bonds, and a “*Taxable General Obligation Corporate Purpose Refunding Bonds, Series 2012B, Bond Fund*” (the “**2012B Bond Fund**”), which shall be the fund for the payment of principal of and interest on the Series 2012B Bonds. Accrued interest and premium, if any, received upon delivery of the respective series of Bonds shall be deposited into the Bond Fund for such series of Bonds and be applied to pay first interest coming due on such series of Bonds.

C. The amount necessary from the proceeds of the Series 2012A Bonds shall be used to pay costs of issuance of the Series 2012A Bonds and shall be retained by the Village Director of Finance to pay such expenses in a fund for such purpose (the “*2012A Expense Fund*”). The amount necessary from the proceeds of the Series 2012B Bonds shall be used to pay costs of issuance of the Series 2012B Bonds and shall be retained by the Village Director of Finance to pay such expenses in a fund for such purpose (the “*2012B Expense Fund*”). Any disbursements for expenses for the respective series of Bonds shall be made from the 2012A Expense Fund and the 2012B Expense Fund from time to time as necessary. Any excess moneys in the 2012A Expense Fund shall be deposited into the 2012A Bond Fund not more than six months from the date of issuance of the Bonds, and the 2012A Expense Fund shall thereupon be closed. Any excess moneys in the 2012B Expense Fund shall be deposited into the 2012B Bond Fund not more than six months from the date of issuance of the Bonds, and the 2012B Expense Fund shall thereupon be closed.

D. The amount necessary from the proceeds of the Series 2012A Bonds, together with such money in the bond funds for the 2004B Bonds, 2005A Bonds and 2006A Bonds portion of the Refunded Bonds as may be advisable for the purpose, shall be used to provide for the Refunding of the 2004B Bonds, 2005A Bonds and 2006A Bonds portion of the Refunded Bonds, and shall be deposited with the paying agent for the 2004B Bonds, 2005A Bonds and 2006A Bonds Bonds. Any amounts remaining from the Series 2012A Bonds after accomplishing the Refunding shall be set aside in the 2012A Bond Fund, applied to pay next interest on the Series 2012A Bonds, and taxes abated accordingly. The amount necessary from the proceeds of the Series 2012B Bonds, together with such money in the bond funds for the 2004A portion of the Refunded Bonds as may be advisable for the purpose, shall be used to provide for the

order to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 18. General Tax Covenants. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Series 2012A Bonds) if taking, permitting, or omitting to take such action would cause any of the Series 2012A Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Series 2012A Bonds to be includible in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Series 2012A Bonds, under present rules, the Village may be treated as the “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by counsel approving the Series 2012A Bonds; (c) to consult with such counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

execution the Bond Registrar shall be deemed to have certified to the Village that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. Any Bond Registrar shall be the agent of the Village and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on Bonds. (C) The Village may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Bond Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or of the property or affairs thereof, the Village covenants and agrees that it will thereupon appoint a successor. Bond Registrar. The Village shall give notice of any such appointment made by it to each registered owner of any Bond within twenty days after such appointment in the same manner, or as nearly the same as may be practicable. Any Bond Registrar appointed under the provisions of this Section shall be either the Village officer entrusted with custody of the Village funds or a bank, trust company, or national banking association maintaining its principal corporate trust office in Illinois or in the Borough of Manhattan, New York, New York, and having capital and surplus and undivided profits in excess of \$100,000,000. The Village Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

Section 21. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a "***Municipal Bond Insurance Policy***") issued by an Insurer, and as long as such Municipal Bond Insurance

and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not. For purposes of this section, "**Defeasance Obligations**" means (a) noncallable, non-redeemable, direct and general full faith and credit obligations of the United States Treasury ("**Directs**"), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs or (c) other noncallable, non-redeemable, obligations unconditionally guaranteed as to timely payment to maturity by the United States Treasury.

Section 24. Publication of Ordinance. A full, true, and complete copy of this Ordinance shall be published in pamphlet form by authority of the Corporate Authorities, and shall take effect immediately upon publication.

Section 25. Call of the Refunded Bonds. In accordance with the redemption provisions of the Ordinances authorizing the issuance of the Refunded Bonds, the Corporate Authorities do hereby make provision for the payment of and do hereby call (subject only to the delivery of the Bonds) the Refunded Bonds on the dates as follows:

- I. 2004B Bonds – November 15, 2012
- II. 2005A Bonds – November 1, 2014
- II. 2006A Bonds – November 1, 2014
- II. 2004A Bonds – November 15, 2012

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by the Village Clerk be adopted.

After a full and complete discussion thereof including a public recital by the Acting Village Attorney as to the nature of the matter set forth in the ordinance, including a reading of the title, and a brief explanation of the terms of the ordinance.

The Village President directed that the roll be called for a vote upon the motion to adopt the ordinance as read.

Upon the roll being called, the following Trustees voted

AYE: _____

NAY: _____

Whereupon the Village President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and carried, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Oak Park, Cook County, Illinois (the “**Village**”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the “**Corporate Authorities**”) thereof.

I do further certify that at 9:00 a.m. on the 18th day of September, 2012, there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct and complete copy of an Ordinance of the Village providing for the issuance of \$_____ General Obligation Corporate Purpose Refunding Bonds, Series 2012A and \$_____ Taxable General Obligation Corporate Purpose Refunding Bonds, Series 2012B, of the Village and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village this 18th day of September, 2012.

Village of Clerk

(SEAL)

Village of Oak Park, Cook County, Illinois

General Obligation Corporate Purpose Refunding Bonds, Series 2012A

To Refunded Series 2004B, Series 2005A and Series 2006A

Preliminary

Total Issue Sources And Uses

Dated 10/09/2012 | Delivered 10/09/2012

	Series2004BC urrRef	Series2005AA dvRef	Series2006AA dvRef	Issue Summary
Sources Of Funds				
Par Amount of Bonds	\$4,645,000.00	\$2,045,000.00	\$3,240,000.00	\$9,930,000.00
Transfers from Prior Issue Debt Service Funds	101,925.00	41,153.75	69,009.38	212,088.13
Total Sources	\$4,746,925.00	\$2,086,153.75	\$3,309,009.38	\$10,142,088.13
Uses Of Funds				
Total Underwriter's Discount (0.800%)	37,160.00	16,360.00	25,920.00	79,440.00
Costs of Issuance	51,455.18	22,653.58	35,891.24	110,000.00
Deposit to Net Cash Escrow Fund	4,654,529.46	2,046,984.62	3,246,164.41	9,947,678.49
Rounding Amount	3,780.36	155.55	1,033.73	4,969.64
Total Uses	\$4,746,925.00	\$2,086,153.75	\$3,309,009.38	\$10,142,088.13

Village of Oak Park, Cook County, Illinois

General Obligation Corporate Purpose Refunding Bonds, Series 2012A

****To Refunded Series 2004B, Series 2005A and Series 2006A****

*****Preliminary*****

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings	Fiscal Total
10/09/2012	-	-	-	(212,088.13)	(212,088.13)	-
11/01/2012	-	1,312,691.87	1,312,691.87	1,524,780.00	212,088.13	-
05/01/2013	101,227.25	62,385.62	163,612.87	274,473.75	110,860.88	-
11/01/2013	210,202.50	1,397,385.62	1,607,588.12	1,609,473.75	1,885.63	112,746.51
05/01/2014	89,602.50	34,840.00	124,442.50	246,928.13	122,485.63	-
11/01/2014	814,602.50	1,169,840.00	1,984,442.50	1,981,928.13	(2,514.37)	119,971.26
05/01/2015	85,252.50	10,390.62	95,643.12	210,103.75	114,460.63	-
11/01/2015	825,252.50	140,390.62	965,643.12	970,103.75	4,460.63	118,921.26
05/01/2016	80,442.50	7,546.87	87,989.37	193,860.00	105,870.63	-
11/01/2016	820,442.50	142,546.87	962,989.37	973,860.00	10,870.63	116,741.26
05/01/2017	75,262.50	4,593.75	79,856.25	176,797.51	96,941.26	-
11/01/2017	930,262.50	214,593.75	1,144,856.25	1,166,797.51	21,941.26	118,882.52
05/01/2018	68,850.00	-	68,850.00	154,666.26	85,816.26	-
11/01/2018	1,138,850.00	-	1,138,850.00	1,174,666.26	35,816.26	121,632.52
05/01/2019	60,290.00	-	60,290.00	131,244.38	70,954.38	-
11/01/2019	1,185,290.00	-	1,185,290.00	1,231,244.38	45,954.38	116,908.76
05/01/2020	50,727.50	-	50,727.50	105,894.38	55,166.88	-
11/01/2020	810,727.50	-	810,727.50	870,894.38	60,166.88	115,333.76
05/01/2021	43,887.50	-	43,887.50	87,463.13	43,575.63	-
11/01/2021	1,013,887.50	-	1,013,887.50	1,017,463.13	3,575.63	47,151.26
05/01/2022	34,187.50	-	34,187.50	65,603.13	31,415.63	-
11/01/2022	454,187.50	-	454,187.50	465,603.13	11,415.63	42,831.26
05/01/2023	29,567.50	-	29,567.50	56,380.63	26,813.13	-
11/01/2023	669,567.50	-	669,567.50	686,380.63	16,813.13	43,626.26
05/01/2024	22,207.50	-	22,207.50	42,018.13	19,810.63	-
11/01/2024	732,207.50	-	732,207.50	757,018.13	24,810.63	44,621.26
05/01/2025	13,687.50	-	13,687.50	25,659.38	11,971.88	-
11/01/2025	753,687.50	-	753,687.50	785,659.38	31,971.88	43,943.76
05/01/2026	4,252.50	-	4,252.50	8,165.63	3,913.13	-
11/01/2026	319,252.50	-	319,252.50	343,165.63	23,913.13	27,826.26
Total	\$11,437,864.75	\$4,497,205.59	\$15,935,070.34	\$17,126,208.25	\$1,191,137.91	-

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	1,279,119.73
Net PV Cashflow Savings @ 2.010%(Bond Yield)	1,279,119.73
Transfers from Prior Issue Debt Service Fund	(212,088.13)
Contingency or Rounding Amount	4,969.64
Net Present Value Benefit	\$1,072,001.24
Net PV Benefit / \$9,310,000 Refunded Principal	11.515%
Net PV Benefit / \$9,930,000 Refunding Principal	10.796%

Refunding Bond Information

Refunding Dated Date	10/09/2012
Refunding Delivery Date	10/09/2012

Series2012A(2) | Issue Summary | 8/1/2012 | 3:53 PM

Village of Oak Park, Cook County, Illinois

General Obligation Corporate Purpose Bonds, Series 2004B

To Be Refunded By Series 2012A

Total Refunded Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2012	-	4.000%	101,925.00	101,925.00	101,925.00
05/01/2013	-	-	101,925.00	101,925.00	-
11/01/2013	-	4.000%	101,925.00	101,925.00	203,850.00
05/01/2014	-	-	101,925.00	101,925.00	-
11/01/2014	600,000.00	4.125%	101,925.00	701,925.00	803,850.00
05/01/2015	-	-	89,550.00	89,550.00	-
11/01/2015	610,000.00	4.250%	89,550.00	699,550.00	789,100.00
05/01/2016	-	-	76,587.50	76,587.50	-
11/01/2016	625,000.00	4.375%	76,587.50	701,587.50	778,175.00
05/01/2017	-	-	62,915.63	62,915.63	-
11/01/2017	760,000.00	4.500%	62,915.63	822,915.63	885,831.26
05/01/2018	-	-	45,815.63	45,815.63	-
11/01/2018	775,000.00	4.625%	45,815.63	820,815.63	866,631.26
05/01/2019	-	-	27,893.75	27,893.75	-
11/01/2019	790,000.00	4.625%	27,893.75	817,893.75	845,787.50
05/01/2020	-	-	9,625.00	9,625.00	-
11/01/2020	385,000.00	5.000%	9,625.00	394,625.00	404,250.00
Total	\$4,545,000.00	-	\$1,134,400.02	\$5,679,400.02	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	10/09/2012
Average Life	5.031 Years
Average Coupon	4.9606980%
Weighted Average Maturity (Par Basis)	5.031 Years

Refunding Bond Information

Refunding Dated Date	10/09/2012
Refunding Delivery Date	10/09/2012

Village of Oak Park, Cook County, Illinois

General Obligation Corporate Purpose Bonds, Series 2006A

To Be Refunded By Series 2012A

Total Refunded Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2012	-	4.375%	69,009.38	69,009.38	69,009.38
05/01/2013	-	-	69,009.38	69,009.38	-
11/01/2013	-	4.375%	69,009.38	69,009.38	138,018.76
05/01/2014	-	-	69,009.38	69,009.38	-
11/01/2014	-	4.375%	69,009.38	69,009.38	138,018.76
05/01/2015	-	-	69,009.38	69,009.38	-
11/01/2015	-	4.375%	69,009.38	69,009.38	138,018.76
05/01/2016	-	-	69,009.38	69,009.38	-
11/01/2016	-	4.375%	69,009.38	69,009.38	138,018.76
05/01/2017	-	-	69,009.38	69,009.38	-
11/01/2017	-	4.375%	69,009.38	69,009.38	138,018.76
05/01/2018	-	-	69,009.38	69,009.38	-
11/01/2018	225,000.00	4.500%	69,009.38	294,009.38	363,018.76
05/01/2019	-	-	63,946.88	63,946.88	-
11/01/2019	240,000.00	4.625%	63,946.88	303,946.88	367,893.76
05/01/2020	-	-	58,396.88	58,396.88	-
11/01/2020	255,000.00	4.750%	58,396.88	313,396.88	371,793.76
05/01/2021	-	-	52,340.63	52,340.63	-
11/01/2021	800,000.00	4.750%	52,340.63	852,340.63	904,681.26
05/01/2022	-	-	33,340.63	33,340.63	-
11/01/2022	215,000.00	4.750%	33,340.63	248,340.63	281,681.26
05/01/2023	-	-	28,234.38	28,234.38	-
11/01/2023	230,000.00	4.750%	28,234.38	258,234.38	286,468.76
05/01/2024	-	-	22,771.88	22,771.88	-
11/01/2024	300,000.00	4.750%	22,771.88	322,771.88	345,543.76
05/01/2025	-	-	15,646.88	15,646.88	-
11/01/2025	315,000.00	4.750%	15,646.88	330,646.88	346,293.76
05/01/2026	-	-	8,165.63	8,165.63	-
11/01/2026	335,000.00	4.875%	8,165.63	343,165.63	351,331.26
Total	\$2,915,000.00	-	\$1,462,809.52	\$4,377,809.52	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	10/09/2012
Average Life	10.125 Years
Average Coupon	4.9564688%
Weighted Average Maturity (Par Basis)	10.125 Years

Refunding Bond Information

Refunding Dated Date	10/09/2012
Refunding Delivery Date	10/09/2012

Series2006A(RM2) | SINGLE PURPOSE | 8/ 1/2012 | 3:53 PM

Village of Oak Park, Cook County, Illinois

General Obligation Corporate Purpose Bonds, Series 2005A

To Be Refunded By Series 2012A

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S	Fiscal Total
11/01/2012	-	41,153.75	41,153.75	-	4.200%	41,153.75	41,153.75	41,153.75
05/01/2013	-	41,153.75	41,153.75	-	-	41,153.75	41,153.75	-
11/01/2013	-	41,153.75	41,153.75	-	4.200%	41,153.75	41,153.75	82,307.50
05/01/2014	-	41,153.75	41,153.75	-	-	41,153.75	41,153.75	-
11/01/2014	1,850,000.00	41,153.75	1,891,153.75	-	4.300%	41,153.75	41,153.75	82,307.50
05/01/2015	-	-	-	-	-	41,153.75	41,153.75	-
11/01/2015	-	-	-	20,000.00	4.375%	41,153.75	61,153.75	102,307.50
05/01/2016	-	-	-	-	-	40,716.25	40,716.25	-
11/01/2016	-	-	-	20,000.00	4.375%	40,716.25	60,716.25	101,432.50
05/01/2017	-	-	-	-	-	40,278.75	40,278.75	-
11/01/2017	-	-	-	20,000.00	4.375%	40,278.75	60,278.75	100,557.50
05/01/2018	-	-	-	-	-	39,841.25	39,841.25	-
11/01/2018	-	-	-	20,000.00	4.375%	39,841.25	59,841.25	99,682.50
05/01/2019	-	-	-	-	-	39,403.75	39,403.75	-
11/01/2019	-	-	-	70,000.00	4.375%	39,403.75	109,403.75	148,807.50
05/01/2020	-	-	-	-	-	37,872.50	37,872.50	-
11/01/2020	-	-	-	125,000.00	4.400%	37,872.50	162,872.50	200,745.00
05/01/2021	-	-	-	-	-	35,122.50	35,122.50	-
11/01/2021	-	-	-	130,000.00	4.400%	35,122.50	165,122.50	200,245.00
05/01/2022	-	-	-	-	-	32,262.50	32,262.50	-
11/01/2022	-	-	-	185,000.00	4.450%	32,262.50	217,262.50	249,525.00
05/01/2023	-	-	-	-	-	28,146.25	28,146.25	-
11/01/2023	-	-	-	400,000.00	4.450%	28,146.25	428,146.25	456,292.50
05/01/2024	-	-	-	-	-	19,246.25	19,246.25	-
11/01/2024	-	-	-	415,000.00	4.450%	19,246.25	434,246.25	453,492.50
05/01/2025	-	-	-	-	-	10,012.50	10,012.50	-
11/01/2025	-	-	-	445,000.00	4.500%	10,012.50	455,012.50	465,025.00
Total	\$1,850,000.00	\$205,768.75	\$2,055,768.75	\$1,850,000.00	-	\$933,881.25	\$2,783,881.25	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	10/09/2012
Average Life	10.891 Years
Average Coupon	4.6350937%
Weighted Average Maturity (Par Basis)	10.891 Years

Refunding Bond Information

Refunding Dated Date	10/09/2012
Refunding Delivery Date	10/09/2012

Series2005A(FRM) | SINGLE PURPOSE | 8/1/2012 | 3:53 PM

Speer Financial, Inc.
Public Finance Consultants Since 1954

Village of Oak Park, Cook County, Illinois

General Obligation Corporate Purpose Refunding Bonds, Series 2012A

To Current Refund Series 2004B

Preliminary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/09/2012	-	-	-	-	-
05/01/2013	-	-	38,525.89	38,525.89	-
11/01/2013	60,000.00	1.000%	34,330.00	94,330.00	132,855.89
05/01/2014	-	-	34,030.00	34,030.00	-
11/01/2014	665,000.00	1.200%	34,030.00	699,030.00	733,060.00
05/01/2015	-	-	30,040.00	30,040.00	-
11/01/2015	655,000.00	1.300%	30,040.00	685,040.00	715,080.00
05/01/2016	-	-	25,782.50	25,782.50	-
11/01/2016	655,000.00	1.400%	25,782.50	680,782.50	706,565.00
05/01/2017	-	-	21,197.50	21,197.50	-
11/01/2017	770,000.00	1.500%	21,197.50	791,197.50	812,395.00
05/01/2018	-	-	15,422.50	15,422.50	-
11/01/2018	760,000.00	1.600%	15,422.50	775,422.50	790,845.00
05/01/2019	-	-	9,342.50	9,342.50	-
11/01/2019	755,000.00	1.700%	9,342.50	764,342.50	773,685.00
05/01/2020	-	-	2,925.00	2,925.00	-
11/01/2020	325,000.00	1.800%	2,925.00	327,925.00	330,850.00
Total	\$4,645,000.00	-	\$350,335.89	\$4,995,335.89	-

Yield Statistics

Bond Year Dollars	\$22,553.86
Average Life	4.856 Years
Average Coupon	1.553300%
Net Interest Cost (NIC)	1.7180911%
True Interest Cost (TIC)	1.7242257%
Bond Yield for Arbitrage Purposes	2.0097888%
All Inclusive Cost (AIC)	1.9671198%
IRS Form 8038	
Net Interest Cost	1.553300%
Weighted Average Maturity	4.856 Years

Village of Oak Park, Cook County, Illinois

General Obligation Corporate Purpose Refunding Bonds, Series 2012A

****To Advance Refund Series 2005A****

*****Preliminary*****

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/09/2012	-	-	-	-	-
05/01/2013	-	-	25,143.39	25,143.39	-
11/01/2013	20,000.00	1.000%	22,405.00	42,405.00	67,548.39
05/01/2014	-	-	22,305.00	22,305.00	-
11/01/2014	20,000.00	1.200%	22,305.00	42,305.00	64,610.00
05/01/2015	-	-	22,185.00	22,185.00	-
11/01/2015	40,000.00	1.300%	22,185.00	62,185.00	84,370.00
05/01/2016	-	-	21,925.00	21,925.00	-
11/01/2016	40,000.00	1.400%	21,925.00	61,925.00	83,850.00
05/01/2017	-	-	21,645.00	21,645.00	-
11/01/2017	40,000.00	1.500%	21,645.00	61,645.00	83,290.00
05/01/2018	-	-	21,345.00	21,345.00	-
11/01/2018	40,000.00	1.600%	21,345.00	61,345.00	82,690.00
05/01/2019	-	-	21,025.00	21,025.00	-
11/01/2019	90,000.00	1.700%	21,025.00	111,025.00	132,050.00
05/01/2020	-	-	20,260.00	20,260.00	-
11/01/2020	145,000.00	1.800%	20,260.00	165,260.00	185,520.00
05/01/2021	-	-	18,955.00	18,955.00	-
11/01/2021	145,000.00	2.000%	18,955.00	163,955.00	182,910.00
05/01/2022	-	-	17,505.00	17,505.00	-
11/01/2022	200,000.00	2.200%	17,505.00	217,505.00	235,010.00
05/01/2023	-	-	15,305.00	15,305.00	-
11/01/2023	410,000.00	2.300%	15,305.00	425,305.00	440,610.00
05/01/2024	-	-	10,590.00	10,590.00	-
11/01/2024	415,000.00	2.400%	10,590.00	425,590.00	436,180.00
05/01/2025	-	-	5,610.00	5,610.00	-
11/01/2025	440,000.00	2.550%	5,610.00	445,610.00	451,220.00
Total	\$2,045,000.00	-	\$484,858.39	\$2,529,858.39	-

Yield Statistics

Bond Year Dollars	\$21,209.97
Average Life	10.372 Years
Average Coupon	2.2859926%
Net Interest Cost (NIC)	2.3631261%
True Interest Cost (TIC)	2.3674096%
Bond Yield for Arbitrage Purposes	2.0097888%
All Inclusive Cost (AIC)	2.4905110%
IRS Form 8038	
Net Interest Cost	2.2859926%
Weighted Average Maturity	10.372 Years

Series2012A(2) | Series2005AAdvRef | 8/1/2012 | 3:54 PM

Speer Financial, Inc.
Public Finance Consultants Since 1954

Village of Oak Park, Cook County, Illinois

General Obligation Corporate Purpose Refunding Bonds, Series 2012A

****To Advance Refund Series 2006A****

*****Preliminary*****

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/09/2012	-	-	-	-	-
05/01/2013	-	-	37,557.97	37,557.97	-
11/01/2013	40,000.00	1.000%	33,467.50	73,467.50	111,025.47
05/01/2014	-	-	33,267.50	33,267.50	-
11/01/2014	40,000.00	1.200%	33,267.50	73,267.50	106,535.00
05/01/2015	-	-	33,027.50	33,027.50	-
11/01/2015	45,000.00	1.300%	33,027.50	78,027.50	111,055.00
05/01/2016	-	-	32,735.00	32,735.00	-
11/01/2016	45,000.00	1.400%	32,735.00	77,735.00	110,470.00
05/01/2017	-	-	32,420.00	32,420.00	-
11/01/2017	45,000.00	1.500%	32,420.00	77,420.00	109,840.00
05/01/2018	-	-	32,082.50	32,082.50	-
11/01/2018	270,000.00	1.600%	32,082.50	302,082.50	334,165.00
05/01/2019	-	-	29,922.50	29,922.50	-
11/01/2019	280,000.00	1.700%	29,922.50	309,922.50	339,845.00
05/01/2020	-	-	27,542.50	27,542.50	-
11/01/2020	290,000.00	1.800%	27,542.50	317,542.50	345,085.00
05/01/2021	-	-	24,932.50	24,932.50	-
11/01/2021	825,000.00	2.000%	24,932.50	849,932.50	874,865.00
05/01/2022	-	-	16,682.50	16,682.50	-
11/01/2022	220,000.00	2.200%	16,682.50	236,682.50	253,365.00
05/01/2023	-	-	14,262.50	14,262.50	-
11/01/2023	230,000.00	2.300%	14,262.50	244,262.50	258,525.00
05/01/2024	-	-	11,617.50	11,617.50	-
11/01/2024	295,000.00	2.400%	11,617.50	306,617.50	318,235.00
05/01/2025	-	-	8,077.50	8,077.50	-
11/01/2025	300,000.00	2.550%	8,077.50	308,077.50	316,155.00
05/01/2026	-	-	4,252.50	4,252.50	-
11/01/2026	315,000.00	2.700%	4,252.50	319,252.50	323,505.00
Total	\$3,240,000.00	-	\$672,670.47	\$3,912,670.47	-

Yield Statistics

Bond Year Dollars	\$30,763.00
Average Life	9.495 Years
Average Coupon	2.1866218%
Net Interest Cost (NIC)	2.2708789%
True Interest Cost (TIC)	2.2713668%
Bond Yield for Arbitrage Purposes	2.0097888%
All Inclusive Cost (AIC)	2.4039098%
IRS Form 8038	
Net Interest Cost	2.1866218%
Weighted Average Maturity	9.495 Years

Series2012A(2) | Series2006AAdvRef | 8/ 1/2012 | 3:54 PM

Speer Financial, Inc.
Public Finance Consultants Since 1954

New Issue

Date of Sale: Monday, September 17, 2012
The Series 2012A Bonds: Between 9:45 and 10:00 A.M., C.D.T.
The Series 2012B Bonds: Between 10:15 and 10:30 A.M., C.D.T.
(Open Speer Auction Internet Sales)

Investment Ratings:
Moody's Investors Service ...
Standard & Poor's ...
(Ratings Requested)

Official Statement - DRAFT - 8/17/12

Subject to compliance by the Village with certain covenants, in the opinion of Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois, Bond Counsel, under present law, interest on the Series 2012A Bonds is excludable from gross income of the owners thereof for federal income tax purposes, and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but such interest is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. Interest on the Series 2012A Bonds is not exempt from present State of Illinois income taxes. See "TAX EXEMPTION - THE SERIES 2012A BONDS" herein for a more complete discussion. The Series 2012A Bonds are "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. See "QUALIFIED TAX-EXEMPT OBLIGATIONS - THE SERIES 2012A BONDS" herein.

In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois, Bond Counsel, interest on the Series 2012B Bonds IS subject to federal taxation. See "CERTAIN FEDERAL INCOME TAX CONSIDERATIONS - THE SERIES 2012B BONDS" herein for a more complete discussion.

VILLAGE OF OAK PARK

Cook County, Illinois

\$9,930,000* General Obligation Corporate Purpose Refunding Bonds, Series 2012A

\$1,345,000* Taxable General Obligation Corporate Purpose Refunding Bonds, Series 2012B

Dated Date of Delivery

Book-Entry

Due Serially as Detailed Herein

The \$9,930,000* General Obligation Corporate Purpose Refunding Bonds, Series 2012A (the "Series 2012A Bonds") and the \$1,345,000* Taxable General Obligation Corporate Purpose Refunding Bonds, Series 2012B (the "Series 2012B Bonds") (collectively, the "Bonds") are being issued by the Village of Oak Park, Cook County, Illinois (the "Village"). Interest on the Bonds is payable semiannually on May 1 and November 1 of each year, commencing May 1, 2013. Interest is calculated based on a 360-day year of twelve 30-day months. The Bonds will be issued using a book-entry system. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The ownership of one fully registered Bond for each maturity will be registered in the name of Cede & Co., as nominee for DTC and no physical delivery of Bonds will be made to purchasers. The Bonds will mature as detailed herein.

OPTIONAL REDEMPTION

The Series 2012A Bonds due November 1, 2013-2021, inclusive, are non-callable. The Series 2012A Bonds due November 1, 2022-2026, inclusive, are callable in whole or in part on any date on or after November 1, 2021, at a price of par and accrued interest. If less than all the Series 2012A Bonds are called, they shall be redeemed in such principal amounts and from such maturities as determined by the Village and within any maturity by lot. See "OPTIONAL REDEMPTION - THE SERIES 2012A BONDS" herein.

The Series 2012B Bonds are not subject to optional redemption prior to maturity.

PURPOSE, LEGALITY AND SECURITY

The Series 2012A Bond proceeds will be used to currently refund a portion of the Village's outstanding General Obligation Corporate Purpose Bonds, Series 2004B, advance refund a portion of the Village's outstanding General Obligation Corporate Purpose Bonds, Series 2005A, advance refund a portion of the Village's outstanding General Obligation Corporate Purpose Bonds, Series 2006A and to pay the costs of issuing the Series 2012A Bonds. See "PLAN OF FINANCING - The Series 2012A Bonds" herein.

The Series 2012B Bond proceeds will be used to currently refund a portion of the Village's outstanding Taxable General Obligation Corporate Purpose Bonds, Series 2004A and to pay the costs of issuing the Series 2012B Bonds. See "PLAN OF FINANCING - The Series 2012B Bonds" herein.

In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois, Bond Counsel, the Bonds will constitute valid and legally binding obligations of the Village payable both as to principal and interest from ad valorem taxes levied against all taxable property therein without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

This Official Statement is dated September __, 2012, and has been prepared under the authority of the Village. An electronic copy of this Official Statement is available from the www.speerfinancial.com web site under "Debt Auction Center/Competitive Official Statement Sales Calendar". Additional copies may be obtained from Mr. Craig M. Lesner, Chief Financial Officer, Village of Oak Park, 123 Madison Avenue, Oak Park, Illinois 60302, or from the Independent Public Finance Consultants to the Village:

Established 1954

Speer Financial, Inc.

INDEPENDENT PUBLIC FINANCE CONSULTANTS

ONE NORTH LASALLE STREET, SUITE 4100 • CHICAGO, ILLINOIS 60602

Telephone: (312) 346-3700; Facsimile: (312) 346-8833

www.speerfinancial.com



*Subject to change.

BOND ISSUE SUMMARY

This Bond Issue Summary is expressly qualified by the entire Official Statement, including the Official Notices of Sale and the Official Bid Forms, which are provided for the convenience of potential investors and which should be reviewed in their entirety by potential investors. The following descriptions apply equally to the Series 2012A Bonds and the Series 2012B Bonds. Other terms specific to each series are provided separately herein.

Issuer:	Village of Oak Park, Cook County, Illinois.
Dated Date:	Date of delivery.
Interest Due:	Each May 1 and November 1, commencing May 1, 2013.
Authorization:	Issued pursuant to the home rule powers of the Village under Section 6 of Article VII of the 1970 Constitution of the State of Illinois.
Security:	The Bonds are valid and legally binding obligations of the Village payable both as to principal and interest from ad valorem taxes levied against all taxable property therein without limitation as to rate or amount.
Credit Rating:	Credit ratings for the Bonds have been requested from Moody's Investors Service and Standard & Poor's, a Division of the McGraw-Hill Companies.
Bond Registrar/Paying Agent/ Escrow Agent:	Seaway Bank and Trust Company, Chicago, Illinois.
Verification Agent:	Grant Thornton LLP, Minneapolis, Minnesota.
Delivery:	The Bonds are expected to be delivered on or about October 9, 2012.
Book-Entry Form:	The Bonds will be registered in the name of Cede & Co. as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository of the Bonds. See APPENDIX B herein.
Denomination:	\$5,000 or integral multiples thereof.
Financial Advisor:	Speer Financial, Inc., Chicago, Illinois.

THE SERIES 2012B BONDS

Issue: \$1,345,000* Taxable General Obligation Corporate Purpose Refunding Bonds, Series 2012B.

Principal Due: Serially each November 1, commencing November 1, 2013 and November 1, 2014, as detailed below.

Optional Redemption: The Series 2012B Bonds are **not** subject to optional redemption prior to maturity.

Purpose: The Series 2012B Bond proceeds will be used to currently refund a portion of the Village's outstanding Taxable General Obligation Corporate Purpose Bonds, Series 2004A and to pay the costs of issuing the Series 2012B Bonds. See "**PLAN OF FINANCING - The Series 2012B Bonds**" herein.

Tax Exemption: **None.** Interest on the Series 2012B Bonds is includible in gross income for federal income tax purposes. See "**CERTAIN FEDERAL INCOME TAX CONSIDERATIONS - THE SERIES 2012B BONDS**" herein. Interest on the Series 2012B Bonds is not exempt from present State of Illinois income taxes.

AMOUNTS*, MATURITIES, INTEREST RATES, PRICES OR YIELDS AND CUSIP NUMBERS

Principal Amount*	Due Nov. 1	Interest Rate	Yield or Price	CUSIP Number
\$675,000 2013	_____%	_____%	_____
670,000 2014	_____%	_____%	_____

*Subject to change.

Government

The Village, a home-rule community under the Illinois Constitution, is governed by a legislative body composed of a President and a six-member Board of Trustees, each of whom is elected at large for four-year terms. A Village referendum in 1952 created the post of Village Manager. The Manager is appointed by the President and Trustees and serves as the administrative head of the Village. The Manager is responsible for the appointment of staff members and supervision of the Village's 465 full-time employees. The police and fire departments are fully staffed and equipped. These departments respond to emergency services through an enhanced 911 communication system jointly operated by the Villages of Oak Park and River Forest. The police department has electronic data processing of records. The effectiveness of the fire department, which operates out of three stations with 71 firefighters, plus the excellent water distribution system, has enabled the Village to obtain a Class 2 fire insurance rating which is among the top one percent in the State. The Village currently has 11 recognized bargaining units comprising 75% of the workforce.

Services

The Village distributes filtered Lake Michigan water purchased from the City of Chicago. Sewage collection is handled through Village mains and goes through interceptors to the Metropolitan Water Reclamation District of Greater Chicago which treats the sewage. Utility services are provided by Commonwealth Edison Company, NICOR (Northern Gas Company), and SBC.

The Village has an ordinance prohibiting overnight on-street parking on most Village streets. This ordinance facilitates the pick-up of leaves in the fall and the removal of snow from the streets in wintertime. The Village provides weekly street cleaning of residential areas as well as daily cleaning in the commercial areas. The Public Works Department has both a reforestation program and a program of trimming and spraying the many trees which line the 108 miles of paved streets. In recognition of the Village's outstanding forestry program, the Village has received the national honor of being designated a "Tree City, USA."

The Village, the Park District of Oak Park (a separate municipal corporation) and the public schools work in concert to provide citizens of every age with leisure time activities. The Park District and the Village act together through an intergovernmental cooperation agreement for coordination of programs and use of facilities. The Park District has two outdoor Olympic size swimming pools, an enclosed ice skating rink and a variety of outdoor winter and summer facilities. Altogether there are 100 acres of parks and 16 school playgrounds. The Village also abuts one of Chicago's largest parks which includes a golf course on its 144 acres.

Education

School District Number 97 is coterminous with the Village. Its facilities include eight kindergarten to sixth grade schools and two junior high schools. Enrollment is approximately 5,400 during the current school year.

High School District Number 200 serves the Village and the adjacent Village of River Forest. Among the facilities at the high school are a 6,000 seat football stadium (financed solely by public subscription) and boys' fieldhouse and girls' gymnasium. The high school estimates that of recent graduating classes, approximately 80% go on to two and four-year colleges. Estimated enrollment for the school year is approximately 2,700. There are also ten private schools within the Village, including Fenwick High School, a nationally recognized secondary school with a recent enrollment of approximately 800. Nearby opportunities for higher education are provided by Triton College, a two-year public community college in River Grove, and by Concordia University and Dominican University, both located in nearby River Forest. Additional higher education facilities are available in the Chicago metropolitan area.

The following tables show employment by industry and by occupation for the Village, Cook County and the State as reported by the U.S. Census Bureau 2006-2010 American Community Survey 5-year estimated values.

Employment by Industry(I)

Classification	The Village		Cook County		State of Illinois	
	Number	Percent	Number	Percent	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining	5	0.0%	4,148	0.2%	65,279	1.1%
Construction	509	1.8%	131,640	5.4%	361,528	6.0%
Manufacturing	1,673	6.0%	276,278	11.3%	789,606	13.0%
Wholesale Trade	637	2.3%	75,727	3.1%	207,774	3.4%
Retail Trade	1,669	6.0%	238,350	9.8%	657,040	10.8%
Transportation and Warehousing, and Utilities	954	3.4%	153,867	6.3%	356,345	5.9%
Information	1,017	3.6%	63,038	2.6%	140,821	2.3%
Finance, Insurance, Real Estate, and Rental and Leasing	2,825	10.1%	216,696	8.9%	475,856	7.8%
Professional, Scientific, Management, Administrative, and Waste Management Services	5,354	19.2%	321,414	13.2%	657,479	10.8%
Educational, Health and Social Services	8,822	31.6%	520,589	21.3%	1,312,067	21.6%
Arts, Entertainment, Recreation, Accommodation and Food Services	2,161	7.8%	224,993	9.2%	518,641	8.6%
Other Services (Except Public Administration)	1,163	4.2%	120,052	4.9%	288,895	4.8%
Public Administration	1,090	3.9%	92,197	3.8%	231,517	3.8%
Total	27,879	100.0%	2,438,989	100.0%	6,062,848	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2006 to 2010.

Employment By Occupation(I)

Classification	The Village		Cook County		State of Illinois	
	Number	Percent	Number	Percent	Number	Percent
Management, Professional, and Related Occupations	17,686	63.4%	896,923	36.8%	2,159,236	35.6%
Service Occupations	2,474	8.9%	413,833	17.0%	989,889	16.3%
Sales and Office Occupations	5,958	21.4%	627,277	25.7%	1,566,966	25.8%
Natural Resources, Construction, and Maintenance Occupations	566	2.0%	169,093	6.9%	490,469	8.1%
Production, Transportation, and Material Moving Occupations	1,195	4.3%	331,863	13.6%	856,288	14.1%
Total	27,879	100.0%	2,438,989	100.0%	6,062,848	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2006 to 2010.

Unemployment Rates

As is shown in the following table, the Village has historically had a lower average annual unemployment rate than Cook County and the State.

Annual Average Unemployment Rates(I)

Calendar Year	The Village	Cook County	State of Illinois
2003	5.0%	7.4%	6.7%
2004	4.5%	6.7%	6.2%
2005	4.1%	6.4%	5.8%
2006	3.1%	4.8%	4.6%
2007	3.4%	5.2%	5.1%
2008	4.3%	6.4%	6.4%
2009	7.2%	10.4%	10.0%
2010	7.5%	10.8%	10.5%
2011	7.2%	10.4%	9.8%
2012(2)	7.1%	9.8%	9.3%

Notes: (1) Source: Illinois Department of Employment Security.
 (2) Preliminary rates for the month of June 2012.

Income

**Per Capita Personal Income
 for the Ten Highest Income Counties in the State(1)**

Rank		2006-2010
1	Lake County	\$38,120
2	DuPage County	37,849
3	McHenry County	31,838
4	Monroe County	31,091
5	Kendall County	30,565
6	Will County	29,811
7	Kane County	29,480
8	Woodford County	29,475
9	Cook County	29,335
10	Sangamon County	28,394

Note: (1) Source: U.S. Bureau of the Census. 2006-2010 American Community 5-year estimates.

The following shows the median family income for counties in the Chicago metropolitan area.

Median Family Income(1)

Ill. County	Estimated Family Income(2)
DuPage County	\$92,423
Lake County	91,693
Kendall County	87,309
McHenry County	86,698
Will County	85,488
Kane County	77,998
Grundy County	75,000
Cook County	65,039

Notes: (1) Source: U.S. Bureau of the Census. American Community Survey 5-year estimates 2006 to 2010.
 (2) In 2010 inflation adjusted numbers.

The U.S. Census Bureau 5-year estimated values reported that the Village had a median family income of \$106,182. This compares to \$65,039 for Cook County and \$68,236 for the State. The following table represents the distribution of family incomes for the Village, Cook County and the State at the time of the 2006-2010 American Community Survey.

Median Family Income(1)

Income	The Village		Cook County		State of Illinois	
	Number	Percent	Number	Percent	Number	Percent
Under \$10,000	362	2.7%	63,235	5.3%	131,278	4.2%
\$10,000 to \$14,999	179	1.3%	40,475	3.4%	87,888	2.8%
\$15,000 to \$24,999	453	3.4%	102,805	8.5%	228,903	7.2%
\$25,000 to \$34,999	518	3.9%	105,304	8.8%	264,029	8.4%
\$35,000 to \$49,999	1,046	7.8%	151,905	12.6%	401,825	12.7%
\$50,000 to \$74,999	1,827	13.7%	218,425	18.2%	622,596	19.7%
\$75,000 to \$99,999	1,780	13.3%	170,406	14.2%	492,434	15.6%
\$100,000 to \$149,999	3,211	24.0%	191,527	15.9%	538,135	17.0%
\$150,000 to \$199,999	1,652	12.4%	74,431	6.2%	199,365	6.3%
\$200,000 or more	2,333	17.5%	84,908	7.1%	195,094	6.2%
Total	13,361	100.0%	1,203,421	100.0%	3,161,547	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2006 to 2010.

Investment in Oak Park

The Village actively seeks new business firms and is involved in promoting residential construction and rehabilitation. Factors contributing to the success of these development programs include a cooperative municipal government, encouragement from the Oak Park Development Corporation and the public transportation system. The Oak Park Development Corporation defines itself as a “private, not-for-profit organization created to stimulate and expand economic development in the community and to provide liaison between potential developers and local officials.”

The Village sold its \$3,000,000 General Obligation Corporate Purpose Bonds, Series 1982, to fund low cost mortgages for acquisition, rehabilitation and redevelopment of multiple family dwellings, as well as to provide for related parking facilities. The \$2,500,000 Series 1985 issue was for similar purposes. The \$1,500,000 Series 1992A and \$2,825,000 Series 1992B Bonds were sold to fund housing rehabilitation programs. Of the Series 1995A, 1995B and 1996 Bonds, \$4,000,000 is being used to continue the housing rehabilitation program. The \$3,000,000 Series 1996B Bonds were sold to finance improvements to the Holly Court Parking Project. The \$3,500,000 Series 1998 Bonds were sold to finance various capital improvements throughout the Village. The \$5,500,000 Series 1999 Bonds were sold to finance capital improvements to the Village’s emergency telephone 911 system, to purchase a telephone system, to improve the Dole Learning Center and to construct major improvements to Austin Boulevard and Lake Street. The \$6,000,000 Series 2000 Bonds were sold to finance the construction of a new library building and for additional improvements to the Dole Learning Center. The \$10,000,000 Series 2001 Bonds were sold to finance the construction of a new library building. The \$15,000,000 General Obligation Corporate Purpose Bonds, Series 2002 were sold to finance the completion of the library building project. The \$4,500,000 General Obligation Corporate Purpose Bonds, Series 2003 were sold to finance the construction of a public parking structure. The \$3,715,000 Taxable General Obligation Corporate Purpose Bonds, Series 2004A were sold to provide funds for a grant and loan for properties located near Barrie Park to be used for the purpose of environmental remediation and to refund a portion of the Village’s outstanding Taxable General Obligation Corporate Purpose Bonds, Series 1996. The \$11,500,000 General Obligation Corporate Purpose Bonds, Series 2004B were sold to finance improvements to the Villages Water System, to construct general capital public improvements within the Village and to pay the costs of initial planning for a new public works facility. The \$5,195,000 General Obligation Corporate Purpose Bonds, Series 2005A were issued to finance improvements to Madison Street and to construct a portion of a new public works facility. The \$8,804,536 General Obligation Corporate Purpose (Capital Appreciation) Bonds, Series 2005B were sold to finance the construction of a portion of the aforementioned new public works facility. The \$5,000,000 General Obligation Corporate Purpose Bonds, Series 2006A were issued to finance public street and related streetscape improvements and a portion of a new public works facility. The \$13,495,649 General Obligation Corporate Purpose (Capital Appreciation) Bonds, Series 2006B were sold to finance a portion of said new public works facility. The \$2,700,000 General Obligation Corporate Purpose Bonds, Series 2007 were sold to finance public street and related streetscape improvements. The \$7,300,000 General Obligation Corporate Purpose Refunding Bonds, Series 2007A were used to advance refund a portion of the Village’s outstanding General Obligation Corporate Purpose Bonds, Series 2000, due November 1, 2009 through 2014, and General Obligation Corporate Purpose Bonds, Series 2001, due November 1, 2015 through 2020. The \$10,330,000 General Obligation Refunding Bonds, Series 2010A were used to currently refund the November 1, 2010, maturity of and advance refunded the remainder of the Village’s outstanding General Obligation Corporate Purpose Bonds, Series 2001, and currently refunded all of the Village’s outstanding General Obligation Corporate Purpose Bonds, Series 2002. The \$7,695,000 Taxable General Obligation Refunding Bonds, Series 2010B were used to prepay two taxable sales tax revenue notes that were issued to purchase land for redevelopment. The \$13,315,000 General Obligation Refunding Bonds, Series 2010C were used to advance refund a portion of the Village’s outstanding Parking Revenue Bonds, Series 2001, advance refunded a portion of the Village’s outstanding Water Revenue Bonds, Series 2001, and currently refunded a portion of the Village’s outstanding General Obligation Corporate Purpose Bonds, Series 2003. The \$4,900,000 General Obligation Corporate Purpose Bonds, Series 2011A were used to finance public capital infrastructure improvements within the Greater Downtown TIF District. The \$5,030,000 General Obligation Corporate Purpose Project and Refunding Bonds, Series 2011B were used to finance public capital infrastructure improvements to the Village’s Water System and advance refund a portion of the Village’s outstanding General Obligation Corporate Purpose Bonds, Series 2004B.

The 2005A Refunded Bonds

General Obligation Corporate Purpose Bonds, Series 2005A
 (Dated December 1, 2005)

<u>Maturities</u>	<u>Outstanding Amount</u>	<u>Refunded Amount</u>	<u>Redemption Price(s)</u>	<u>Redemption Date(s)</u>
11/1/2012	\$ 600,000	\$ 0	N/A	N/A
11/1/2013	630,000	0	N/A	N/A
11/1/2014	1,010,000	0	N/A	N/A
11/1/2015	20,000	20,000	100.00%	11/1/2014
11/1/2016	20,000	20,000	100.00%	11/1/2014
11/1/2017	20,000	20,000	100.00%	11/1/2014
11/1/2018	20,000	20,000	100.00%	11/1/2014
11/1/2019	70,000	70,000	100.00%	11/1/2014
11/1/2020	125,000	125,000	100.00%	11/1/2014
11/1/2021	130,000	130,000	100.00%	11/1/2014
11/1/2022	185,000	185,000	100.00%	11/1/2014
11/1/2023	400,000	400,000	100.00%	11/1/2014
11/1/2024	415,000	415,000	100.00%	11/1/2014
11/1/2025	445,000	445,000	100.00%	11/1/2014
	<u>\$4,090,000</u>	<u>\$1,850,000</u>		

The 2006A Refunded Bonds

General Obligation Corporate Purpose Bonds, Series 2006A
 (Dated May 15, 2006)

<u>Maturities</u>	<u>Outstanding Amount</u>	<u>Refunded Amount</u>	<u>Redemption Price(s)</u>	<u>Redemption Date(s)</u>
11/1/2012	\$ 110,000	\$ 0	N/A	N/A
11/1/2013	115,000	0	N/A	N/A
11/1/2014	125,000	0	N/A	N/A
11/1/2015	130,000	0	N/A	N/A
11/1/2016	135,000	0	N/A	N/A
11/1/2017	210,000	0	N/A	N/A
11/1/2018	225,000	225,000	100.00%	11/1/2014
11/1/2019	240,000	240,000	100.00%	11/1/2014
11/1/2020	255,000	255,000	100.00%	11/1/2014
11/1/2021	800,000	800,000	100.00%	11/1/2014
11/1/2022	215,000	215,000	100.00%	11/1/2014
11/1/2023	230,000	230,000	100.00%	11/1/2014
11/1/2024	300,000	300,000	100.00%	11/1/2014
11/1/2025	315,000	315,000	100.00%	11/1/2014
11/1/2026	335,000	335,000	100.00%	11/1/2014
	<u>\$3,740,000</u>	<u>\$2,915,000</u>		

The Series 2012B Bonds

The Series 2012B Bond proceeds will be used to fund an Escrow to currently refund a portion of the Village's outstanding Taxable General Obligation Corporate Purpose Bonds, Series 2004A due November 1, 2013 through 2014, listed below (the "2004A Refunded Bonds") and to pay the costs of issuance of the Series 2012B Bonds.

The 2004A Refunded Bonds

Taxable General Obligation Corporate Purpose Bonds, Series 2004A
 (Dated July 1, 2004)

<u>Maturities</u>	<u>Outstanding Amount</u>	<u>Refunded Amount</u>	<u>Redemption Price(s)</u>	<u>Redemption Date(s)</u>
11/1/2012	\$ 600,000	\$ 0	N/A	N/A
11/1/2013	630,000	630,000	100.00%	11/15/2012
11/1/2014	650,000	650,000	100.00%	11/15/2012
	<u>\$1,880,000</u>	<u>\$1,280,000</u>		

General Obligation Bonded Debt (1)
 (Principal Only)
 (Page 1 of 3)

Calendar Year	Series 2004A	Series 2004B	Series 2004D	Series 2005A	Series 2005E	Series 2006A	Series 2006B	Series 2007	Series 2007A	Series 2010A
2012	\$ 600,000	\$ 515,000	\$400,000	\$ 600,000	\$ 0	\$ 110,000	\$ 383,165	\$ 25,000	\$ 375,000	\$ 0
2013	630,000	590,000	0	630,000	0	115,000	364,440	50,000	375,000	1,785,000
2014	650,000	600,000	0	1,010,000	0	125,000	345,530	25,000	385,000	1,835,000
2015	0	610,000	0	20,000	689,435	130,000	327,680	100,000	800,000	1,910,000
2016	0	625,000	0	20,000	665,399	135,000	310,460	500,000	835,000	1,480,000
2017	0	760,000	0	20,000	664,039	210,000	290,050	400,000	865,000	0
2018	0	775,000	0	20,000	636,054	225,000	273,220	400,000	895,000	0
2019	0	790,000	0	70,000	742,007	240,000	257,545	300,000	935,000	0
2020	0	805,000	0	125,000	759,081	255,000	243,415	200,000	965,000	0
2021	0	1,215,000	0	130,000	497,507	800,000	230,530	500,000	0	0
2022	0	805,000	0	185,000	420,470	215,000	523,680	0	0	0
2023	0	850,000	0	400,000	574,709	230,000	537,563	0	0	0
2024	0	855,000	0	415,000	542,962	300,000	622,192	0	0	0
2025	0	0	0	445,000	693,006	315,000	737,500	0	0	0
2026	0	0	0	0	689,871	335,000	874,000	0	0	0
2027	0	0	0	0	640,038	0	859,794	0	0	0
2028	0	0	0	0	537,486	0	875,504	0	0	0
2029	0	0	0	0	52,452	0	1,329,930	0	0	0
2030	0	0	0	0	0	0	1,443,567	0	0	0
2031	0	0	0	0	0	0	1,371,292	0	0	0
2032	0	0	0	0	0	0	1,294,592	0	0	0
Total	\$1,860,000	\$5,650,000	\$400,000	\$4,090,000	\$8,804,536	\$3,740,000	\$13,495,649	\$2,500,000	\$6,430,000	\$7,010,000

Note: (1) Source: the Village.

(Continued on following page)

General Obligation Bonded Debt (1)
 (Principal Only)
 (Page 3 of 3)

Calendar Year	Less: Series 2004A Proposed to be Refunded	Total Outstanding Debt(2)	Self-Supporting TIF Bonds	Property Tax Supported Debt(2)	Cumulative Retirement(2)	
					Amount	Percent
2012	\$ 0	\$ 4,168,165	\$ 0	\$ 4,168,165	\$ 4,168,165	5.38%
2013	(630,000)	8,044,440	550,000	7,494,440	11,662,605	15.04%
2014	(650,000)	8,600,530	565,000	8,035,530	19,698,135	25.40%
2015	0	8,292,115	585,000	7,707,115	27,405,250	35.34%
2016	0	6,705,859	600,000	6,105,859	33,511,108	43.21%
2017	0	5,389,089	620,000	4,769,089	38,280,197	49.37%
2018	0	5,464,274	640,000	4,824,274	43,104,471	55.59%
2019	0	5,634,552	660,000	4,974,552	48,079,022	62.00%
2020	0	4,712,496	680,000	4,032,496	52,111,519	67.20%
2021	0	3,168,037	0	3,168,037	55,279,556	71.29%
2022	0	3,139,150	0	3,139,150	58,418,706	75.34%
2023	0	3,122,272	0	3,122,272	61,540,979	79.36%
2024	0	2,715,154	0	2,715,154	64,256,133	82.86%
2025	0	3,005,506	0	3,005,506	67,261,639	86.74%
2026	0	1,878,871	0	1,878,871	69,140,510	89.16%
2027	0	1,499,852	0	1,499,852	70,640,362	91.10%
2028	0	1,412,990	0	1,412,990	72,053,352	92.92%
2029	0	1,382,382	0	1,382,382	73,435,734	94.70%
2030	0	1,443,567	0	1,443,567	74,879,301	96.56%
2031	0	1,371,292	0	1,371,292	76,250,593	98.33%
2032	0	1,294,592	0	1,294,592	77,545,185	100.00%
Total	(\$1,280,000)	\$82,445,185	\$4,900,000	\$77,545,185		

Notes: (1) Source: the Village.
 (2) Subject to change.

PROPERTY ASSESSMENT AND TAX INFORMATION

For the 2010 levy year, the Village's EAV was comprised of 87.82% residential, 2.62% industrial, 9.53% commercial and 0.03% railroad property valuations.

Equalized Assessed Valuation(1)

Property Class	Levy Years				
	2007	2008(2)	2009	2010	2011(2)
Residential.....	\$1,310,732,421	\$1,474,657,614	\$1,595,699,486	\$1,625,220,687	Detail
Commercial.....	178,904,341	219,500,534	204,683,802	176,379,919	Currently
Industrial.....	47,998,005	46,099,803	43,319,081	48,563,359	Unavailable
Railroad.....	304,493	343,524	399,947	485,843	
Total.....	\$1,537,939,260	\$1,740,601,475	\$1,844,102,316	\$1,850,649,808	\$1,596,903,799
Percentage Change +/-.....	5.19%(3)	13.18%	5.95%	0.36%	(13.71%)

- Notes: (1) Source: Cook County Clerk.
 (2) Triennial reassessment year.
 (3) Percentage change based on 2006 EAV of \$1,461,989,313.

Representative Tax Rates(1) (Per \$100 of EAV)

	Levy Years				
	2007	2008(2)	2009	2010	2011(2)
Village Rates:					
Corporate	\$0.6717	\$0.6113	\$0.6334	\$0.6501	\$ 0.7760
Police Pension	0.1567	0.1661	0.1695	0.2187	0.2243
Fire Pension	0.1517	0.1456	0.1668	0.1744	0.1907
IMRF	0.0000	0.0000	0.0000	0.0000	0.0000
Purchase Agreement	0.0000	0.0000	0.0000	0.0000	0.0000
Bonds and Interest	0.1497	0.1840	0.1529	0.1458	0.2301
Total Village Rates	\$1.1298	\$1.1070	\$1.1226	\$1.1890	\$ 1.4211
Oak Park Library	0.5100	0.4560	0.4440	0.4510	0.5570
Cook County	0.4460	0.4150	0.3940	0.4230	0.4620
Cook County Forest Preserve District.....	0.0530	0.0510	0.0490	0.0510	0.0580
Consolidated Elections	0.0120	0.0000	0.0210	0.0000	0.0250
Oak Park Township(3)	0.1540	0.1450	0.1390	0.1430	0.1710
Oak Park Mental Health District.....	0.0840	0.0770	0.0740	0.0770	0.0930
Suburban T.B Sanitarium District.....	0.0000	0.0000	0.0000	0.0000	0.0000
Metropolitan Water Reclamation Dist.....	0.2630	0.2520	0.2610	0.2740	0.3200
Des Plaines Mosquito Abatement Dist.....	0.0120	0.0120	0.0110	0.0110	0.0140
Park District of Oak Park	0.4470	0.4120	0.4240	0.4360	0.5180
School District Number 97	3.0590	2.8090	2.6550	3.0320	3.5960
High School District Number 200.....	2.8480	2.6170	2.4690	2.5290	3.0480
Community College District Number 504.....	0.2240	0.2120	0.2140	0.2250	0.2670
Total Rates(4)	\$9.2418	\$8.5650	\$8.2776	\$8.8410	\$10.5501

- Notes: (1) Source: Cook County Clerk.
 (2) Triennial reassessment year.
 (3) Includes Road and Bridge and General Assistance.
 (4) Representative tax rates for other government units are from Oak Park Township tax code 27001 which represents the largest portion of the Village's 2011 EAV, the most current available.

Village Tax Extensions and Collections(1)

Levy Year	Collection Year	Taxes	Total Collections	
		Extended	Amount(2)	Percent
2004	2005	\$13,723,290	\$13,710,808	99.91%
2005	2006	15,791,972	15,855,910	100.40%
2006	2007	16,350,346	16,406,358	100.34%
2007	2008	17,377,716	17,853,987	102.74%
2008	2009	19,260,178	19,346,392	100.45%
2009	2010	20,511,357	19,243,813	93.82%
2010	2011	22,004,258	21,002,140	95.45%

- Notes: (1) Source: the Village's audited financial reports. Includes collections in subsequent years.

Property is classified for assessment into six basic categories, each of which is assessed (beginning with the 2009 tax levy year) at various percentages of fair market value as follows: Class 1) unimproved real estate - 10%; Class 2) residential - 10%; Class 3) rental-residential - 16%, in tax year 2009, 13% in assessment year 2010, and 10% in assessment year 2011 and subsequent years; Class 4) not-for-profit - 25%; Class 5a) commercial - 25%; Class 5b) industrial - 25%. There are also seven additional categories. Newly constructed industrial properties or substantially rehabilitated sections of existing industrial properties within the County may qualify for a Class 6b assessment level, which assessment level is 10% for the first 10 years and for any subsequent 10-year renewal periods. However, if the incentive is not renewed, the 6b assessment level is 15% in year 11 and 20% in year 12, hereafter reverting to Class 5b. Real estate, which is to be used for industrial or commercial purposes where such real estate has undergone environmental testing and remediation, may be eligible for a Class C assessment level. The Class C assessment level for industrial properties is 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5b. Class C commercial properties are assessed at 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5a. Commercial properties that are newly constructed or substantially rehabilitated and are within an area determined to be an area in need of commercial development may be classified as Class 7a or 7b property, and will then be assessed at a level of 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5a. Certain commercial and industrial properties located in zones determined to be in need of substantial revitalization or in an enterprise community could be eligible for Class 8 assessments. The Class 8 assessment level for industrial properties is 10% for the first 10 years and for any subsequent 10-year renewal periods. If the incentive is not renewed, the Class 8 assessment level for industrial properties is 15% in year 11 and 20% in year 12, thereafter reverting to Class 5b. The Class 8 assessment level for commercial properties is 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5a. Substantially rehabilitated or new construction multi-family residential properties within certain target areas, empowerment or enterprise zones may be eligible for Class 9 categorization. The Class 9 assessment level is 10% for an initial 10-year period, renewable upon application for additional 10-year periods. When the Class 9 assessment level expires, the assessment level reverts to the applicable classification. Rental-residential (Class 3) properties subject to a Section 8 contract that has been renewed under the "Mark Up To Market" option may qualify for a Class S assessment level. The Class S assessment level is 10% for the term of the Section 8 contract renewal under the Mark Up To Market option, and for any additional terms of renewal of the Section 8 contract under the Mark Up To Market option. When the Class S assessment level expires, the assessment level reverts to Class 3. Substantially rehabilitated properties which are designated as Class 3, Class 4, Class 5a or Class 5b and which qualify as Landmark or Contributing buildings may qualify for a Class L assessment level. The Class L assessment level for Class 3, 4 or 5b properties is 10% for the first 10 years and for any subsequent 10-year renewal periods. If the incentive is not renewed, the Class L assessment level is 15% in year 11 and 20% in year 12, thereafter reverting to Class 3, 4 or 5b. Class L commercial properties are assessed at 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5a.

The Assessor has established procedures enabling taxpayers to contest their proposed Assessed Valuations. Once the Assessor certifies its final Assessed Valuations, a taxpayer can seek review of its assessment by appealing to the Cook County Board of Review, which consists of three commissioners elected by the voters of the County. The Board of Review has the power to adjust the Assessed Valuations set by the Assessor.

Owners of both residential property having six or fewer units and owners of real estate other than residential property with six or fewer units are able to appeal decisions of the Board of Review to the Illinois Property Tax Appeal Board (the "PTAB"), a statewide administrative body. The PTAB has the power to determine the Assessed Valuation of real property based on equity and the weight of the evidence. Taxpayers may appeal the decision of PTAB to either the Circuit Court of Cook County or the Illinois Appellate Court under the Illinois Administrative Review Law.

Exemptions

Public Act 95-644, effective October 17, 2007, made changes to and added a number of property tax exemptions taken by residential property owners. These changes are discussed below.

An annual General Homestead Exemption provides that the EAV of certain property owned and used for residential purposes ("Residential Property") may be reduced by \$5,000 for assessment years 2004 through assessment year 2007. Additionally, the reduction may be \$5,500 for assessment year 2008, and \$6,000 for assessment years 2009 and forward (the "General Homestead Exemption").

The Alternative General Homestead Exemption (the "Alternative General Homestead Exemption") caps EAV increases for homeowners (who also reside on the property as their principal place of residence) at 7% a year, up to a certain maximum each year as defined by the statute. Any amount of increase that exceeds the maximum exemption as defined is added to the 7% increase and is part of that property's taxable EAV. Homes that do not increase by at least 7% a year are entitled, in the alternative, to the General Homestead Exemption as discussed above.

The Base Year for purposes of calculation of the Alternative General Homestead Exemption is 2002 for properties located in the City Tri, 2003 for properties located in the North Tri and 2004 for properties located in the South Tri. The Base Homestead Value is the EAV of the homestead property minus the General Homestead Exemption for that year: \$4,500 for years prior to 2004; \$5,000 for 2004 through 2007; \$5,500 for 2008 and \$6,000 for the year 2009 and thereafter.

For properties in the City Tri, the Alternative General Homestead Exemption cannot exceed \$33,000 for assessment year 2006 (except as noted below), \$26,000 for assessment year 2007, \$20,000 for assessment year 2008 and \$6,000 thereafter. For properties in the North Tri, the Alternative General Homestead Exemption cannot exceed \$20,000 for assessment year 2006, \$33,000 for assessment year 2007, \$26,000 for assessment year 2008, \$20,000 for assessment year 2009 and \$6,000 thereafter. For properties in the South Tri, the Alternative General Homestead Exemption cannot exceed \$20,000 for assessment years 2006 and 2007, \$33,000 for assessment year 2008, \$26,000 for assessment year 2009, \$20,000 for assessment year 2010 and \$6,000 thereafter.

Furthermore, only in the City Tri and only for assessment year 2006, the maximum exemption amount may be increased to: (i) \$40,000, provided that the EAV of the property for assessment year 2006 exceeds the EAV of that property for assessment year 2002 by an amount equal to or greater than 100%, or (ii) \$35,000 provided that the EAV of the property for assessment year 2006 exceeds the EAV of that property for assessment year 2002 by an amount greater than 80% but not more than 100%.

Finally, the Long-Time Occupant Homestead Exemption applies to those counties subject to the Alternative General Homestead Exemption, including Cook County. Beginning with assessment year 2007 and thereafter, the EAV of homestead property of a taxpayer who has owned the property for at least 10 years (or 5 years if purchased with certain government assistance) and who has a household income of \$100,000 or less ("Qualified Homestead Property") may increase by no more than 10% per year. If the taxpayer's annual income is \$75,000 or less, the EAV of the Qualified Homestead Property may increase by no more than 7% per year. There is no exemption limit for Qualified Homestead Properties. Individuals applying for this exemption must comply with the following guidelines: (i) continuously occupy their property for 10 years, as of January 1st of the assessment year, and occupy such property as their principal residence or, (ii) continuously occupy their property as their principal place of residence for 5 years, as of January 1st of the assessment year, provided that the property was purchased with certain government assistance.

Also, beginning with assessment year 2007, the Returning Veterans' Homestead Exemption ("Returning Veterans' Homestead Exemption") is available for property owned and occupied as the principal residence of a veteran in the assessment year the veteran returns from an armed conflict while on active duty in the United States armed forces. This provision grants a homestead exemption of \$5,000, which is applicable in all counties. In order to apply for this exemption, the individual must pay real estate taxes on the property, own the property or have either a legal or an equitable interest in the property, subject to some limitations. Those individuals eligible for this exemption may claim the exemption in addition to other homestead exemptions, unless otherwise noted.

Tax Levy

As part of the annual budgetary process of governmental units (the "Units") with power to levy taxes in the County, proceedings are adopted by the designated body for each Unit each year in which it determines to levy real estate taxes. The administration and collection of real estate taxes is statutorily assigned to the County Clerk and the County Treasurer. After the Units file their annual tax levies, the County Clerk computes the annual tax rate for each Unit. The Cook County Clerk uses the prior year's EAV to compute the taxing district's maximum allowable levy. The maximum levy that can be raised for a Unit is the maximum tax rate for that Unit multiplied by the prior year, EAV for all property currently in the district. The prior year's EAV includes the prior year's EAV plus the EAV of any new property, the current year value of any annexed property, and any recovered tax increment value, minus any disconnected property for the current year under the Property Tax Extension Limitation Law ("Limitation Law"). The tax rate for a Unit is computed by dividing the lesser of the maximum allowable levy or the actual levy by the current year's EAV.

Property Tax Extension Limitation Law

The Property Tax Extension Limitation Law (the "Limitation Law") limits the amount of the annual increase in property taxes to be extended for certain Illinois non-home rule units of government. In general, the Limitation Law restricts the amount of such increases to the lesser of 5% or the percentage increase in the Consumer Price Index during the calendar year preceding the levy year. Currently, the Limitation Law applies only to and is a limitation upon all non-home rule taxing bodies in Cook County, the five collar counties (DuPage, Kane, Lake, McHenry and Will) and several downstate counties.

Home rule units, including the Village, are exempt from the limitations contained in the Limitation Law. If the Limitation Law were to apply in the future to the Village, the limitations set forth therein will not apply to any taxes levied by the Village to pay the principal of and interest on the Bonds.

Extensions

The County Clerk then computes the total tax rate applicable to each parcel of real property by aggregating the tax rates of all of the Units having jurisdiction over the particular parcel. The County Clerk extends the tax by entering the tax (determined by multiplying the total tax rate by the EAV of that parcel for the current assessment year) in the books prepared for the County Collector (the "Warrant Books") along with the tax rates, the Assessed Valuation and the EAV. The Warrant Books are the County Collector's authority for the collection of taxes and are used by the County Collector as the basis for issuing tax bills to all property owners.

If there is no sale of the tax lien on a parcel of property at the Annual Tax Sale, the taxes are forfeited and the property becomes eligible to be purchased at any time thereafter at an amount equal to all delinquent taxes and interest accrued to the date of purchase. Redemption periods and procedures are the same as applicable to the Annual Tax Sale.

The Scavenger Sale (the "Scavenger Sale"), like the Annual Tax Sale, is a sale of unpaid taxes. The Scavenger Sale is held every two years on all property on which two or more years' taxes are delinquent. The sale price of the unpaid taxes is the amount bid at such sale, which may be less than the amount of delinquent taxes. Redemption periods vary from six months to two and a half years depending upon the type and occupancy of the property.

Truth in Taxation Law

Legislation known as the Truth in Taxation Law (the "Law") limits the aggregate amount of certain taxes which can be levied by, and extended for, a taxing district to 105% of the amount of taxes extended in the preceding year unless specified notice, hearing and certification requirements are met by the taxing body. The express purpose of the Law is to require published disclosure of, and hearing upon, an intention to adopt a levy in excess of the specified levels.

FINANCIAL INFORMATION

Investment Policy

The investment objectives of the Village of Oak Park are to maximize interest revenue while insuring acceptable levels of risk and maintaining sufficient internal controls to safeguard the investments and provide timely and accurate reports. These objectives are to be pursued under the constraints imposed by State statute, a preference for use of local institutions and the prudent investor rule:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

No Consent or Updated Information Requested of the Auditor

The tables and excerpts (collectively, the "Excerpted Financial Information") contained in this "**FINANCIAL INFORMATION**" section and in **APPENDIX A** are from the audited financial statements of the Village, including the audited financial statements for the fiscal year ended December 31, 2011 (the "2011 Audit"). The 2011 Audit has been prepared by Sikich LLP, Certified Public Accountants & Advisors, Aurora, Illinois, (the "Auditor"), and approved by formal action of the Village Board. The Village has not requested the Auditor to update information contained in the Excerpted Financial Information; nor has the Village requested that the Auditor consent to the use of the Excerpted Financial Information in this Final Official Statement. Other than as expressly set forth in this Final Official Statement, the financial information contained in the Excerpted Financial Information has not been updated since the date of the 2011 Audit. The inclusion of the Excerpted Financial Information in this Final Official Statement in and of itself is not intended to demonstrate the fiscal condition of the Village since the date of the 2011 Audit. Questions or inquiries relating to financial information of the Village since the date of the 2011 Audit should be directed to the Village.

Statement of Activities Governmental Activities

	As of December 31				
	2007	2008	2009	2010	2011
Functions/Programs:					
Governmental Activities:					
General Government.....	\$ (8,334,528)	\$ (6,159,728)	\$ (4,164,624)	\$ (5,101,917)	\$ (5,652,424)
Public Safety.....	(23,500,981)	(22,034,005)	(29,687,830)	(26,439,249)	(28,634,098)
Highways and Streets.....	(5,246,986)	(8,108,052)	(7,768,554)	(6,424,001)	(1,787,645)
Health.....	(874,796)	(772,937)	(851,679)	(851,381)	(395,173)
Economic and Community Development.....	(8,582,141)	(10,624,844)	(7,547,514)	(12,010,185)	(19,560,440)
Interest.....	<u>(3,767,129)</u>	<u>(3,529,346)</u>	<u>(3,613,002)</u>	<u>(3,680,817)</u>	<u>(3,081,344)</u>
Total Governmental Activities.....	<u>\$(50,306,561)</u>	<u>\$(51,228,912)</u>	<u>\$(53,633,203)</u>	<u>\$(54,507,550)</u>	<u>\$(59,111,124)</u>
General Revenues:					
Taxes.....	\$ 47,675,752	\$ 48,972,937	\$ 50,590,592	\$ 53,340,955	\$ 55,836,490
Investment Income.....	1,196,941	168,816	89,194	52,393	34,831
Contribution From Component Unit.....	0	0	0	0	0
Loss On Disposal Of Capital Assets.....	0	(60,881)	1,009,120	0	0
Transfers.....	0	(1,150,586)	2,198,895	95,327	1,841,729
Miscellaneous.....	<u>467,468</u>	<u>106,036</u>	<u>666,939</u>	<u>1,159,661</u>	<u>496,454</u>
Total General Revenues and Transfers.....	<u>\$ 49,340,161</u>	<u>\$ 48,036,322</u>	<u>\$ 54,554,740</u>	<u>\$ 54,648,336</u>	<u>\$ 58,209,504</u>
Change In Net Assets.....	\$ (966,400)	\$ (3,192,590)	\$ 921,537	\$ 140,786	\$ (901,620)
Net Assets, Beginning.....	90,180,553	86,454,832	82,949,433	82,719,361	84,141,933
Prior Period Adjustment.....	<u>(2,759,321)</u>	<u>(312,809)</u>	<u>(1,151,609)</u>	<u>1,281,786</u>	<u>0</u>
Net Assets, Ending.....	<u>\$ 86,454,832</u>	<u>\$ 82,949,433</u>	<u>\$ 82,719,361</u>	<u>\$ 84,141,933</u>	<u>\$ 83,240,313</u>

General Fund Balance Sheet

	Audited as of December 31				
	2007	2008	2009	2010	2011
ASSETS:					
Cash and Investments.....	\$ 99,594	\$ 541,793	\$ 2,040,142	\$ 74,432	\$ 602,705
Taxes Receivable.....	16,916,609	16,192,211	17,983,509	20,562,006	19,461,400
Accounts Receivable.....	531,955	495,613	438,895	496,904	477,005
Due From Other Governmental Units.....	2,344,994	3,969,078	1,872,627	2,865,358	2,654,244
Notes Receivable.....	616,878	546,914	494,535	432,474	2,464,998
Prepaid Items.....	5,217	0	0	0	0
Advances to Other Funds.....	10,577,601	4,495,996	4,172,111	3,872,111	3,372,111
Due From Other Funds.....	12,966,447	9,116,998	9,457,892	8,798,002	13,998,480
Due From Fiduciary Funds.....	21,254	1,200,997	1,220,985	1,459,011	365,945
Due From Component Unit.....	<u>122,330</u>	<u>0</u>	<u>17,306</u>	<u>1,644</u>	<u>0</u>
Total Assets.....	<u>\$44,202,879</u>	<u>\$36,559,600</u>	<u>\$37,698,002</u>	<u>\$38,561,942</u>	<u>\$43,396,888</u>
LIABILITIES AND FUND BALANCES:					
Liabilities:					
Accounts Payable.....	\$ 4,222,227	\$ 4,637,057	\$ 792,130	\$ 667,045	\$ 1,301,367
Accrued Payroll.....	882,626	1,080,125	2,424,453	1,185,425	1,296,492
Other/Intergovernmental Payables.....	329,367	350,087	456,241	418,239	401,805
Due to Other Funds.....	15,401,185	8,724,316	11,123,560	9,371,767	14,415,587
Due to Fiduciary Funds.....	27,091	0	0	22,403	22,020
Due to Component Unit/Governments.....	0	56,660	0	0	0
Deferred Revenue.....	15,074,696	15,131,374	16,841,862	17,706,267	18,091,475
Fund Balances.....	<u>8,265,687</u>	<u>6,579,981</u>	<u>6,059,756</u>	<u>9,190,796</u>	<u>7,868,142</u>
Total Liabilities and Fund Balances.....	<u>\$44,202,879</u>	<u>\$36,559,600</u>	<u>\$37,698,002</u>	<u>\$38,561,942</u>	<u>\$43,396,888</u>

**General Fund
 Interim and Budget Financial Information**

	Actual Six Months Ending <u>06/30/12</u>	Budget Twelve Months Ending <u>12/31/12</u>
REVENUES:		
Tax Revenues		\$31,857,320
Licenses and Permits		1,414,000
Intergovernmental Revenues		5,928,000
Charges for Services		2,562,000
Fines		3,200,000
Transfers		<u>5,304,850</u>
Total Revenues		\$50,266,170
EXPENDITURES:		
Public Safety		\$27,638,796
General Government		6,687,282
Highways and Streets		7,510,928
Health		968,963
Economic and Community Development		3,374,628
Transfers		3,256,122
Miscellaneous		<u>829,152</u>
Total Expenditures		\$50,265,871
Excess (Deficiency) of Revenues Over (Under) Expenditures		\$ 299

EMPLOYEE RETIREMENT AND OTHER POSTEMPLOYMENT BENEFITS OBLIGATIONS

See **APPENDIX A** herein for a discussion of the Village's employee retirement and other postemployment benefits obligations.

REGISTRATION, TRANSFER AND EXCHANGE

See also **APPENDIX B** for information on registration, transfer and exchange of book-entry bonds. The Bonds will be initially issued as book-entry bonds.

The Village shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds to be kept at the principal office maintained for the purpose by the Bond Registrar in Chicago, Illinois. The Village will authorize to be prepared, and the Bond Registrar shall keep custody of, multiple bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Bond Ordinance. Upon surrender for transfer or exchange of any Bond at the principal office maintained for the purpose by the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or such owner's attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the registered owner, transferee or transferees (as the case may be) a new fully registered Bond or Bonds of the same maturity and interest rate of authorized denominations, for a like aggregate principal amount.

Ownership of the Series 2012A Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Series 2012A Bonds. Bond Counsel will express no opinion regarding any such consequences.

Tax Treatment of Accruals on Original Issue Discount Bonds

Under existing law, if the initial public offering price to the public (excluding bond houses and brokers) of a Series 2012A Bond is less than the stated redemption price of such Series 2012A Bonds at maturity, then such Series 2012A Bond is considered to have "original issue discount" equal to the difference between such initial offering price and the amount payable at maturity (such Series 2012A Bonds are referred to as "**OID Bonds**"). Such discount is treated as interest excludable from federal gross income to the extent properly allocable to each registered owner thereof. The original issue discount accrues over the term to maturity of each such OID Bonds on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period) from the date of original issue with straight-line interpolations between compounding dates. The amount of original issue discount accruing during each period is added to the adjusted basis of such OID Bonds to determine taxable gain upon disposition (including sale, redemption or payment on maturity) of such OID Bonds.

The Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of OID Bonds who purchase such OID Bonds after the initial offering of a substantial amount thereof. Owners who do not purchase such OID Bonds in the initial offering at the initial offering prices should consult their own tax advisors with respect to the tax consequences of ownership of such OID Bonds.

All holders of the OID Bonds should consult their own tax advisors with respect to the allowance of a deduction for any loss on a sale or other disposition of an OID Bond to the extent such loss is attributable to accrued original issue discount.

Amortizable Bond Premium

For federal income tax purposes, the excess of the initial offering price to the public (excluding bond houses and brokers) at which a Series 2012A Bond is sold over the amount payable at maturity thereof constitutes for the original purchasers of such Series 2012A Bonds (collectively, the "**Original Premium Bonds**") an amortizable bond premium. Series 2012A Bonds other than Original Premium Bonds may also be subject to an amortizable bond premium determined generally with regard to the taxpayer's basis (for purposes of determining loss on a sale or exchange) and the amount payable on maturity or, in certain cases, on an earlier call date (such bonds being referred to herein collectively with the Original Premium Bonds as the "**Premium Bonds**"). Such amortizable bond premium is not deductible from gross income. The amount of amortizable bond premium allocable to each taxable year is generally determined on the basis of the taxpayer's yield to maturity determined by using the taxpayer's basis (for purposes of determining loss on sale or exchange) of such Premium Bonds and compounding at the close of each six-month accrual period. The amount of amortizable bond premium allocable to each taxable year is deducted from the taxpayer's adjusted basis of such Premium Bonds to determine taxable gain upon disposition (including sale, redemption or payment at maturity) of such Premium Bonds.

All holders of the Premium Bonds should consult with their own tax advisors as to the amount and effect of the amortizable bond premium.

FURTHER, NO ASSURANCE CAN BE GIVEN THAT ANY ACTIONS OF THE INTERNAL REVENUE SERVICE, INCLUDING, BUT NOT LIMITED TO, SELECTION OF THE SERIES 2012A BONDS FOR AUDIT EXAMINATION, OR THE COURSE OR RESULT OF ANY EXAMINATION OF THE SERIES 2012A BONDS, OR OTHER BONDS WHICH PRESENT SIMILAR TAX ISSUES, WILL NOT AFFECT THE MARKET PRICE OF THE SERIES 2012A BONDS.

INVESTORS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2012A BONDS, INCLUDING THE IMPACT OF ANY PENDING OR PROPOSED FEDERAL TAX LEGISLATION.

QUALIFIED TAX-EXEMPT OBLIGATIONS - THE SERIES 2012A BONDS

Subject to the Village's compliance with certain covenants, in the opinion of Bond Counsel, the Series 2012A Bonds are "qualified tax-exempt obligations" under the small issuer exception provided under Section 265(b)(3) of the Code, which affords banks and certain other financial institutions more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code.

CERTAIN FEDERAL INCOME TAX CONSIDERATIONS - THE SERIES 2012B BONDS

THE SERIES 2012B BONDS WILL BE TREATED AS OBLIGATIONS NOT DESCRIBED IN SECTION 103(A) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, EXCLUDING FROM FEDERAL GROSS INCOME THE INTEREST ON AN OBLIGATION OF A POLITICAL SUBDIVISION OF A STATE. THE HOLDERS OF THE SERIES 2012B BONDS SHOULD TREAT THE INTEREST ON THE SERIES 2012B BONDS AS SUBJECT TO FEDERAL INCOME TAXATION.

CONTINUING DISCLOSURE

The Village will enter into a Continuing Disclosure Undertaking (the "Undertaking") for the benefit of the beneficial owners of the Bonds to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board (the "MSRB") pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934. No person, other than the Village, has undertaken, or is otherwise expected, to provide continuing disclosure with respect to the Bonds. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis and a summary of other terms of the Undertaking, including termination, amendment and remedies, are set forth below under "**THE UNDERTAKING.**"

The Village has represented that it has not failed to comply in all material respects with each and every undertaking previously entered into by it pursuant to the Rule. A failure by the Village to comply with the Undertaking will not constitute a default under the Ordinance and beneficial owners of the Bonds are limited to the remedies described in the Undertaking. See "**THE UNDERTAKING - Consequences of Failure of the Village to Provide Information.**" The Village must report any failure to comply with the Undertaking in accordance with the Rule. Any broker, dealer or municipal securities dealer must consider such report before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

Bond Counsel expresses no opinion as to whether the Undertaking complies with the requirements of Section (b)(5) of the Rule.

7. Modifications to the rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the Village*
13. The consummation of a merger, consolidation, or acquisition involving the Village or the sale of all or substantially all of the assets of the Village, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

Consequences of Failure of the Village to Provide Information

The Village shall give notice in a timely manner to the MSRB of any failure to provide disclosure of Annual Financial Information and Audited Financial Statements when the same are due under the Undertaking.

In the event of a failure of the Village to comply with any provision of the Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Undertaking. A default under the Undertaking shall not be deemed a default under the Bond Ordinance, and the sole remedy under the Undertaking in the event of any failure of the Village to comply with the Undertaking shall be an action to compel performance.

Amendment; Waiver

Notwithstanding any other provision of the Undertaking, the Village by resolution or ordinance authorizing such amendment or waiver, may amend the Undertaking, and any provision of the Undertaking may be waived, if:

- (a) (i) The amendment or the waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including, without limitation, pursuant to a “no-action” letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the Village, or type of business conducted; or
- (ii) The Undertaking, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the Village (such as Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority approves or requires Annual Financial Information or notices of a Reportable Event to be filed with a central post office, governmental agency or similar entity other than the MSRB or in lieu of the MSRB, the Village shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending the Undertaking.

**This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Village in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Village, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Village.*

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as described above and in the Bond Ordinance, the Bonds or portions of Bonds so to be redeemed will, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds will be paid by the Bond Registrar at the redemption price.

The Series 2012B Bonds are **not** subject to optional redemption prior to maturity.

LITIGATION

There is no litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the Village taken with respect to the issuance or sale thereof.

OFFICIAL STATEMENT AUTHORIZATION

This Official Statement has been authorized for distribution to prospective purchasers of the Bonds. All statements, information, and statistics herein are believed to be correct but are not guaranteed by the consultants or by the Village, and all expressions of opinion, whether or not so stated, are intended only as such.

INVESTMENT RATINGS

The Village has supplied certain information and material concerning the Bonds and the Village to the rating services shown on the cover page, including certain information and materials which may not have been included in this Official Statement, as part of its application for investment ratings on the Bonds. Ratings reflect only the views of the rating agencies assigning such ratings and an explanation of the significance of such ratings may be obtained from such rating agencies. Generally, such rating services base their ratings on such information and material, and also on such investigations, studies and assumptions that it may undertake independently. There is no assurance that such ratings will continue for any given period of time or that it may not be lowered or withdrawn entirely by such rating services if, in their judgment, circumstances so warrant. Any such downward change in or withdrawal of such ratings may have an adverse effect on the secondary market price of the Bonds. An explanation of the significance of the investment ratings may be obtained from the rating agencies: Standard & Poor's Corporation, a Division of the McGraw-Hill Companies, 55 Water Street, New York, New York 10041, telephone 212-438-2000 and Fitch Ratings, One State Street Plaza, New York, New York 10004, telephone 800-753-4824. The Village will provide appropriate periodic credit information to the rating service to maintain a rating on the Bonds.

DEFEASANCE

The Bonds are subject to legal defeasance by the irrevocable deposit of full faith and credit obligations of the United States of America, obligations the timely payment of which are guaranteed by the United States Treasury, or certificates of participation in a trust comprised solely of full faith and credit obligations of the United States of America (collectively, the "Government Obligations") with a bank or trust company acting as escrow agent. Any such deposit must be of sufficient amount that the receipts from the Government Obligations plus any cash on deposit will be sufficient to pay debt service on the Bonds when due or as called for redemption.

APPENDIX A

**VILLAGE OF OAK PARK
COOK COUNTY, ILLINOIS**

EXCERPTS OF FISCAL YEAR 2011 AUDITED FINANCIAL STATEMENTS

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Village as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Village or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Village, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Village or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to any Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to any Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to any Tender/Remarketing Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the Village or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. The Village may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Village believes to be reliable, but the Village takes no responsibility for the accuracy thereof.

**THE SERIES 2012A BONDS
OFFICIAL BID FORM
(OPEN SPEER AUCTION INTERNET SALE)**

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

September 17, 2012
Speer Financial, Inc.
Facsimile: (312) 346-8833

Members of the Village Board:

For the \$9,930,000* General Obligation Corporate Purpose Refunding Bonds, Series 2012A of the Village of Oak Park, Cook County, Illinois, as described in the annexed Official Notice of Sale, which is expressly made a part of this bid, we will pay you \$_____ (no less than \$_____) for Series 2012A Bonds bearing interest as follows (each rate a multiple of 1/8 or 1/100 of 1%). The discount is subject to adjustment allowing the same \$_____ gross spread per \$1,000 bond as bid herein.

MATURITIES* - NOVEMBER 1

\$120,000 ... 2013 _____%	\$1,070,000 ... 2018 _____%	\$420,000 ... 2022 _____%
725,000 ... 2014 _____%	1,125,000 ... 2019 _____%	640,000 ... 2023 _____%
740,000 ... 2015 _____%	760,000 ... 2020 _____%	710,000 ... 2024 _____%
740,000 ... 2016 _____%	970,000 ... 2021 _____%	740,000 ... 2025 _____%
855,000 ... 2017 _____%		315,000 ... 2026 _____%

Consecutive maturities may be aggregated into no more than five term bonds at the option of the bidder, in which case the mandatory redemption provisions shall be on the same schedule as above.

Maturities: _____ Term Maturity _____ Maturities: _____ Term Maturity _____ Maturities: _____ Term Maturity _____
Maturities: _____ Term Maturity _____ Maturities: _____ Term Maturity _____

The Series 2012A Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois. The Village will pay for the legal opinion. The underwriter agrees to apply for CUSIP numbers within 24 hours and pay the fee charged by the CUSIP Service Bureau and will accept the Series 2012A Bonds with the CUSIP numbers as entered on the Series 2012A Bonds.

As evidence of our good faith, we have wire transferred or enclosed herewith a check or Surety Bond payable to the order of the Treasurer of the Village in the amount of TWO PERCENT OF PAR (the "Deposit") under the terms provided in your Official Notice of Sale. Attached hereto is a list of members of our account on whose behalf this bid is made.

Form of Deposit

Check One:

Certified/Cashier's Check
Financial Surety Bond
Wire Transfer

Amount: \$198,600

Account Manager Information

Name _____
Address _____
By _____
City _____ State/Zip _____
Direct Phone (_____) _____
FAX Number (_____) _____
E-Mail Address _____

Bidders Option Insurance

We have purchased insurance from:

Name of Insurer
(Please fill in)

Premium: _____
Maturities: (Check One)
 _____ Years
 All

The foregoing bid was accepted and the Series 2012A Bonds sold by ordinance of the Village on September 17, 2012, and receipt is hereby acknowledged of the good faith Deposit which is being held in accordance with the terms of the annexed Official Notice of Sale.

VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS

*Subject to change.

President

**NOT PART OF THE BID
(Calculation of true interest cost)**

Gross Interest	\$
Less Premium/Plus Discount	\$
True Interest Cost	\$
True Interest Rate	%
TOTAL BOND YEARS	74,526.83
AVERAGE LIFE	7.505 Years

- (7) Only Bidders who request and receive admission to an auction may submit bids. SpeerAuction and the Auction Administrator reserve the right to deny access to SpeerAuction website to any Bidder, whether registered or not, at any time and for any reason whatsoever, in their sole and absolute discretion.
- (8) Neither the Village, Speer Financial, Inc., nor the Auction Administrator is responsible for protecting the confidentiality of a Bidder's SpeerAuction password.
- (9) If two bids submitted in the same auction by the same or two or more different Bidders result in same True Interest Cost, the first confirmed bid received by SpeerAuction prevails. Any change to a submitted bid constitutes a new bid, regardless of whether there is a corresponding change in True Interest Cost.
- (10) Bidders must compare their final bids to those shown on the Observation Page immediately after the bidding time period ends, and if they disagree with the final results shown on the Observation Page they must report them to SpeerAuction within 15 minutes after the bidding time period ends. Regardless of the final results reported by SpeerAuction, Series 2012A Bonds are definitively awarded to the winning bidder only upon official award by the Village. If, for any reason, the Village fails to: (i) award Series 2012A Bonds to the winner reported by SpeerAuction, or (ii) deliver Series 2012A Bonds to winning bidder at settlement, neither the Village, Speer Financial, Inc., nor the Auction Administrator will be liable for damages.

The Village reserves the right to reject all proposals, to reject any bid proposal not conforming to this Official Notice of Sale, and to waive any irregularity or informality with respect to any proposal. Additionally, the Village reserves the right to modify or amend this Official Notice of Sale; however, any such modification or amendment shall not be made less than twenty-four (24) hours prior to the date and time for receipt of bids on the Series 2012A Bonds and any such modification or amendment will be announced on the Amendments Page of the SpeerAuction webpage and through *Thompson Municipal News*.

The Series 2012A Bonds will be in fully registered form in the denominations of \$5,000 and integral multiples thereof in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, to which principal and interest payments on the Series 2012A Bonds will be paid. Individual purchases will be in book-entry only form. Interest on each Series 2012A Bond shall be paid by check or draft of the Bond Registrar to the person in whose name such bond is registered at the close of business on the fifteenth day of the month next preceding an interest payment date. The principal of the Series 2012A Bonds shall be payable in lawful money of the United States of America at the principal office maintained for the purpose by the Bond Registrar in Chicago, Illinois. Semiannual interest is due May 1 and November 1 of each year commencing May 1, 2013, and is payable by Seaway Bank and Trust Company, Chicago, Illinois (the "Bond Registrar"). The Series 2012A Bonds are dated the date of delivery, expected to be October 9, 2012.

If the winning bidder is not a direct participant of DTC and does not have clearing privileges with DTC, the Series 2012A Bonds will be issued as Registered Bonds in the name of the purchaser. At the request of such winning bidder, the Village will assist in the timely conversion of the Registered Bonds into book-entry bonds with DTC as described herein.

MATURITIES* - NOVEMBER 1

\$120,000 ... 2013	\$1,070,000 ... 2018	\$420,000 ... 2022
725,000 ... 2014	1,125,000 ... 2019	640,000 ... 2023
740,000 ... 2015	760,000 ... 2020	710,000 ... 2024
740,000 ... 2016	970,000 ... 2021	740,000 ... 2025
855,000 ... 2017		315,000 ... 2026

Any consecutive maturities may be aggregated into no more than five term bonds at the option of the bidder, in which case the mandatory redemption provisions shall be on the same schedule as above.

The Series 2012A Bonds due November 1, 2013-2021, inclusive, are non-callable. The Series 2012A Bonds due November 1, 2022-2026, inclusive, are callable in whole or in part and on any date on or after November 1, 2021, at a price of par and accrued interest. If less than all the Series 2012A Bonds are called, they shall be redeemed in any order of maturity as determined by the Village and within any maturity by lot.

All interest rates must be in multiples of one-eighth or one one-hundredth of one percent (1/8 or 1/100 of 1%), and not more than one rate for a single maturity shall be specified. The rates bid shall be in non-descending order. The differential between the highest rate bid and the lowest rate bid shall not exceed three percent (3%). All bids must be for all of the Series 2012A Bonds, must be for not less than \$_____.

Award of the Series 2012A Bonds: The Series 2012A Bonds will be awarded on the basis of true interest cost, determined in the following manner. True interest cost shall be computed by determining the annual interest rate (compounded semi-annually) necessary to discount the debt service payments on the Series 2012A Bonds from the payment dates thereof to the dated date and to the bid price. For the purpose of calculating true interest cost, the Series 2012A Bonds shall be deemed to become due in the principal amounts and at the times set forth in the table of maturities set forth above. In the event two or more qualifying bids produce the identical lowest true interest cost, the winning bid shall be the bid that was submitted first in time on the SpeerAuction webpage.

*Subject to change.

The Underwriter's obligation to purchase the Series 2012A Bonds shall be conditioned upon the Village delivering the Undertaking on or before the date of delivery of the Series 2012A Bonds.

By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the Village in the Series 2012A Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive of and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the Village in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

The successful bidder will be required to furnish, prior to the delivery of the Series 2012A Bonds, a certificate in a form acceptable to Bond Counsel as to the "issue price" of the Series 2012A Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, including the prices at which the first ten percent (10%) of each maturity of the Series 2012A Bonds is sold to members of the general public, excluding underwriters, brokers and dealers.

Series 2012A Bonds will be delivered to the successful purchaser against full payment in immediately available funds as soon as they can be prepared and executed, which is expected to be on or about October 9, 2012. Should delivery be delayed beyond sixty (60) days from the date of sale for any reason beyond the control of the Village except failure of performance by the purchaser, the Village may cancel the award or the purchaser may withdraw the good faith deposit and thereafter the purchaser's interest in and liability for the Series 2012A Bonds will cease.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts, and interest rates of the Series 2012A Bonds, and any other information required by law or deemed appropriate by the Village, shall constitute a "Final Official Statement" of the Village with respect to the Series 2012A Bonds, as that term is defined in the Rule. By awarding the Series 2012A Bonds to any underwriter or underwriting syndicate, the Village agrees that, no more than seven (7) business days after the date of such award, it shall provide, without cost to the senior managing underwriter of the syndicate to which the Series 2012A Bonds are awarded, up to 100 copies of the Final Official Statement to permit each "Participating Underwriter" (as that term is defined in the Rule) to comply with the provisions of such Rule. The Village shall treat the senior managing underwriter of the syndicate to which the Series 2012A Bonds are awarded as its designated agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter executing and delivering an Official Bid Form with respect to the Series 2012A Bonds agrees thereby that if its bid is accepted by the Village it shall enter into a contractual relationship with all Participating Underwriters of the Series 2012A Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

By submission of its bid, the senior managing underwriter of the successful bidder agrees to supply all necessary pricing information and any Participating Underwriter identification necessary to complete the Official Statement within 24 hours after award of the Series 2012A Bonds. Additional copies of the Final Official Statement may be obtained by Participating Underwriters from the printer at cost.

The Village will, at its expense, deliver the Series 2012A Bonds to the purchaser in New York, New York, through the facilities of DTC and will pay for the bond attorney's opinion. At the time of closing, the Village will also furnish to the purchaser the following documents, each dated as of the date of delivery of the Series 2012A Bonds: (1) the unqualified opinion of Chapman and Cutler LLP, Chicago, Illinois, that the Series 2012A Bonds are lawful and enforceable obligations of the Village in accordance with their terms and are payable from ad valorem taxes levied against all taxable property of the Village, except that the rights of the owners of the Series 2012A Bonds and the enforceability of the Series 2012A Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion; (2) the opinion of said attorneys that the interest on the Series 2012A Bonds is exempt from federal income taxes as and to the extent set forth in the Official Statement for the Series 2012A Bonds; and (3) a no litigation certificate by the Village.

The Village intends to designate the Series 2012A Bonds as "qualified tax-exempt obligations" pursuant to the small issuer exception provided by Section 265(b) (3) of the Internal Revenue Code of 1986, as amended.

The Village has authorized the printing and distribution of an Official Statement containing pertinent information relative to the Village and the Series 2012A Bonds. Copies of such Official Statement or additional information may be obtained from Mr. Craig M. Lesner, Chief Financial Officer, Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302 or an electronic copy of this Official Statement is available from the www.speerfinancial.com web site under "Debt Auction Center/Competitive Sales Calendar" from the Independent Public Finance Consultants to the Village, Speer Financial, Inc., One North LaSalle Street, Suite 4100, Chicago, Illinois 60602, telephone (312) 346-3700.

/s/ **CRAIG M. LESNER**
Chief Financial Officer
VILLAGE OF OAK PARK
Cook County, Illinois

/s/ **DAVID G. POPE**
Village President
VILLAGE OF OAK PARK
Cook County, Illinois

OFFICIAL NOTICE OF SALE

\$1,345,000*

VILLAGE OF OAK PARK

Cook County, Illinois

Taxable General Obligation Corporate Purpose Refunding Bonds, Series 2012B

The Village of Oak Park, Cook County, Illinois (the "Village"), will receive electronic bids on the SpeerAuction ("*SpeerAuction*") website address "www.SpeerAuction.com" for its \$1,345,000* Taxable General Obligation Corporate Purpose Refunding Bonds, Series 2012B (the "Series 2012B Bonds"), on an all or none basis between 10:15 and 10:30 A.M., C.D.T., Monday, September 17, 2012. To bid, bidders must have: (1) completed the registration form on the SpeerAuction website, and (2) requested and received admission to the Village's sale (as described below). Award will be made or all bids rejected at a meeting of the Village on that date. The Village reserves the right to change the date or time for receipt of bids. Any such change shall be made not less than twenty-four (24) hours prior to the revised date and time for receipt of the bids for the Series 2012B Bonds and shall be communicated by publishing the changes in the Amendments Page of the SpeerAuction webpage and through *Thompson Municipal News*.

The Series 2012B Bonds will constitute valid and legally binding obligations of the Village payable both as to principal and interest from ad valorem taxes levied against all taxable property therein without limitation as to rate or amount, except that the rights of the owners of the Series 2012B Bonds and the enforceability of the Series 2012B Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

Bidding Details

Bidders should be aware of the following bidding details associated with the sale of the Series 2012B Bonds.

- (1) All bids must be submitted on the SpeerAuction website at www.SpeerAuction.com. **No telephone, telefax or personal delivery bids will be accepted.** The use of SpeerAuction shall be at the bidder's risk and expense and the Village shall have no liability with respect thereto, including (without limitation) liability with respect to incomplete, late arriving and non-arriving bid. Any questions regarding bidding on the SpeerAuction website should be directed to Grant Street Group at (412) 391-5555 x 370.
- (2) Bidders may change and submit bids as many times as they like during the bidding time period; provided, however, each and any bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("TIC") with respect to a bid, when compared to the immediately preceding bid of such bidder. In the event that the revised bid does not produce a lower TIC with respect to a bid the prior bid will remain valid.
- (3) If any bid in the auction becomes a leading bid two (2) minutes prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such bid was received by SpeerAuction. The auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two minutes.
- (4) The last valid bid submitted by a bidder before the end of the bidding time period will be compared to all other final bids submitted by others to determine the winning bidder or bidders.
- (5) During the bidding, no bidder will see any other bidder's bid, but bidders will be able to see the ranking of their bid relative to other bids (i.e., "Leader", "Cover", "3rd" etc.)
- (6) On the Auction Page, bidders will be able to see whether a bid has been submitted.

Rules of SpeerAuction

Bidders must comply with the Rules of SpeerAuction in addition to the requirements of this Official Notice of Sale. To the extent there is a conflict between the Rules of SpeerAuction and this Official Notice of Sale, this Official Notice of Sale shall control.

Rules

- (1) A bidder ("Bidder") submitting a winning bid ("Winning Bid") is irrevocably obligated to purchase the Series 2012B Bonds at the rates and prices of the winning bid, if acceptable to the Village, as set forth in the related Official Notice of Sale. Winning Bids are not officially awarded to Winning Bidders until formally accepted by the Village.
- (2) Neither the Village, Speer Financial, Inc., nor Grant Street Group (the "Auction Administrator") is responsible for technical difficulties that result in loss of Bidder's internet connection with SpeerAuction, slowness in transmission of bids, or other technical problems.
- (3) If for any reason a Bidder is disconnected from the Auction Page during the auction after having submitted a Winning Bid, such bid is valid and binding upon such Bidder, unless the Village exercises its right to reject bids, as set forth herein.
- (4) Bids which generate error messages are not accepted until the error is corrected and bid is received prior to the deadline.
- (5) Bidders accept and agree to abide by all terms and conditions specified in the Official Notice of Sale (including amendments, if any) related to the auction.
- (6) Neither the Village, Speer Financial, Inc., nor the Auction Administrator is responsible to any bidder for any defect or inaccuracy in the Official Notice of Sale, amendments, or Preliminary Official Statement as they appear on SpeerAuction.

*Subject to change.

The discount, if any, is subject to pro rata adjustment if the maturity amounts of the Series 2012B Bonds are changed, allowing the same dollar amount of profit per \$1,000 bond as submitted on the Official Bid Form. The dollar amount of profit must be written on the Official Bid Form for any adjustment to be allowed, and is subject to verification.

The true interest cost of each bid will be computed by SpeerAuction and reported on the Observation Page of the SpeerAuction webpage immediately following the date and time for receipt of bids. These true interest costs are subject to verification by the Village's Financial Advisor, will be posted for information purposes only and will not signify an actual award of any bid or an official declaration of the winning bid. The Village or its Financial Advisor will notify the bidder to whom the Series 2012B Bonds will be awarded, if and when such award is made.

The winning bidder will be required to make the standard filings and maintain the appropriate records routinely required pursuant to MSRB Rules G-8, G-11 and G-32. The winning bidder will be required to pay the standard MSRB charge for Series 2012B Bonds purchased. In addition, the winning bidder who is a member of the Securities Industry and Financial Markets Association ("SIFMA") will be required to pay SIFMA's standard charge per bond.

Each bid shall be accompanied by a certified or cashier's check on, or a wire transfer from, a solvent bank or trust company or a Financial Surety Bond for **TWO PERCENT OF PAR** payable to the Treasurer of the Village as evidence of good faith of the bidder (the "Deposit"). The Deposit of the successful bidder will be retained by the Village pending delivery of the Series 2012B Bonds and all others will be promptly returned. Should the successful bidder fail to take up and pay for the Series 2012B Bonds when tendered in accordance with this Notice of Sale and said bid, said Deposit shall be retained as full and liquidated damages to the Village caused by failure of the bidder to carry out the offer of purchase. Such Deposit will otherwise be applied on the purchase price upon delivery of the Series 2012B Bonds. No interest on the Deposit will accrue to the purchaser.

If a wire transfer is used for the Deposit, it must be sent according to the following wire instructions:

Amalgamated Bank of Chicago
Corporate Trust
One West Monroe
Chicago, IL 60603
ABA # 071003405
Credit To: 3281 Speer Bidding Escrow
RE: Village of Oak Park, Cook County, Illinois bid for
\$1,345,000* Taxable General Obligation Corporate Purpose Refunding Bonds, Series 2012B

The wire shall arrive in such account no later than 30 minutes prior to the date and time of the sale of the Series 2012B Bonds. Contemporaneously with such wire transfer, the bidder shall send an email to biddingscrow@aboc.com with the following information: (1) indication that a wire transfer has been made, (2) the amount of the wire transfer, (3) the issue to which it applies, and (4) the return wire instructions if such bidder is not awarded the Series 2012B Bonds. The Village and any bidder who chooses to wire the Deposit hereby agree irrevocably that Speer Financial, Inc. ("Speer") shall be the escrow holder of the Deposit wired to such account subject only to these conditions and duties: (i) if the bid is not accepted, Speer shall, at its expense, promptly return the Deposit amount to the unsuccessful bidder; (ii) if the bid is accepted, the Deposit shall be forwarded to the Village; (iii) Speer shall bear all costs of maintaining the escrow account and returning the funds to the bidder; (iv) Speer shall not be an insurer of the Deposit amount and shall have no liability except if it willfully fails to perform, or recklessly disregards, its duties specified herein; and (v) income earned on the Deposit, if any, shall be retained by Speer.

If a Financial Surety Bond is used for the Deposit, it must be from an insurance company licensed to issue such a bond in the State of Illinois and such bond must be submitted to Speer prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose deposit is guaranteed by such Financial Surety Bond. If the Series 2012B Bonds are awarded to a bidder using a Financial Surety Bond, then that purchaser is required to submit its Deposit to the Village in the form of a certified or cashier's check or wire transfer as instructed by Speer, or the Village not later than 3:00 P.M. on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the Village to satisfy the Deposit requirement.

The Village covenants and agrees to enter into a written agreement or contract, constituting an undertaking (the "Undertaking") to provide ongoing disclosure about the Village for the benefit of the beneficial owners of the Series 2012B Bonds on or before the date of delivery of the Series 2012B Bonds as required under Section (b)(5) of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Undertaking shall be as described in the Official Statement, with such changes as may be agreed in writing by the Underwriter. The Village represents that it is in compliance with each and every undertaking previously entered into it pursuant to the Rule.

The Underwriter's obligation to purchase the Series 2012B Bonds shall be conditioned upon the Village delivering the Undertaking on or before the date of delivery of the Series 2012B Bonds.

Rating Methodology

Moody's U.S. Public Finance

October 2009

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<i>Vice President - Senior Credit Officer</i>	
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Doug Benton	214-220-4381
<i>Vice President - Senior Credit Officer</i>	

General Obligation Bonds Issued by U.S. Local Governments

Summary

This methodology report provides a detailed explanation of how Moody's evaluates the credit quality of bonds issued by counties, cities, school districts and other special districts in the United States that are backed by the entity's ad valorem taxing power. General Obligation (GO) ratings are forward-looking assessments of relative creditworthiness, based on Moody's analysis of four broad rating factors:

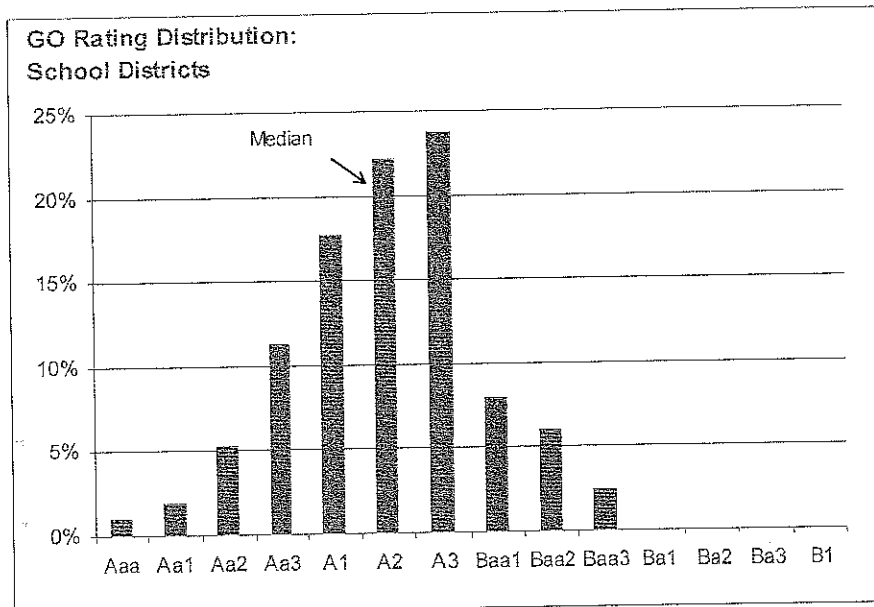
- Economic Strength
- Financial Strength
- Management and Governance
- Debt Profile

Moody's employs a weighted average approach to analyzing these factors to arrive at a rating range. The precise rating is based on a comparison with peers, interactions of the individual factors, and additional considerations that may not adequately be captured within the factors. While this framework is comprehensive, it still may not adequately capture the complex web of economic, financial and political issues that affect a local government's relative creditworthiness. Therefore, some of our general obligation ratings may lie outside the rating range implied by the weighted average approach.



Moody's Investors Service

General Obligation Bonds Issued by U.S. Local Governments



The G.O. rating generally conveys the highest and best security that a state or local government can offer, typically based upon a pledge of its full faith and credit. While local government GO bonds are secured by a pledge to levy property taxes sufficient to pay debt service, the analysis of GO credit quality is not limited to the narrow coverage of debt service by dedicated property taxes. The unconditional nature of this pledge ensures that in most cases all revenue producing powers of the municipality are legally committed to debt repayment. Accordingly, the GO analysis assesses overall financial flexibility and distance to distress, based on a broad evaluation of four rating factors.

METHODOLOGICAL APPROACH

Rating Factors

Moody's rating approach for local government GO bonds includes an analysis of four key rating factors and 16 sub-factors:

I. ECONOMIC STRENGTH

- a. Size and growth trend
- b. Type of economy
- c. Socioeconomic and demographic profile
- d. Workforce profile

II. FINANCIAL STRENGTH

- a. Balance sheet/liquidity
- b. Operating flexibility
- c. Budgetary performance

III. MANAGEMENT AND GOVERNANCE

- a. Financial planning and budgeting
- b. Debt management and capital planning
- c. Management of economy/tax base
- d. Governing structure
- e. Disclosure

General Obligation Bonds Issued by U.S. Local Governments

Analytic Approach

Moody's general obligation bond ratings are forward-looking assessments of an entity's relative credit strength, and reflect our analysis of four rating factors – Economic Condition and Outlook, Financial Position and Performance, Debt Profile, and Management – as measured against a combination of qualitative and quantitative criteria. Each of the four factors is evaluated individually, incorporating unique state and sector attributes; ultimately, the rating outcome reflects a weighting of these assessments according to the following weighting system:

Economic Strength	40%
Financial Strength	30%
Management and Governance	20%
Debt Profile	10%

Economic Strength carries the greatest weight in our assessment of credit quality, as the property tax base is the source of bondholder security and the economy provides the source of leverage to support municipal operations. Moody's tax base analysis incorporates absolute valuation and historic growth rates, a qualitative assessment of the stability of the local economy and the relative socio-demographic strength of the community. Given the diversity and size of the local government sector, we see great variation among local economies with regard to both size and qualitative characteristics. As peer comparisons are an important component of rating committee discussions, economic factors weigh heavily in our determination of the relative credit quality of local governments.¹

An entity's Financial Strength carries the next greatest weight, as a strong financial position can mitigate economic vulnerabilities or, conversely, a weak financial position in an economically vibrant community may signal an inability to leverage a strong tax base. Analysis of financial position and performance includes both a retrospective financial statement analysis, as well as a forecast of future financial flexibility based on a review of the current year's budget document and year to date performance. A strong financial position is highly correlated with the strength of management.

Rating Implications of Limited Tax GO Pledges are Considered on a Case By Case Basis

Most often, the GO security offers the issuer's full faith and credit pledge to levy ad valorem taxes, without limit as to rate or amount, for the timely payment of debt service (an unlimited tax, or GOULT pledge). In some instances, however, the property tax pledge is limited (GOLT). This may occur if taxes levied for debt service are subject to an overall cap on the property tax levy. Alternatively, an issuer may be legally permitted to levy an additional property tax for specific purposes, up to a specified rate or amount, and this additional, limited taxing authority is pledged to secure debt.

A rating distinction of up to two notches below an issuer's general obligation unlimited tax rating (e.g. from A1 to A3) may be applied to reflect the narrower security offered by a GOLT pledge. Moody's assesses the relative strength of unlimited vs. limited tax securities on a case by case basis, considering among other things the legal provisions which protect bondholders' potential claims on tax revenue in the event of a default. We also consider the degree to which a currently levied, limited tax rate is below the legally allowed maximum. Occasionally municipalities issue bonds combining limited tax and unlimited tax debt authorizations; here, the limited tax rating would generally apply.

Moody's also considers additional factors which may mitigate the relative credit weakness of the narrower limited tax security, resulting in a rating assigned to a limited tax issue equivalent to that of the local government's unlimited tax bonds. Mitigating factors often include:

- A strong financial position, including ample general fund reserves and adherence to comprehensive financial policies, which can cushion cyclical declines in property tax revenue or expenditure spikes
- Steady tax base growth which provides property tax revenue necessary to keep pace with expenditure growth

¹ Moody's utilizes a different weighting approach to evaluate state GO credit quality. Our state scorecard over-weights Finance and Management factors (30% each) relative to Debt and Economy factors (20% each). Most striking in comparison to the local government weighting approach is the underweighting of economic factors in the state scorecard. This reflects the lesser degree of variation among state economies as compared with the local government sector, as state economies, by definition, are broad and generally diverse.

General Obligation Bonds Issued by U.S. Local Governments

Subfactor 1.b: Type of Economy

Moody's analysis of a local economy considers its role in the larger regional economy and how this might cushion or exacerbate vulnerability to economic shocks. On the most basic level, Moody's considers the type of economy: is it an urban center, a suburb or a rural area? Is it a residential bedroom community or an industrial, retail or services center? Based on the type of local economy, Moody's will focus its questions and comparisons to include things like commuting patterns, office or retail vacancy rates, or residential building permit activity.

Tax base diversity indicates a local economy's ability to weather fluctuations in a particular sector. With a diverse mix of industries, the impact of downturns in any particular sector may be less pointed. Risk associated with the presence of an industry vulnerable to downturn (i.e., tourism) may be partially mitigated by diversity within the economy, enabling continued growth in the face of a downturn in any one sector. Moody's will determine whether a diverse mix of industries is present to support job growth, tax base stability or growth, and a range of primary revenue streams for a locality. Moody's also considers the stability offered by institutional presences within a local economy. Economies anchored by universities or government presences, such as state capitols, often are better able to weather economic downturns as employment at these institutions tends to benefit from a greater degree of stability than other sectors.

Loss of a major taxpayer or downturn in a particular industry can be especially harmful to a local economy if it represents a major portion of the overall tax base. Apart from hurting ad valorem tax revenue, loss of a major taxpayer may lead to a spike in unemployment and adversely affect the operations of ancillary industries, in turn leading to indirect tax base declines. Moody's considers the assessed valuation of a locality's ten largest taxpayers in order to gauge concentration levels. In addition, concentration within a specific industry, especially vulnerable sectors like automotive manufacturing, will trigger a closer analysis of current operations among the top ten taxpayers. When available, a listing of the total levy generated by each of the top ten taxpayers will provide a clearer picture of the revenue impacts of any concentration. For example, a taxpayer may represent a major concentration of a locality's assessed valuation; however, due to incentives or other arrangements, a taxpayer may comprise a relatively small portion of revenues. Concentration among the top taxpayers also introduces potential risk to sales tax and income tax revenues, as closure or downsizing may affect local income levels, thereby reducing these revenues.

Subfactor 1.c: Wealth and Demographics

A variety of demographic measures offer an indication of the ability of a locality to generate revenue to meet ongoing operational and debt service needs. We look at population trends using data provided by the US Census Bureau as a reflection of overall economic health. Population declines often accompany job losses, concentrating the burden for funding government expenditures within a smaller base of residents. Conversely, we recognize that rapid population growth could tax the resources of a locality as it endeavors to meet the demands for services created by a larger population.

Moody's compares per capita and median family income trends of a community to those of the nation. A community that has higher wealth levels may have relative flexibility to increase property tax rates in order to meet financial needs. Likewise, a wealthier community has greater spending power to sustain sales tax revenue and provide the demand necessary to support growth in the commercial and service sectors. Poverty trends are also considered; these may indicate the degree to which a local government could be strained by certain expenditures, such as those related to social service programs or public safety.

Moody's also considers full value per capita as a rough proxy for wealth. Relatively high full value per capita reflects the property wealth of the population; it may also reflect a concentrated tax base or a seasonal tourism-based economy with a relatively small permanent population. Conversely, a lower full value per capita could reflect the presence of significant tax-exempt property, such as a university, that nevertheless reflects a stable source of local revenue generation.

General Obligation Bonds Issued by U.S. Local Governments

In addition to evaluating financial reserves, Moody's approach also considers the liquidity of the reserves. Solvency refers to having the assets to cover liabilities; however, funds may be solvent but may lack liquidity if non-cash assets do not convert to cash before liabilities are due. As the best defense against short term liquidity risk is cash, Moody's analyzes year-end cash (net of any proceeds of cash flow borrowing) as a percent of operating revenues. A declining net cash position may raise a red flag regarding an entity's financial health, particularly at lower rating levels; or it may suggest use of a municipality's cash for a capital project which may ultimately be reimbursed by the state or from future bond proceeds. We recognize that a mismatch between the timing of local government receipts and disbursements may necessitate issuance of cash flow notes; however, an increasing reliance on cash flow borrowing relative to budget growth is similarly an indicator of financial stress.

Moody's also reviews the financial condition of major internal service funds. In some cases, these funds may hold large reserves and represent another source of operating flexibility. On the other hand, budget pressures in the General and operating funds may be masked by artificially low charges for services provided by the internal service fund, essentially shifting an operating deficit from the General and operating funds to the internal service funds.

Subfactor 2.b: Operating Flexibility

The extent to which government financial managers can exert local control over operating performance is a significant determinant of an entity's ability to maintain a satisfactory distance from fiscal distress. Local governments face inevitable budgetary pressures which may be managed from either the revenue or expenditure side. To the extent an issuer has flexibility to control both revenues and expenditures, financial flexibility will be maximized. Importantly, in addition to considering an issuer's flexibility to increase revenues or reduce expenditures as necessary, Moody's also considers its demonstrated willingness to do so. When an issuer is unwilling to tap available flexibility, the value of that flexibility as a positive credit factor is diminished.

An entity's revenue raising flexibility may be constrained by constitutional or statutory property tax limits, such as property tax levy limits or caps on operating millage or millage increases. Moody's also considers the ability to raise various fees or tax rates without external approval as a factor in assessing revenue raising flexibility. Requirements for voter approval of budgets also limit flexibility, given the potential political resistance to tax increases. Additionally, local governments that rely on local source revenues for the majority of their operating revenues generally have greater control over their financial condition than those entities that are heavily dependent on outside sources such as state aid or other intergovernmental revenues which are prone to reduction during times of state fiscal stress.

Local control over expenditures is also reviewed. A higher proportion of fixed costs, such as debt service or mandated social service expenditures, as a percent of expenditures reduces flexibility to adjust expenditures if revenues fall below expectations. Conversely, funding of non-operating needs from recurring sources, such as financing of capital improvements on a pay-as-you-go basis, enhances flexibility; as these non-essential expenditures may be eliminated in the event of unforeseen budgetary pressures. Flexibility is also impacted to the extent an entity is bound by collective bargaining contracts, which limit control of expenditures; or to the extent it is exposed to enterprise sectors that carries significant operating risk (e.g. county nursing homes, which often require General Fund operating subsidies).

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- Additionally, some limits allow for the local government to exceed or reduce the limitation, often by referendum vote or vote by the governing body, such as the city council, school board, or town meeting.
- Different local governments may have more or less control over raising additional revenues, such as special taxes, fees, and surcharges that could provide alternate revenue raising flexibility.
- Moody's will also consider the political will to use this margin, acknowledging that a significant available margin does not enhance flexibility if political pressures prevent its use. For local governments that have the option to implement overrides or leverage unused margins under existing limitations, a demonstrated willingness by management and the governing body to approve these local actions is key. While there may be political difficulties to enacting such property tax increases, Moody's views the ability to raise sufficient revenues to maintain structural balance in light of a demonstrated willingness.

State and local fiscal oversight

- Some states monitor and enforce local governments' compliance with tax limitations and overall maintenance of fiscal health. Generally, strong oversight at the state or local level is viewed as a positive factor, limiting the likelihood of a local government developing serious financial stress under a property tax limit. Municipalities without periodic oversight or strong local policies could experience unmonitored financial decline that would be further stressed by the inability to rapidly increase property tax revenues under existing limitations.

Expenditure flexibility

- A local government's control over expenditures is also critical in light of the scope of the revenue limitations we are considering.
- An issuer with a higher proportion of fixed costs, such as debt service or mandated social service expenditures, reduces flexibility to adjust expenditures if revenues fall below expectations. Expenditure flexibility is also limited to the extent an entity is bound by collective bargaining contracts.
- Conversely, a larger proportion of more discretionary items, such as the financing of pay-go capital or the existence of enhanced services and other non-essential expenditures that can be reduced or eliminated, provides a degree of flexibility in the event of unforeseen budgetary pressures.

Subfactor 2.c: Budgetary Operations

Moody's evaluates a local government's operating trend to see that financial reserves increase in step with budgetary growth. Additionally, we analyze operating performance to assess structural balance, i.e. the ability to fund recurring expenditures from recurring revenues. Reliance on non-recurring, or "one-shot" revenues, such as proceeds from the sale of assets, windfall delinquent tax collections, or the use of fund balance as a revenue source, leaves the issuer vulnerable should these one-time revenues fail to materialize in the future.

Additionally, revenue structures dependent on economically sensitive revenue sources, such as sales tax or real estate transfer taxes, are dependent on broader economic forces beyond the issuer's control, and pose a risk to budgetary operations. In contrast, property taxes tend to be less volatile, as lags built assessment practices often delay the impact of economic fluctuation. When volatile revenues fund a significant portion of operating costs, Moody's analysts try to gauge how much of the risk is mitigated by management's approach to budgeting for such revenue, what revenue alternatives exist, and what reserve policy is in place to counter

General Obligation Bonds Issued by U.S. Local Governments

costs associated with any new capital construction. Such integrated plans illustrate how a municipality intends to pay for projected service level increases and inflationary budget growth.

By plugging in various economic assumptions, government officials can use these plans to envision their budgetary needs over the near- to medium-term. Officials can "stress test" certain revenue streams – for instance, possibly learning that level state aid funding could be offset by expected property tax revenue growth, allowing for normal expenditure growth even during a state's fiscal crisis. Well constructed plans also identify areas of potential financial flexibility – for example, capital spending that could be reduced or fees that could be increased. In short, multi-year fiscal plans perform two important functions: one, they compel the issuer to develop quantitative contingency plans for various "what if" scenarios; and, two, they provide a road map that shows where the government's management team intends to go over the next several years.

Subfactor 3.b: Debt Management and Capital Planning

Formalized debt planning and debt policies provide bondholders with reassurances that debt burdens and operational debt costs will be kept at manageable levels while ongoing capital needs continue to be met. Debt policies typically specify both target debt burden levels and maximum allowable debt burden levels; the community's borrowing needs over the next five to ten years are then projected against these targets. Also, if an entity plans to issue a portion of their debt as variable rate obligations, or enter into interest rate swaps, it is important for the debt policy to incorporate management's reasons for utilizing these structures, and strategies for minimizing associated risks.

Regularly updated, multi-year capital improvement plans are useful tools in prioritizing and planning for future capital needs, and identifying financing sources for each of the upcoming capital projects. The strongest governmental management teams then incorporate their capital improvement plans into their debt projections and multi-year operating projections – identifying how both debt levels and operating capital expenditures will impact the balance sheet and financial operations. Some management teams adopt policies for their pay-as-you-go financing of capital work, such as earmarking certain revenues (e.g. impact fees) to be diverted annually into pay-go capital spending. Policies may also specify target levels for debt service as a percentage of overall expenditures.

Moody's also evaluates management's ability to cushion against risk related to variable rate debt and derivatives, particularly in light of recent and ongoing volatility in the variable rate debt markets. Here, we consider the frequency of monitoring variable rate debt and swap portfolios, demonstrated response to market changes, budgeting for interest rate volatility, and maintenance of sufficient liquidity in the event of bank bond term-outs or swap terminations.

Subfactor 3.c: Management of Economy/Tax Base

We recognize that, generally, economic performance is the most difficult of the four rating factors for management to control. Nevertheless, monitoring economic performance is an important practice, as economic indicators can cue management to adjust financial or debt policies in order to offset the impacts of an economic downturn or challenge. Strong managers also understand how historical economic trends can be used as a predictor for future economic performance, and can incorporate this analysis into economic forecasts and ultimately, into policy decisions. The successful pursuit by management of effective economic development or redevelopment is generally seen as a positive rating factor, while incentives that lead to uncertain revenues or services that are in excess of development benefits can negatively impact ratings.

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Subfactor 3.e: Disclosure

Full and timely disclosure of financial matters is a basic tenet of a well-functioning capital market system. The strongest management teams have audited or reviewed financial reports prepared annually, generally within six to nine months of the close of the fiscal year. Financial statements that are attested to by an outside firm are viewed as being more reliable than preliminary documents prepared by members of the government's finance department. While Moody's rates the debt of certain issuers that do not publish annual audits (usually, small communities), we generally consider those issuers to have weaker financial reporting practices and, therefore, weaker disclosure practices. The Governmental Accounting Standards Bureau (GASB) creates the accounting principles by which governmental accountants prepare their audited financial statements, and compliance with these standards increases transparency and comparability among issuers (assuming the use of these accounting principles are the norm for the state, with New Jersey's statutory accounting standard as one of several notable exceptions).

Moody's also considers the timeliness of annual budget adoption. Timely budget adoption allows for effective allocation of resources and ensures that government commitments are funded. The budget process allows stakeholders with competing demands on resources to prioritize needs. Management skills are tested when these stakeholders must be brought together, sometimes in a politically charged environment. Inability to adopt a budget in a timely manner may reflect management's failure to achieve consensus concerning a community's goals and priorities. Besides allowing for the uninterrupted provision of government services, to the extent the budget is adopted prior to the start of the fiscal year, the budget provides a basis for tracking financial performance. (Again, New Jersey is a notable exception, where passage of budgets after the start of the fiscal year is the norm and reflects local governments' ability to adopt continuing budgets and mail estimated tax bills, allowing for provision of services and finalization of prior year actual performance to inform the budget process.)

Below Investment Grade Credits Face Range of Challenges

While local government credit quality is generally strong given the broad nature of the general obligation pledge, a number of credits, typically those that are economically distressed or lacking in sound fiscal management, fall below investment grade (i.e., rated below Baa3). This group currently represents only about 0.1% of the 8,200 general obligation ratings maintained by Moody's in the local government sector.

Non-investment grade local government credits tend to display a unique array of credit risks, including significant erosion in the economic base, an extremely weakened financial position, and a limited willingness or ability to resolve these challenges. A trend of structurally imbalanced operations can result in deficit fund balance positions and a growing reliance on cash flow borrowing to provide operating liquidity. Certain of today's stressed credits have failed to benefit from the nation's recent economic expansionary period, leaving them with minimal financial flexibility to weather the current economic recession. Further, many of these credits remain dependent on discretionary allotments of state aid that may decline given weakening state economies.

Moody's places significant emphasis on the adoption and implementation of a reasonable plan to alleviate fiscal distress when evaluating below investment grade credits. These plans often incorporate non-recurring sources to augment reserves, including infusions of extraordinary state aid, deficit reduction bond proceeds or proceeds from the sale of municipal assets. Reviews of below investment grade ratings generally focus on the likelihood of a return to structural balance through recurring revenue enhancement and/or expenditure reductions as well as an established track record of renewed stability, reflecting willingness and ability to maintain any improvements.

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Some states provide assistance to local governments, particularly school districts, for the payment of general obligation debt service. Although, in many cases, these programs have a long track record, the state payments are often subject to annual appropriation. Therefore, Moody's does not generally deduct the portion of general obligation debt expected to be paid with state aid. But, in these situations, analysts will calculate an "adjusted" debt level reflecting expected statement payments and Moody's will consider both the gross and the adjusted debt levels in assigning the rating.

Sample Debt Statement (\$000) by FY	2008
FY End Date	6/30/2008
Source of Debt Data	Audited
General obligation, unlimited tax bonds	14,705
GOULT/Water & Sewer	8,694
General obligation, limited tax bonds	
Unconditional general fund obligations	
Sales tax and other special tax bonds	2,500
State loans	16,267
Lease rental bonds/COPs	
Capital leases	1,182
Assessment debt with government commitment	
Other guaranteed debt	
BANs, capital notes, CP	6,700
Other direct tax supported debt	
Gross direct debt	50,048
Less: Self-supporting GO debt	-8,694
Less: Self-supporting GOLT debt	
Less: Self-supporting lease debt	
Less: Other self-supporting debt	-16,267
Net direct debt	25,087
Overlapping debt	21,853
Overall net debt	46,939
Adjustments	
Adjusted overall net debt	
Net Direct Debt as % of Full Value	1.4
Debt Burden (Overall Net Debt as % of Full Value)	2.2

General Obligation Bonds Issued by U.S. Local Governments

Subfactor 4.d: Other long term commitments and liabilities

Moody's analysis of a municipality's debt profile includes an assessment of the degree to which other non-debt long term commitments, such as pension obligations and other post-employment benefits (OPEB), primarily retiree health benefits, impact the entity's long term flexibility. Moody's views both OPEB and pension obligations as having debt-like characteristics, however, they tend to allow some flexibility to alter the terms of the obligation, such as benefit eligibility requirements. Moody's therefore considers the impact of these obligations in our overall credit assessment of an issuer. Additionally, should a municipality choose to provide funding for these long term liabilities through the issuance of pension obligation bonds or OPEB bonds, those bonds would be included in our debt burden calculations.

Moody's will analyze pension and OPEB funding levels to assess the future impact on an entity's financial operations. We recognize that funding levels naturally will rise and fall as actual experience diverges from actuarial assumptions, as benefits change, or as investment returns fluctuate. In the case of an unfunded pension liability, Moody's will examine the reason that it has arisen and the entity's ability and willingness to address it over a reasonable period of time. When assessing the credit impact of an unfunded OPEB liability, Moody's analysts will also consider assumptions regarding medical costs, as well as issuers' flexibility under relevant statutes or contracts to modify their post-employment health benefit offerings. In either case, a trend of declining funding levels and/or failure to make recommended annual payments would be viewed as negative credit factors.

Pension Obligations Expected to Place Near Term Pressure on Ratings

A broad deterioration in funding levels for public sector pensions is adding to fiscal pressure on some state and local governments and could contribute to negative rating actions for select issuers in the next several years. This reduction in funding levels is largely driven by significant investment losses in pension plans in the range of 20-30% throughout 2008, and early 2009 losses which for some issuers came on top of longer-term demographic pressures. Lastly, the problem for some issuers will be exacerbated by decisions by select governments to defer pension contributions during periods of budgetary stress.

Greater credit stress will be felt by both the government issuers that entered this cycle with marginal funding levels as well as those that face inflexible regulatory or legal pension funding requirements. Despite the recent strong performance of the equity markets since March 2009, asset losses from earlier periods continue to weigh on plan asset valuations. Historically, stock market volatility poses pro-cyclical economic risks. Funding pressure could partially ease if there is continued rapid rise in equity market values and rising rates lead to actuarial reduction in accrued liabilities through application of a higher discount rate.

In evaluating the strength or weakness of a rated issuer's retirement system we begin with a review of the funded ratio to assess the extent to which a government has set aside resources to meet its pension obligations. Our focus is on four key factors: the level of benefits, investment results, reporting assumptions, and the constitutional and legal requirements such as those covering funding levels and funding mandates.

Additionally, we examine the impact of management decisions on the viability of pension programs and the resulting credit implications. These management decisions may include reductions in plan contributions to meet a current budget, whether to under-fund a pension plan, and making a contribution that is less than a municipality's annual pension cost. Other "red flags" that may warn of potential fiscal distress are the changing of actuarial firms or committing limited municipal resources to new pension funding that is deferred until some future date.

General Obligation Bonds Issued by U.S. Local Governments

Appendix A: General Obligation Rating Factors

Moody's methodology for rating U.S. local government general obligation bonds incorporates analysis of the following rating factors and subfactors:

1. Economic Strength (40%)
 - a. Size and Growth Trend
 - i. Tax base size
 - ii. Historic growth trend
 - iii. Future growth potential
 - b. Type of Economy
 - i. Industry concentration
 - ii. Stability
 - iii. Taxpayer concentration
 - c. Socioeconomic and Demographic Profile
 - i. Population trend
 - ii. Poverty level
 - iii. Full value per capita
 - iv. Income
 - d. Workforce Profile
 - i. Unemployment rate
2. Financial Strength (30%)
 - a. Balance Sheet/Liquidity
 - i. General Fund balance as a % of General Fund revenues
 - ii. Liquidity trend
 - b. Operating Flexibility
 - i. Revenue raising flexibility
 - ii. Local control over expenditures
 - c. Budgetary operations
 - i. Trend of structurally balanced operations
 - ii. Exposure to volatile revenue streams
 - iii. Property tax collection rates
 - iv. Exposure to state aid reductions

General Obligation Bonds Issued by U.S. Local Governments

Appendix B: Moody's Rating Definitions**WHAT IS A MOODY'S CREDIT RATING?**

Moody's ratings are intended to provide capital market participants with a framework for comparing the credit quality of debt securities. A credit rating compresses an enormous amount of diverse information into a single symbol. Bonds with the same credit rating, therefore, may be comparable with respect to overall credit quality but may differ with respect to specific credit quality characteristics.

Aaa

Issuers or issues rated Aaa demonstrate the strongest creditworthiness relative to other US municipal or tax-exempt issuers or issues.

Aa

Issuers or issues rated Aa demonstrate very strong creditworthiness relative to other US municipal or tax-exempt issuers or issues.

A

Issuers or issues rated A present above-average creditworthiness relative to other US municipal or tax-exempt issuers or issues.

Baa

Issuers or issues rated Baa represent average creditworthiness relative to other US municipal or tax-exempt issuers or issues.

Ba

Issuers or issues rated Ba demonstrate below-average creditworthiness relative to other US municipal or tax-exempt issuers or issues.

B

Issuers or issues rated B demonstrate weak creditworthiness relative to other US municipal or tax-exempt issuers or issues.

Caa

Issuers or issues rated Caa demonstrate very weak creditworthiness relative to other US municipal or tax-exempt issuers or issues.

Ca

Issuers or issues rated Ca demonstrate extremely weak creditworthiness relative to other US municipal or tax-exempt issuers or issues.

C

Issuers or issues rated C demonstrate the weakest creditworthiness relative to other US municipal or tax-exempt issuers or issues.

Note: Moody's appends numerical modifiers 1, 2, and 3 to each generic rating category from Aa through Caa. The modifier 1 indicates that the issuer or obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

General Obligation Bonds Issued by U.S. Local Governments

General Obligation / Issuer Rating

In most states, the rating assigned by Moody's to the local governments General Obligation Unlimited Tax Bonds or, in the absence of GOULT debt, the Issuer (Implied General Obligation) rating assigned by Moody's. In some states, such as Texas and Nevada, where certain types of local government can only issue General Obligation Limited Tax Bonds, the rating shown is for the issuers GOLT debt.

Median Family Income

Median family income for residents within the boundaries of the local government as reported by the US Census.

Median Family Income as % of State

Median Family Income for the local government divided by Median Family Income for the state in which the local government is located.

Median Family Income as % of U.S.

Median Family Income for the local government divided by Median Family Income for the United States.

Operating Expenditures

Total expenditures for all Operating Funds and debt service funds combined including net transfers out and other uses as reported in the local government's financial statements. In some cases, Operating Expenditures may exclude certain items such as deposits of bond proceeds to refunding escrows which have been included in expenditures or other uses in the financial statements but which have been deemed by Moody's analysts to be non-recurring in nature. Note that when Operating Funds and debt service funds are combined to determine Operating Expenditures, transfers in are netted against transfers out.

Operating Funds Balance as % of Revenues

Total fund balance of all Operating Funds combined as reported in the local governments financial statements divided by Total Operating Funds Revenues.

Operating Funds

Operating Funds consist of the general fund as well as certain Special Revenue Funds that Moody's analysts have determined account for core governmental operations or operations that, in the case of similar local governments, would be accounted for in the general fund. Operating Funds include debt service funds for the calculation of the ratio

Debt Service as a % of Operating Expenditures.

Operating Funds generally do not include debt service funds for calculation of Operating Funds Balance, Operating Funds Balance as % of Revenues and similar ratios.

Overall Net Debt Outstanding (\$000)

Direct Net Debt plus the net debt of all overlapping and underlying units of local government that share the local government's property tax base, apportioned in accordance with property valuation.

Payout, 10 Years

The percentage of current principal outstanding scheduled to be retired in the next 10 years.

Per Capita Income

Per capita family income for residents within the boundaries of the local government reported by the US Census.

General Obligation Bonds Issued by U.S. Local Governments

Unreserved Operating Funds Balance as % of Revenues

Unreserved fund balance of all Operating Funds combined as reported in the local governments financial statements divided by Total Operating Funds Revenues. In some cases, Unreserved Operating Funds Balance reported by Moody's may include certain amounts shown as reserves in the financial statements that Moody's analysts have deemed would be available to meet operating contingencies.

Unreserved, Undesignated General Fund Balance as % of Revenues

Unreserved, undesignated general fund balance as reported in the local governments financial statements divided by Total General Fund Revenues. In some cases, Unreserved, Undesignated General Fund Balance reported by Moody's may include certain amounts shown as reserves or designations in the financial statements that Moody's analysts have deemed would be available to meet operating contingencies.

Unreserved, Undesignated Operating Funds Balance as % of Revenues

Unreserved, undesignated fund balance of all Operating Funds combined as reported in the local governments financial statements divided by Total Operating Funds Revenues. In some cases, Unreserved, Undesignated Operating Funds Balance reported by Moody's may include certain amounts shown as reserves or designations in the financial statements that Moody's analysts have deemed would be available to meet operating contingencies.

C

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

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

Resolution or Ordinance No:

- 1. Ordinance Authorizing The Approval of The Sale of The Residential, Retail And Townhouse Parcels of The Harlem-Ontario Mixed Use Development by WR XXIV, LLC To OPP Apartments LLC.**
- 2. Ordinance Authorizing Acceptance of Title to Certain Real Property**
- 3. Resolution Authorizing the Execution of a Warranty and Repair Agreement**
- 4. Resolution Authorizing the Execution of an Operating Easement Agreement Estoppel Certificate Related to the Harlem Ontario Mixed Use Development.**
- 5. Ordinance Authorizing the Execution of a Certificate of Completion and Partial Termination and Release of the Amended and Restated Redevelopment Agreement and Authorizing the Execution of an Amended and Restated Operating Easement Agreement Related to The Harlem-Ontario Mixed Use Development**
- 6. Ordinance Authorizing and Approving A Certificate of Correction for Plat of Survey and Subdivision for Whiteco Subdivision on the East Side of Harlem Avenue Between Ontario Street and Lake Street**

Date of Board Action: October 1, 2012

Village Manager's Office:



Cara Pavlicek

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

On September 18, 2012, the Village Board discussed the request of Whiteco Residential LLC to approve a contract to sell the Residential, Retail and Townhouse parcels in the Harlem-Ontario Mixed Use Development and pursuant to the Redevelopment Agreement with the Village for the project.

At that meeting there were questions about the proposed release in 2016 of current right of the Village to approve any retail tenant that might replace Trader Joes. Staff subsequently met with representatives of Whiteco Residential LLC and discussed this provision further. It has been clarified that Trader Joes has a current lease through 2018 and two successive options for five year extensions of the lease. As a result of the discussion, Whiteco Residential LLC has proposed a \$100,000 payment to the Village in exchange for the Village's release of its current right to approve any future retail tenant other than Trader Joes after 2016.

Additionally, staff is presenting a sixth item for approval related to the Whiteco property. Specifically, the title company has identified that the correction of two minor scrivener's errors in the plat of subdivision for the development site require Village approval by ordinance.

Attached is the September 18, 2012 Agenda Item Commentary that provides a comprehensive history related to this item.

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

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

Staff recommends approval of the sale and proposes that as a part of the FY13 budget review, the Board should designate the preferred use of \$100,000 payment for a specific public benefit. Staff has identified a number of options for consideration:

- Funding to support the *Wild About Wellness* community based Pioneering Healthy Communities policy change initiative to address the childhood obesity through policy and systems changes; or
- Capital expenditure for public art as recommended by the Public Art Advisory Commission; or
- \$25,000 grant program (funded in 2013, 2014, 2015 and 2016) for business district grants to support programming or special events within business districts that demonstrate a financial need; or
- Capital expenditure for a trellis structure along the Harlem facing wall of the Holley Court Public Parking Garage as conceptually envisioned in the initial western expansion of the garage (but eliminated due to cost concerns).

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)

There is no Village of Oak Park cost associated with this transaction. The Village will receive a real estate transfer tax as a result of this transaction which is deposited into 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 Village can decline approval of the sale, due to the release of the terms identified herein.

Proposed Recommended Action: Approve the necessary ordinances and resolutions.

COPY VILLAGE OF OAK PARK

AGENDA ITEM COMMENTARY

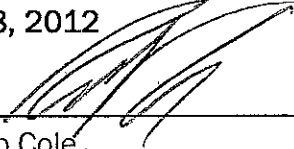
Item Titles: Ordinances and Resolutions Related to the Sale of the Residential, Retail and Townhouse Parcels in the Harlem-Ontario Mixed Use Development (commonly known as the Whiteco Development.)

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3. Ordinance Authorizing Acceptance of Title to Certain Real Property
4. Resolution Authorizing the Execution of a Warranty and Repair Agreement
5. Resolution Authorizing the Execution of an Operating Easement Agreement Estoppel Certificate Related to the Harlem Ontario Mixed Use Development.

Date of Board Action: September 18, 2012

Staff Review:



Rob Cole

Village Manager's Office:



Lisa Shelley

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

In 2004, the Village approved Ordinance 2004-0-60 authorizing Executive of the Amended and Restated Redevelopment Agreement with Whiteco Residential LLC to develop the Harlem-Ontario Mixed Use Development, consisting of a 14 floor residential apartment building, retail space, townhouses, and the expansion of the Holley Court Garage. In 2005, the Village approved Ordinance 2005-0-14 authorizing issuance of a Special Use Perform to allow a Mixed-Use Planning Development.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ordinance Authorizing Acceptance of Title to Certain Real Property.

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

Resolution Authorizing Execution of a Warranty and Repair Agreement.

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

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

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

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

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

Not applicable.

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

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

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

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

Proposed Recommended Action: Approve the necessary ordinances and resolutions.

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

RECITALS:

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

B. Section 12.19 of the RDA provides as follows:

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

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

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

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

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

Section One: The recitals stated above are incorporated herein.

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

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

Section Three: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 1st day of October, 2012 pursuant to roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 1st day of October, 2012

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

ORDINANCE AUTHORIZING ACCEPTANCE OF TITLE TO CERTAIN REAL PROPERTY

FINDINGS

1. The Village of Oak Park took title to certain real property located at 473-483 N. Harlem Avenue, Oak Park, Illinois by way of Special Warranty Deed recorded on December 21, 2009 as Document Number 0935518077, in the office of the Cook County Recorder of Deeds (the "Public Parking Garage.") This property is commonly referred to as the west expansion of the Holley Court garage.

2. That conveyance did not include conveyance of a certain strip of land located west of the Holly Court Garage, as legally described on Exhibit A, attached hereto and made a part hereof (the "Frontage").

3. It is in the best interest of the Village of Oak Park that the Village of Oak Park obtains title to the Frontage.

4. WR XXIV, LLC, the owner of the Frontage, has no need or use for the Frontage and is willing to convey that property to the Village.

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

1. The Village Board adopts the findings, definitions and determination set forth in the preamble.

2. The Village Board authorizes the acceptance of title to the Frontage.

3. The President of the Village Board of Trustees is authorized and directed to take all action necessary to accept title to the Frontage on behalf of the Village.

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

ADOPTED, this 1st day of October, 2012, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

Approved by me this 1st day of October, 2012.

David G Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

THIS INSTRUMENT
PREPARED BY:

Jason Weisler
1000 E. 80th Place
Suite 700 North
Merrillville, IN 46410

After Recording Return To:

Richard F. Friedman
203 North LaSalle St.
Suite 2300
Chicago, IL 60601

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this _____ day of October, 2012, between WR XXIV, LLC, an Indiana limited liability company (as assignee of Whiteco Residential, LLC, an Indiana limited liability company), 1000 E. 80th Place, Suite 700N, Merrillville, Indiana 46410, party of the first part, and THE VILLAGE OF OAK PARK, ILLINOIS, an Illinois municipal corporation, 123 Madison Street, Oak Park, Illinois 60302, party of the second part.

WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to its successors and assigns, FOREVER, all of the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

THAT PART OF LOT 3B IN WHITECO SUBDIVISION, AS SHOWN AND DESCRIBED ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 24, 2009 AS DOCUMENT NO. 0932803062, AND ON CERTIFICATE OF CORRECTION FOR PLAT OF SUBDIVISION RECORDED IN AFORESAID OFFICE ON JULY 9, 2012, AS DOCUMENT NO. 1219131088, LYING SOUTH OF THE NORTH LINE OF LOT 1C AND THE WESTERLY EXTENSION THEREOF, IN SAID WHITECO SUBDIVISION, IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART OF SAID LOT 3B BELOW, AT AND ABOVE THE SURFACE OF THE EARTH, LOCATED WITHIN THE BOUNDARIES OF LOT 1C IN SAID WHITECO SUBDIVISION PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH PREVIOUSLY CONVEYED TO THE PARTY OF THE SECOND PART HEREIN BY SPECIAL WARRANTY DEED RECORDED DECEMBER 21, 2009 AS DOCUMENT NUMBER 0935518077, AS CORRECTED BY CORRECTIVE DEED RECORDED IMMEDIATELY PRIOR HERETO.

PIN # PART OF 16-07-118-061

Address: 473-483 N. Harlem Avenue, Oak Park, Illinois

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, its successors and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said party of the first part will FOREVER WARRANT AND DEFEND title to the premises, with respect to any action the party of the first part may have taken, against all persons lawfully claiming, or to claim the same, by, through or under it, subject to those Permitted Exceptions in Exhibit "A" attached hereto and made a part hereof.

[signatures on following pages]

IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to these presents the day and year first above written.

<p>“Exempt” under provisions of Paragraph E Section 4, Real Estate Transfer Act</p> <hr/> <p>Date Buyer/Seller/Representative</p>	<p>WR XXIV, LLC, an Indiana limited liability company</p> <p>By: Whiteco Residential, LLC, an Indiana limited liability company, its Manager</p> <p>By: _____</p> <p>Name: _____</p> <p>Its: _____</p>
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. Matthew Chambers, personally known to me to be the Executive Vice President of Development and Finance and Treasurer of Whiteco Residential, LLC, an Indiana limited liability company, the Manager of WR XXIV, LLC, an Indiana limited liability company (the “Company”), and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary action of such Company.

Given under my hand and official seal this ____ day of _____, _____.

Notary Public

My commission expires: _____

ACCEPTANCE

This conveyance is accepted by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, after action at a public meeting of the Village Board and whereby the Village Board authorized acceptance of this conveyance by Ordinance Number

_____.

Village of Oak Park, Illinois
a Municipal Corporation

By: _____
David G Pope, Village President

Attest: _____
Teresa Powell, Village Clerk

Resolution Authorizing Execution Of A Warranty And Repair Agreement

BE IT RESOLVED by the President and the Board of Trustees of the Village of Oak Park, Cook County, Illinois, that the Village Manager is hereby authorized and directed to execute a Warranty and Repair Agreement with Whiteco Residential, LLC for repairs to the western expansion of the Holley Court Garage, which Warranty and Repair Agreement will substantially conform to the agreement attached hereto as Exhibit A.

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

ADOPTED this 1st day of October, 2012, pursuant to a roll call vote at follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 1st day of October, 2012.

David Pope
Village President

Attest:

Teresa Powell
Village Clerk

Warranty and Repair Agreement

This agreement is entered into on October 1, 2012, by and between the Village of Oak Park, 123 Madison St., Oak Park, IL, acting through its President and Board of Trustees and Whiteco Residential, LLC (“Whiteco”), 100 East 80th Place, Ste 700 N, Merrillville, IN 46410 for the repair of certain construction defects and warranty items in the west expansion of the Holley Court garage.

Findings

Whiteco caused to be constructed the west expansion of the Holley Court garage, known as the Parking Parcel in the Amended and Restated Redevelopment Agreement for the Harlem-Ontario Mixed Use Development.

The Project was substantially completed in November 2006.

The Village is the owner of the garage.

The Village has identified warranty items and repair items with the construction of the project as identified in this document.

In consideration of the foregoing and in exchange for the Village of Oak Park executing a Certificate of Completion and Partial Termination and Release of the Redevelopment of Harlem-Ontario, which includes the release of Section 12.10 of the Amended and Restated Redevelopment Agreement, Whiteco and the Village agree to enter into this Warranty and Repair Agreement for the completion of repairs to the Parking Parcel at the Harlem-Ontario Mixed Use Development.

1. Whiteco agrees to assign the AIA Standard Form of Agreement between Owner and Contractor, including attachments, to the Village of Oak Park as owner of the Parking Garage Parcel.

2. Whiteco agrees, covenants and warrants that it will:
 - a. Perform structural repairs of certain beams and columns in the Parking Garage Parcel of the Development as identified and in the manner recommended by Wiss, Janney, Elstner Associates, Inc., in a report dated February 17, 2011, or in the manner agreed to by the Village of Oak Park Director of Building and Property Standards; and
 - b. Perform repairs to the cracked masonry at Stairwell No. 4, in the northwest corner in the Parking Garage Parcel Improvements, and to a door flashing in that same stairwell; and
 - c. Perform repairs to the traffic coating of the upper level of the Parking Garage Parcel Improvements in the manner recommended by and/or as directed by the Oak Park Director of Building and Property Standards and/or the Village Engineer; and
 - d. Reimburse the Village in the amount of One Hundred Sixty-One Thousand and 00/100 Dollars (\$161,000) for its actual costs expended for engineering and inspection fees paid to Wiss, Janney, Elstner Associates; and
 - e. Post a \$200,000 cash bond with First American Title company under an escrow agreement acceptable to the Village Attorney and to Whiteco; and
 - f. Disconnect the electric service to the electric heaters and fire alarm in the Shared Emergency Exit Stairs and reconnect the service to the Residential Parcel house meter.
 - g. Verify that the fire alarm connects to the annunciator panel in the Residential Parcel.

3. The Village does not intend by this agreement to waive any other warranties or remedies available to the Village.
4. Capitalized terms not otherwise defined in this agreement shall have the meanings set forth in the Certificate of Completion and Partial Termination and Release of Redevelopment Agreement dated October 1, 2012.


Whiteco Residential, LLC,
an Indiana limited liability company

By: _____
Timothy Connelly, President

Village of Oak Park, Illinois
a Municipal Corporation

By: _____
Cara Pavlicek
Interim Village Manager

REVIEWED AND APPROVED
AS TO FORM

SEP 25 2012

LAW DEPARTMENT

Resolution Authorizing the Execution of an Operating Easement Agreement Estoppel Certificate related to the Harlem Ontario Mixed Use Development

Findings:

The Harlem-Ontario Mixed Use Development, consisting of a 14 floor apartment building, retail spaces, townhouses and an extension of the Holley Court parking garage was constructed or caused to be constructed by Whiteco Residential, L.L.C.; and

Whiteco Residential, L.L.C proposes to transfer title to the Residential, Retail and Townhouse parcels of the development to a new owner, OPP Apartments, LLC. The transfer does not include the Garage Parcel, which is owned by the Village; and

The Development was constructed by Whiteco Residential, L.L.C., pursuant to development documents, including an Operating Easement Agreement, which run with the land and remain recorded against title to the parcels that will be purchased by OPP Apartments LLC; and

OPP Apartments LLC, in order to ensure that the Operating Easement Agreement is not in default in any manner which would be a cloud on their title, has asked the Village to certify that no such defaults exist; and

The Village has negotiated a separate agreement with Whiteco Residential, L.L.C to repair outstanding items at the Garage Parcel such that the statements made in the OEA Estoppel Certificate are correct.

Now Therefore, Be it Resolved by the President and Board of Trustees of the Village of Oak Park, that the Village Manager is authorized and directed to execute an Estoppel Certificate which substantially conforms to the Estoppel Certificate attached hereto as Exhibit A.

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

ADOPTED this 1st day of October, 2012, pursuant to a roll call vote at follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 1st day of October, 2012.

David Pope
Village President

Attest:

Teresa Powell
Village Clerk

OPERATING EASEMENT AGREEMENT ESTOPPEL CERTIFICATE

_____, 2012

OPP Apartments LLC
c/o Cornerstone Real Estate advisers LLC
150 South Wacker Drive
Suite 350
Chicago, Illinois 60606
Attention: John R. Wooton

Re: Operating and Easement Agreement

WR XXIV, LLC, an Indiana limited liability company ("**Owner**") and the Village of Oak Park ("**Village**") are parties to, or successors in interest to parties to, that certain Operating and Easement Agreement dated December 16, 2009 (the "**Agreement**") and recorded in the Recorder's Office of Cook County, Illinois on December 21, 2009, as Document No. 0935518076, and the Amended and Restated Operating Easement Agreement for Harlem Ontario Development. The Agreement burdens certain real property located in the Village of Oak Park, State of Illinois which property is more particularly described in the Agreement (the "**Property**"). Capitalized terms used but not defined herein shall have the meanings given them in the Agreement.

The Village understands that OPP Apartments LLC, a Delaware limited liability company, and 35 West Wacker Partner, LLC, a Delaware limited liability company (collectively, "**Purchaser**") will be purchasing the Property and are relying upon this Estoppel Certificate (this "**Certificate**") in connection with such transaction and would not purchase the Property but for the undersigned's delivery of this Certificate.

With that understanding, the Village of Oak Park hereby represents, warrants and agrees, on behalf of itself and its successors and assigns, for the benefit of the Purchasers, their counsel, their respective lenders, title companies and respective successors and assigns, as follows:

1. The terms and provisions of the OEA, as amended by the Amended and Restated OEA are in full force and effect.

2. No Defaults. To the knowledge of the Village, (i) except as limited by the terms of this paragraph, neither the Owner nor the Property are in default of any covenants, conditions or restrictions imposed on the Owner or the Property, as the case may be, under the Agreement; (ii) the Owner is not in default of any kind under the Agreement; and (iii) there is no event that, with the giving of notice or the passage of time or both would constitute a violation by or default by the Owner under the Agreement. Construction of the Residential, Townhouse and Retail Parcels of the Project has been completed in accordance with the Development Documents. Construction of the Parking Garage Parcel improvements has been completed except for those continuing warranty obligations of Whiteco Residential to the Village with respect to the Parking Garage Parcel which are set forth in a separate warranty and repair agreement between Whiteco and the Village (the "**Warranty and Repair Agreement**"). The Village acknowledges that title to the Parking Garage Parcel has been conveyed to the Village in accordance with the requirements of Section 16.01 of the RDA. The Village and Whiteco acknowledge and agree that (i)

anything in this Certificate to the contrary notwithstanding, the Warranty and Repair Agreement shall remain in full force and effect in accordance with its terms; and (ii) the Warranty and Repair Agreement is a separate obligation of Whiteco which does not run with title to the land and shall not be deemed to be an obligation of any successor owner of all or any portion of the Residential Parcel, Retail Parcel or Townhouse Parcel.

3. Satisfaction of Conditions. To the knowledge of the undersigned, as of the date hereof, each and every covenant, condition and obligation contained in the Agreement required to be performed or satisfied by the Owner has been completed, and the undersigned has no present or pending claims, counterclaims, defenses or rights of offset against Owner under the Agreement except as stated above.

4. Authority. The undersigned signatory is duly authorized to execute this Certificate on behalf of the Village and hereby executes this Certificate as of the date first written above with full knowledge and understanding that the Purchaser, their counsel, their title company and lenders, and their successors and assigns, will rely upon this Certificate in connection with the Purchaser's purchase of the Property.

5. Counterparts. This Certificate may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.

VILLAGE OF OAK PARK, an Illinois
municipal home rule corporation

By: _____
Cara Pavlicek
Village Manager

REVIEWED AND APPROVED
AS TO FORM

SEP 25 2012

VILLAGE CLERK

Attest: _____
Teresa Powell
Village Clerk

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

RECITALS:

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

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

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

WR XXIV, L.L.C has caused the Residential, Retail and Townhouse Improvements to be developed in accordance with the terms of the RDA. The Village is willing to certify their completion, and in exchange for consideration in the amount of

\$100,000 to release certain terms of the RDA as stated in the Certificate of Completion, and Partial Termination and Release of Redevelopment Agreement attached hereto as Exhibit A.

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

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

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

Section One: The recitals stated above are incorporated herein.

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

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

Section Four: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

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

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of September, 2012

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

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

THIS CERTIFICATE OF COMPLETION AND PARTIAL TERMINATION AND RELEASE OF REDEVELOPMENT AGREEMENT ("**Certificate**") is entered into on October 1, 2012, by and between the Village of Oak Park, an Illinois municipal corporation and home rule unit of local government (the "**Village**") and WR XXIV, LLC, an Indiana limited liability company ("**Developer**"), pursuant to Section 15.05 of the Amended and Restated Development Agreement for Harlem-Ontario Mixed-Use Development by and between the Village and Whiteco Residential, LLC, an Indiana limited liability company ("**Whiteco Residential**") dated November 15, 2004 (the "**RDA**").

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

Recitals

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

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

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

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

Certifications and Agreements

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

6. Upon execution of this Certificate, the RDA shall terminate, except for those terms set forth on Exhibit B attached hereto, and provided that nothing herein shall be deemed to terminate or release that certain Operating and Easement Agreement dated December 16, 2009 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 21, 2009 as Document No. 0935518076, as it may be amended from time to time (the "OEA").
7. The parties acknowledge and confirm that the provisions of the Development Documents set forth on Exhibit B attached hereto, are hereby modified as set forth in Exhibit B, and as so modified, are the only provisions which are intended to and shall run with the land, extend into the future and remain in full force and effect.
8. This Certificate binds the parties and their successors and shall run with the land.
9. This Certificate has been approved by the President and Board of Trustees of the Village of Oak Park pursuant to Ordinance 2012 O _____, dated October 1, 2012, a copy of which is attached hereto as Exhibit C.
10. Nothing in this Certificate is intended to modify or supersede the terms of the OEA.
11. WR XXIV, LLC certifies that the individual signing below is fully authorized to bind the entity.

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

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

By: _____

Name: David G. Pope

Title: Village President

Attest: _____

Name: Teresa Powell

Title: Village Clerk

WR XXIV, LLC,
an Indiana limited liability company

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

By: _____
Name: _____
Title: _____

Acknowledgements

Acknowledgement—Village

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

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

Notary Public

My Commission Expires: _____

Acknowledgement—Developer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

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

Notary Public

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOTS 1A, 1B, 1C, 2A, 2B, 3A, 3B, 4, 5, 6A AND 6B IN WHITECO RESUBDIVISION, AS SHOWN AND DESCRIBED ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 24, 2009, AS DOCUMENT NO. 0932803062, AND ON CERTIFICATE OF CORRECTION FOR PLAT OF SURVEY RECORDED IN THE AFORESAID OFFICE ON JULY 9, 2012, AS DOCUMENT NO. 1219131088, AND BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

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

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

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.19. Ownership and Management. The Townhouse, Residential and the Retail Parcels may be separated and sold individually at the discretion of the Developer. Notwithstanding anything contained herein to the contrary, any such conveyance shall be subject to those provisions of Section 12.17 of this RDA which survive as expressly provided in this Certificate. If the Residential Parcel is brought under the jurisdiction of the Illinois Condominium Act (subject to the rental term restrictions contained in this RDA), then the Developer or its successor in interest who is selling the individual units shall pay to the Village, at the closing of the units, a fee equal to the product of (X) \$6,896,247.43 (being 75% of the original cost of the Parking Garage Project of \$9,194,996.58), divided by (Y) 459 (being the total number of parking spaces in the Parking Garage), multiplied by (Z) the actual number of Mandatory Residential Parking Spaces rights being transferred to condominium unit owners. This compensation to the Village shall be considered a fair estimate of the fair market value of its parking rights under the OEA as of that date. The new owners of the parking rights shall enjoy the perpetual rights to the Mandatory Residential Parking Spaces in the same manner as the Developer, and will still be required to comply with the quarterly payments to the Village under the same terms contained herein and shall be accorded all the rights provided to the Developer hereunder for the use of the Mandatory Residential Parking Spaces and the Requested Parking Spaces.

Any retenanting of the Retail Parcel after a sale or after the termination of a lease contemplated herein for that Parcel shall comply with the requirements as established by

the Village for the Downtown Business District and shall be subject to Section 5.01.C (Retail Parcel), subject to the limitations of survival of such Section 5.01.C as provided herein.

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

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

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

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

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

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

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

Section 19.07 Intentionally Deleted.

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

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

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

If to Village: VILLAGE OF OAK PARK
123 Madison Street
Oak Park, Illinois 60302
Attention: Village Manager
708/383.6400

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

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

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

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

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

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

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

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

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

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

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

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

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

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

art and permission to the Village to enter upon the Property for the placement of, construction, inspection, maintenance and replacement of such public art. All responsibilities for the design, construction, placement, replacement and maintenance of such public art shall be that of the Village.

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

EXHIBIT C

APPROVING ORDINANCE

[See Attachment]

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

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HARLEM-ONTARIO DEVELOPMENT

AMENDED AND RESTATED

OPERATING AND EASEMENT AGREEMENT

THIS AMENDED AND RESTATED OPERATING AND EASEMENT AGREEMENT (this "Agreement") is made and entered into as of October 1, 2012 by **WR XXIV, LLC**, an Indiana limited liability company, ("Whiteco"), as assignee of **Whiteco Residential, L.L.C.**, an Indiana limited liability company ("Original Declarant"), and the **Village of Oak Park**, an Illinois municipal corporation and home rule unit of local government ("Parking Garage Parcel Owner" or "Village").

RECITALS:

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

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

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

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

(E) On December 2, 2002, Whiteco Residential, L.L.C. and the Village entered into a Redevelopment Agreement containing terms governing the redevelopment of the Property. On November 15, 2004, Whiteco and the Village entered into an Amended and Restated Redevelopment Agreement, authorized by Ordinance 2004 O 60, which Amended and Restated Redevelopment Agreement was further amended by a Modification Agreement executed on March 7, 2005 and approved by Village Ordinance 2005 O 13. For purposes of this document, the Amended and Restated RDA, as modified by the Modification Agreement will be referred to as the "RDA" or the "Redevelopment Agreement".

(F) The plan for redevelopment includes the construction of one or more buildings containing four separate Parcels as follows: (i) a retail parcel, which is more clearly defined in the Redevelopment Agreement under the term "Retail Project", known as "Retail Parcel", and which has the same definition as "Retail Project" in the Redevelopment Agreement and is legally described on **Exhibit B**, attached hereto and made a part hereof; (ii) a public parking garage, which is more clearly defined in the Redevelopment Agreement under the term "Parking Garage Project", and known as "Parking Garage Parcel", which has the same definition as "Parking

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

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

(H) Pursuant to the terms of the Redevelopment Agreement, Whiteco caused the entire Project to be developed.

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

(J) The Parking Garage Parcel is a multi-level parking structure sufficient in size to contain up to approximately four hundred fifty (450) parking spaces for passenger vehicles of which 200 parking permits for spaces known as the “Residential Parking Spaces” are allocated for the use of the Residential Parcel. The Parking Garage Parcel does not include the parking spaces at grade, which are part of the Retail Parcel. The remaining parking spaces are for use by the public, including patrons and employees of the Retail Parcel, and available to tenants of the Residential Parcel as additional Requested Parking Spaces. The Parking Garage Parcel also includes entrance and exit ramps to and from grade level and stairways and elevator shaft enclosures for elevators providing vertical transportation and entrance and exit ramps to and from the Holley Court Garage. The Parking Garage Parcel is substantially in accordance with the plans and specifications described in the PD for the Parking Garage Parcel. The plans and specifications are more clearly defined in the Redevelopment Agreement as the “Plans.”

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

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

necessary for the operation and use of the Residential Parcel, the Retail Parcel, the Townhouse Parcel and the Parking Garage Parcel.

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

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

ARTICLE 1

DEFINITIONS

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

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

ALTERATIONS - As defined in Section 13.1(A).

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

ASSESSOR - The Assessor of Cook County, Illinois.

AWARD - As defined in Section 12.1.

COMMON WALLS, FLOORS AND CEILINGS - Means all construction elements (including, without limitation, Structural Supports) which are located at or adjacent to the boundaries between any two Parcels and which form the dividing walls, floors and ceilings between the Improvements located on or within any Parcel and the Improvements located on or within any adjacent Parcel.

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

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

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

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

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

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

CONSTRUCTION OBJECTIVES - As defined in Section 18.1.

CONSUMER PRICE INDEX - The Consumer Price Index U.S. City Averages for Urban Wage Earners and Clerical Workers, All Items (Base Index Year 1982-84=100) published from time to time by the United States Department of Labor, Bureau of Labor Statistics. If such index is changed so that the base year of such index changes, the index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the manner in which the Consumer Price Index is determined by the Bureau of Labor Statistics shall be substantially revised, other than a change in the base index year, an adjustment shall be made by the Owners in such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if such Consumer Price Index had not been so revised. If the Consumer Price Index becomes unavailable to the public because publication is discontinued, or otherwise, or if equivalent data is not readily available to enable the Owners to make the adjustment referred to in the preceding sentence, then the Owners will substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or, if no such index is available, then a comparable index published by a university, a major bank or other financial institution or a comparable and recognized financial publication.

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

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

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

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

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

ESTOPPEL CERTIFICATE - As defined in Section 14.1.

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

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

IMPACTED OWNERS - As defined in Section 6.2.

IMPOSITIONS - All taxes and other governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against the Property, the Project or the Improvements, or any part thereof or any interest therein, including, without limiting the generality of the foregoing, all general and special real estate taxes and assessments (including, but not limited to, special assessments and special service area taxes) or taxes assessed specifically in whole or in part in substitution of general real estate taxes or assessments, any taxes levied or a charge upon the rents, revenues or receipts therefrom which may be secured by a lien on the interest of an Owner therein, all ad valorem taxes lawfully assessed upon the Project, the Improvements or any interest therein, all utility and other charges incurred by an Owner in the operation, maintenance, use, occupancy and upkeep of the Property, the Project, the Improvements or any interest therein, and any other charges lawfully made for improvements that may be secured by a lien on any portion of the Property or Project.

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

INDEMNIFYING OWNER - As defined in Section 6.1.

INDEMNITEE - As defined in Section 6.1.

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

LIENING OWNER - As defined in Section 6.2.

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

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

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

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

MORTGAGE - As defined in Section 16.11(A).

MORTGAGEE - As defined in Section 16.11(A).

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

OBJECTING PARTY - As defined in Section 13.1(B)(v).

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

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

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

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

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

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

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

PRIOR LIEN - As defined in Section 10.1.

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

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

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

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

PD - As defined in Recital G.

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

REDEVELOPMENT AGREEMENT - That certain redevelopment agreement executed by and between the Village and Whiteco Residential L.L.C., as amended by the First Amendment dated January 21, 2003, and further amended by the Amended and Restated Redevelopment Agreement dated November 15, 2004, and further amended by the Modification to Amended RDA dated March 7, 2005, recorded with the Recorder on May 24, 2006 as Document No. 0614426135, and as further amended from time to time. In the event of a conflict between the provisions of this Agreement the provisions of the Redevelopment Agreement, the provisions of this Agreement shall control.

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

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

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

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

RESIDENTIAL PARKING SPACES - As defined in Recital J.

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

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

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

RETAIL PARKING SPACES - [Reserved]

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

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

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

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

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

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

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

VILLAGE - As defined in the preamble of this Agreement.

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

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

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

ARTICLE 2

EASEMENTS IN FAVOR OF THE RETAIL PROPERTY

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

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

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

(c) A non-exclusive easement permitting encroachments in the event and to the extent that, by reason of the original construction, any construction between the date of original construction and the date hereof or any additional construction, reconstruction or replacement of

any part of the Project or the subsequent settlement or shifting of any part of the Project, any part of the Retail Parcel Improvements encroaches or shall hereafter encroach upon any part of the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel. Such easement permitting encroachments shall exist only as long as the encroaching portion of the Retail Parcel Improvements continue to exist.

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

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

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

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

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

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

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

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

2.2 **Limitations.** Each easement created under this Article 2 which provides or requires, for its enjoyment, ingress and egress on, over, across or through the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel shall be subject (except in an Emergency Situation) to such reasonable limitations as the owner of the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel may, from time to time after consultation

with the Owner of the Retail Parcel, impose with respect to the establishment of limited paths of ingress and egress and limited hours of the day or days of the week during which such Easements may be used to prevent any unreasonable interference with the use and operation of the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel and in order to assure the reasonable security of the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel; provided, however, that any such limitations shall not preclude or unreasonably restrict enjoyment or exercise of any such Easement and provided further that Section 2.1(d) shall not be subject to any such limitation.

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

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

2.5 **Ingress, Egress and Parking.**

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

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

2.6 **Utilities.**

Nonexclusive easements are hereby granted and reserved for the Retail Parcel in, to, under, over, upon, through and about portions of the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel for utility purposes, including the right to install, lay, maintain, repair, and replace electrical conduits, wires and equipment, water mains and pipes, sewer lines, gas mains, wires and equipment and cables for transmission of telephone, television or other electrically transmitted information in the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel within the areas therefor as shown on the Plat of Subdivision or in such areas as are reasonably agreed to by the respective Owners. If at any time, it shall become

necessary to relocate or add to utility easements other than as shown in the Plat of Subdivision in order to provide utility service to the Retail Parcel, the respective Owners agree to grant such additional or relocated utility easements (at such location mutually agreed to by the respective Owners), provided (i) such easements do not unreasonably interfere with the reasonable use and enjoyment of the respective Parcels for the purposes for which the respective Parcel Improvements were initially designed and constructed, (ii) the respective Owners shall not be required to grant any easement which would convert otherwise available rentable space to such use, unless such relocation or additional easement is required by law and no other space is reasonably available, and (iii) the Retail Parcel Owner shall compensate the respective Owners for each portion of their respective Parcel Improvements which are affected for any damages, costs or expenses incurred by such Owner, including lost revenues in the case of a conversion of otherwise available rentable space or damages for breach of any lease, license or other agreement. Any such new or relocated utilities shall be designated on the Plans and, if necessary, the Plans shall be revised, acknowledged by the Owners and incorporated as an amendment to this Agreement.

ARTICLE 3

EASEMENTS IN FAVOR OF RESIDENTIAL PARCEL

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

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

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

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

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

(e) A non-exclusive easement for ingress and egress and maintenance, for persons, material and equipment over, on, across and through the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel to the extent reasonably necessary to permit the construction, maintenance, repair, replacement, restoration or reconstruction of the Residential Parcel and Facilities, or to the extent reasonably necessary to exercise the easements set forth in this Section 3.1.

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

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

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

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

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

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

3.2 **Limitations.** Each easement created under this Article 3 which provides or requires, for its enjoyment, ingress and egress on, over, across or through the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel shall be subject (except in an Emergency Situation) to such reasonable limitations as the owner of the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel may, from time to time after consultation with the Owner of the Residential Parcel, impose with respect to the establishment of limited paths of ingress and egress and limited hours of the day or days of the week during which such Easements maybe used to prevent any unreasonable interference with the use and operation of the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel and in order to assure the reasonable security of the Residential Parcel; provided, however, that any such limitations

shall not preclude or unreasonably restrict enjoyment or exercise of any such Easement and provided further that Section 3.1(d) shall not be subject to any such limitation.

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

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

3.5 **Ingress, Egress and Parking.**

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

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

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

3.6 **Utilities.**

Non-exclusive easements are hereby granted and reserved for the Residential Parcel in, to, under, over, upon, through and about the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel for utility purposes, including the right to install, lay, maintain, repair and replace electrical conduits, wires and equipment, water mains and pipes, sewer lines, gas mains, wires and equipment and cables for transmission of telephone, television or other electrically transmitted information in the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel within the areas therefor as shown on the Plat of Subdivision or in such areas as are reasonably agreed to by the respective Owners. If, at any time, it shall become necessary to relocate or add to utility easements other than as shown in the Plans in order to provide utility service to the Residential Parcel, then the Owners of the Parking Garage Parcel, the Townhouse

Parcel and/or the Retail Parcel agree to grant such additional or relocated utility easements (at such location mutually agreed to by respective Owners) provided (i) such easements do not unreasonably interfere with the reasonable use and enjoyment of the respective Parcels for the purposes for which the respective Parcel Improvements were initially designed and constructed, (ii) the respective Parcel Owners shall not be required to grant any easement which would convert otherwise available rentable space to such use, unless such relocation or additional easement is required by law and no other space is reasonably available, and (iii) the Residential Parcel Owner shall pay the respective Owners for any actual damages, costs and expenses incurred by the such respective Owners including lost revenues in the case of a conversion of otherwise available rentable space or damages for breach of any lease, license or other agreement. Any such new or relocated utilities shall be designated on the Plans and, if necessary, the Plans shall be revised, acknowledged by the Owners and incorporated as an amendment to this Agreement.

ARTICLE 4

EASEMENTS IN FAVOR OF TOWNHOUSE PARCEL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 **Utilities.**

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

ARTICLE 5

EASEMENTS IN FAVOR OF PARKING GARAGE PARCEL

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

(a) A non-exclusive easement in and to all structural members, footings, caissons, foundations, columns and beams and any other supporting components located in or constituting

a part of the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel for the support of (i) the Parking Garage Parcel Improvements and (ii) any Facilities located in the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel with respect to which the owner of the Parking Garage Parcel is granted an easement under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.5 **Utilities.**

Non-exclusive easements for utility purposes are hereby reserved and granted for the Parking Garage Parcel, in, to, under, over, upon, through and about the Retail Parcel, the Residential Parcel and/or the Townhouse Parcel, including the right to install, lay, maintain, repair, and replace electrical conduits, wires and equipment, water mains and pipes, sewer lines, gas mains, wires and equipment and cables for transmission of telephone, television or other electrically transmitted information in the Retail Parcel, the Residential Parcel and/or the

Townhouse Parcel within the areas therefor as shown on the Plat of Subdivision, or in such areas as are reasonably agreed to by the respective Owners. If at any time, it shall become necessary to relocate or add to utility easements other than as shown on the Plat of Subdivision in order to provide utility service to the Parking Garage Parcel, the respective Owners agree to grant such additional or relocated utility easements (at such location mutually agreed to by the respective Owners and the Village), provided (i) such easements do not unreasonably interfere with the reasonable use and enjoyment of the respective Parcels for the purposes for which the respective Parcel Improvements were initially designed and constructed, (ii) the respective Owner shall not be required to grant any easement which would convert otherwise available rentable space to such use, unless such relocation or additional easement is required by law and no other space is reasonably available, and (iii) the Parking Garage Parcel Owner shall pay the Owner of the respective Improvements which are affected for any actual damages, caused to the respective Improvements as a result of such relocation, costs, expenses and lost revenues in the case of a conversion of otherwise available rentable space or damages for breach of any lease, license or other agreement. Any such new or relocated utilities shall be designated on the Plans and, if necessary, the Plans shall be revised, acknowledged by the Owners and incorporated as an amendment to this Agreement.

ARTICLE 6

INDEMNIFICATIONS; LIENS; COMPLIANCE WITH LAWS; ZONING; PARKING

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

6.2 **Liens.** Each Owner (hereinafter in this Section 6.2, the "Liening Owner") shall remove, within thirty (30) days after the filing thereof, any mechanics', materialmen's or any other similar lien arising by reason of the Liening Owner's act or acts of its agents and contractors or any work or materials which it or its agents or contractors has ordered (A) on the other Owners' respective portions of the Project, or (B) on its own portion of the Project, if the existence or foreclosure of such lien on its own portion of the Parcel would adversely affect any Easement benefiting the other Owners (such other Owners in (A) or (B) shall be referred to in this Section as the "Impacted Owners"). The Liening Owner shall not be required to remove

such lien within thirty (30) days after its filing if: within such thirty (30) day period, (A) such lien cannot be foreclosed, and (B) the Liening Owner (i) shall diligently proceed in good faith to contest such lien by appropriate proceedings and shall give written notice to the Impacted Owners of its intention to contest the validity or amount of such lien and (ii) shall deliver to the Impacted Owners, at the Impacted Owners' option, either: (a) cash or a surety bond from a responsible surety company reasonably acceptable to the Impacted Owners in an amount equal to one hundred fifty percent (150%) of the lien claim and all interest and penalties then accrued on such lien claim or such greater amount as reasonably may be required to assure payment in full of the amount claimed plus all penalties, interest and costs which may thereafter accrue by reason of such lien claim or (b) other security or indemnity reasonably acceptable to the Impacted Owners' title insurance company and the Impacted Owners. In any case, a Liening Owner must remove or release such lien prior to its foreclosure. In the event the Liening Owner fails to comply with the foregoing provisions of this Section, such Liening Owner shall become a Defaulting Owner, and the Impacted Owners shall become Creditor Owners and may take such actions as the Creditor Owners may deem necessary to defend against or remove such lien. The Creditor Owners shall be entitled to payment from the Defaulting Owner for all costs and expenses (including reasonable attorneys' fees) paid or incurred by the Creditor Owners in defending against, removing or attempting to defend against or remove such lien and may use any security delivered to the Creditor Owners for such purposes and for any other damages from the Defaulting Owner's breach under this Section.

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

compliance to occur by taking all appropriate steps to cure such noncompliance. The Creditor Owners shall be entitled to reimbursement within thirty (30) days after demand from the Defaulting Owner for all costs and expenses (including reasonable attorneys' fees) incurred by the Creditor Owners in connection with causing any such compliance to occur plus interest on any such sums not paid within thirty (30) days after demand at the prime rate of interest published from time to time by the Wall Street Journal.

6.4 Zoning, Use.

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

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

6.5 Parking for Residential Parcel.

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

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

(C) So long as the Residential Parcel Improvements are in existence and operating and for such period of reconstruction and/or rehabilitation specified in Sections 2.2 (D) and 3.2 (D), the Parking Garage Parcel Owner shall not issue permits for parking in the Parking Garage

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

ARTICLE 7

REAL ESTATE TAXES

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

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

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

Defaulting Owner, pay such tax or charge, or share thereof, together with any interest and penalties thereon, and the Defaulting Owner shall, upon demand, reimburse the Creditor Owners for the amount of such payment, including the amount of any interest or penalty amounts that accrued thereon.

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

ARTICLE 8

INSURANCE

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

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

(B) **Public Liability.** The Parcel Owners shall each (1) insure against public liability claims and losses on a comprehensive or commercial general liability form of insurance with broad form coverage endorsements covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon or about their respective Parcel, or as a result of its operations thereon (including contractual liability covering obligations created by this Agreement including, but not limited to, those indemnity obligations contained in this Agreement), and (2) maintain automobile liability insurance for owned, non-owned and hired vehicles, each coverage in such amounts as may be required by Law and as may from time to time be carried by prudent owners of first-class commercial or public parking garage buildings (as the case may be) in the greater Chicago area, but in all events for limits, as to each Owner and its Parcel, of not less than \$1,000,000 each occurrence and \$2,00,000 aggregate for personal and bodily injury or property damage with an amount not less than \$5,000.000 umbrella coverage. Each of the other Owners and any property manager of such Owner's Parcel shall be "additional insureds" under such policy as it applies to the insuring Owner's Parcel.

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

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

8.2 **Insurance Provision.** Insurance policies required by Section 8.1 shall be purchased from reputable and financially responsible insurance companies, taking into consideration the nature and amount of insurance required, who shall hold a current Policyholder's Alphabetic and Financial Size Category Rating of not less than A/VII (or such lesser rating as the Owners and Mortgagees may agree) according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service; provided, however, if the Parking Garage Parcel is owned by the Village, the Village may insure the Parking Garage Parcel as required by Section 8.1 through the Village's self-insurance program. Insurance certificates evidencing the insurance to be required by each Owner pursuant to this Article 8 shall be furnished to each of the other Owners not later than the date of this Agreement.

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

use by the insurance industry. Notwithstanding anything to the contrary contained in this Article 8, all or any portion of the insurance required to be maintained by the Residential Parcel Owner, the Townhouse Parcel Owner, or the Retail Parcel Owner pursuant to this Article 8 may be maintained by the Permittees (including tenants) thereof; provided, however, that any Person who maintains such insurance shall do so in accordance with the requirements of this Article 8.

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

8.5 **Waiver.** Provided that such a waiver does not invalidate the respective policy or policies or diminish or impair the insured's ability to collect under such policy or policies or unreasonably increase the premiums for such policy or policies unless the party to be benefited by such waiver pays such increase, and without limiting any release or waiver of liability or recovery contained elsewhere in this Agreement, each Owner hereby waives all claims for recovery from the other Owners for any loss or damage to any of its property insured (or required to be insured under this Agreement) under valid and collectible insurance policies to the extent of any recovery collectible (or which would have been collectible had such insurance required under this Agreement been obtained) under such insurance policies exclusive of any deductible amounts.

ARTICLE 9

MAINTENANCE AND REPAIR; DAMAGE TO THE IMPROVEMENTS

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

9.2 **Damage Affecting Only One or More Parcel Improvements.** If any portion of the Project is damaged by fire or other casualty and (A) if such damage occurs within only one or more specific Parcels, then (subject to the written approval of the Mortgagee of the specific Parcel Improvements, as to damage occurring on the specific Parcel Improvements, if said approval is required pursuant to the respective mortgage) any such damage shall be repaired and restored by the Owner of the portion of the Project in which any such damage occurs. If at any time any Owner so obligated to repair and restore such damage shall not proceed diligently with any repair or restoration adversely and materially affecting an Easement in favor of the other Owner or Owners then (i) the Creditor Owners may give written notice to the Defaulting Owner specifying the respect or respects in which such repair or restoration is not proceeding diligently and, if upon expiration of ten (10) days after the receipt of such notice, any such work of repair or restoration is still not proceeding diligently, then the Creditor Owners may perform such repair and restoration and may take all appropriate steps to carry out such repair and restoration; or (ii) in an Emergency Situation the Creditor Owners may immediately perform such repair or restoration and may take all appropriate steps to carry out such repair and restoration. The Creditor Owners shall be entitled to reimbursement from Defaulting Owner upon demand for all costs and expenses incurred by Creditor Owners and Defaulting Owner, upon demand, and shall reimburse the Creditor Owners for all such amounts. Repair and restoration under this Section 9.5 shall constitute Alterations, except that the Owner performing the repair and restoration shall not be required to obtain the other Owners' consent if such consent would not otherwise be required under Article 12, and Section 12.1(E)(iii) shall not apply.

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

(A) **Maintenance and Repair.**

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

2. The Owners of the Townhouse Parcel and Retail Parcel shall reimburse the Owner of the Residential Property its prorata share of those portions of the operations, including common utilities and cost and expense of the repair and maintenance of those elements of the Residential Parcel limited to the loading dock, the service corridor on the first floor, mechanical room, telecommunication and electrical rooms, trash room, utility vaults and other similar appurtenances and Facilities, hereinafter "Residential Shared Maintenance Facilities", as

provided in this Agreement. Such pro rata share, together with such interest thereon and cost of collection thereof, is hereinafter provided, shall be a charge and a continuing lien upon the Townhouse Parcel and Retail Parcel.

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

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

(B) **Budget.**

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

2. If said annual assessments prove inadequate for any reason, the Owner of the Residential Parcel may charge the deficiency against the existing reserves, or levy a further assessment. The Owner of the Residential Parcel shall serve notice for such further assessment on the Owners of the Townhouse Parcel and Retail Parcel by a statement in writing showing the amount due and reasons therefor, and such further assessments shall become effective with the

monthly installment which is due more than ten (10) days after delivery or mailing of such notice of further assessment.

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

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

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

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

(F) **No Waiver**. No Owner may waive or otherwise escape liability for assessment provided for herein by non-use of the Residential Shared Maintenance Facilities or abandonment of its Property. Any claim by the Owner of the Townhouse Parcel and/or Retail parcel against

the Owner of the Residential Parcel shall be by a separate action and shall not be used as a defense or counterclaim to an action to collect assessments.

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

9.4 **Maintenance and Repair by Owner of Parking Garage Parcel.** The Owner of the Parking Garage Parcel shall keep all areas within the Parking Garage Parcel, including the parking areas (excluding the at-grade parking for the Retail Parcel), elevators, elevator shafts, elevator vestibules, and stairwells used by the Residential Parcel and the Parking Garage Parcel, located therein in good and safe order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about the Parcel, necessary to keep the Parking Garage Parcel in a safe first-class working order and condition.

ARTICLE 10

LIENS, DEBTS, INTEREST AND REMEDIES

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

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

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

10.4 **Interest Rate.** Interest shall accrue on sums owed by a Defaulting Owner to a Creditor Owner and shall be payable from the date any such sum first became due under this Agreement until paid in full, at a rate of interest equal to the lesser of: (a) the floating rate which is equal to three percent (3%) per annum in excess of the annual rate of interest from time to time announced by LaSalle Bank National Association at Chicago, Illinois or any successor as its corporate base, prime or reference rate of interest or (b) the then maximum lawful rate of interest in Illinois applicable to the capacity of the Defaulting Owner and the nature of the debt. In the event a corporate base, prime or reference rate of interest is not announced or is not available, and no maximum lawful rate applies, then interest shall accrue at the annual rate of eighteen percent (18%).

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

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

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

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

10.9 **Self Help.** If any Owner fails to perform any non-monetary obligation hereunder within thirty (30) days of receipt of written notice thereof (provided however that no advance written notice shall be required in the event of an emergency), then the non-Defaulting Owner, acting in good faith, shall have the right to cure such default. To effectuate any such cure, the non-Defaulting Owner shall have the right to enter upon the Parcel of the Defaulting Owner (but not into any nonpublic space within the Parcel) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner. Each Owner shall be responsible for the default of its Permittees. In the event any non-Defaulting Owner shall cure a default, the Defaulting Owner shall reimburse the non-Defaulting Owner for all costs and expenses incurred in connection with such curative action, plus interest as provided in Section 9.4, within ten (10) days after receipt of demand therefor, together with reasonable documentation supporting the expenditures made. Any notice of default sent pursuant to this Section 10.9 to a Defaulting Owner shall simultaneously be sent to any first priority mortgagee of the Defaulting Owner which has previously requested any other Owner, in writing, to forward such notices to it, and such first priority mortgagee shall have the right to cure the default on behalf of the Defaulting Owner within the time specified above for a cure by the Defaulting Owner. Notwithstanding the foregoing, in no event shall the provisions in this Section 11.9 apply to, benefit or burden the Village during the period that it is an Owner hereunder.

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

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

ARTICLE 11

UNAVOIDABLE DELAY

No Owner shall be deemed to be in default in the performance of any obligation created under or pursuant to this Agreement, other than an obligation requiring the payment of a sum of money, if and as long as non-performance of such obligation shall be directly caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, civil commotion, strikes, lockouts, unavailability of labor or materials to projects generally in the greater Chicago area, war or national defense preemptions, acts of God, energy shortages or similar causes beyond the reasonable control of such Owner applicable to projects generally in the greater Chicago area (other than inability to make payment of money) ("Unavoidable Delay"), and the time limit for such performance shall be extended for a period equal to the period of any such Unavoidable Delay. However, if non-performance is due to an Unavoidable Delay which does not affect another Owner's self-help remedy which otherwise

may be exercised for such non-performance, then notwithstanding such Unavoidable Delay such other Owner shall still be entitled to such remedy with respect to those obligations to have been performed by the Owner unable to perform (hereinafter in this Article 11 the "Non-Performing Owner") which are the subject of Unavoidable Delay. The Non-Performing Owner shall notify the other Owners in writing of the existence and nature of any Unavoidable Delay within a reasonable time after the onset of any such Unavoidable Delay. The Non-Performing Owner shall, from time to time upon written request of any other Owner, keep such other Owner fully informed, in writing, of all further developments concerning any such Unavoidable Delay.

ARTICLE 12

CONDEMNATION

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

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

12.3 **Demolition.** If, as a result of a taking (other than a temporary taking), any Owner reasonably determines that its portion of the Parcel no longer can be operated on an economically feasible basis, then such Owner, except the Village (if the Village owns the

Parking Garage Parcel), shall not be obligated to repair or restore its portion of the Parcel as may be required by Section 12.2.

ARTICLE 13

ALTERATIONS

13.1 Permitted Alterations.

(A) An Owner (hereinafter in this Article 13, "Altering Owner") may, at any time, at such Altering Owner's sole cost and expense, make additions, improvements or alterations (hereinafter in this Article 13, "Alterations") to such Altering Owner's portion of the Parcel, provided that such Alterations comply with all of the provisions of this Article 13. Alterations shall include relocation of Facilities and Utilities, which shall be permitted, subject to compliance with the conditions set forth in this Article 13. Replacement of Facilities may be made by an Altering Owner without consent of other Owners. An Owner shall, in replacing Facilities, replace such Facilities with Facilities substantially equivalent or better, providing substantially the same quality of service or better. The provisions of this Article 13 governing Alterations do not negate or diminish other provisions of this Agreement having to do with additions, improvements or alterations expressly required or permitted in Articles 8 and 11, which are governed by such provisions unless also designated in such Articles as "Alterations" to be governed by this Article 13.

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

- (i) during their performance or upon their completion, diminish in any material respect the benefits afforded to any other Owner by any Easements; or interrupt in any material respect any such other Owner's use or enjoyment of any Easements;
- (ii) result in temporary or permanent interference with Facilities or Utilities serving such other Owner's Parcel or Improvements therein;
- (iii) burden the mechanical systems or other Facilities of any other Parcel or result in increased costs for enjoyment of the benefits of any Easement or Facilities by any other Owner;
- (iv) affect any Improvements belonging to or shared by another Owner (including, without limitation, any Common Walls, Floors and Ceilings), other than minimally or incidentally; or
- (v) threaten or reduce the Structural Supports for the Improvements located in any other Parcel or any other Owner's Easements or Facilities, or consist of drilling, coring, chopping, cutting or otherwise making any opening or hole into any Structural Supports which serve any other Parcel or any Common Walls, Floors and Ceilings, or necessitate the erection of additional columns, bearing walls other structures upon or within any

other Parcel. If at any time, the Altering Owner proposes to make any Alterations which require or could possibly require (in the Altering Owner's reasonable opinion or the reasonable opinion of any other Owner) the consent of other Owners as expressly provided in this Article 13, then before commencing or proceeding with such Alterations, the Altering Owner, at its own cost, shall deliver to such other Owners a copy of the plans and specifications showing the proposed Alterations and a reference to this Section 13.1. An Altering Owner may also at any time request confirmation from the other Owners that their consent is not required with respect to proposed Alterations if such Alterations do not require their consent, and such confirmation shall be given within ten (10) business days after the request is made. A failure to respond by the expiration of such ten (10) business day period shall be deemed a confirmation. If such other Owners consent to such Alterations or do not respond within thirty (30) days after receipt of such plans and specifications, the Altering Owner may proceed to make its Alterations substantially in accordance with such plans and specifications. The Owners whose consent is requested will not unreasonably delay their response, having in mind the scope and complexity of the proposed Alterations, and in any event shall respond to the Altering Owner within thirty (30) days after receipt from the Altering Owner of such plans and specifications showing proposed Alterations. If, in the good faith opinion of the other Owners, the Altering Owner has violated or will violate the provisions of Section 13.1(A) or (B), then such Owners (the "Objecting Party") believing a violation exists shall notify the Altering Owner of its opinion that the Alterations or proposed Alterations violate or will violate the provisions of Section 13.1(A) or (B), and shall specify the respect or respects in which its provisions are or will be violated, if an Objecting Party in good faith asserts a violation of Section 13.1(A) or (B), then the Altering Owner shall not commence with the Alterations or proceed with the Alterations, if already commenced, until the matter has been resolved (except in an Emergency Situation). In addition to any other legal or equitable rights or remedies to which the Objecting Party maybe entitled by reason of an Altering Owner's violation or likely violation of the provisions of this Section 13.1, the Objecting Party shall be entitled to seek and obtain injunctive relief to enjoin any such violation.

(C) The Owners, in making Alterations, shall (i) perform all work in a good and workmanlike manner and in accordance with good construction practices, (ii) comply with all Laws, including, without limitation, the Village of Oak Park Building Code, and (iii) comply with all of the applicable provisions of this Agreement. No Alterations shall be performed without obtaining the prior approval of the Village (in its capacity as a governmental body and not in its capacity as the Village), to the extent that such prior approval is required by applicable Village codes and ordinances. Each Owner shall, to the extent reasonably practicable, make Alterations within its portions of the Parcel in such a manner and at times so as to minimize any noise, vibrations, particulates and dust infiltration or other disturbance which would disturb an occupant or occupants of the other portions of the Parcel, but such Owner shall not be liable in

any event for damages as a result of any such disturbance (as opposed to physical damage to property) normally incidental to construction. The foregoing restriction on damages shall not restrict an Owner's right to seek and obtain injunctive relief from unreasonable disturbances, which shall not include normal Construction activities in a mixed-use development. An Altering Owner may perform work during any hours permitted by applicable Law. However, if requested by an Owner who would otherwise suffer unreasonable disturbance and who pays all costs associated with work at times other than normal business hours, including overtime and delay costs, the Altering Owner shall not unreasonably refuse to perform work outside normal business hours.

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

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

ARTICLE 14

ESTOPPEL CERTIFICATES

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

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

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

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

(D) Whether the Owner executing the Estoppel Certificate has performed or is performing work the cost of which such Owner is or will be entitled to charge in whole or in part to the requesting Owner under the provisions of this Agreement, but has not yet charged to such

requesting Owner, and if there is any such work, specifying the nature and extent of such work and the projected amount to be paid by the requesting Owner;

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

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

(G) Whether the Owner executing the Estoppel Certificate has requested that a matter be submitted to arbitration, which matter has not been discharged, released or otherwise resolved, and if so, a copy of any such notice or notices shall be delivered with the Estoppel Certificate;

(H) The nature of any arbitration proceeding or finding under Article 10 made within the ninety (90) days preceding the date of such Estoppel Certificate;

(I) The current address or addresses to which notices given to the Owner executing such Estoppel Certificate are required to be mailed under Article 15; and

(J) Such other facts or conclusions as may be reasonably requested.

If the requesting party is a Mortgagee or prospective Mortgagee, the Owner on whose property it holds or intends to hold a Mortgage will be deemed the "Requesting Owner." If the requesting party is a prospective transferee of an Owner, such Owner will be deemed the "Requesting Owner."

ARTICLE 15

NOTICES AND APPROVALS

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

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

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

If to Village: VILLAGE OF OAK PARK
123 Madison Street
Oak Park, Illinois 60302
Attention: Village Manager
Telephone: 708-383-6400

With copy to: VILLAGE OF OAK PARK
123 Madison Street
Oak Park, Illinois 60302
Attention: Village Attorney
Telephone: 708-383-6400

With a copy to: Neal & Leroy, LLC
203 N. LaSalle Street
Suite 2300
Chicago, Illinois 60601
Attention: Richard F. Friedman, Esq.
Telephone: 312-641-7144

Any Owner may designate a different address or additional addresses from time to time, provided such Owner has given at least ten (10) days' prior notice of such change of address. Failure to give notices to an Owner's counsel identified above shall not render notice to such Owner or Mortgagee invalid or ineffective, if any Owner shall cease to be the "Owner" of its respective portion of the Parcel, and the succeeding Owner of that portion of the Parcel shall fail to give a notice of change of address, then notices may be sent to any one of the following: (i) to the last Owner of record disclosed to the Owner giving notice, (ii) to the "Owner of Record" at the street address for that Owner's portion of the Parcel as designated by the U.S. Postal Service (or by the successor of the U.S. Postal Service) or the Village of Oak Park department or agency having jurisdiction over Village of Oak Park addresses, or (iii) to the grantee at the address shown in that last recorded conveyance of the portion of the Parcel in question. Notwithstanding anything to the contrary contained in this Agreement, all notices relating to (i) defaults or claims of default under this Agreement, (ii) change of notice address, or (iii) requests for arbitration

shall be made by personal delivery, national overnight courier or United States registered or certified mail, return receipt requested, postage prepaid.

15.2 **Multiple Owners.** If at any time the interest or estate of the Residential Parcel Owner, the Retail Parcel Owner, the Townhouse Parcel Owner, or the Parking Garage Parcel Owner shall be owned by more than one Person (hereinafter collectively referred to as "multiple owners"), the multiple owners shall give to the other Owners a written notice, executed and acknowledged by all of the multiple owners, in a form proper for recording, which shall (a) designate one Person, having an address in the State of Illinois to whom shall be given, as agent for all of the multiple owners, all notices thereafter given to the multiple owners, and (b) designate such Person as agent for the service of process in any action or proceeding, whether before a court or by arbitration, involving the determination or enforcement of any rights or obligations under this Agreement. Thereafter, until such designation is revoked by written notice given by all of the multiple owners or their successors in interest, any notice, and any summons, complaint or other legal process or notice given in connection with an arbitration proceeding (which such summonses, complaints, legal processes and notices given in connection with arbitration proceedings are hereafter in this Article collectively referred to as "legal process"), given to, or served upon, such agent shall be deemed to have been given to, or served upon, each and every one of the multiple owners at the same time that such notice or legal process is given to, or served upon, such agent. If the multiple owners shall fail to designate in writing one such agent to whom all notices are to be given and upon whom all legal process is to be served, or if such designation shall be revoked and a new agent is not designated, then any notice or legal process may be given to, or served upon, any one of the multiple owners as agent for all of the multiple owners and such notice or legal process shall be deemed to have been given to, or served upon, each and every one of the multiple owners at the same time that such notice or legal process is given to, or served upon, any one of them, and each of the multiple owners shall be deemed to have appointed each of the other multiple owners as agent for the receipt of notices and the service of legal process.

ARTICLE 16

GENERAL

16.1 **Cooperation of Owners.** In fulfilling obligations and exercising rights under this Agreement, each Owner shall cooperate with the other Owners to promote the efficient operation of each respective portion of the Project and the harmonious relationship among the Owners and to protect the value of each Owner's respective portion, estate or interest in the Project. From time to time after the date of this Agreement, each Owner shall furnish, execute and acknowledge, without charge (except as otherwise provided in this Agreement) such other instruments, documents, materials and information as another Owner may reasonably request in order to confirm to such requesting Owner the benefits contemplated by this Agreement, but only so long as any such request does not restrict or abridge the benefits granted the other Owner under this Agreement. Except as otherwise expressly provided in this Agreement, whenever the consent, approval or agreement of an Owner is required or requested pursuant to this Agreement, such consent, approval or agreement shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything to the contrary contained in this Agreement, any consent, approval or agreement by or on behalf of the Village shall be given only in its capacity as the Owner of the

Parking Garage Parcel and shall not be deemed an approval by (or support for the approval by) the Village of any action for which formal action by the Corporate Authorities is required, unless such formal action is obtained.

16.2 **Severability.** The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement.

16.3 **Headings.** The headings of Articles and Sections in this Agreement are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Articles or Sections.

16.4 **Amendments to Agreement.** Except as otherwise provided in this Agreement, this Agreement (including specifically, without limitation, Section 9.1) may be amended or terminated only by an instrument signed by all of the then Owners, and consented to by the Mortgagees. Any amendment to or termination of this Agreement shall be recorded with the Recorder. Any amendment which affects only the rights and obligations of some (but less than all) of the Owners shall require execution only by the affected Owners. Notwithstanding the foregoing, each Owner may change and supplement the Plans applicable to such Owner's portion of the Project if such change or supplement does not affect any other Owner's portion of the Project, which change or supplement shall be deemed not to be an amendment of this Agreement; provided, however, such Owner shall promptly notify the other Owners of such change or supplement. Any proposed change or supplement to any of the Plans which does or would affect any other Owner's portion of the Project shall be considered an amendment to this Agreement which shall be subject to the provisions of this Section governing amendments.

16.5 **Term.** Except as otherwise expressly provided herein, the covenants, conditions and restrictions contained in this Agreement shall be enforceable by the Owners and their respective successors and assigns for the term of this Agreement, which shall be perpetual (or if the law provides for a time limit on any covenant, condition or restriction, then such covenant, condition or restriction shall be enforceable for such shorter period), subject to amendment or termination as set forth in Section 16.4. If the law provides for such shorter period, then upon expiration of such shorter period, such covenants, conditions and restrictions shall be extended automatically without further act or deed of the Owners, except as may be required by law, for successive periods of twenty (20) years, subject to amendment or termination as set forth in Section 16.4.

16.6 **Abandonment of Easements.** Easements created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the Project subject to an Easement unless the Owner benefited by such Easement states in writing its intention to abandon the Easement; provided, however, that the consent of the Mortgagees shall also be required with respect to any such abandonment.

16.7 **Applicable Laws.** The Parties acknowledge that this Agreement and all other instruments in connection with this Agreement have been negotiated, executed and delivered in the County of Cook and State of Illinois. This Agreement and such other instruments shall, in all

respects, be governed, construed, applied and enforced in accordance with the laws of the State of Illinois, including without limitation, matters affecting title to all real property described in this Agreement.

16.8 **Name of Project.** The Project to be developed on the Property is currently named "Harlem-Ontario Development", which shall serve as a working name until a final name is selected by the Owners. Each of the Owners shall have a non-exclusive right to use the name "Harlem-Ontario Development" as the name of such Owner's portion of the Project.

16.9 **No Third-Party Beneficiary.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary (except the Mortgagees) under any Laws or otherwise.

16.10 **Incorporation.** Each provision of the Recitals to this Agreement and each Exhibit and Appendix attached hereto is hereby incorporated in this Agreement and is an integral part hereof.

16.11 **Notice to Mortgagees; Rights of Mortgagee.**

(A) The term "Mortgage" as used in this Agreement shall mean any mortgage (or any trust deed) given primarily to secure the repayment of money owed by the mortgagor and constituting a lien on all or a substantial portion of the real property encumbered by such mortgage). The term "Mortgagee" as used in this Agreement shall mean the Mortgagee from time to time under any such Mortgage (or the beneficiary under any such trust deed). The term "First Mortgage" shall mean a Mortgage that is superior to all other voluntary liens and monetary encumbrances (other than the statutory lien for real estate taxes).

(B) If a Mortgagee shall have served on all of the Owners, by personal delivery or by United States registered or certified mail, return receipt requested, postage prepaid, a written notice specifying the name and address of such Mortgagee, such Mortgagee shall be given a copy of each and every notice required to be given by one Owner to the others at the same time as and whenever such notice shall be given by one Owner to the others, at the address last furnished by such Mortgagee. After receipt of such notice from a Mortgagee, no notice thereafter given by any Owner to the others shall be deemed to have been given unless and until a copy of such notice shall have been given to the Mortgagee. If a Mortgagee so provides or otherwise requires in a notice given by the Mortgagee in accordance with this Section, then the proceeds of any claim under an insurance policy or condemnation award required to be delivered to an Owner shall, upon notice from a Mortgagee, be delivered to such Owner's Mortgagee to be disbursed by the Mortgagee in accordance with the provisions of this Agreement.

16.12 **Waiver of Mechanics' Liens by Owners.** To the maximum extent permitted by law, the Owners do hereby fully and completely waive and release, for themselves, their successors and assigns, any and all claim of, or right to, liens, which such Owners may have under the Mechanics' Lien Act against, or with respect to the Project or improvements owned by any other Owner or any part thereof or with respect to the estate or interest of any person in the Project or improvements owned by any other Owner, or any part thereof, or with respect to any material, fixtures, apparatus, or machinery furnished or to be furnished pursuant to this

Agreement, by the Owners, their successors, assigns, materialmen, contractors, subcontractors, or sub-subcontractors, of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with the Property or the improvements thereon. The Parties agree that the legal effect of this Agreement is that no mechanics' lien or claim may be filed or maintained by any Owner under the Mechanics' Lien Act with respect to that portion of the Property or improvements owned by any other Owner. The provisions of this Section are not intended to waive any lien created under Article 9. Notwithstanding anything to the contrary contained in this Agreement, any lien of an Owner permitted under this Agreement or arising by operation of law notwithstanding the waiver and release contained in this Section shall be subordinate to a Prior Lien.

16.13 **Intentionally Deleted.**

16.14 **Binding Effect.** The Easements, covenants and restrictions created under this Agreement shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Project, and each of the foregoing shall run with the land.

ARTICLE 17

LIMITATION OF LIABILITY

17.1 **Limitation of Liability.** The liability under this Agreement of an Owner shall be limited to and enforceable solely against the assets of such Owner constituting an interest in the Project (including insurance and condemnation proceeds attributable to the Project and including, where the Owner is a trustee of a land trust, the subject matter of the trust) and not other assets of such Owner, except as hereinafter provided in this Section. Assets of an Owner which is a partnership or limited liability company do not include the assets of the partners or members thereof, and a negative capital account of a partner or member which is an Owner and an obligation of a partner or member to contribute capital to such entity which is an Owner shall not be deemed to be assets of the partnership or limited liability company which is an Owner. At any time during which an Owner is trustee of a land trust, all of the covenants and conditions to be performed by it under this Agreement are undertaken solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against it or any of the beneficiaries under the trust agreement by reason of any of the covenants or conditions contained in this Agreement.

17.2 **Transfer of Ownership.** If subsequent to completion of a Parcel Improvement an Owner shall sell, assign, transfer, convey or otherwise dispose of its portion of the Project (other than as security for a loan to such Owner and other than pursuant to a lease, license or similar agreement), then (a) such Owner shall be entirely relieved of any and all covenants and obligations arising under this Agreement which accrue under this Agreement from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such portion of the Project, and (b) the Person who succeeds to such Owner's interest in such portion of the Project shall be deemed to have assumed any and all of the covenants and obligations arising under this Agreement of such Owner theretofore accruing or which accrue under this

Agreement from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such Project.

ARTICLE 18

TEMPORARY CONSTRUCTION EASEMENTS

18.1 **General.** The Owners acknowledge and agree that each of the respective Parcel Improvements will depend upon the other for ingress and egress, construction staging and storage, temporary utility services and certain other facilities and components during construction. The ability to complete the construction of the Improvements in accordance with the applicable Plans and the construction schedules of the Owners will depend upon the progress and condition of the construction of each portion of the Improvements. Each Owner recognizes and acknowledges the need of the other Owners (i) to complete construction of its Improvements in order to comply with obligations of such Owner to third parties; (ii) to have available certain areas of the other Owners' Project to it and its Construction Designees, for ingress and egress to perform its Work, and for construction staging, storage and delivery of materials; (iii) to be able to protect and preserve the safety of all Construction Designees and all Permittees using such Owner's improvements and (iv) to complete construction in an expeditious and efficient manner (collectively, the "Construction Objectives").

18.2 **Grants of Temporary Construction Easements.** Subject to the terms, conditions and limitations set forth in this Agreement, each Owner hereby grants to each other Owner, for the use and benefit of such other Owner, the following non-exclusive, irrevocable Easements (but limited in duration as provided in Section 17.4) appurtenant to the grantee Owner's Parcel, for the following purposes:

(A) **Ingress and Egress.** Ingress and egress by a grantee Owner and its Construction Designees as maybe reasonably necessary for: (i) access to the grantor Owner's Parcel in connection with the performance of the grantee Owner's portion of the Work; (ii) the proper exercise of any right or Easement granted by this Agreement; and (iii) receiving deliveries of equipment, machinery, tools and materials, used in performing a grantee Owner's portion of the Work, for storage and staging as provided in Sections 17.2 (D) and (F). The grantor Owner shall designate areas on and through its Parcel for such ingress and egress, chosen to help facilitate and coordinate the construction activities and Construction Objectives of a grantee Owner and its Construction Designees.

(B) **Construction Equipment and Machinery.** Erecting, operating, dismantling and removing construction equipment and machinery, including without limitation, cranes, overhangs, scaffolding, exterior hoists and debris chutes as may reasonably be necessary to allow a grantee Owner to erect, maintain or protect its portion of the Work. Each grantee Owner further agrees to install, use and remove or cause to be installed, used or removed in timely fashion such cranes, overhangs, scaffolding, exterior hoists and debris chutes in a manner that does not interfere with the Construction Objectives of a grantor.

(C) **Safety Precautions.** Providing reasonable precautions for the safety of, and reasonable protection to: (i) all Construction Designees and all Permittees of any Owner, all

occupants of the Improvements and any other persons who may be affected by the construction of the Improvements; (ii) all tools, machinery and equipment and all improvements, materials and equipment to be incorporated into any portion of the Improvements, stored on the Property, or under the care, custody or control of any Construction Designee; and (iii) all other property located at the Project or adjacent thereto, including, without limitation, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

(D) **Storage.** Storage of materials, supplies, equipment and tools to be used in construction of any portion of the Improvements or to be incorporated into any portion of the Work at locations on a Parcel designated by a grantor Owner, chosen to help facilitate and coordinate the construction activities and Construction Objectives of a grantee Owner and its Construction Designees; provided, however, that an Owner may reasonably redesignate or restrict such storage to locations in such Owner's Parcel and for periods of time which will avoid material interference in achieving the such Owner's Construction Objectives.

(E) **Security.** Safeguarding the Improvements, together with any other property located on the Property, from and against risk of loss, theft and vandalism.

(F) **Staging.** Staging of construction on a grantor Owner's Parcel, in areas which are located in such proximity to a grantee Owner's Parcel that makes the use of the grantor Owner's Parcel necessary or expeditious in the construction or repair of a grantee Owner's portion of the Work, as designated by the grantor Owner, chosen to help facilitate or coordinate the construction activities and Construction Objectives of the grantee Owner and its Construction Designees; provided, however, that an Owner may reasonably redesignate or restrict such staging to locations in such Owner's Parcel and for periods of time which will avoid material interference in achieving the such Owner's Construction Objectives.

(G) **Coordination of Work.** Connecting, joining, attaching or testing any improvements that serve or are considered part of two or more of the Parcel Improvements, including, without limitation, walls, slabs, structural elements, Structural Supports, mechanical components or any utility or similar system.

(H) **Temporary Utilities.** Connecting, installing, maintaining, using and removing all temporary utilities and related equipment, including, without limitation, electrical panels, utility substations, standpipe systems and pumps, as may be reasonably necessary to construct the Improvements or as otherwise required by Law.

(I) **Temporary Construction Support.** Use of any temporary construction support facilities furnished as part of the construction of any portion of the Improvements, together with the right to maintain such facilities as necessary.

(J) **Emergency.** Taking appropriate measures, in the reasonable discretion of each Owner or its Construction Designees, in order to prevent injury or loss resulting from an Emergency Situation.

(K) **General.** Performing any service not included with the Easements granted by this Section required to complete the construction of any portion of the Improvements; provided,

however, that prior written consent is obtained from each Owner that will be affected thereby (which consent will not be unreasonably withheld, conditioned or delayed).

18.3 **Exercise of Temporary Construction Easements.** Each Owner shall use reasonable efforts to perform or cause performance of its Work, to use any Easements and to exercise any rights granted in this Article in a manner which will avoid: (i) any increase in the cost of constructing and completing the Work of the other Owner; (ii) unreasonably interfering with the progress of the Work for which any other Owner is responsible; (iii) unreasonably interfering with the use, occupancy or enjoyment of any portion of any other Owner's property by such other Owner, or its Permittees; (iv) injury, loss or damage to the Work of any other Owner or to any Construction Designee engaged or employed by any other Owner; and (v) material interference with an Owner's Construction Objectives. After use of any Easement or exercise of any right granted in this Article, the grantee Owner will promptly cause its Construction Designees to clean up the affected area of the grantor Owner's Parcel, leaving the affected area broom-clean and free of construction debris, materials, tools, machinery and equipment, to the extent reasonably practicable or necessary under the circumstances.

18.4 **Termination.** All Easements and rights granted in this Article shall terminate on the date that is one year following the completion of all of the improvements to be constructed on the Property, as evidenced by issuance by the Village of final certificates of occupancy, subject to the construction completion deadlines as set forth in the Redevelopment Agreement. Once terminated, within ten (10) days after written request by a grantor, Owner will execute and deliver a release of the Easements and rights granted in this Article in recordable form.

18.5 **Intentionally Deleted.**

ARTICLE 19

CONDOMINIUM ASSOCIATION ACTING FOR UNIT OWNERS

In the event any Parcel of the Project is submitted to the Condominium Act, the following provision shall apply with respect to the Parcel submitted to the Condominium Act:

So long as any portion of the Project is subject to the provisions of the Condominium Act, all rights, easements and benefits under this Agreement appurtenant to or enjoyed by the Owner of the portion of the Project subject to the Condominium Act, and consents, waivers, approvals and appointments which may be granted by an Owner, shall be exercised by the Condominium Association administering such portion of the Project on behalf of the Unit Owners of the Units in such portion of the Project, except for such rights or benefits expressly granted to Unit Owners, and except for easements which by their nature are exercisable only by Unit Owners and in the event of any such action taken by a Condominium Association, the Unit Owners shall be bound as if such Unit owners had expressly consented and agreed to such actions by such Condominium Association. Any action to enforce or defend rights, obligations, easements, burdens and benefits under this Agreement, or the right to settle and compromise any claims, on behalf of the Unit Owners who are members of a Condominium Association shall be taken on behalf of such Condominium Association and all such Unit Owners, solely by such Condominium Association by its duly authorized officers acting pursuant to authority granted by

law, the applicable Condominium Declaration or resolution of the board of managers of such Condominium Association. Except as otherwise noted herein, any requirement for any Unit Owner to furnish a notice or deliver a document may also be performed by the Condominium Association of which such Unit Owner is a member. No Unit Owner or group of Unit Owners shall have the right to take any action under this Agreement or to enforce any of the rights, easements or privileges granted by this Agreement for the benefit of the Total Property or any part thereof. All obligations under this Agreement of the Owner of a portion of the Project subject to the Condominium Act shall be obligations jointly and severally of both the applicable Condominium Association and all Unit owners in such portions of the Project and any lien arising against the Owner of any such portion of the Total Property may be imposed against the Units of all such Unit Owners based upon their percentages of interest in the Common Elements appurtenant to such portion of the Project, which each Unit Owner may discharge in accordance with the provisions of this Agreement.

ARTICLE 20

TOWNHOUSE PARCEL OWNER'S ASSOCIATION ACTING FOR UNIT OWNERS

In the event the Townhouse Parcel is subdivided, the following provision shall apply with respect to the Townhouse Parcel: So long as any portion of the Project is subject to this Agreement, all obligations under this Agreement of the owner of the Townhouse Parcel shall be obligations jointly and severally of all unit owners in such portions of the Townhouse Parcel.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

VILLAGE:

VILLAGE OF OAK PARK
an Illinois municipal home rule corporation

By: _____
Village President

Attest: _____
Village Clerk

DEVELOPER:

WR XXIV, LLC,
an Indiana limited liability company

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

By: _____
J. Matthew Chambers
Executive Vice President of Development
and Finance and Treasurer

EXHIBIT A

LEGAL DESCRIPTION PROJECT

LOTS 1A, 1B, 1C, 2A, 2B, 3A, 3B, 4, 5, 6A AND 6B IN WHITECO RESUBDIVISION, AS SHOWN AND DESCRIBED ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 24, 2009, AS DOCUMENT NO. 0932803062, AND ON CERTIFICATE OF CORRECTION FOR PLAT OF SURVEY RECORDED IN THE AFORESAID OFFICE ON JULY 9, 2012, AS DOCUMENT NO. 1219131088, AND BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

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

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

EXHIBIT B

LEGAL DESCRIPTION FOR RETAIL PARCEL

LOTS 2A, 2B, 4 AND 5 IN WHITECO RESUBDIVISION, AS SHOWN AND DESCRIBED ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 24, 2009, AS DOCUMENT NO. 0932803062, AND ON CERTIFICATE OF CORRECTION FOR PLAT OF SURVEY RECORDED IN THE AFORESAID OFFICE ON JULY 9, 2012, AS DOCUMENT NO. 1219131088, AND BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

PIN #: 16-07-118-058
16-07-118-059
16-07-118-062
16-07-118-063

Address: 473-483 N. Harlem Avenue, Oak Park, Illinois

EXHIBIT C

LEGAL DESCRIPTION FOR PARKING GARAGE PARCEL

LOTS 1A, 1B AND 1C IN WHITECO RESUBDIVISION, AS SHOWN AND DESCRIBED ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 24, 2009, AS DOCUMENT NO. 0932803062, AND ON CERTIFICATE OF CORRECTION FOR PLAT OF SURVEY RECORDED IN THE AFORESAID OFFICE ON JULY 9, 2012, AS DOCUMENT NO. 1219131088, AND BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

TOGETHER WITH THAT PART OF LOT 3B IN SAID WHITECO SUBDIVISION, LYING SOUTH OF THE NORTH LINE OF LOT 1C AND THE WESTERLY EXTENSION THEREOF.

**PIN #: 16-07-118-055
 16-07-118-056
 16-07-118-057; and
 PART OF 16-07-118-061**

Address: 473-483 N. Harlem Avenue, Oak Park, Illinois

EXHIBIT D

LEGAL DESCRIPTION FOR RESIDENTIAL PARCEL

LOTS 3A AND 3B IN WHITECO RESUBDIVISION, AS SHOWN AND DESCRIBED ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 24, 2009, AS DOCUMENT NO. 0932803062, AND ON CERTIFICATE OF CORRECTION FOR PLAT OF SURVEY RECORDED IN THE AFORESAID OFFICE ON JULY 9, 2012, AS DOCUMENT NO. 1219131088, AND BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

LESS AND EXCEPT:

THAT PART OF LOT 3B IN SAID WHITECO SUBDIVISION, LYING SOUTH OF THE NORTH LINE OF LOT 1C AND THE WESTERLY EXTENSION THEREOF.

**PIN #: 16-07-118-060
 16-07-118-061**

Address: 473-483 N. Harlem Avenue, Oak Park, Illinois

EXHIBIT E

LEGAL DESCRIPTION FOR TOWNHOUSE PARCEL

LOTS 6A AND 6B IN WHITECO RESUBDIVISION, AS SHOWN AND DESCRIBED ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 24, 2009, AS DOCUMENT NO. 0932803062, AND ON CERTIFICATE OF CORRECTION FOR PLAT OF SURVEY RECORDED IN THE AFORESAID OFFICE ON JULY 9, 2012, AS DOCUMENT NO. 1219131088, AND BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PIN #: 16-07-118-064
16-07-118-065

Address: 473-483 N. Harlem Avenue, Oak Park, Illinois

EXHIBIT F

DRAWING DEPICTING RELATIVE LOCATION OF PARCELS

See attached.

EXHIBIT G

PLANS

On file at the Village of Oak Park Village Hall.

CL67

ORDINANCE AUTHORIZING AND APPROVING A CERTIFICATE OF CORRECTION FOR PLAT OF SURVEY AND SUBDIVISION FOR WHITECO SUBDIVISION ON THE EAST SIDE OF HARLEM AVENUE BETWEEN ONTARIO STREET AND LAKE STREET

RECITALS:

- A. In 2009, WR XXIV, L.L.C. submitted to the Village a proposed plat of subdivision of property it owned on the east side of Harlem Avenue between Ontario Street and Lake Street, commonly known and referred to as the "Whiteco Subdivision."
- B. The Board of Trustees of the Village of Oak Park, Illinois (the "Village Board") enacted Ordinance No. 2009-O-092 on November 17, 2009 approving the Whiteco Plat of Subdivision.
- C. After its approval by the Village Board, the Plat of Subdivision of the Whiteco Subdivision was recorded November 24, 2009 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0932803062 (the "Whiteco Plat of Subdivision").
- D. It was subsequently discovered that the Whiteco Plat of Subdivision contained scrivener's errors in the text describing the areas so subdivided.
- E. The surveyor that prepared the Whiteco Plat of Subdivision has prepared a Certificate of Correction for Plat of Survey for Whiteco Subdivision (the "Certificate of Correction") correcting the errors appearing in the Whiteco Plat of Subdivision. That Certificate of Correction is attached to this Ordinance as Exhibit A.
- F. The Village finds that the corrections on the Certificate of Correction are typographical errors that correct the Plat in order for it to conform to the Plat originally approved by the Village in 2009.

G. The Village finds that the corrections contained in the Certificate of Correction have no impact on the streets or alleys in the Village.

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

Section One: The findings, determinations and definitions set forth in the preamble to this ordinance are adopted herein.

Section Two: The Certificate of Correction in the form attached hereto is approved.

Section Three: After the Certificate of Correction has been acknowledged by WR XXIV, L.L.C. and certified by the surveyor, the Village President and the Village Clerk are authorized and directed to indicate the Village Board's approval of the Certificate of Correction by affixing their signatures thereto. Thereafter, the Certificate of Correction shall be recorded with the Recorder of Deeds of Cook County.

Section Four: The Certificate of Correction creates no material change in the Whiteco Subdivision, nor impacts the public streets or public right-of-way, and accordingly the Board waives the formal subdivision approval procedures established in Section 23-1-3 of the Village Code and any other ordinance or law for this Certificate of Correction.

Section Five: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 1st day of October 2012 pursuant to roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 1st day of October 2012.

David G. Pope
Village President

ATTEST:

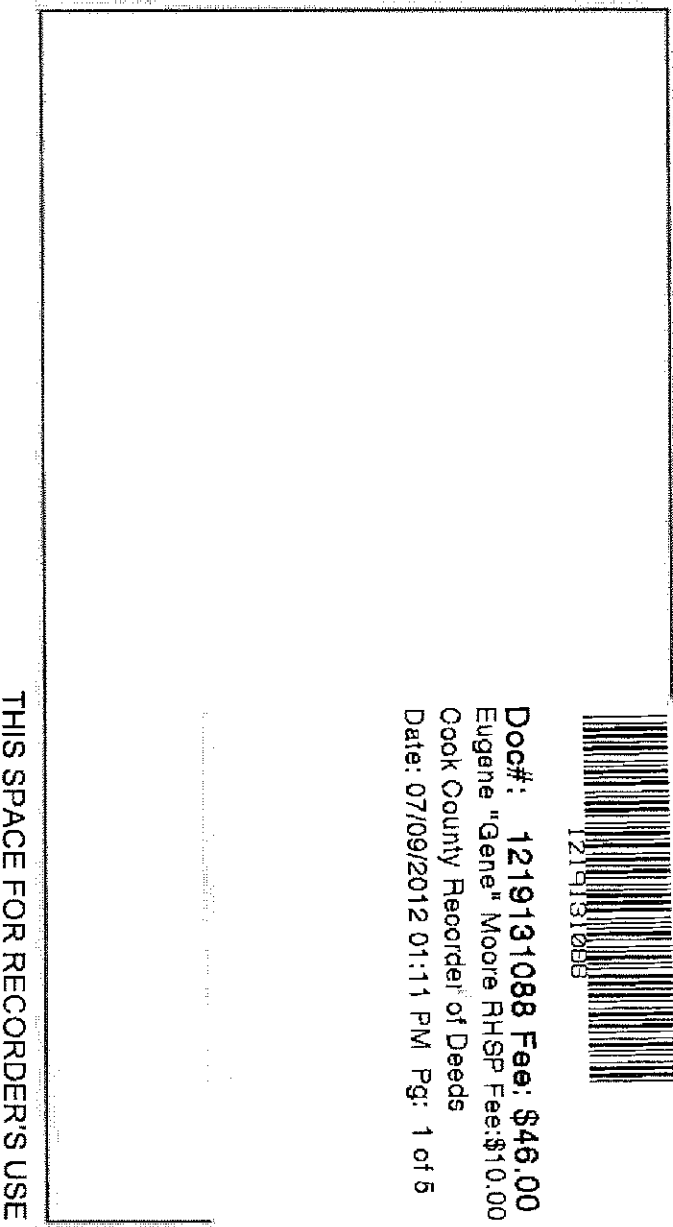
Teresa Powell
Village Clerk

THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:

William J. Fleming, PLS
GRAEF
8501 West Higgins Road
Suite 280
Chicago, IL 60631-2801



Doc#: 1219131088 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/09/2012 01:11 PM Pg: 1 of 5



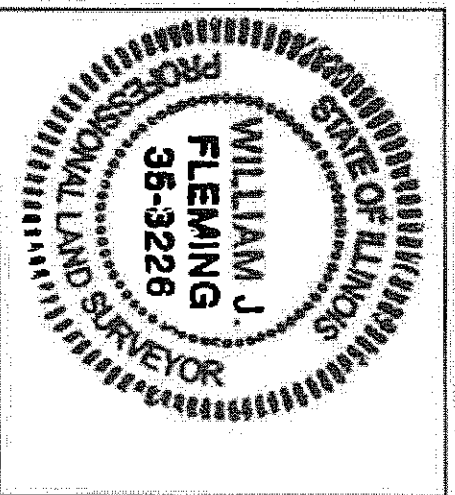
THIS SPACE FOR RECORDER'S USE

**CERTIFICATE OF CORRECTION
FOR
PLAT OF SURVEY**

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

The following corrections to the Plat of Subdivision for Whiteco Resubdivision, recorded on November 24, 2009 as Document No. 0932803062 in the office of the Recorder of Deeds, Cook County, Illinois, is made in accordance with the statutes governing the practice of Land Surveying in the State of Illinois:

- (A) On Sheet 6 of 9, the Lot identified in the "LOT 4 PLAN VIEW" as Lot 5 should be **Lot 4** (See Exhibit A, attached hereto) - P.I.N. 16-07-118-062
- (B) The legal description for Lot 3B, shown on Sheet 4 of 9, should **exclude Lot 6B**. (See Exhibit B, attached hereto) - P.I.N. 16-07-118-061



SURVEYOR'S SEAL

WJFleming
(Signature of Professional Surveyor)

Prepared this 9th day of July, 2012

GRAEF Project 20073033.00

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

D

Item Title: Lake & Forest Garage Design Development Status Review Presented by Project Management Advisors Inc (PMA)

Resolution or Ordinance No. _____

Date of Board Action: *October 1st, 2012*

Staff Review:

Department Director Name:


Loretta Daly, Business Services Manager

Village Manager's Office:



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

At the December 5, 2011 Regular Meeting of the Board of Trustees final approval was provided to Lake Street Partners to proceed with a mixed use commercial residential development at the corner of Forest Ave and Lake Street. The approved development includes 270 residential retail units, 25,000 square feet of new commercial space, as well as the reconstruction of the Lake and Forest public parking facility. The Redevelopment Agreement between Lake Street Partners and the Village executed on September 12, 2011 governs the demolition and reconstruction of a 588 space public/private parking facility (300 public spaces, 270 private spaces, 18 shared spaces).

An internal project management team was assembled to manage all aspects of the development project from design through construction including monitoring of the project's two governing documents. Additionally, the Village has contracted with Project Management Advisors Inc. to act as Owners Representative on this project. The project team includes representation from the Village Managers Office, Parking, Public Works, Building and Property Standards and is lead by the Business Services Manager, Village Planner, and Housing Manager.

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

The design phase of the project is nearing completion with permit applications anticipated by November 1, 2012. Attached is the latest project progress report submitted by PMA outlining all items currently under discussion and those items that have been closed out including the following project highlights:

Garage Design: Attached is the most recent site plan submitted by the developer for review. We anticipate presenting a final site plan for the Boards review and approval at the October 15, 2012 Regular Board Meeting.

Garage Operations: A RFP for the joint operations of the parking facility is being developed and should be released in November of 2012.

Garage Financing: All financing options are being explored with Bond Counsel and it is anticipated that a staff recommendation for project financing will be submitted as part of the

FY13 Budget review process.

Plan Review/Permits: The developer and his architectural team have completed a pre-submittal plan review with the Building and Property Standards and Fire Departments and are on track to submit drawing for permitting by November 1, 2012.

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

N/A

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

The recommended FY13 budget provides for the Village's costs related to the public parking garage, PMA services, and streetscape investments

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

- No Board Action Required

Proposed Recommended Action: No Board Action Required

Lake and Forest Parking Garage

October 2012 Project Status Update



Project Management Advisors, Inc.

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 Project Scope 2
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Project Schedule **3**
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 Design Development 3
 Developer Project Schedule 3
Design Development **3**
 Public Parking Garage Parcel 3
 Streetscape 4
 Cost 4
Financing **4**
Parking Operator RFP **4**
Parking Operations **5**
The Next Steps **5**

Project Description

Project Scope:

The Lake and Forest LEED development consists of 270 apartment units, with 25,000 sq. ft. of retail on the lower levels, and a 588 space enclosed parking garage. The Village of Oak park will control 300 of the parking spaces in the garage for use by the general public. Additionally, eighteen (18) of the Developers 288 spaces will also be designated as shared spaces for the public and private use.

Project Team:

Developer:

Sertus Capital Partners, LLC

- Michael Glazier, Principal

Gensler

- Stephen Miller, Architect

Power Construction

- Pete Bartels, Executive

Owners Representative:

Omar Rihani, Project Manager, PMA

Gene Litterski, Project Lead, PMA

John Hammerschlag, Parking Consultant, Hamerschlag & Co.

Village Staff:

Cara Pavilcek, Interim Village Manager

Craig Lesner, Chief Financial Officer

Loretta Daly, Business Services Manager

Craig Failor, Village Planner

Tammie Grossman, Housing Manager

Jill Velan, Interim Parking Manager

Simone Boutet, Acting Village Attorney

Jim Budrick, Village Engineer

Steve Witt, Director of Building & Property Standards

Project Schedule

Schematic Design:

The Schematic Design was completed in April 26, 2012.

Design Development & Construction Documents :

Design Development was completed on July 26, 2012. Construction Document preparation is underway and the Issue for Permit set is slated to completed on November 1, 2012.

Developer Projected Schedule:

Below is the anticipated project schedule provided by the Developer.

Phase	Start Date	Completion Date	Duration
Construction Documents	7/27/2012	11/1/12	14 weeks
Permitting	11/1/12	12/31/2012	8 weeks
Construction Start Date	No earlier than 1/1/2013		79 weeks

Staff is closely monitoring this schedule to insure timely submission of permit applications, and to allow for appropriate communication systems to be developed for permit holders, the general public, and local business community.

Design Development

Public Parking Garage Parcel:

PMA, as a part of the owner's representative services has hired a parking consultant, Hammerschlag & Co., to help in the review of design operating issues of the parking garage. The Village Staff, PMA, and Hammerschlag & Co. (The Team) have been attending biweekly design meetings with the Developer and Design Team. The Village and PMA have also coordinated its own design review meetings with Police, Fire, IT, Engineering, Public Works and Parking Operations to coordinate their operations into the parking garage design. As of September 18, 2012, Gensler submitted to the Village updated drawings of the parking garage. The design of the parking garage generally meets the intentions of the RDA, PD and the subsequent input of the Village team in respect to:

- Number and location of public parking stalls
- One-way circulation on first level
- ADA compliance and van accessibility clearances on the entire first level
- Location and size of proposed bike parking area
- Location of lobby and access to natural daylight
- Location of elevator bank and access to natural light

Three-hundred (300) public parking spaces will be located on the first, second, and part of the third levels of the garage. The Finding of Fact contained in the RDA calls for public parking to be located on the lower level. Legal is reviewing this to ensure that the appropriate steps are taken to rectify this. Attached are the current parking garage plans from Gensler dated September 18, 2012.

The Project Team is seeking the Board's input with respect to the proposed parking garage layout. This input is necessary for the design team to complete construction documents.

Streetscape:

In accordance with the PD the Developer will coordinate streetscape improvements to be consistent with the Greater Downtown Master Plan. Improvements include the Marion St. pallet used south of Lake Street and is to include the installation of street furniture along Forest Avenue and Lake Street.

Terra Engineering has been hired by the development team to assist in the engineering phase of this portion of the project. Staff is monitoring this portion of the project as design plans for Lake Street from Harlem to Euclid are developed.

Attached is the current streetscape design developed by Gensler.

Budget

Power Construction, working on behalf of the Developer, has developed a cost estimate based on the latest design development drawings and these estimated costs are reflected below, in addition to the projected soft costs, Village-direct costs and Village contingency. The developer is seeking a Guaranteed Maximum Price for the project with final Board approval occurring in November, 2012

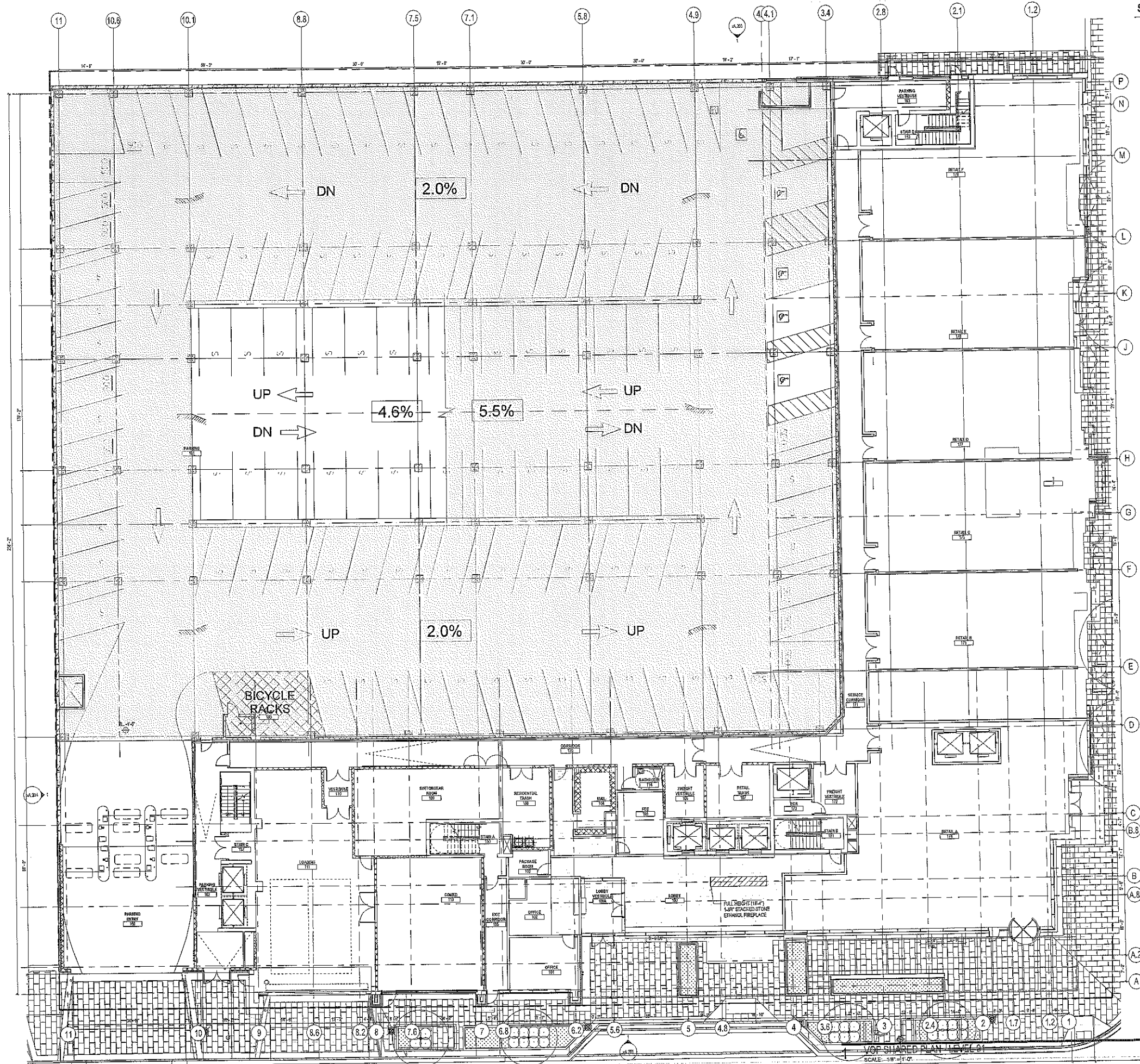
capped hard costs per RDA	7,121,990	23,740	cost/stall included in the RDA cap
capped soft costs per RDA	1,440,000	4,800	cost/stall included in the RDA cap
capped costs subtotal	\$ 8,561,990	\$ 28,540	total cost/stall per RDA
non-capped costs, direct	1,123,950		
Village contingency*	100,000		This cost is not contemplated in the RDA and is a staff recommended expense
	\$ 9,785,940		

Financing

With input from both VOP legal and bond counsel all financing options are currently under review.

Parking Operator RFP

PMA's Parking Consulting, Hammerschlag & Co. has drafted a preliminary joint operator parking operator RFP for Village and Developer review. Prior to finalization of this RFP, the Village and Developer are finalizing a responsibility matrix to delineate responsibilities to all facets of operating and maintaining the 588-stall parking garage.



SHEET NOTES

LAKE FOREST
 640 54 WEST LAKE STREET

SERTUS CAPITAL PARTNERS, LLC
 PROPERTY INVESTMENT & DEVELOPMENT

Gensler
 19 East Madison Street
 Suite 300
 Chicago, IL 60602
 United States
 Tel: 312.650.1020
 Fax: 312.650.1024

TGRWA
 905 Maplewood Road
 Suite 100
 Chicago, IL 60642
 Tel: 773.233.3333
 Fax: 773.233.3333

Cosentini
 A Terra Tech Company
 Cosentini Associates, Inc.
 1 South Wacker Drive, 29th Floor
 Chicago, Illinois 60606
 (312) 591-4428 Fax: (312) 301-0931
 www.cosentini.com
 Consulting Engineers

DANIEL WEINBACH & PARTNERS, LTD.
 Landscape Architects
 615 North Dearborn Street
 Chicago, IL 60610
 Tel: 312.329.1500
 Fax: 312.329.1500

Carl Walker
 1508 Highland Avenue
 Suite 135
 Lombard, IL 60148
 Tel: 630.337.8800
 Fax: 630.337.7050
 www.carlwalker.com

GENERAL NOTES

Village of Oak Park
 Private

TERRA ENGINEERING LTD.
 225 W. Ohio Street
 4th Floor
 Chicago, IL 60604
 TEL: (312) 497-6123
 FAX: (312) 487-9220
 www.terraengineering.com

△ Elev Description

Scale / Signature

Project Name
 LAKE - FOREST

Project Number
 21.4510.00

Scale
 1/8" = 1'-0"

Description
 LEVEL 01 FLOOR PLAN - VOP SHARING DIAGRAM

XA.101

© 2012 Gensler

LAKE FOREST

148-854 WEST LAKE STREET

SERTUS CAPITAL PARTNERS, LLC
PROPERTY INVESTMENT & DEVELOPMENT

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States
Tel: 312.452.0133
Fax: 312.464.8134

TGRWA

2400 Madison Street, Suite 1000
Chicago, Illinois 60604
Tel: 312.467.1000
Fax: 312.467.1001
www.tgrwa.com

Cosentini

Cosentini Associates, Inc.
1 South Wacker Drive, 37th Floor
Chicago, Illinois 60606
(312) 281-7426 Fax: (312) 281-0931
www.cosentini.com
Consulting Engineers

DANIEL WEINBACH & PARTNERS, LTD.

1300 North Dearborn Street
Chicago, Illinois 60610
Tel: 312.467.1000
Fax: 312.467.1001
www.danielweinbach.com

Carl Walker

1010 Highland Avenue
Suite 210
Lombard, IL 60148
Tel: 630.337.1800
Fax: 630.337.2000
www.carlwalker.com

GENERAL NOTES

Village of Oak Park
Private

TERRA ENGINEERING LTD.

225 W. Ohio Street
4th Floor
Chicago, IL 60654
TEL: (312) 467-0123
FAX: (312) 467-0220
www.terraengineering.com

△ Data Description

Seal / Signature

Project Name

LAKE FOREST

Project Number

24.004.000

Scale

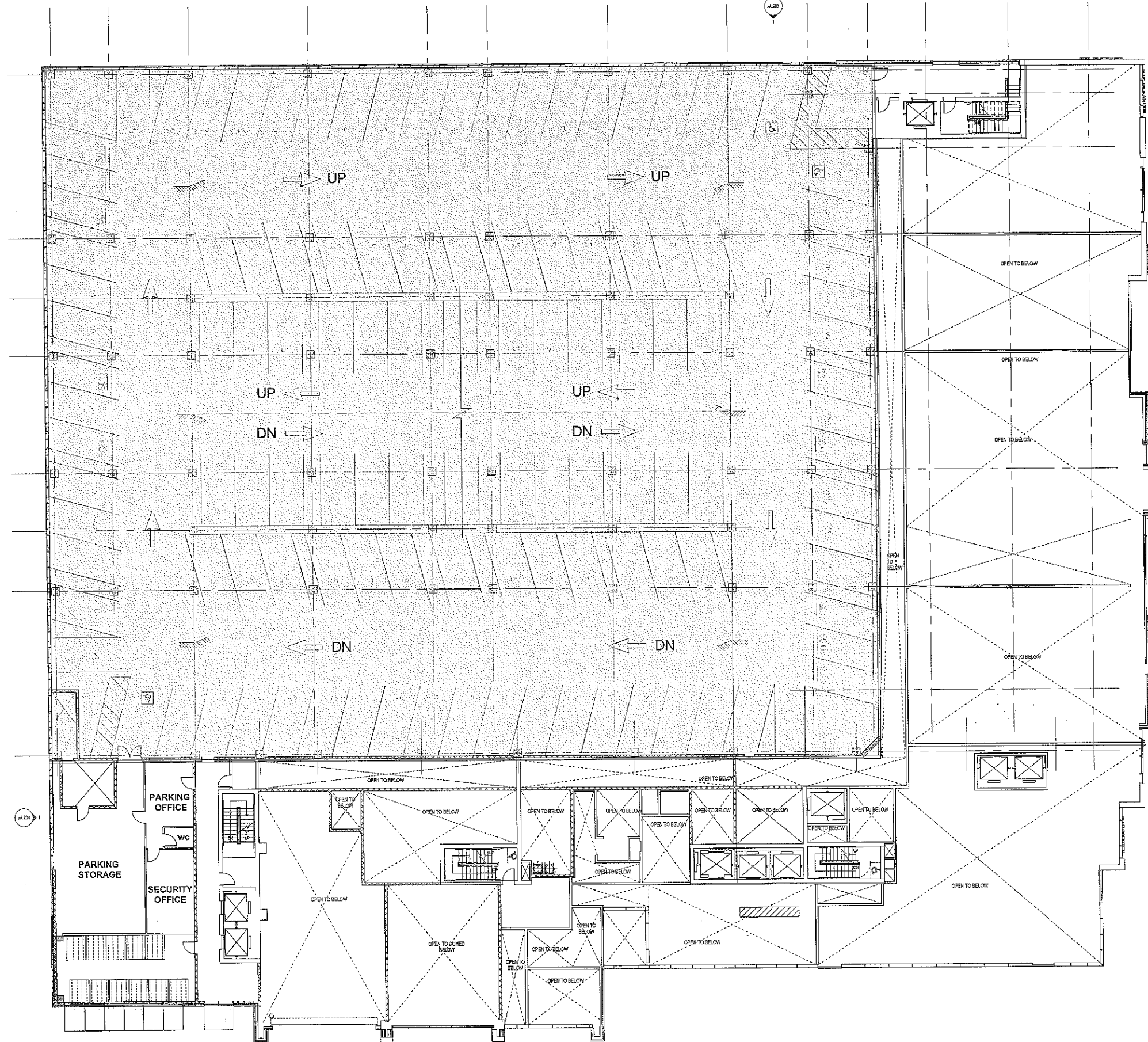
1/8" = 1'-0"

Description

LEVEL 02 FLOOR PLAN - VOP SHARED CONGRAM

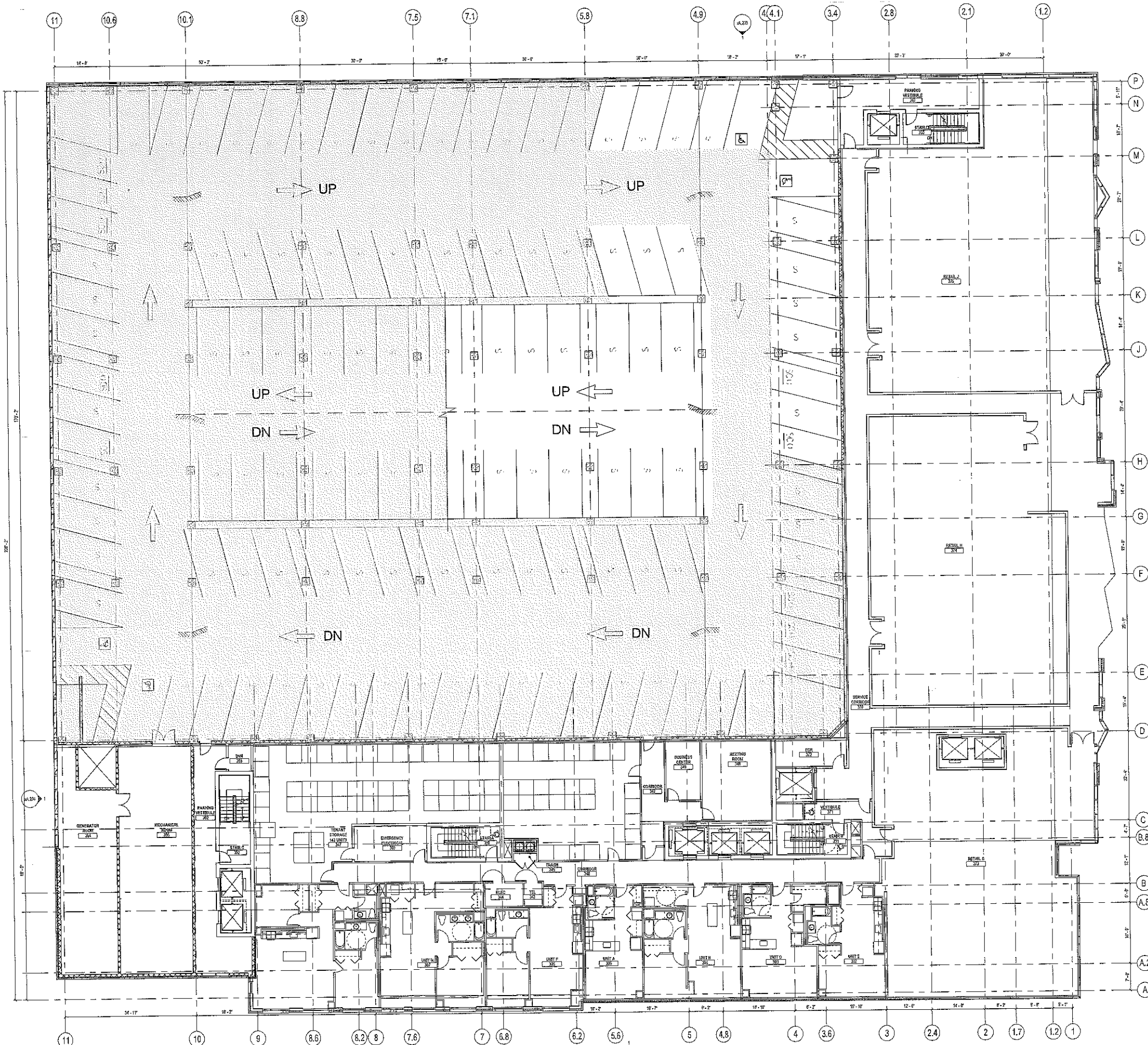
xA.102

© 2012 Gensler



1 VOP SHARED PLAN - LEVEL 02
SCALE: 1/8" = 1'-0"

A:\211518\24.004\24.004_VOP_Shared_Plan_Level_02.dwg - Chicago - Jan-RFE_21.15.12.dwg



SHEET NOTES

LAKE FOREST

94-054 WEST LAKE STREET
 SERTUS CAPITAL PARTNERS, LLC
 PROPERTY INVESTMENT & DEVELOPMENT

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11 East Madison Street
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 Consulting Engineers

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Carl Walker

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 Lombard, IL 60148
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 Fax: 630.307.2010
 www.carlwalker.com

GENERAL NOTES

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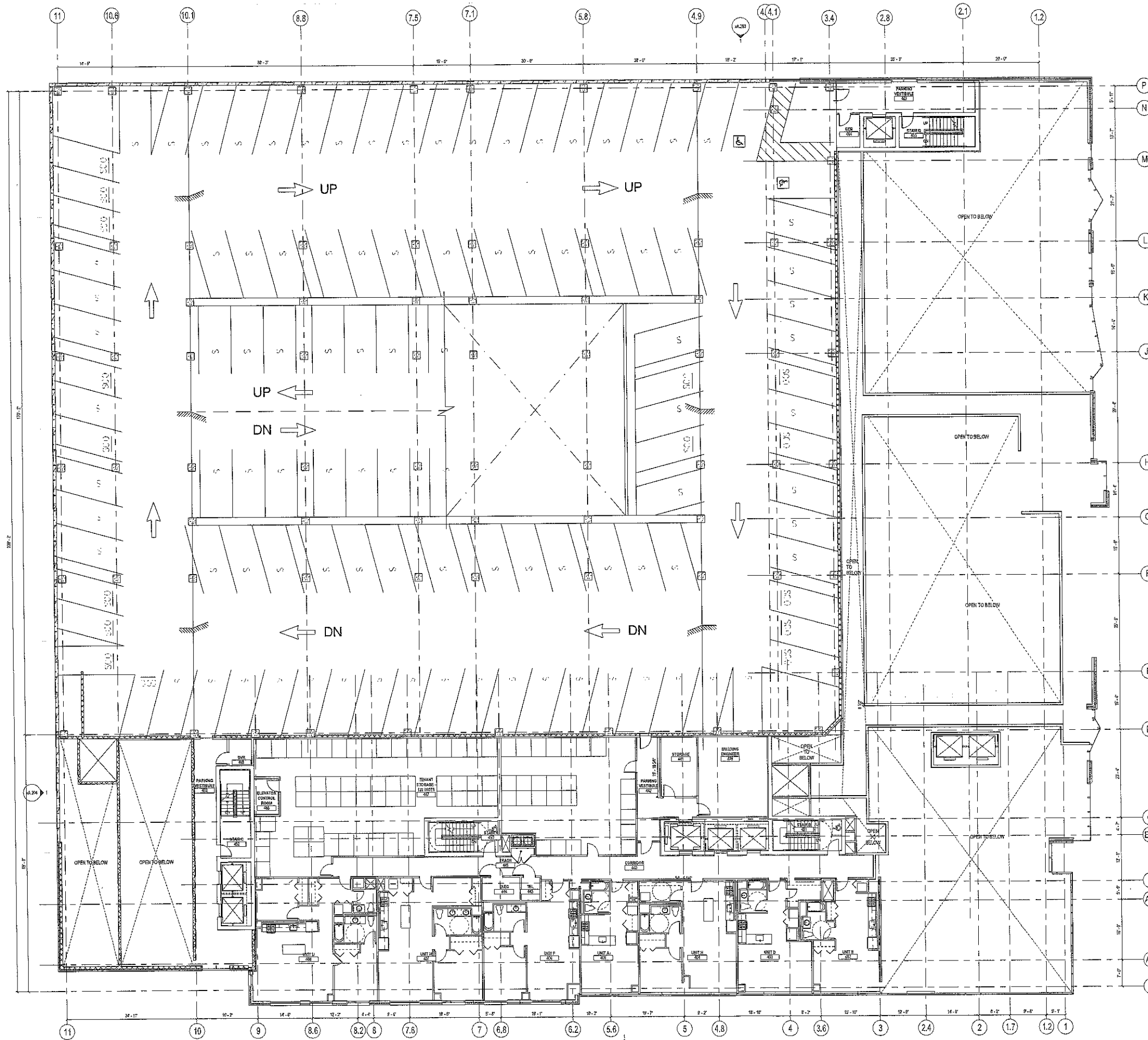
Date	Description

Soil Signature	
Project Name	
LAKE FOREST	
Project Number	
212518.000	
Scale	
1/8" = 1'-0"	
Description	
LEVEL 03 FLOOR PLAN - VOP SHARING DIAGRAM	

xA.103

1 VOP SHARED PLAN - LEVEL 03
 SCALE: 1/8" = 1'-0"

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SHEET NOTES

LAKE FOREST

940 WEST LAKE STREET
 SERTUS CAPITAL PARTNERS, LLC
 PROPERTY INVESTMENT & DEVELOPMENT

Gensler
 11 East Madison Street, Suite 500
 Chicago, IL 60602
 Tel: 312.455.0123 Fax: 312.455.0124

TGRWA
 620 West Van Buren Street, Suite 300
 Chicago, IL 60607
 Tel: 312.251.2525 Fax: 312.251.2525

Cosentini
 a Terra Tech Company
 Cosentini Associates, Inc.
 1 South Wacker Drive, 27th Floor
 Chicago, Illinois 60606
 Tel: 312.241.2424 Fax: 312.241.2424
 www.cosentini.com
 Consulting Engineers

DANIEL WEINBACH & PARTNERS, LTD.
 Landscape Architects
 225 W. Ohio Street, Suite 400
 Chicago, IL 60654
 Tel: 312.467.2020 Fax: 312.467.2020
 www.danwe.com

Carl Walker
 Planning Engineering Architecture
 1920 High East Avenue, Suite 220
 Lombard, IL 60148
 Tel: 630.307.3800 Fax: 630.307.3800
 www.carlwalker.com

GENERAL NOTES

Village of Oak Park
 Private

TERRA ENGINEERING LTD.
 225 W. Ohio Street, 4th Floor
 Chicago, IL 60654
 TEL: (312) 467-9123 FAX: (312) 467-9220
 www.terraengineering.com

Key	Description
▲	

Scale / Signature

Project Name
 LAKE FOREST

Project Number
 21519.000

Scale
 1/8" = 1'-0"

Description
 LEVEL 04 FLOOR PLAN - VOP SHARED DIAGRAM

xA.104

© 2012 Gensler

1 VOP SHARED PLAN - LEVEL 04
 SCALE: 1/8" = 1'-0"

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VILLAGE OF OAK PARK

E

AGENDA ITEM COMMENTARY

Item Title: Resolution Requesting Village of Oak Park Geographic Information System Data From The Cook County Assessor's Office

Resolution or Ordinance No. _____

Date of Board Action: October 1, 2012

Staff Review:

Department Director Name:  _____

Village Manager's Office:  _____

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

Since at least 1999, the Cook County Assessor's Office (CCAO) has been providing geographic information system (GIS) related data to local municipalities through an intergovernmental agency agreement arrangement. This data includes assessment data, property images, digital orthophotography (aerial images), planimetric data, cadastral data, and digital terrain data.

The Village of Oak Park has been requesting this data since 1999 as it has become available. Village Staff has been using this data in carrying out Village business and duties. These duties include, but are not limited to, identifying tax parcels by PIN, using the Assessor's data for analysis purposes, creating maps and exhibits, and other internal duties that can be accomplished using a geographic information system.

Each year, the CCAO requires the local municipalities requesting GIS data to submit an intergovernmental agency agreement for access to the data. In addition, a Resolution from the requesting municipality supporting the data request must be included with the agreement.

The CCAO maintains records for over three million tax parcels so it takes some time for the CCAO to certify all of the parcels for a given tax year and enter them into their GIS databases. As a consequence, the data for the previous year is made available in the fall of the current year. Therefore, the Village is now requesting GIS data from the CCAO for the tax year 2011.

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

Attached is an intergovernmental agency agreement between the Village of Oak Park and the CCAO. Also attached is a Resolution supporting the request to obtain GIS data from the CCAO.

Staff recommends that the Village Board of Trustees adopt the Resolution so that the Village can obtain the requested GIS data for the tax year 2011.

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

Not applicable.

Item Budget Commentary (Account #, Balance, Cost of Contract):

There is no dollar cost associated with the receiving of GIS data from the CCAO.

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

Not applicable.

Proposed Recommended Action:

Adopt the Resolution entitled: RESOLUTION Requesting Village Of Oak Park Geographic Information System Data From The Cook County Assessor's Office.

RESOLUTION

REQUESTING VILLAGE OF OAK PARK GEOGRAPHIC INFORMATION SYSTEM DATA FROM THE COOK COUNTY ASSESSOR'S OFFICE

WHEREAS, the Village of Oak Park (the "Village"), pursuant to the Illinois Highway Code, 605 ILCS 5/1 *et seq.* (the "Act"), is granted all powers necessary to carry out its legislative purposes as to the construction, operation, regulation and maintenance of its system of streets and alleys; and

WHEREAS, the Village is constantly evaluating and accessing tax parcel and street and alley network information/attributes that are adjacent to the streets and alleys; and

WHEREAS, the Cook County Assessor's Office has a geographic information system ("GIS") database that it is willing to make available to the Village at no cost; and

WHEREAS, GIS data sharing with the Cook County Assessor's Office will allow the Village to access GIS data from the Assessor that will facilitate the Village's decision making process with respect to managing and maintaining its streets and alleys; and

WHEREAS, cooperation between and among governmental agencies and entities through intergovernmental agreements is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution of 1970 and by the "Intergovernmental Cooperation Act" (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Village and the Cook County Assessor have negotiated an Intergovernmental Agreement in substantially the form attached to this Resolution as Exhibit A.

NOW, THERE, BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village of Oak Park hereby requests from the Cook County Assessor's Office access to and license to use certain geographic information system data related to the Village of Oak Park as provided by the Cook County Assessor's Office. Said data is described in the agreement (attached as Exhibit A) entitled Agreement for Access to Geographic Information System entered into

between the Village of Oak Park and the Cook County Assessor's Office. Furthermore, the Village of Oak Park agrees to the terms of the agreement as outlined in the aforementioned document.

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

ADOPTED this 1st day of October, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 1st day of October, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**AGREEMENT
FOR ACCESS TO GEOGRAPHIC INFORMATION SYSTEM**

This AGREEMENT is entered into as of the 1st day of October, 2012, by and between the Village of Oak Park ("Agency") and the Cook County Assessor's Office (the "CCAO").

WITNESSETH:

WHEREAS, the CCAO has developed a Geographic Information System (the "GIS") consisting of cadastral data, planimetric data, assessment data, property images, digital orthophotography (aerial photos) and other data (collectively, such images, photos and data, "Assessor Data");

WHEREAS, portions of the GIS, and the related data dictionary, are copyrighted materials of the CCAO and/or Cook County of the State of Illinois ("Cook County");

WHEREAS, some of the Assessor Data in the GIS is only available to the public and to commercial users for a fee, as permitted by law;

WHEREAS, Agency has requested access to and license to use the GIS for use in performing its official functions (as set forth below);

WHEREAS, the CCAO in the spirit of cooperation desires to make the GIS available, efficiently and without charge, to Agency for use in performing its official functions; and

WHEREAS, Agency acknowledges and agrees that access to the GIS and/or Assessor Data is conditioned upon the agreement that access is provided as set forth in this Agreement solely for use in performing the official functions of the Agency, and that any other use, alteration, sale, dissemination, lease or transfer of the GIS and/or Assessor Data by Agency, or by any employee or agent of same, without written consent of the CCAO is strictly prohibited, and shall be deemed to warrant immediate termination of this Agreement, as well as entitle the CCAO to pursue any other remedies to which it is entitled.

NOW, THEREFORE, in consideration of the mutual promises and covenants and the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

SECTION 2. STATEMENT OF OFFICIAL PURPOSES; RESTRICTIONS ON USE.

For purposes of this Agreement, Agency represents and warrants as its official purpose for access to the GIS and Assessor Data as stated in Exhibit A and incorporated herein. Agency agrees that access to the

Exhibit A

GIS and/or Assessor Data is conditioned upon and provided as set forth in this Agreement solely for its use in performing its official purposes (as described in Exhibit A). Any other use of the GIS or Assessor Data, without express written consent of the CCAO, is strictly prohibited, including the display, sale, transfer, lease, dissemination or lease of the GIS or Assessor Data in any location or manner in its current form, derivative or altered form, or otherwise. Any such prohibited use shall be deemed to be a breach which warrants immediate termination of this Agreement. This Section shall survive the termination of this Agreement.

SECTION 3. INFORMATION PROVIDED.

The CCAO agrees to provide Agency access to the GIS and Assessor Data only upon the conditions and based upon the representations and warranties set forth in this Agreement. In order to obtain specific Assessor Data, Agency must request Assessor Data by filing the attached exhibits with the Department of Automation of the CCAO (each such request, an "Information Request"). Each Information Request is subject to approval of the CCAO.

SECTION 4. LIMITED LICENSE TO USE.

Subject to the provisions of this Agreement, the CCAO hereby grants to Agency a non-exclusive, non-transferable license to use the Assessor Data only as specifically provided for in this Agreement. Agency acknowledges that the title, copyright and all other rights to the GIS and Assessor Data remain with the CCAO and/or Cook County. Neither Agency nor any other authorized user shall have any right, title or interest in the GIS or Assessor Data except as expressly described herein. The CCAO reserves the right to withdraw from the GIS and/or Assessor Data any item or part of an item for which it no longer retains ownership rights or which it has reasonable grounds to believe infringes copyright or is unlawful or otherwise objectionable.

SECTION 5. TERM AND EXTENSION.

This Agreement is for one year, effective from the date of execution. It will be extended annually for terms of one year each, unless, at least 30 days prior to the expiration of any term, either party notifies the other in writing of its intent not to renew the Agreement.

SECTION 6. DISCLAIMER OF WARRANTIES.

The GIS and the Assessor Data is provided "as is" without any warranty or representation whatsoever, including any representation as to accuracy, timeliness, completeness, infringement of rights of privacy, copyright or trademark rights or disclosure of confidential information. All burdens, including any burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use, rests solely on Agency and/or the requester. The CCAO and Cook County make no warranties, express or implied, as to the use of the GIS. There are no implied warranties of merchantability or fitness for a particular purpose. There is no warranty to update any of the information provided hereunder. THE CCAO AND COOK COUNTY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) RELATING TO THE GIS AND/OR ASSESSOR DATA, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE. Agency acknowledges and accepts the limitations of the GIS and the Assessor Data, including the fact that the GIS and Assessor Data are dynamic and are in a constant state of maintenance, correction and update.

SECTION 7. LIMITATION OF LIABILITY.

AGENCY EXPRESSLY AGREES THAT NO MEMBER, OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE CCAO OR COOK COUNTY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, SHALL BE LIABLE, WHETHER INDIVIDUALLY OR PERSONALLY OR OTHERWISE, TO AGENCY OR ANY OTHER PERSON OR ENTITY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, FOR ANY LOSS OR CLAIM, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL DATA OR IN THE EVENT OF ANY DEFAULT OR BREACH BY THE CCAO UNDER THIS AGREEMENT OR ANY INACCURACY OF THE GIS OR ASSESSOR DATA, IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OR INABILITY TO USE THE GIS AND/OR ANY ASSESSOR DATA.

SECTION 8. AGENCY INDEMNIFICATION.

Agency agrees to hold harmless and indemnify the CCAO and Cook County, its commissioners, officers, agents, employees, representatives and affiliates, and their respective heirs, successors and assigns, from and against, and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit, claim, action or proceeding brought by any third party against the CCAO, Cook County or any commissioner, officer, agent, employee, representative or affiliate of the CCAO or Cook County arising out of or incident to the performance or nonperformance of this Agreement by CCAO, Cook County, Agency or any other entity. To the extent that the CCAO or Cook County incurs administrative expenses including attorneys' fees during Agency's defense of any claim, Agency shall reimburse the CCAO or Cook County, as appropriate, for all such expenses. The provisions of this Section shall survive the termination of this Agreement.

SECTION 9. APPLICABLE LAW.

This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Illinois, excluding any such laws that might direct the application of the laws of another jurisdiction. Venue shall be in a court of competent jurisdiction located within the County of Cook, Illinois. The CCAO and Agency each acknowledge the existence of state and other applicable law defining the duties and responsibilities of each party regarding real estate taxation and other governmental functions. No part of this Agreement has the effect of or is intended to impact any applicable legal duty of either party under existing law, especially the Illinois Property Tax Code, 35 ILCS 200/1 et seq. Both parties remain responsible under applicable law for performing all stated duties and responsibilities.

SECTION 10. CONFIDENTIALITY.

Agency acknowledges and agrees that information regarding this Agreement, and portions of the GIS and Assessor Data and other information disclosed hereunder, is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Agency in any way, whether during the term of this Agreement or any time thereafter, except solely in accordance with the official purposes set forth above. All such Assessor Data and the GIS shall be treated in confidential manner, except as otherwise expressly stated in a written document.

SECTION 11. MISCELLANEOUS.

- (a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, in relation to the matters dealt with herein. There are no representations, warranties, collateral agreements or conditions to this Agreement, except as expressly stated in this Agreement.
- (b) The section headings are for reference and information purposes only, and shall not affect in any way the meaning or interpretation of this Agreement. References to singular shall include the plural and to plural shall include the singular. References to a person shall include a corporate or government body. Words such as "including" and similar expressions shall not be read as words of limitation.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives as of the date first written above.

**COOK COUNTY
ASSESSOR'S OFFICE**

Chief Deputy Assessor
Cook County Assessor's Office

Signature:
Cara Pavlicek
Interim Village Manager
Village of Oak Park
123 Madison Street
Oak Park, IL 60302
(708) 358-5770

Reviewed and Approved By: 
Simone Boutet, Acting Village Attorney

Signed by me this _____ day of _____, 2012, _____
Teresa Powell, Village Clerk

Exhibit A: Statement of Official Purpose

The Village of Oak Park intends to use the Assessor Data in carrying out its official duties. These duties include, but are not limited to, identifying tax parcels by PIN, using the Assessor Data for analysis purposes, and other internal duties that can be accomplished by using a geographic information system. The Village does not require at this time Assessor Data for outside the corporate limits of Oak Park.

Exhibit B: Assessment Data

The Village of Oak Park (“Agency”) hereby requests access to **assessment data** in accordance with the Agreement, dated October 1, 2012, between Agency and the Cook County Assessor’s Office (the “CCAO”).

The CCAO has developed a file of assessment data, which is maintained on the Cook County Mainframe. The CCAO will make the file of assessment data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. A data dictionary is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Tax Codes: _____

Municipality: The Village of Oak Park
Please provide the data dictionary
and metadata

Permanent Index Number range: Attach additional sheet if necessary

Township: _____

Requested by

Name: Michael Koperniak

Signature: *Michael Koperniak*

Date: October 1, 2012

Exhibit C: Property Images

The Village of Oak Park ("Agency") hereby requests access to **property images** in accordance with the Agreement, dated October 1, 2012, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a computerized database of property images. The CCAO will make this computerized database of property images available to Agency in JPEG format, subject to the terms and restrictions and limitations as set forth in the Agreement. In addition to the property images, the CCAO will provide a file containing Permanent Index Number(s), property image capture date, and a list of Permanent Index Number(s) that have no property image assigned. A data dictionary is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

- Permanent Index Number range: Attach additional sheet if necessary

- Municipality: The Village of Oak Park
 Year 1998 Photos Please provide the data dictionary and metadata
 Year 2007 Photos

Requested by

Name: Michael Koperniak
Signature: *Michael Koperniak*
Date: October 1, 2012

Exhibit D: Digital Orthophotography (Aerial Photos)

The Village of Oak Park _____ (“Agency”) hereby requests access to **digital orthophotography (aerial photos)** in accordance with the Agreement, dated October 1, 2012, between Agency and the Cook County Assessor’s Office (the “CCAO”).

The CCAO has developed a computerized database of digital orthophotography (aerial photos). The computerized database of digital orthophotography for Cook County contains 4,486 tiles. The CCAO will make the computerized database of digital orthophotography available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. The digital orthophotography will be provided in .tif or .sid format. In addition to the digital orthophotography, the CCAO will provide a shapefile containing an index of all the tiles for Cook County. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Municipality: Exhibit D is not being requested by the Village of Oak Park

Township: _____

Year 1998 Photos

Year 2003 Photos

Requested by

Name: Michael Koperniak

Signature: *Michael Koperniak*

Date: October 1, 2012

Exhibit E: Planimetric data

The Village of Oak Park _____ (“Agency”) hereby requests access to **planimetric data** in accordance with the Agreement, dated October 1, 2012, between Agency and the Cook County Assessor’s Office (the “CCAO”).

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database consists of both planimetric data and cadastral data. The CCAO will make the computerized database of planimetric data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. The planimetric data is maintained using ESRI’s ArcGIS software and is in a geodatabase format specific to ESRI’s product line. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Permanent Index Number range: Attach additional sheet if necessary

Municipality: The Village of Oak Park
plus one (1) mile buffer around.
Please provide the data dictionary
and metadata

Township: _____

Requested by

Name: Michael Koperniak

Signature: *Michael Koperniak*

Date: October 1, 2012

Exhibit F: Cadastral data

The Village of Oak Park ("Agency") hereby requests access to **cadastral data** in accordance with the Agreement, dated October 1, 2012, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database consists of both planimetric data and cadastral data. The CCAO will make the computerized database of cadastral data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement. The cadastral data is maintained using ESRI's ArcGIS software and is in a geodatabase format specific to ESRI's product line. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Permanent Index Number range: Attach additional sheet if necessary

Municipality: The Village of Oak Park
plus one (1) mile buffer around.
Please provide the data dictionary
and metadata

Township: _____

Requested by

Name: Michael Koperniak

Signature: *Michael Koperniak*

Date: October 1, 2012

Exhibit G: Digital Terrain data

The Village of Oak Park (“Agency”) hereby requests access to **digital terrain data** in accordance with the Agreement, dated October 1, 2012, between Agency and the Cook County Assessor’s Office (the “CCAO”).

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database includes digital terrain data. The CCAO will make the computerized database of digital terrain data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

- Municipality: The Village of Oak Park
plus one (1) mile buffer around.
Please provide the data dictionary
and metadata
- Township: _____

Requested by

Name: Michael Koperniak
Signature: *Michael Koperniak*
Date: October 1, 2012

Exhibit H: Lidar data

The Village of Oak Park (“Agency”) hereby requests access to **lidar data** in accordance with the Agreement, dated October 1, 2012, between Agency and the Cook County Assessor’s Office (the “CCAO”).

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database includes lidar data. The CCAO will make the computerized database of digital terrain data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

- Municipality: Exhibit H is not being requested by the Village of Oak Park

- Township: _____

Requested by

Name: Michael Koperniak
Signature: *Michael Koperniak*
Date: October 1, 2012

Exhibit I: Oblique Aerial Imagery

The Village of Oak Park ("Agency") hereby requests access to **oblique aerial imagery** in accordance with the Agreement, dated October 1, 2012, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database includes Oblique Aerial Imagery data. The CCAO will make the computerized database of Oblique Aerial Imagery data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

- Municipality: Exhibit I is not being requested by the Village of Oak Park

- Township: _____

Requested by

Name: Michael Koperniak
Signature: *Michael Koperniak*
Date: October 1, 2012

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

F

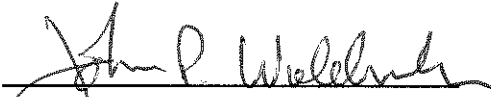
Item Title: Resolution Authorizing Execution of a One-Year Contract with A & B Landscaping & Tree Service of Riverside, Illinois for Sidewalk Snow Removal Services in the winter of 2012-2013 in an amount not to Exceed \$15,000.00

Resolution or Ordinance No. _____

Date of Board Action: October 1, 2012

Staff Review:

Public Works Director:


John P. Wielebnicki

Village Manager's Office:



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

On February 20, 2007, the Village Board adopted an ordinance requiring residents to clear snow and ice from public sidewalks adjacent to their homes. The Sidewalk Snow Removal program was developed in order to offer assistance to residents who are unable to clear public sidewalks due to age, disability and/or severe health problems and who have no one else who is able to help them with snow removal.

Approximately sixty (60) residents register to participate in the program each year and typically twenty-five (25) to thirty (30) residents request assistance following each winter storm.

In 2011 a Request for Proposals was issued for sidewalk snow removal services.

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

A&B Landscaping & Tree Service was selected as the Village's sidewalk snow removal contractor for the winter of 2011-2012. Because of the light snow season in 2011-2012 the Village only utilized A&B Landscaping & Tree Service for three events totaling \$1,840.50.

A&B Landscaping & Tree Service has agreed to hold their 2011-2012 rates for this service for the winter of 2012-2013.

The Village has used the services of A&B Landscaping & Tree Service successfully in the past. A&B Landscaping & Tree Service was the Village's contractor for storm debris pick up following severe summer weather events.

Staff recommends entering into a contract with A&B Landscaping & Tree Service for the Sidewalk Snow Removal services.

This item is being brought forward to the Village Board since the contractor, A & B Landscaping & Tree Service, has been under contract with the Village this Fiscal Year in excess of \$25,000 for storm damage cleanup, which exceeds the Village Managers spending authority.

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):

There are no opportunities for joint participation at this time. The Village's requirement for these services is unique since it encompasses the clearing of Village sidewalks adjacent to residents who have registered to participate in the program.

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

The FY 2012 Street Services Budget, External Support, account no. 1001-43740-765-530667 has \$13,159.50 remaining for these services. In FY 2013, \$15,000.00 for contractor assistance for sidewalk snow removal services is proposed.

The contract with A & B Landscaping & Tree Service for Sidewalk Snow Removal Services will not exceed \$15,000.00 for the winter of 2012-2013.

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

The use of a contractor for sidewalk snow removal services will allow compliance for residents of our community who are physically unable to meet the requirements of the ordinance.

Proposed Recommended Action: Approve the Resolution

RESOLUTION

AUTHORIZING EXECUTION OF A ONE-YEAR CONTRACT WITH A & B LANDSCAPING & TREE SERVICE OF RIVERSIDE, ILLINOIS FOR SIDEWALK SNOW REMOVAL SERVICES IN THE WINTER OF 2012-2013 IN AN AMOUNT NOT TO EXCEED \$15,000.00

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute a contract with A&B Landscaping & Tree Service of Riverside, Illinois for Snow Removal Services for the winter of 2012-2013 at a cost not to exceed \$15,000.00. 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 1st day of October, 2012, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 1st day of October, 2012.

Attest:

David G. Pope
Village President

Teresa Powell
Village Clerk



Contract

1. THIS AGREEMENT is made and concluded on October 1, 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and A&B Landscaping & Tree Service, P.O. Box 344, Riverside, Illinois, 60546, its executors, administrators, successors or assigns (hereinafter "Contractor".)
2. The following documents set forth the terms of this contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for Project 11-130, Sidewalk Snow Shoveling Services;
 - b. Contractor's Proposal dated September 15, 2011;
 - c. Contractor's letter dated September 13, 2012 proposing no price increase for the 2012-2013 snow season.

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

3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the Environmental Services Manager under it, in an amount not to exceed \$15,000.
4. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
5. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village of Oak Park

Teresa Powell
Village Clerk
(Seal)

By _____
Cara Pavlicek
Interim Village Manager

A&B Landscaping & Tree Service

By: _____
Signature

Printed Name

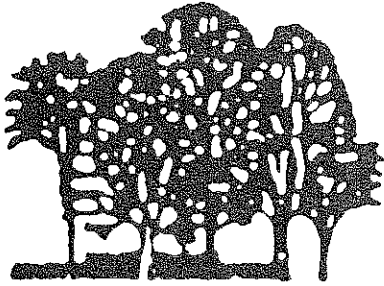
Its: _____
Title

REVIEWED AND APPROVED
AS TO FORM

SEP 25 2012

[Handwritten Signature]
LAW DEPARTMENT

A & B LANDSCAPING AND TREE SERVICE



- ARBORIST
- ARCHITECTS
- CONTRACTORS
- LAWN MAINTENANCE
- FIREWOOD
- SNOWPLOW

P.O. BOX 344 • RIVERSIDE, ILLINOIS 60546 • (708) 447-6902 • FAX (708) 447-2449

Director of Public Works
Mr. John Wielebnicki
201 South Blvd.
Oak Park, IL 60302


September 13, 2012

Dear Mr. Wielebnicki,

We, A&B Landscaping and Tree Service, Inc., would like to explore the possibility of extending our contract for sidewalk snow removal for the upcoming winter season 2012-13. We would maintain our pricing from the previous contract, therefore no price increase for the upcoming season.

We felt last year's contract was fulfilled successfully and look forward to working with you again. If you should have any concerns, please feel free to contact myself.

Anton J. Ruska IV


A&B Landscaping
708 514-0512

COPY

Apprd 11/7/11

0

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing Execution of a Bid Proposal Contract with A & B Landscaping & Tree Service of Riverside, Illinois for Sidewalk Snow Removal Services in the winter of 2011-2012 in an amount not to Exceed \$15,000.

Resolution or Ordinance No. _____
Date of Board Action: November 7, 2011

Staff Review:

Public Works Director:


John P. Wielebnicki

Village Manager's Office: _____

COPY

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

On February 20, 2007, the Village Board adopted an ordinance requiring residents to clear snow and ice from public sidewalks adjacent to their homes. The Sidewalk Snow Removal program was developed in order to offer assistance to residents who are unable to clear public sidewalks due to age, disability and/or severe health problems and who have no one else who is able to help them with snow removal.

This will be the fifth year that the Village has acquired a contractor for this program. Approximately sixty (60) residents register to participate in the program each year and typically twenty-five (25) to thirty (30) residents request assistance following each winter storm.

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

The Department of Public Works advertised Request for Proposals for Sidewalk Snow Removal Services for the 2011-2012 winter season. Proposals were received from six area contractors on September 15th, 2011. A summary is attached.

The low proposal for the Sidewalk Snow Removal program is A&B Landscaping & Tree Service of Riverside, Illinois.

The Village has used the services of A&B Landscaping successfully in the past. A&B Landscaping was the Village's contractor for storm debris pick up following severe summer weather events.

Staff recommends entering into a contract with A&B Landscaping for the Sidewalk Snow Removal services.

This item is being brought forward to the Village Board since the contractor, A & B

Landscaping & Tree Service, has been under contract with the Village this Fiscal Year in excess of \$25,000 for storm damage cleanup, which exceeds the Village Managers spending authority.

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):

There are no opportunities for joint participation at this time. The Village's requirement for these services is unique since it encompasses the clearing of Village sidewalks adjacent to residents who have registered to participate in the program.

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

The FY 2011 Street Services Budget, External Support, account no. 1001-43740-765-530667 has \$7,928 remaining for these services. In FY 2012, \$15,000 for contractor assistance for sidewalk snow removal services is proposed.

The contract with A & B Landscaping & Tree Service for Senior sidewalk snow removal services will not exceed \$15,000 for the 2011-2012 winter.

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

The use of a contractor for sidewalk snow removal services will allow compliance for residents of our community who are physically unable to meet the requirements of the ordinance.

Proposed Recommended Action: Approve the Motion

SR. SIDEWALK SNOW SHOVELING BID TAB

Company	Sr. Sidewalk Hr. Rate	Salt Cost per bag	Crosswalks Hr. Rate	Plowing Hr. Rate	NOTES
Christy Webber C.	\$ 55.00	\$ 8.00	\$ 55.00	\$ 85.00	Pick Up w/ plow and salt spreader
Tovar Snow Professionals	\$ 29.00	\$ 21.00	\$ 29.00		
Beverly Snow & Ice Inc.	\$ 50.00	\$ 50.00	\$ 50.00	\$ 95.00 \$ 125.00	Pick Up w/ plow and salt spreader Skid Steer
A & B Landscaping	\$ 25.00	\$ 27.00	\$ 30.00	\$ 75.00 \$ 110.00 \$ 130.00	Pick Up w/ plow 1 ton w/ plow Skid Steer
Winkler Tree & Landscaping	\$ 54.00		\$ 54.00	\$ 95.00	(2) 1 ton w/ plow
G & A Paving	\$ 30.00	\$ 40.00	\$ 30.00	\$ 84.00 \$ 84.00 \$ 84.00 \$ 150.00 \$ 100.00	(10) Pick Up w/ plow (6) 6-wheeler w/ plows & salt spreaders (2) Tandem axle w/plows & salt spreaders (3) 4-yr loaders Semi dump for hauling

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

G


Item Title: Resolution Authorizing the Execution of a One-Year Contract with G.A. Paving Construction Co., Inc. of Bellwood, Illinois for Snow Removal Services in the winter of 2012-2013 in an amount not to Exceed \$50,000.00

Resolution or Ordinance No. _____

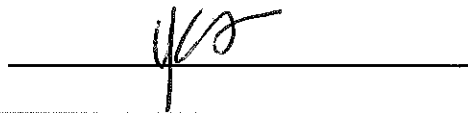
Date of Board Action: October 1, 2012

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 snow removal operation is supplemented with contractor assistance during heavy snow fall events or when there is a shortage of Village staff. In 2011, a Request for Proposal was issued for snow removal services for plowing and salting assistance of Village streets using contractor's trucks. Also included in the request was an alternate price for school crosswalk shoveling at an hourly rate.

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

G.A. Paving was selected as the Village's snow removal contractor for the winter of 2011-2012. Due to the winter being very mild this contractor was not used. G.A. Paving has offered to maintain the 2011-2012 hourly rates for their services for the winter of 2012-2013.

The Village has used the services of G.A. Paving successfully in the past. G.A. Paving was the Village's contractor for this service last two years. They are also under a separate contract to plow the Village's parking lots this winter.

Staff recommends entering into a contract with G.A. Paving for the services of 1) snow plowing services and 2) back-up service for shoveling school crosswalks.

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):

There are no opportunities for joint participation at this time. The Village's requirement for these services is unique since it primarily encompasses the clearing of Village streets.

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

The FY 2012 Street Services Budget, External Support, account no. 1001-43740-765-530667 has \$50,000.00 remaining for these services. In FY 2013, \$50,000.00 for contractor assistance for snow removal services is proposed.

The contract with G.A. Paving Construction, Inc. for snow plowing and sidewalk crosswalk snow removal services will not exceed \$50,000.00 for the winter of 2012-2013.

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

The use of a back up contractor for snow removal services will ensure the standard level of service is provided to our community.

Proposed Recommended Action: Approve the Resolution

R E S O L U T I O N

AUTHORIZING THE EXECUTION OF A ONE-YEAR CONTRACT WITH G.A. PAVING CONSTRUCTION CO. INC. OF BELLWOOD, ILLINOIS FOR SNOW REMOVAL SERVICES IN THE WINTER OF 2012-2013 IN AN AMOUNT NOT TO EXCEED \$50,000.00

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute a contract with G.A. Paving Construction Co. Inc. of Bellwood, Illinois for Snow Removal Services for the winter of 2012-2013 at a cost not to exceed \$50,000.00. The contract shall substantially conform to the contract attached hereto.

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

ADOPTED this 1st day of October, 2012, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 1st day of October, 2012

Attest:

David G. Pope
Village President

Teresa Powell
Village Clerk



Contract

1. THIS AGREEMENT is made and concluded on October 1, 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and G.A. Paving Construction Co., Inc., 123 23rd Street, Bellwood, Illinois, 60104, its executors, administrators, successors or assigns (hereinafter "Contractor".)
2. The following documents set forth the terms of this contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for Project 11-130, Sidewalk Snow Shoveling Services;
 - b. Contractor's Proposal dated September 15, 2011;
 - c. Contractor's Renewal Notification Dated September 13, 2012 proposing no price increase for the 2012-2013 snow season.

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

3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the Streets Superintendent under it in an amount not to exceed \$50,000.
4. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
5. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village of Oak Park

Teresa Powell
Village Clerk
(Seal)

By _____
Cara Pavlicek
Interim Village Manager

G.A. Paving Construction Co. Inc.

REVIEWED AND APPROVED
AS TO FORM

SEP 25 2012

LAW DEPARTMENT

By: _____
Signature

Printed Name

Its: _____
Title

Fenwick, Mike

From: g.a.pavnpLOW@comcast.net

Sent: Thursday, September 13, 2012 5:23 PM

To: Fenwick, Mike

Subject: Re: Snow removal Renewal Letter

Mike , I will freeze my Pricing for 2012/2013 for the upcoming Snow Season, We are ready and waiting for our call to Duty. Thank you for the opportunity to serve Oak park.GA

G.A. Paving Construction, Inc.
Paving and Snow Plowing
630-688-6193

From: "Mike Fenwick" <fenwick@oak-park.us>

To: "g.a.pavnpLOW@comcast.net" <g.a.pavnpLOW@comcast.net>

Sent: Thursday, September 13, 2012 2:44:29 PM

Subject: FW: Snow removal Renewal Letter

COPY

Approved 11/7/11

M

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing Execution of a Bid Proposal Contract with G.A. Paving Construction Co., Inc. of Bellwood, Illinois for Snow Removal Services in the winter of 2011-2012 in an amount not to Exceed \$50,000.

Resolution or Ordinance No. _____
Date of Board Action: November 7, 2011

Staff Review:

Public Works Director: John P. Wielebnicki
John P. Wielebnicki

Village Manager's Office: _____

COPY

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

As a result of the reduction in the Public Works Department staff over the last three years, a Request for Proposal was distributed for snow removal services for plowing and salting assistance of Village streets using contractor's trucks. Also included in the request was an alternate price for school crosswalk shoveling at an hourly rate.

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

The Department of Public Works advertised Request for Proposals for 1) Sidewalk Snow Removal Services, 2) Snow Plowing Assistance and 3) School Crosswalk Shoveling for the 2011-2012 winter season. Proposals were received from six area contractors on September 15th, 2011. A summary is attached.

The base program, 1) is for sidewalk snow removal from the public sidewalk adjacent to disabled and elderly residents who typically cannot remove snow or ice or who have no one in their household. This is to comply with the Village Ordinance for sidewalk snow and ice removal. The recommendation for accepting the low proposal for this work will come under a different Agenda Item Commentary.

The low proposal for, 2) and 3), snow plowing assistance is G.A. Paving Construction, Inc. of Bellwood, Illinois.

The Village has used the services of G.A. Paving successfully in the past. G.A. Paving was the Village's contractor for this service last year. They are also under a separate contract to plow the Village's parking lots this winter.

Staff recommends entering into a contract with G.A. Paving for the services of 2) snow plowing services and 3) back-up service for shoveling school crosswalks. Under the snow plan and the Village's existing collective bargaining agreements, Village personnel will

provide snow removal and the contractor will only be called out when staff have been fully utilized or not available.

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):

There are no opportunities for joint participation at this time. The Village's requirement for these services is unique since it primarily encompasses the clearing of Village streets.

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

The FY 2011 Street Services Budget, External Support, account no. 1001-43740-765-530667 has \$23,406.25 remaining for these services. In FY 2012, \$50,000 for contractor assistance for snow removal services is proposed.

The contract with G.A. Paving Construction, Inc. for snow plowing and sidewalk crosswalk snow removal services will not exceed \$50,000 for the 2011-2012 winter.

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

The use of a back up contractor for snow removal services will ensure the standard level of service is provided to our community.

Proposed Recommended Action: Approve the Motion

SR. SIDEWALK SNOW SHOVELING BID TAB

Company	Sr. Sidewalk Hr. Rate	Salt Cost per bag	Crosswalks Hr. Rate	Plowing Hr. Rate	NOTES
Christy Webber C.	\$ 55.00	\$ 8.00	\$ 55.00	\$ 85.00	Pick Up w/ plow and salt spreader
Tover Snow Professionals	\$ 29.00	\$ 21.00	\$ 29.00		
Beverly Snow & Ice Inc.	\$ 50.00	\$ 50.00	\$ 50.00	\$ 95.00	Pick Up w/ plow and salt spreader
				\$ 125.00	Skid Steer
A & B Landscaping	\$ 25.00	\$ 27.00	\$ 30.00	\$ 75.00	Pick Up w/ plow
				\$ 110.00	1 ton w/ plow
				\$ 130.00	Skid Steer
Winkler Tree & Landscaping	\$ 54.00		\$ 54.00	\$ 95.00	(2) 1 ton w/ plow
G & A Paving	\$ 30.00	\$ 40.00	\$ 30.00	\$ 84.00	(10) Pick Up w/ plow
				\$ 84.00	(6) 6-wheeler w/ plows & salt spreaders
				\$ 84.00	(2) Tandem axle w/plows & salt spreaders
				\$ 150.00	(3) 4-yd loaders
				\$ 100.00	Semi dump for hauling

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

H


Item Title: Resolution Authorizing an Increase of \$20,000.00 to the Contract with Christy Webber & Company of Chicago, Illinois for the 2012 Commercial District Planter Program to an Amount not to exceed \$73,595.00.

Resolution or Ordinance No. _____

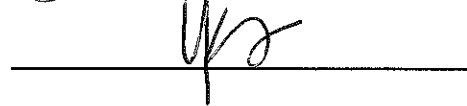
Date of Board Action: October 1, 2012

Staff Review:

Public Works Director:


John P. Wielebnicki

Village Manager's Office:



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

The Commercial District Planter Program consists of planter maintenance services, including seasonal and permanent plant material installation in over 480 planters in twelve Commercial Districts throughout the Village. The program emphasizes permanent, sustainable, perennial plantings and the installation of two seasonal rotations to minimize cost and extend the life of the permanent plantings. The planters require regular maintenance, such as weeding, fertilization, and watering.

On March 19, 2012, the Village Board approved a \$53,595.00 contract with Christy Webber & Company of Chicago, Illinois to serve as the Village's contractor for 2012 Commercial District Planter Program.

To date the Village has expended \$42,507.29 for the program, which includes the initial plant rotation, watering, and maintenance through August. Monthly watering costs during this extremely hot and dry summer have been very high, averaging \$8,500 per month.

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

Increased watering frequency has been necessary to maintain the health, vigor, and appearance of the material in the Commercial District planters, as well as protect the investment made in that material.

Staff recommends increasing the Christy Weber contract by \$20,000.00, for a total not to exceed \$73,595.00, to cover the cost of the additional watering required.

Intergovernmental Cooperation Opportunities (describe if there are opportunities for cost savings or better service with this item by joint participation from other local Oak Park

governmental agencies, or regional municipalities):

This is an existing contract which does not provide additional opportunity for intergovernmental cooperation.

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

No budget amendment is necessary for the \$20,000.00 increase to the Christy Webber contract because the FY 2012 budget provides a total of \$118,000.00 in account no. 1001-43800-742-530660, External Support for this work. Only \$53,595.00 has been authorized and is under contract to date this year. A portion of this balance will be used to offset the increase to the Christy Webber contract, thereby containing net costs within the authorized \$118,000.00 budget.

The cost by Christy Webber & Company for the Commercial District Planter Program for 2012 shall not exceed \$73,595.00.

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

Without additional funding for the Commercial District Planter Program, the investment in plantings to date will not be protected, the appearance of the program will be negatively impacted, and the installation of the second rotation and replacement plantings could be cut back or eliminated.

Proposed Recommended Action: Approve the Resolution

RESOLUTION

**AUTHORIZING AN INCREASE OF \$20,000.00 TO THE CONTRACT WITH
CHRISTY WEBBER & COMPANY OF CHICAGO, ILLINOIS FOR THE 2012 COMMERCIAL
DISTRICT PLANTER PROGRAM, TO AN AMOUNT NOT TO EXCEED \$73,595.00.**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute a contract amendment with Christy Webber & Company of Chicago, Illinois for the Commercial District Planter Program in the Village of Oak Park in 2012, which amendment will increase the maximum contracted amount to \$73,595.00. The contract amendment shall conform substantially to the document attached hereto 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 1st day of October, 2012, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 1st day of October, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Amended Contract

THIS Contract amends the March 19, 2012 contract between the Village of Oak Park and acting by and through its President & Board of Trustees, and Christy Webber & Company, 2900 West Ferdinand Street, Chicago, Illinois 60612, its executors, administrators, successors or assigns (hereinafter "Contractor") so that the maximum contract amount under the agreement is changed from \$53,595.00 to \$73,595.00.

All other contract terms remain the same.

Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.

IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village of Oak Park

Teresa Powell, Village Clerk
(Seal)

By _____
Cara Pavlicek
Interim Village Manager

REVIEWED AND APPROVED
AS A FORM

SEP 25 2012
[Signature]
LAW DEPARTMENT

Christy Webber & Company

By: _____
Signature

Printed Name

Its: _____
Title

Apprd 3/19/12
S

COPY
VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing the Execution of a One Year Agreement with Christy Webber & Company of Chicago, Illinois for the 2012 Commercial District Planter Program in an amount not to exceed \$53,595.00.

Resolution or Ordinance No. _____

Date of Board Action: March 19, 2012

Staff Review:

Public Works Director:

COPY



John P. Wielebnicki

Village Manager's Office: _____

Item History:

The Commercial District Planter Program consists of planter maintenance services, including seasonal and permanent plant material installation in over 480 planters in twelve Commercial Districts throughout the Village. Each planter was originally planted with four seasonal rotations of material. The program has evolved to emphasize permanent, sustainable, perennial plantings and the installation of two seasonal rotations to minimize cost and extend the life of the permanent plantings. However, the planters require regular maintenance, such as weeding, fertilization, and watering.

This program is a one-year contract with one renewal year at the discretion of the Village. As some plants intended to be permanent may not survive from year to year, plant material replacement needs can vary. As the year progresses, there may also be minor adjustments to annual plantings across the various Districts, both for the current and upcoming year. A renewal year with a satisfactory contractor reduces costs by improving communication, allowing more seamless transitions between any design changes and installation, and by expediting material ordering capabilities year over year.

For 2011, a comprehensive plan for all Districts was developed to specify variety, number, and size of all planting material for the program based on planter size, location, and the ability of a site or a planter to sustain plantings permanently. This basic design worked well in 2011 and, with only minor changes, has been continued for the 2012 year.

Item Policy Commentary:

The Village issued a Call for Bids for the Commercial District Planter Program on February 15, 2012. A pre-proposal meeting was held at the Public Works Center on Wednesday, February 22, 2012. Bids were received and opened on Thursday, March 8, 2012. A bid summary is attached.

Bids were divided into two categories, a Base Bid and an Alternate Bid. The Base Bid was composed of all planters in nine Business Districts. The Alternate Bid identified separate costs for the Downtown Oak Park, the Pleasant District, and The Avenue District.

The reason the bids were separated into a base bid and alternate bid is a result of discussion with Downtown Oak Park and their interest in taking over the plantings and maintenance within their district area. The Pleasant District and Avenue District were also broken out for comparison should those districts desire to assume the maintenance. Staff recommends that the work be awarded without the Downtown Oak Park portion, as it is also being recommended by separate agenda item that we collaborate with DTOP for those plantings. In addition, staff recommends accepting the alternate bids for the Pleasant District and the Avenue District.

Christy Weber & Company of Chicago, IL provided the lowest responsible bid:

- Base Bid \$12,360.00
 - Alternate Bid \$9,135.00 (For the Pleasant District and the Avenue District)
 - Watering estimate \$23,100.00
 - Replacement work \$9,000.00 (20% Est. for work due to dead or replacement plants)
- Total Bid \$53,595.00

Staff is seeking approval of a one year agreement with Christy Webber & Company in an amount not to exceed \$53,595.00. Christy Webber was the successful bidder on this program in 2011, and performed satisfactorily.

The agreement provides a second year renewal, pending Board approval. The cost increase will be based on the latest published Consumer Price Index with a cap of 5%.

Intergovernmental Cooperation Opportunities:

The proposed agreement with Downtown Oak Park is an excellent example of inter-agency cooperation.

Item Budget Commentary:

The FY2012 annual budget provides a total of \$118,000.00 for Business District Landscaping in account no. 1001-43800-742-530660, General Contractuals.

If awarded, the contract with Christy Weber & Company for the Commercial District Planter Program for 2012 will not exceed \$53,595.00.

Item Action Options/Alternatives:

The Commercial District Planter Program is necessary to provide an attractive, well-maintained appearance for Commercial Districts throughout the Village. The option would be to do this work in-house. However, this work has been performed by contractor since its inception.

Proposed Recommended Action: Approve the Resolution

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

I

Item Title: Resolution Authorizing Execution of a Contract with The Cerniglia Company for Project 12-1, Water and Sewer Main Improvements in an Amount not to Exceed \$1,815,662.15.

Resolution or Ordinance No. _____

Date of Board Action: *October 1, 2012*

Staff Review:

Department Director Name: Jim Budrick, Village Engineer 

Village Manager's Office: 

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

Bids were opened on Thursday, September 20, 2012 for Project 12-1, Water and Sewer Main Improvements on the streets shown on the attached map. The advertisements for the project were placed in the Wednesday Journal, McGraw Hill – Dodge, Reed Construction Data, Black Contractors United, Federation of Women Contractors, and Hispanic Contractors Industry. A total of 10 contractors picked up proposal documents. Six of the ten contractors submitted bids. The low bid for the project including the lowest alternate pricing was submitted by The Cerniglia Company of Melrose Park, Illinois in the amount of **\$1,815,662.15**. A copy of the bid tabulations along with the EEO Report for the lowest bidder is attached for the Board's information.

This project includes replacing older water mains with low pressure along 5 blocks of Village streets; replacing deteriorated sewer main along 1 block and reconstruction of roughly 3 full blocks of streets. The bid documents for this project included two alternatives for reconstructing the various streets. Alternate A is the cost using concrete on 3 blocks being reconstructed. Alternate B is the cost using asphalt on 3 blocks being reconstructed. The remaining 3 blocks only require partial reconstruction which will be done in asphalt and this cost is built into the Base Bid figures.

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

The Cerniglia Company is pre-qualified by the State of Illinois to perform work of this type. The company has both bid and done work done work for the Village in the past and has done excellent work. It is recommended that a contract be awarded to the Cerniglia Company in the amount of **\$1,815,662.15** which is the lowest overall cost option.

This contract is expected to continue through July, 2013 and therefore two of the three streets will not be started until next spring of 2013.

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):

Last year the Engineering Division worked with the Village of River Forest Public Works to try and merge projects for more competitive bidding. The Water and Sewer project required a higher level of oversight which became an issue with professional liability insurance. Therefore it was decided to work collaboratively on maintenance type projects such as Microsurfacing.

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

Funds for this project have been budgeted in three funds. The following table shows these accounts and amounts recommended to be expended from each.

Fund	Account	Budgeted Amount	Amount Recommended for Contract	Balance Remaining
Water	5040-43730-777-570707	\$1,000,000.	\$701,210	\$298,790
Water	5040-43730-777-560633	\$250,000.	\$207,000	\$43,000
Sewer	5050-43750-781-570707	\$1,000,000.	\$256,000	\$744,000
Sewer	5050-43750-781-560633	\$400,000	\$188,000	\$212,000
CDBG	2083-46201-478-583652	\$463,453	\$463,453	\$0
Total		\$3,113,453	\$1,815,663	\$1,297,790 *

***Note:** The balance will be utilized for an additional water and sewer contract being bid later this year.

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

Two Alternatives were included in the bid documents as described above. The Engineering Division has been providing bid alternates for a number of years in the Village's contracts. This years alternates included asphalt as well as the use of concrete for street pavement replacement.

It is recommended to use the concrete alternate for the three blocks being reconstructed. The additional \$13,000 per block is a good investment as well as for the long term maintenance.

Proposed Recommended Action: Approve the Motion

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

Village of Oak Park			Project 12-1 Water and Sewer Main Improvements Bid Summary		Bid Date 9-20-12	
COMPANY NAME	Alternate A 3 Blocks of Concrete Base + Alt. A	Alternate B 3 blocks of Asphalt Base + Alt. B	Notes :			
Cerniglia Company	\$ 1,815,662.15	\$ 1,776,345.35				
Swallow Construction	\$ 1,981,448.50	\$ 1,839,235.50				
J. Congdon Sewer	\$ 1,995,367.25	\$ 1,982,614.25				
John Neri Construction	\$ 1,997,994.55	\$ 1,908,078.05				
G & M Cement	\$ 1,998,826.94	\$ 1,992,559.74				
Gerardi Sewer and Water	\$ 2,127,481.55	\$ 2,049,458.65	Note 3			
Trine Construction			Note 3			
Bolder Construction			Note 6			
Crowley Sheppard			Note 3			
Sheridan Plumbing						
			Note 3			
			Note 3			
			Note 6			
			Note 6			
			Note6			
			Note 3			
			Note 6			
Note # 1 = Package was returned with out a forwarding address. Note # 2 = Company could not complete the package in time. Note # 3 = Company was not interested in the project. Note # 4 = Company was disqualified due to incomplete bid package Note #5 = Company had prior commitments and could not meet time schedule. Note # 6 + Company is a sub-contractor						
9/20/2012 14:22						

VII (Continued)
 VILLAGE OF OAK PARK
 EEO REPORT

Vendor Name CERANIGUA CO
 Total Employees 13

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

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

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

LOUIS NAPOLITANO, being first duly sworn, deposes and says that he/she is the PRESIDENT (Title or Officer) of CERANIGUA CO and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 20th day of SEPTEMBER, 2012.

[Signature] (Signature) 9-20-2012 (Date)
Ralph Cimino

LOUIS NAPOLITANO, PRESIDENT NOTARILY AUSLIC



RETURN THIS PAGE WITH BID

RESOLUTION

AUTHORIZING EXECUTION OF A CONTRACT WITH THE CERNIGLIA COMPANY FOR PROJECT 12-1 WATER AND SEWER MAIN IMPROVEMENTS

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 The Cerniglia Company of Melrose Park, Illinois , for Project 12-1, Water and Sewer Main Improvements in an amount not to exceed \$1,815,662.15. The contract shall conform substantially to the contract attached hereto as Exhibit A and made part hereof.

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

ADOPTED this 1st day of October, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 1st day of October, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Contract

1. THIS AGREEMENT is made and concluded on October 1, 2012 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and **The Cerniglia Company 3421 Lake Street, Melrose Park, Illinois 60160**, its executors, administrators, successors or assigns (hereinafter "Contractor".)
2. The following documents set forth the terms of this contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for Project 12-1 Water and Sewer Main Improvements, including the CDBG requirements contained therein
 - b. Contractor's Proposal dated September 20, 2012 using Bid Alternate A and
 - c. The Contract Bond

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

3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the **Engineer** under it.

4. The work will be done in two separate phases - the Non-Federal Phase (Phase I) and the Federal Community Development Block Grant (CDBG) Phase (Phase II):

- a. The Contractor will complete Phase I of the project, including all work on Lemoyne Parkway from Hayes Ave to Austin Boulevard; and Harvey Avenue from Chicago Avenue to Iowa Street in an amount not to exceed \$1,352,210. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project for Phase II. The Contractor agrees to comply with the Illinois Prevailing Wage Act for Phase I work. Phase
- b. The Contractor will complete Phase II of the project, including all work on Taylor Avenue from Randolph Street to South Boulevard in an amount not to exceed \$463,453. Contractor must track all labor and materials for the CDBG funded work in Phase II separately from the non-federally funded work in Phase I. The contractor agrees to follow all Federal rules, regulations and guidelines when working on Phase II of the project, including Davis Bacon and Related Acts.

5. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.

6. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village of Oak Park

Teresa Powell
Village Clerk
(Seal)

By _____
Cara Pavlicek
Interim Village Manager

The Cerniglia Company

REVIEWED AND APPROVED
AS TO FORM

By: _____
Signature

SEP 25 2012

LAW DEPARTMENT

Printed Name and Title



Contract Bond

The Cerniglia Company 3421 Lake Street, Melrose Park, Illinois 60160 as PRINCIPAL, and

_____ as SURETY, are held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of **One Million, Eight Hundred Fifteen Thousand, Six Hundred Sixty Two Dollars and 15 /100 (\$1,815,662.15)**, well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2012.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2012.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2012.

Notary Public

Approved this _____ day of _____, 2012.

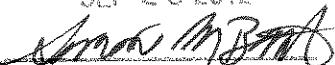
VILLAGE OF OAK PARK

Cara Pavlicek
Interim Village Manager

Attest:

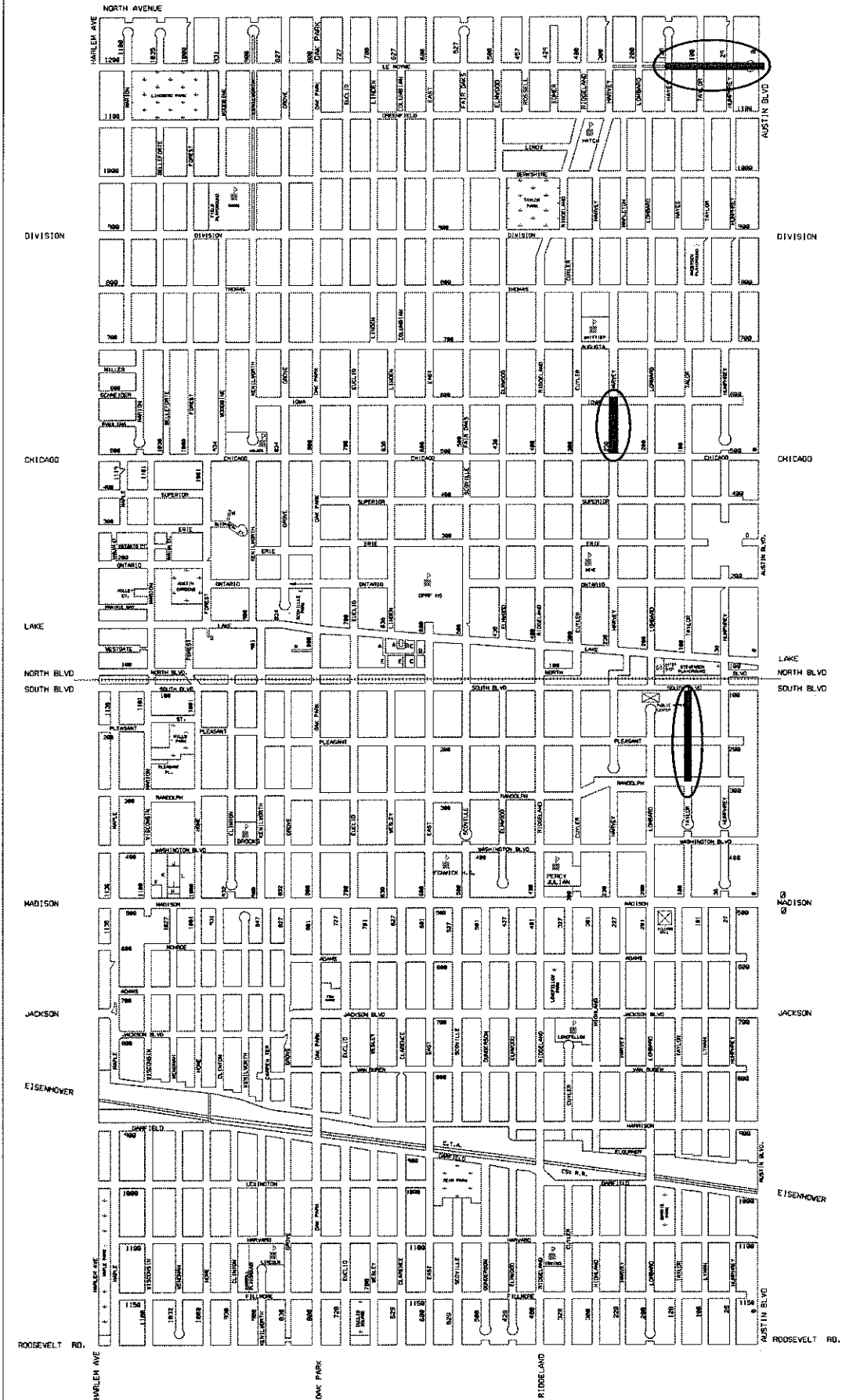
Teresa Powell
Village Clerk
(Seal)

REVIEWED AND APPROVED
AS TO FORM

SEP 25 2012

LAW DEPARTMENT

12-1 Water & Sewer Main Improvements

Project Locations:
Taylor - Randolph to South Blvd
Harvey - Chicago to Iowa
Lemoyne Pkwy - Hayes to Austin





BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

Project Name: **Water and Sewer Main Improvements**

Project Number: **12-1**

Location: **VILLAGE OF OAK PARK ILLINOIS**
Various Locations throughout the Village
(See enclosed list of locations)

Submitted to the President and Board of Trustees

By: CERNIGLIA CO
Contractor's Name

3421 LAKE STREET
Address

MELROSE PARK, ILLINOIS 60160
City

ADDENDUM NO.1

September 11, 2012
WATER AND SEWER MAIN IMPROVEMENTS
VILLAGE OF OAK PARK
COOK COUNTY, ILLINOIS

PROJECT NO. 12-1
BID DATE: **11:00 AM, Thursday September 20, 2012**

This addendum forms a part of the Contract Documents and amends the original documents and the drawings dated September 2012, and the Specifications Manual. Where any part of the contract documents are amended, the unaltered provisions are to remain in effect. Acknowledge receipt of this addendum with separate fax and include signed addendum with the bid packet.

Special Provisions

Revise contract special provisions #24 Gate Valve and Valve Box, #28 Fire Hydrant with 6" Auxiliary Valve and Valve Box, and #29 Fire Hydrant Installation with Surge Suppressor, to include stainless steel bolts and nuts.

Revise contract special provision #10 Trench Backfill to include earth excavation as included in the contract unit price for trench backfill, and to included any required removal of CLSM backfill around existing sewer services on Lemoyne Parkway as included in the contract unit price for trench backfill.

Updated Davis Bacon Wage Rates

Current Federal Wage Rate Decision dated 8/31/2012 for Landscaping work is included.

Phasing of Contract

There are two separate phases of the contract – the Non-Federally funded phase (Phase I) and the Federal Community Development Block Grant (CDBG) Phase (Phase II):

- a. Phase I of the project shall include all work on Lemoyne Parkway from Hayes Ave to Austin Blvd and on Harvey Ave from Chicago Ave to Iowa St. The Contractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers, and mechanics, employed on this project for Phase II. The Contractor shall comply with the Illinois Prevailing Wage Act for Phase I work.
- b. Phase II of the project shall include all work on Taylor Avenue between Randolph St and South Blvd. The Contractor shall track all labor and materials for the CDBG funded work in Phase II separately from the non-federally funded work in Phase I. The Contractor shall follow all Federal rules, regulations and guidelines when working on Phase II of the project, including Davis Bacon and Related Acts.

Ralph Cimino
Signature

9-11-2012
Date

RALPH CIMINO
CERNIGLIA CO



Notice to Bidders

RETURN WITH BID

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the Office of the Village Engineer, Monday through Friday, 8:30 A.M. to 5:00 P.M. at 201 South Boulevard Oak Park, Illinois 60302 until **11:00 A.M. Thursday, September 20, 2012** at which time the proposals shall be publicly opened and read.

Description of Work

Name: Water and Sewer Improvements

Location: Various locations throughout the Village of Oak Park (see detailed plans for exact streets)

Proposed Improvement: Installation of ductile iron water main, including valves, domestic service lines, fire hydrants; and installation of precast valve vaults; installation of sewer main, house service lines, precast manholes and catch basins; restoration of street pavement including bituminous pavements, curb and gutter, sidewalks, driveways, parkways; alternate concrete street pavement and ; all appurtenant work thereto.

Bidders Instructions

1. Plans and proposal forms will be available in the Office of the Village Engineer, 201 South Boulevard, Oak Park, Illinois 60302 upon payment of **\$40.00** (non-refundable). No plans will be issued to prospective bidders after **5 P.M.** on the working day preceding the opening of bids.
2. At the bid opening, all proposals must be accompanied by a proposal guaranty, executed by a corporate surety company (bid bond) or a bank cashier's check in the amount of 10% of the amount bid.
3. The awarding authority reserves the right to waive technicalities and to reject any or all proposals as provided in Article 102.01 of the "Standard Specifications for Road and Bridge Construction," prepared by the Department of Transportation.
4. Bidders need not return the entire proposal when bids are submitted. Portions of the proposal that must be returned include the following:

- a. Proposal Cover
 - b. Notice to Bidders
 - c. Contract Proposal (I)
 - d. Contract Schedule of Prices Form (II) (if required)
 - e. Proposal Bid Bond (III) (if required)
 - f. Contractor's Certification (IV)
 - g. Tax Compliance Affidavit (V)
 - h. Fair Employment Practices Affidavit of Compliance (VI)
 - i. Village of Oak Park EEO Report (VII)
 - j. Participation Statement
 - SCHEDULE C: Village of Oak Park Letter of Intent From MBE/WBE to Perform as a Subcontractor, Supplier, and/or Consultant
 - SCHEDULE D: Village of Oak Park M.WBE Participation
 - k. Affidavit of Availability
 - l. Federal Guidelines (if applicable) Item #5 is followed as written below:
5. This project is financed with federal Community Development Block Grant (CDBG) funds and thus is subject to all federal rules, regulations and guidelines.

Please note that all contractors awarded the contract (and their subcontractors) will receive no payouts from the village until documents submitted have been reviewed and approved and all federal requirements have been met.

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

By Order of

RETURN WITH BID

Jim Budrick, Village Engineer



Proposal

RETURN WITH BID

1. Proposal of CERNIGLIA CO 3421 LAKE ST. MELROSE PK. ILL 600160

for the improvement of sidewalks and curbs as noted herein and perform all appurtenant work thereto.

1. The plans for the proposed work are those prepared by the Engineering Division of the Village of Oak Park, 201 South Boulevard, Oak Park, Illinois on September 6, 2012
2. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications" thereto, adopted and in effect on the date of invitation of bids.
3. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Supplemental Specifications and Recurring Special Provisions" contained in this proposal.
4. The undersigned agrees to complete the work before July 31, 2013 unless additional time is granted in accordance with the specifications.
5. Accompanying this proposal is either a bid bond on the Village Bond form or a proposal guaranty check, complying with the specifications, made payable to the Village of Oak Park. The amount of the check is 10% BID BOND (\$ _____).
6. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the awarding authority.
7. Each pay item should have a unit price and a total price.
8. The unit price shall govern if no total price is shown or if there is a discrepancy between the results of unit price multiplied by the quantity.
9. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

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

Special Note: Davis-Bacon and Related Acts require maintaining and submitting Certified Payroll records weekly for all entities working on this project.

13. Proposal Guaranty Check:

Attach Cashier's Check or Certified Check Here

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

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

The proposal guaranty check will be found in the proposal for: Village of Oak Park

Project 12-1 Water and Sewer Main Improvements

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



Oak Park

Village of Oak Park, IL
Proposal Bid Bond

RETURN WITH BID

WE Cerniglia Company, Inc., 3421 W. Lake Street, Melrose Park, IL 60160
as PRINCIPAL, and Travelers Casualty and Surety
Company of America, One Tower Square, Hartford, CT 06183 as SURETY,
are held and firmly bound unto the Village of Oak Park, IL (hereafter referred to as "VOP") in the penal sum of 10% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the VOP acting through its awarding authority for the construction of the work designated as the above section. Project 12-1 Water and Sewer Main Improvements

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 20th day of September A.D. 20 12

Cerniglia Company, Inc.

(Company Name)

PRINCIPAL

(Company Name)

By:

By: LOUIS NAPOLITANO, PRESIDENT

(Signature & Title)

(Signature & Title)

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

SURETY

Travelers Casualty and Surety Company of America

(Name of Surety)

(Signature of Attorney-in-Fact) Gina M. Damato

STATE OF ILLINOIS

COUNTY OF DuPage

I, Brenda D. Hockberger, a Notary Public in and for said county, do hereby certify that Gina M. Damato

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

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

Given under my hand and notary seal this 20th day of September A.D. 20 12

NOTICE

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

My commission expires 2/4/2016

Brenda D. Hockberger
Notary Public





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225251

Certificate No. 004937761

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Cindy Genslinger, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Rosemary Muliere, Kathy Anderson, Vaenessa Sims, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Petersen, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Heather J. Meneghetti, Stephanie Miller, Grace Lawrence, David Letcher, Andrew Stontz, Ann Mulder, Matthew Donovan, Joanna L. Leggett, Matthew Tobias, Launa Reidenbach, William Matthews, Mary D. Thomas, Anthony Engeltjes, Richard Valente, and Brendan Reilly

of the City of Naperville/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of June, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 25th day of June, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



Marie C. Tetreault, Notary Public

SCHEDULE OF PRICES

15. The undersigned further agrees that if awarded the contract for the sections contained in the following combinations, will perform the work in accordance with The requirements of each individual proposal for the multiple bid specified in the schedule below.

Schedule of Multiple Bids

Combination Letter	Sections Included in Combination	Total

SCHEDULE OF PRICES

12-1 WATER AND SEWER MAIN IMPROVEMENTS

See Plans and Specifications for Information Regarding Pay Items

ITEM NO.	PAY ITEM	QUANTITY	UNIT	UNIT PRICE \$-	TOTAL PRICE \$-
1	TREE PROTECTION	1	L SUM	4000 ⁻	4000 ⁻
2	TREE ROOTS PRUNING	6850	LIN FT	3 ⁹⁰ ₋	26715 ⁻
3	TREE REMOVAL (UNDER 6 UNIT DIA)	50	UNIT DIAMETER	40 ⁻	2000 ⁻
4	POROUS GRANULAR BACKFILL	120	CU YD	31 ⁻	3720 ⁻
5	TRENCH BACKFILL	2890	CU YD	29 ⁻	83810 ⁻
6	SUB-BASE GRAN MATERIAL, TYPE A, 4"	6148	SQ YD	6 ⁷⁵ ₋	41499 ⁻
7	SUB-BASE GRAN MATERIAL, TYPE B	197	CU YD	22 ⁻	4334 ⁻
8	WOVEN GEOTEXTILE - MIRAFI FW403 OR EQUAL	5491	SQ YD	3 ²⁰ ₋	17571 ²⁰ ₋
9	HOT-MIX SURFACE REMOVAL	11	SQ YD	40 ⁻	440 ⁻
10	HOT-MIX SURFACE REMOVAL (COLD MILLING), VAR D	623	SQ YD	7 ⁹⁰ ₋	4921 ²⁰ ₋
11	HOT-MIX SURFACE REMOVAL (COLD MILLING), 4"	2281	SQ YD	8 ⁴⁰ ₋	19160 ⁴⁰ ₋
12	HMA SURF REM BUTT JT	64	SQ YD	21 ⁻	1344 ⁻
13	PAVEMENT REMOVAL	7318	SQ YD	15 ⁷⁵ ₋	115258 ⁵⁰ ₋
14	EARTH EXCAVATION	70	CU YD	53 ⁻	3710 ⁻
15	COMBINATION CURB AND GUTTER REMOVAL	6399	LIN FT	6 ⁷⁵ ₋	43193 ²⁵ ₋
16	SIDEWALK REMOVAL	10413	SQ FT	1 ⁻	10413 ⁻
17	DRIVEWAY PAVEMENT REMOVAL	95	SQ YD	18 ⁻	1710 ⁻
18	PCC BASE COURSE 6"	213	SQ YD	40 ⁻	8520 ⁻
19	PCC BASE COURSE 8"	1898	SQ YD	39 ⁻	74022 ⁻
20	PCC BASE COURSE 10" HIGH EARLY STRENGTH	40	SQ YD	105 ⁻	4200 ⁻
21	REMOVE AND RESET PAVERS	226	SQ FT	17 ⁻	3842 ⁻
22	EPOXY COATED TIE BARS 3/4" x 24"	956	EACH	6 ⁻	5736 ⁻
23	COMB CONC C&G, TYPE B-6.12 (MOD)	6399	LIN FT	15 ⁵⁰ ₋	99184 ⁵⁰ ₋
24	PCC SIDEWALK 5 INCH	6118	SQ FT	4 ²⁰ ₋	25695 ⁶⁰ ₋

SCHEDULE OF PRICES

12-1 WATER AND SEWER MAIN IMPROVEMENTS

See Plans and Specifications for Information Regarding Pay Items

ITEM NO.	PAY ITEM	QUANTITY	UNIT	UNIT PRICE \$-	TOTAL PRICE \$-
25	PCC PARKWAY SIDEWALK 5 INCH	4295	SQ FT	5 ⁻	21475 ⁻
26	DETECTABLE WARNINGS	296	SQ FT	30 ⁻	8880 ⁻
27	PCC DRIVEWAY PAVEMENT 7 INCH	95	SQ YD	48 ⁻	4560 ⁻
28	PCC PAVEMENT 9 INCH	134	SQ YD	55 ⁻	7370 ⁻
29	PROTECTIVE COAT	2846	SQ YD	1 ⁶⁰ ₋	4553 ⁶⁰ ₋
30	BITUMINOUS MATERIALS (PRIME COAT)	754	GALLON	0 ⁶⁰ ₋	452 ⁴⁰ ₋
31	HOT-MIX ASPHALT BIND CSE, IL-19, N50	620	TON	82 ⁻	50840 ⁻
32	HOT-MIX ASPHALT SURFACE COURSE, MIX"D", N50	590	TON	92 ⁵⁰ ₋	54575 ⁻
33	DUCTILE IRON WM 6" ENCASED IN POLY	46	LIN FT	48 ⁻	2208 ⁻
34	DUCTILE IRON WM 8" ENCASED IN POLY	3154	LIN FT	53 ⁻	167162 ⁻
35	8"x 8" TAP TEE WITH 8" TAP VALVE	2	EACH	5700 ⁻	11400 ⁻
36	CONNECTION TO 8" W M - TYPE A	2	EACH	3800 ⁻	7600 ⁻
37	REPLACEMENT OF 6" W M SECTION - TYPE A	2	EACH	5100 ⁻	10200 ⁻
38	REPLACEMENT OF 6" W M SECTION - TYPE B	2	EACH	3800 ⁻	7600 ⁻
39	8" GATE VALVE	12	EACH	2600 ⁻	31200 ⁻
40	MISCELLANEOUS FITTINGS	800	POUND	1 ⁻	800 ⁻
41	FIRE HYDRANT INSTALLATION - TYPE A	2	EACH	5300 ⁻	10600 ⁻
42	FIRE HYDRANT INSTALLATION - TYPE B	3	EACH	6800 ⁻	20400 ⁻
43	VALVE VAULTS, TYPE A, 4'-DIA, T1FCL	12	EACH	2800 ⁻	33600 ⁻
44	VALVE BOX INSTALLED	2	EACH	300 ⁻	600 ⁻
45	WATER SERVICE INSTALLATION 1"	86	EACH	820 ⁻	70520 ⁻
46	WATER SERVICE INSTALLATION 1 1/2"	2	EACH	1300 ⁻	2600 ⁻
47	WATER SERVICE INSTALLATION 2"	1	EACH	1900 ⁻	1900 ⁻
48	WAT SERV LINE IN TR, 1", COPPER	1025	LIN FT	14 ⁻	14350 ⁻

SCHEDULE OF PRICES

12-1 WATER AND SEWER MAIN IMPROVEMENTS

See Plans and Specifications for Information Regarding Pay Items

ITEM NO.	PAY ITEM	QUANTITY	UNIT	UNIT PRICE \$-	TOTAL PRICE \$-
49	WAT SERV LINE IN TR, 1 1/2", COPPER	20	LIN FT	40 ⁻	800 ⁻
50	WAT SERV LINE IN TR, 2", COPPER	10	LIN FT	50 ⁻	500 ⁻
51	WAT SERV LINE AUG, 1", COPPER	630	LIN FT	16 ⁻	10080 ⁻
52	WAT SERV LINE AUG, 1 1/2", COPPER	30	LIN FT	55 ⁻	1650 ⁻
53	WAT SERV LINE AUG, 2", COPPER	10	LIN FT	70 ⁻	700 ⁻
54	DOM WATER SERV BOXES TO BE REMOVED	90	EACH	10 ⁻	900 ⁻
55	CUT AND CAP EXISTING 4" WATER MAIN	8	EACH	1000 ⁻	8000 ⁻
56	CUT AND CAP EXISTING 6" WATER MAIN	2	EACH	1100 ⁻	2200 ⁻
57	FILLING EXISTING VALVE VAULTS	2	EACH	200 ⁻	400 ⁻
58	VALVE VAULT TO BE REMOVED	1	EACH	200 ⁻	200 ⁻
59	VALVE BOX TO BE REMOVED	2	EACH	160 ⁻	320 ⁻
60	FIRE HYDRANTS TO BE REMOVED	3	EACH	600 ⁻	1800 ⁻
61	6" PVC CLEANOUT INSTALLED	1	EACH	300 ⁻	300 ⁻
62	HOUSE SEWER CONNECTION, 6" PVC SDR 26 ASTM D-2241	1130	LIN FT	34 ⁻	38420 ⁻
63	STORM SEWERS, TYPE 1, 8" DIP	254	LIN FT	37 ⁻	9398 ⁻
64	STORM SEWERS, TYPE 2, 8" PVC SDR 26 ASTM D-2241	226	LIN FT	34 ⁻	7684 ⁻
65	COMBINED SEWERS, TYPE 2, 12" PVC SDR 26 ASTM D-2241	32	LIN FT	100 ⁻	3200 ⁻
66	COMBINED SEWERS, TYPE 2, 15" PVC SDR 26 ASTM D-3034	621	LIN FT	94 ⁻	58374 ⁻
67	REPLACEMENT OF 12" COMBINED SEWER	1	L SUM	3600 ⁻	3600 ⁻
68	REPLACEMENT OF 18" COMBINED SEWER	1	L SUM	4700 ⁻	4700 ⁻
69	MANHOLES, TYPE A, 4'-DIA, T1F CL	3	EACH	4100 ⁻	12300 ⁻
70	INLETS, TYPE A, T1FOL (16" DEPTH)	7	EACH	1000 ⁻	7000 ⁻
71	CONNECTION TO EXISTING MANHOLE	2	EACH	2100 ⁻	4200 ⁻
72	CONNECTION TO EXISTING INLET	3	EACH	1200 ⁻	3600 ⁻

SCHEDULE OF PRICES

12-1 WATER AND SEWER MAIN IMPROVEMENTS

See Plans and Specifications for Information Regarding Pay Items

ITEM NO.	PAY ITEM	QUANTITY	UNIT	UNIT PRICE - \$-	TOTAL PRICE - \$-
73	CONNECTION TO EXISTING CATCH BASIN	17	EACH	1500 ⁻	25500 ⁻
74	MANHOLES TO BE RECONSTRUCTED SPECIAL	3	EACH	1700 ⁻	5100 ⁻
75	MANHOLES TO BE RECONSTRUCTED WITH SHOTCRETE	2	EACH	2800 ⁻	5600 ⁻
76	MANHOLES TO BE REMOVED	4	EACH	100 ⁻	400 ⁻
77	CATCH BASINS TO BE REMOVED	6	EACH	100 ⁻	600 ⁻
78	VALVE BOX ADJUSTMENT	3	EACH	200 ⁻	600 ⁻
79	BASE, FRAME AND LID TYPE 5	5	EACH	900 ⁻	4500 ⁻
80	FRAME AND LID ADJUSTMENT	29	EACH	300 ⁻	8700 ⁻
81	FRAME AND LID ADJUSTMENT WITH NEW T1 FRAME & LID	4	EACH	620 ⁻	2480 ⁻
82	CLEANOUT FRAME AND LID	1	EACH	300 ⁻	300 ⁻
83	AGGREGATE FOR TEMPORARY ACCESS	400	SQ YD	4 ⁻	1600 ⁻
84	BITUMINOUS MIXTURE FOR MAINTENANCE	200	SQ YD	8 ⁻	1600 ⁻
85	DUST CONTROL WATERING	1	L SUM	2050 ⁻	2050 ⁻
86	TRAFFIC CONTROL AND PROTECTION	1	L SUM	10000 ⁻	10000 ⁻
87	TRAFFIC CONTROL AND PROTECTION STANDARD 701606	1	EACH	2100 ⁻	2100 ⁻
88	TRAFFIC CONTROL AND PROTECTION CHICAGO AVE DETOUR	1	EACH	2100 ⁻	2100 ⁻
89	THPL PVT MK - LINE 6", WHITE	513	LIN FT	3 ³⁰	1692 ⁹⁰
90	THPL PVT MK - LINE 12", WHITE	612	LIN FT	6 ⁵⁰	3978 ⁻
91	THPL PVT MK - LINE 24", WHITE	175	LIN FT	13 ⁻	2275 ⁻
92	PARKWAY RESTORATION	6350	SQ YD	10 ⁵⁰	66675 ⁻
93	CUL DE SAC LANDSCAPING LEMOYNE & AUSTIN	1	L SUM	17100 ⁻	17100 ⁻
94	MAINTENANCE OF ROADWAYS	1	L SUM	4000 ⁻	4000 ⁻
95	CONTINGENCY ALLOWANCE	1	L SUM	30000 ⁻	\$ 30,000.00

BASE BID (ITEMS 1 - 95) =

1,529,723.05

RETURN THIS PAGE WITH BID

SCHEDULE OF PRICES

12-1 WATER AND SEWER MAIN IMPROVEMENTS

See Plans and Specifications for Information Regarding Pay Items

BID ALTERNATE A: PCC PAVEMENT JOINTED, 9"

ITEM NO.	PAY ITEM	QUANTITY	UNIT	UNIT PRICE \$-	TOTAL PRICE \$-
96	PCC PAVEMENT JOINTED, 9"	5035	SQ YD	54 ¹⁰	272393 ⁵⁰
97	CONCRETE SEALER	5644	SQ YD	2 ⁴⁰	13545 ⁶⁰

BID ALTERNATE A SUB TOTAL (ITEMS 96 - 97) =

285939.10

BID ALTERNATE B: FULL DEPTH ASPHALT

ITEM NO.	PAY ITEM	QUANTITY	UNIT	UNIT PRICE \$-	TOTAL PRICE \$-
98	BITUMINOUS MATERIALS (PRIME COAT)	2066	GALLON	0 ⁵⁵	1136 ³⁰
99	HOT-MIX ASPHALT BASE COURSE, 4"	5035	SQ YD	23 ¹⁰	116308 ⁵⁰
100	HOT-MIX ASPHALT BIND CSE, IL-19, N50	850	TON	82 ⁻	69700 ⁻
101	HOT-MIX ASPHALT SURFACE COURSE, MIX"D", N50	643	TON	92 ⁵⁰	59477 ⁵⁰

BID ALTERNATE B SUB TOTAL (ITEMS 98 - 101) =

246622.30

BASE BID + BID ALTERNATE A =

1,815,662.15

BASE BID (ITEMS 1-95) PLUS ALTERNATE A (ITEMS 96-97)

BASE BID + BID ALTERNATE B =

1,774,345.35

BASE BID (ITEMS 1-95) PLUS ALTERNATE B (ITEMS 98-101)



CONTRACTOR

CERTIFICATIONS

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

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

- C. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois and the Village of Oak Park, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

- D. The undersigned firm certifies that it is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

Organization Name

(Seal - If Corporation)

By: [Signature] LOUIS NAPOLITANO
Authorized Signature PRESIDENT

CERNIGLIA CO 3421 LAKE ST
MELROSE PARK, IL 60160
708.343.8586
Address Telephone

Subscribed and sworn to before me their 20TH day of SEPTEMBER, 2012.

[Signature]
Notary Public

In the State of ILLINOIS.

My Commission Expires: 8-24-2015



(Complete Applicable Paragraph Below)

(a) Corporation

The Vendor is a corporation, which operates under the legal name of

CERNIGLIA CO and is organized and existing under the laws of the State of ILLINOIS.

The full names of its Officers are:

President LOUIS NAPOLITANO

Secretary RALPH CIMINO

Treasurer BARBARA NAPOLITANO

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

RETURN THIS PAGE WITH BID

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

The partnership does business under the legal name of

_____, which name is registered with
the office of _____ in the county of
_____.

(c) Sole Proprietor

The Vendor is a Sole Proprietor whose full name is

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

Signed: _____
Sole Proprietor

Owner and / or Company Officer Information:

The Village may require additional information in the way of social security numbers and drivers license numbers of company officials for the purposes of performing background checks. The officers names and titles should be listed below:

Name	Title
LOUIS NAPOLITANO	PRESIDENT
RALPH CIMINO	SECRETARY

RETURN THIS PAGE WITH BID

IV

CONTRACTOR'S CERTIFICATION

CERNIGLIA CO, as part of its proposal on a contract for
(name of contractor)

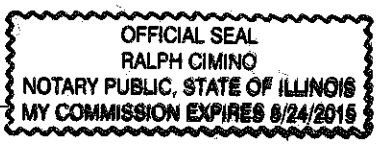
PROJECT 12-1 to the Village of Oak Park, hereby
(general description of item(s) proposal on)

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

By: [Signature]
(Authorized Agent of Contractor)
LOUIS NAPOLITANO, PRESIDENT

Subscribed and sworn to
before me their 20TH day of
SEPTEMBER, 2012.

[Signature]
Notary Public



RETURN THIS PAGE WITH BID

IV

CONTRACTOR'S CERTIFICATION (cont.)

CERNIGLIA CO, as part of its proposal on a contract for
(name of contractor)

PROJECT 12-1 to the Village of Oak Park, hereby
(general description of item(s) proposal on)

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

By: [Signature]
(Authorized Agent of Contractor)
LOUIS NAPOLITANO, PRESIDENT

Subscribed and sworn to

before me their 20TH day of

SEPTEMBER, 2012.

Ralph Cimino
Notary Public



RETURN THIS PAGE WITH BID

V

TAX COMPLIANCE AFFIDAVIT

LOUIS NAPOLITANO, being first duly sworn, deposes and says: that he/she is PRESIDENT of (partner, officer, owner, etc.)

CERNISUA CO
(contractor)

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



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

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

Subscribed and sworn to their 20TH day of SEPTEMBER, 2012.

Ralph Cimino
Notary Public



RETURN THIS PAGE WITH BID



Minority Business and Women Business Enterprises Requirements:

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

Reporting Requirements:

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

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

Disadvantaged Business Participation Reporting

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

VI

**FAIR EMPLOYMENT PRACTICES
AFFIDAVIT OF COMPLIANCE**

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

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

PRESIDENT of CERNIGLIA Co and that he/she
(Title or Office) (Name of Company)

has the authority to make the following affidavit; that he/she has the knowledge of the Village of Oak Park Ordinance relating to Fair Employment Practices and knows and

understands the contents thereof; that he/she certifies hereby that CERNIGLIA Co
(Name of

_____ is an "Equal Opportunity Employer" as defined by Section 2000
company)

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

Subscribed and sworn to before
me their 20TH day of

SEPTEMBER, 2012

Ralph Cimino
Notary Public

LOUIS NAPOLITANO
PRESIDENT



RETURN THIS PAGE WITH BID

VII

VILLAGE OF OAK PARK
E.E.O. REPORT

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

1. Vendor Name: CERNIGLIA CO

2. Check here if your firm is:

- MBE
 WBE
 DBE
 Non-MBE/WBE

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

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

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

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

RETURN THIS PAGE WITH BID

**VII (Continued)
VILLAGE OF OAK PARK
EEO REPORT**

Vendor Name CERNIGLIA CO
Total Employees 13

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

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

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

LOUIS NAPOLITANO, being first duly sworn, deposes and says that he/she is the PRESIDENT (Title or Officer) of CERNIGLIA CO and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 20th day of SEPTEMBER, 2012.

9-20-2012
(Date)

(Signature)

LOUIS NAPOLITANO, PRESIDENT

Ralph Cimino
PUBLIC



RETURN THIS PAGE WITH BID

Participation Statement

(1) Instructions

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

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

CERNIGLIA CO

Fax 17083433451

Sep 13 2012 10:47am P005/005

SCHEDULE C:

VILLAGE OF OAK PARK LETTER OF INTENT FROM MBE /WBE TO PERFORM AS A SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

MAWBE Firm: ADVANCED VIDEO SOLUTIONS Contract #: PROJECT # 12-1

Address: 615 BERKSHIRE CT City/State/Zip: SCHAUMBURG, IL 60193

Contact Person: KAREN KOWALIK Phone: 847-534-0100 Fax: 847-534-0107

Certification Expiration Date: 5/31/2013 Race/Gender: CAUCASIAN / FEMALE

Will the MAWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation.

Proposed Subcontractor:

The undersigned MAWBE is prepared to provide the following Commodities and or Services for the above named Project/Contract:

PRE CONSTRUCTION VIDEO

Indicate the **Total Dollar Amount**, the **Percentage**, and the **Terms of Payment** for the above-described Commodities/Services:

\$ 875.00

(If more space is needed to fully describe the MAWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.)

Prime Bidder/Proposer declares and affirms that the facts and representations set forth herein are true and correct and no material facts have been omitted.

Karen A. Kowalik

Signature (MAWBE)

KAREN A. KOWALIK

Print Name

ADVANCED VIDEO SOLUTIONS, INC.

Firm Name

9-18-2012

Date

[Signature]

Signature (Prime Bidder/Proposer)

LOUIS NAPOLITANO

Print Name

CERNIGLIA CO

Firm Name

9-20-2012

Date

Subscribed and sworn before me this 18 day of SEPT, 2012

[Signature]

(SEAL)

Signature of Notary Public

My Commission expires on _____

"OFFICIAL SEAL"

Patricia A Page

Notary Public, State of Illinois

My Commission Expires 4/14/2013

RETURN THIS PAGE WITH BID

SCHEDULE C:

VILLAGE OF OAK PARK LETTER OF INTENT FROM MBE /WBE TO PERFORM AS A SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

MAWBE Firm: KIM CONST CO INC. Contract #: _____

Address: 3142 HOLEMAN City/State/Zip: STEGER IL 60475

Contact Person: KIM A VALLOW Phone: 708 754-1181 Fax: 708-754-1183

Certification Expiration Date: 12-1-2013 Race/Gender: WHITE - FEMALE

Will the MAWBE firm be subcontracting any of the performance of this contract to another firm?

No [] Yes - Please attach explanation.

Proposed Subcontractor: _____

The undersigned MAWBE is prepared to provide the following Commodities and or Services for the above named Project/Contract:

BID ITEM 75 - MANHOLE TO BE RECONSTRUCTED WITH SHOTCRETE

Indicate the **Total Dollar Amount**, the **Percentage**, and the **Terms of Payment** for the above-described Commodities/Services:

(If more space is needed to fully describe the MAWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.)

Prime Bidder/Proposer declares and affirms that the facts and representations set forth herein are true and correct and no material facts have been omitted.

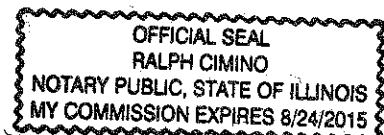
[Signature]
Signature (MAWBE)
KIM A VALLOW
Print Name
KIM CONST CO INC
Firm Name
9-15-12
Date

[Signature]
Signature (Prime Bidder/Proposer)
LOUIS NAPOLITANO
Print Name
CERNIGLIA CO
Firm Name
9-20-2012
Date

Subscribed and sworn before me this 15th day of SEPTEMBER, 2012.

[Signature] (SEAL)
Signature of Notary Public

My Commission expires on 8-24-2015



RETURN THIS PAGE WITH BID

SCHEDULE C:

VILLAGE OF OAK PARK LETTER OF INTENT FROM MBE /WBE TO PERFORM AS A SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Marking Specialists Corporation Contract #: 12-1

Address: 214 Crystal St-Suite C City/State/Zip: Cary, IL 60013

Contact Person: Judith M. Peszek Phone: 847-462-0799 Fax: 847-462-0929

Certification Expiration Date: 12/1/2012 Race/Gender: Hispanic

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[x] No [] Yes - Please attach explanation.

Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities and or Services for the above named Project/Contract: Pavement Markings

Indicate the Total Dollar Amount, the Percentage, and the Terms of Payment for the above-described Commodities/Services:

\$ 5,483.25

(If more space is needed to fully describe the M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.)

Prime Bidder/Proposer declares and affirms that the facts and representations set forth herein are true and correct and no material facts have been omitted.

Signature (M/WBE) Robert W. Buerer

Print Name Marking Specialists Corporation

Firm Name 9/18/12

Date

Signature (Prime Bidder/Proposer) LOUIS NAPOLITANO

Print Name CERNIGLIA CO

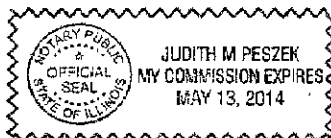
Firm Name 9-20-2012

Date

Subscribed and sworn before me this 18th day of September 2012.

Signature of Notary Public (SEAL)

My Commission expires on May 13, 2014



RETURN THIS PAGE WITH BID

SCHEDULE C:

VILLAGE OF OAK PARK LETTER OF INTENT FROM MBE /WBE TO PERFORM AS A SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

M/WBE Firm: H.S. MOHR & SONS Co Contract #:

Address: 915 S. MAPLE AVE City/State/Zip: OAK PARK, IL 60304

Contact Person: Marlene Mohr Phone: 708-366-0338 Fax: 708-366-2881

Certification Expiration Date: 6/5/13 Race/Gender: White - Female

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm? No Yes - Please attach explanation.

Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities and or Services for the above named Project/Contract:

Delivery of Ready-Mix Concrete

Indicate the Total Dollar Amount, the Percentage, and the Terms of Payment for the above-described Commodities/Services:

(If more space is needed to fully describe the M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.)

Prime Bidder/Proposer declares and affirms that the facts and representations set forth herein are true and correct and no material facts have been omitted.

Dolores Mohr

[Signature]

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Dolores Mohr

LOUIS NABULITANO

Print Name

Print Name

H.S. Mohr & Sons Co.

CERNIGLIA CO

Firm Name

Firm Name

9-18-12

9-20-2015

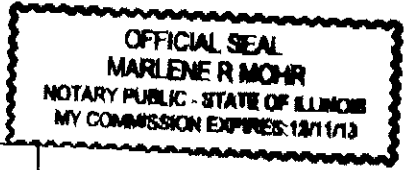
Date

Date

Subscribed and sworn before me this 15 day of SEPTEMBER 20 12.

Marlene R. Mohr (SEAL)
Signature of Notary Public

My Commission expires on 12/11/13



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

Contract #: PROJECT 12-1 Contract Value: \$ TBD

Contact Person: LOUIS NAPOLITANO Phone: 7083438586 Fax: 7083433451

Description of Commodities/Services to be provided by the Bidder/Proposer on this Contract:
WATER AND SEWER MAIN IMPROVEMENTS

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

Finance Department
The Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302
PHONE: 708.358.5460, FAX: 708.358.5105.

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

[Signature]
Signed
CERRIGLIA CO
Firm Name (Print)
7083438586 7083433451
Phone Fax

LOUIS NAPOLITANO, PRESIDENT
Name and Title (Print)
3421 LAKE ST
Firm Address (Print)
MELROSE PARK IL 60160
City/State/Zip

SUBSCRIBED AND SWORN before me this 20TH day of SEPTEMBER, 2012

Ralph Cimino
Signature of Notary Public

(SEAL)



RETURN THIS PAGE WITH BID

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

M/WBE firms may participate in the performance of this contract, either DIRECTLY or INDIRECTLY, as:
Prime Bidders/Proposers; Joint Venture Partners; Subcontractors; and/or Suppliers.

Name of M/WBE Firm:	<i>Advanced Video</i>	Race / Gender:	<i>woman</i>
Address:	<i>615 Berkshire</i>		
City/State/Zip:	<i>Schaumburg, IL 60193</i>		
Telephone No.:	<i>847 534 0100</i>	Fax:	<i>847 534 0107</i>
Contact Person:	<i>Karen Kowalik</i>		
Dollar Amount: \$	<i>875 -</i>	%	Schedule C attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Description of Commodity/Service: <i>Video taping</i>			

Name of M/WBE Firm:	<i>Kim Construction</i>	Race / Gender:	<i>woman</i>
Address:	<i>3142 Holmes</i>		
City/State/Zip:	<i>Edger, IL 60475</i>		
Telephone No.:	<i>708 754 1181</i>	Fax:	<i>708 754 1183</i>
Contact Person:	<i>Kim Vallow</i>		
Dollar Amount: \$	<i>5100 -</i>	%	Schedule C attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Description of Commodity/Service: <i>MH Reconstruction</i>			

Name of M/WBE Firm:	<i>Mtg Specialist</i>	Race / Gender:	<i>hispanic</i>
Address:	<i>214 Crystal</i>		
City/State/Zip:	<i>Cam, IL 60013</i>		
Telephone No.:	<i>847 462 0799</i>	Fax:	<i>847 462 0929</i>
Contact Person:	<i>Robert Guere</i>		
Dollar Amount: \$	<i>5483 25</i>	%	Schedule C attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Description of Commodity/Service: <i>Pro Marketing</i>			

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

RETURN THIS PAGE WITH BID

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

M/WBE firms may participate in the performance of this contract, either DIRECTLY or INDIRECTLY, as:
Prime Bidders/Proposers; Joint Venture Partners; Subcontractors; and/or Suppliers.

Name of M/WBE Firm: <i>H J Mohr & Sons</i>		Race / Gender: <i>female</i>
Address: <i>915 S Maple</i>		
City/State/Zip: <i>Oak Park, IL 60304</i>		
Telephone No.: <i>708 306 0338</i>	Fax: <i>708 386 2881</i>	
Contact Person: <i>Maureen Mohr</i>		
Dollar Amount: \$ <i>32000</i>	%	Schedule C attached? [<input checked="" type="checkbox"/>] Yes [] No
Description of Commodity/Service: <i>red-mix supplies</i>		

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

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

Total MBE \$	<i>5483²⁵</i>	_____	%
Total WBE \$	<i>37975</i>	_____	%
Grand Total MBE \$	<i>5483²⁵</i>	_____	%
Grand Total WBE \$	<i>37975</i>	_____	%

RETURN THIS PAGE WITH BID

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

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

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

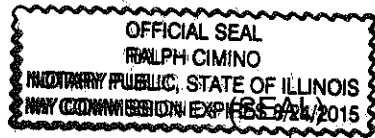
_____ Name of MBE/WBE Partner Firm	_____ Name of non-MBE/WBE Partner Firm
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant	_____ Name and Title of Affiant
_____ Date	_____ Date

On this 20th day of SEPTEMBER, 2012, the above signed officers LOUIS NAPOLITANO,
(names of affiants)

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

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

Ralph Cimino
Signature of Notary Public



Commission Expires: 8-24-2015

RETURN THIS PAGE WITH BID

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

K

Item Title: Resolution Authorizing Execution of Subordination of Lien: MSA 0910-G

Resolution or Ordinance No. _____

Date of Board Action:

October 1, 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 115-17 Harrison Street a Multi-Family Incentives Program grant in the amount of \$6,000 and the Marketing Service Agreement expires on September 8, 2014.

The owner is consolidating their first and second mortgages for a new \$248,935 mortgage. The current primary mortgage is at 5.98% and the second mortgage is at 7.5%; the new mortgage will be at 4.5% for five years. The lender is also providing a \$50,000 line of credit which would be used for emergency building improvements at 4% interest. The owner is requesting that the Village subordinate its request that the Village subordinate its forgivable loan to the new mortgage and line of credit. The property is valued at \$537,360. The new first mortgage of \$248,935, the line of credit at \$50,000 and the Village mortgage of \$6,000 equal total debt of \$304,935, leaving 43.25% equity in the property. The Village's mortgage is currently the third mortgage on the property, and it would remain in third position under the new financing arrangement.

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
115-17 Harrison Street**

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 Six Thousand Dollars (\$6,000.00) Multi-Family Housing Incentives Grant to Mark J. Finger as owner of a six unit multifamily building located at 115-17 Harrison Street; and

Whereas, Mark J. Finger entered into an Installment Note for \$6,000.00 dated September 8, 2009; and

Whereas, Mark J. Finger entered into Marketing Services Agreement MSA-0910-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 # 0931048050; and

Whereas, the Village's mortgage was a third mortgage against the property at the time it was recorded; and

Whereas, Mark J. Finger desires to refinance and consolidate the first and second mortgages on the property; and

Whereas, Mark J. Finger has applied for and been conditionally approved for a mortgage by U.S. Bank n.a. conditioned on the mortgage being the first lien on the property; and

Whereas, Mark J. Finger has applied for and been conditionally approved for a line of credit by U.S. Bank n.a. conditioned on the mortgage being the second 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 Mark J. Finger to obtain a new first mortgage and line of

credit, provided he continues 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 Subordinations of Lien for the purposes set forth in the Findings. Said Subordinations shall conform substantially to the Subordination attached hereto as Exhibit A and Exhibit B.

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 \$6,000.00 is secured by a Mortgage with is junior and subordinate to the lien of that certain Mortgage document dated _____ from U.S. Bank n.a.

SECTION 4:

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

ADOPTED this 1st day of October, 2012 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 1st day of October, 2012.

David G. Pope
Village President

Attest:

Teresa Powell
Village Clerk

PIN: 16-17-305-003-0000

Subordination of Lien

WHEREAS, Mark J. Finger, by Mortgage dated September 8, 2009, recorded in Office of the Cook County, Illinois Recorder of Deeds on November 6, 2009 as document number 0931048050, conveyed to the Village of Oak Park, the following legally described premises:

LOTS 7 AND 8 IN BLOCK 3 IN AUSTIN PARK SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Permanent Real Estate Index Number: 16-17-305-003-0000

Common Address: 115-17 Harrison Street, Oak Park, Illinois 60304

to secure an Installment Note for Six Thousand and No/100 Dollars (\$6,000.00) with interest payable as therein provided, and

WHEREAS, Mark J. Finger, by Mortgage, dated _____, 2012 and recorded in the Office of the Cook County Recorder of Deeds as Document Number _____, conveyed to U.S. Bank n.a., as Mortgagee, the same above described premises to secure an Installment Note for Two Hundred Forty-eight Thousand Nine Hundred Thirty-five and no/100 Dollars (\$248,935.00) 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 U.S. Bank n.a. 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 U.S. Bank n.a. 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 U.S. Bank n.a. Mortgage lien of \$248,935.00 for all advances made or to be made on the note secured by the U.S. Bank n.a. 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 1st day of October, 2012.

ATTEST:

VILLAGE OF OAK PARK

BY: _____

Teresa Powell, Village Clerk

TITLE: _____
Interim Village Manager

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

Given my hand and Notarial Seal _____
(Date)

REVIEWED AND APPROVED
AS TO FORM

SEP 26 2012
[Signature]
LAW DEPARTMENT

(Notary Public)
Deliver to: Recorder's Office Box No. 321

EXHIBIT A

PIN: 16-17-305-003-0000

Subordination of Lien

WHEREAS, Mark J. Finger, by Mortgage dated September 8, 2009, recorded in Office of the Cook County, Illinois Recorder of Deeds on November 6, 2009 as document number 0931048050, conveyed to the Village of Oak Park, the following legally described premises:

LOTS 7 AND 8 IN BLOCK 3 IN AUSTIN PARK SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Permanent Real Estate Index Number: 16-17-305-003-0000

Common Address: 115-17 Harrison Street, Oak Park, Illinois 60304

to secure an Installment Note for Six Thousand and No/100 Dollars (\$6,000.00) with interest payable as therein provided, and

WHEREAS, Mark J. Finger, by Mortgage, dated _____, 2012 and recorded in the Office of the Cook County Recorder of Deeds as Document Number _____, conveyed to U.S. Bank n.a., as Mortgagee, the same above described premises to secure an Installment Note for Fifty Thousand and no/100 Dollars (\$50,000.00) 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 U.S. Bank n.a. 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 U.S. Bank n.a. 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 U.S. Bank n.a. Mortgage lien of \$50,000.00 for all advances made or to be made on the note secured by the U.S. Bank n.a. 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 1st day of October, 2012.

ATTEST: VILLAGE OF OAK PARK
BY: _____
Teresa Powell, Village Clerk TITLE: Interim Village Manager

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

Given my hand and Notarial Seal _____ (Date)

(Notary Public)

Deliver to: Recorder's Office Box No. 321

REVIEWED AND APPROVED AS TO FORM

SEP 26 2012
[Signature]
LAND DEPARTMENT

EXHIBIT B

NOTE

MSA-0910-G

\$6,000.00

Oak Park, Illinois September 8, 2009

FOR VALUE RECEIVED, Mark Finger promises to pay to the Village of Oak Park, the principal sum of \$6,000.00 and interest from September 8, 2009 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 I of Resolution _____ approved by the Board of Trustees of the Village of Oak Park. If the "Owners", as described in said Marketing Services Agreement, successfully complete the full five (5) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the note executed in conjunction with this mortgage and release any security interest it may have without payment of principal or interest.
2. In the event the subject apartment building located at 115-17 Harrison Street in Oak Park, Illinois is sold, conveyed or otherwise transferred during the term of the above referenced agreement without the written approval of the Village of Oak Park Board of Trustees permitting the assignment to the new owner of the rights, duties, obligations and interest established by the Marketing Services Agreement or in the event the "owners", as described in the Marketing Services Agreement, in any manner violate the terms of said agreement, the Village at its option may terminate the Agreement and demand payment of the total loan plus all accrued interest within sixty (60) days of the termination date.

If the full loan is not repaid within the sixty (60) day period, interest shall begin to accrue on the unpaid balance of the loan from the sixty first (61) day after the termination of the agreement at a rate of fifteen percent (15%) per annum, or the highest amount allowed by law, whichever is less.

Said payments are to be made at such banking house or trust company, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the Finance Director, 123 Madison Street, Oak Park, Illinois 60302.

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

At the election of the holder of this Note and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in the event Mark Finger or those succeeding to its interest, directly or indirectly, transfers, conveys, assigns, or contracts to convey any interest in the premises or in the beneficial interest of Mark Finger as described below.

A violation notice from the Village of Oak Park shall be prima facie evidence of a default in the performance of the mortgagee's agreement 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, as set forth in Paragraph 1 (6) of the Mortgage.

The payment of this note is secured by the aforementioned Mortgage, bearing even date herewith, to 115-17 Harrison Street, on real estate in the County of Cook, Illinois, and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof, or in case the maker or makers hereof shall convey or encumber title to the premises securing the payment hereof without the written consent of the holder or holders, or in case default shall occur and continue for three days (in which event election may be made at any time after the expiration of said three days, without notice) in the performance of any other agreement contained in said mortgage.

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



ENDORSEMENT

This Note in the amount of \$6,000 is secured by a Mortgage which is junior and subordinate to the lien of those certain Mortgages document dated _____ from U.S. Bank n.a.

Cara Pavlicek
Interim Village Manager

Initial
Mark J. Finger

L

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: ORDINANCE AMENDING SECTION 3-2-4 OF THE VILLAGE CODE ENTITLED MANDATORY ALCOHOL AWARENESS TRAINING

Resolution or Ordinance No. _____

Date of Board Action: *October 1, 2012*

Submitted by: Liquor Control Review Board
Jerry Ostergaard, Chairperson

Staff Review: *Jessica Powell*

Village Manager's Office: *JK*

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

At their Regular Meeting of November 7, 2011, the Village Board approved an amendment to the Village Code requiring employees in establishments selling or serving alcohol to complete a state certified beverage alcohol sellers and servers education training (BASSET) by December 1, 2012.

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

Due to staff changes and delays in the Police Department securing their certification to allow them to instruct the class, completion by December 1, 2012 will not be accomplished. Staff is requesting that the compliance deadline be extended for one year, to December 1, 2013. .

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)

N/A

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

The Board may choose to not to adopt this amendment, which would cause all businesses in the Village that serve/sell liquor to be out of compliance.

Proposed Recommended Action:

Adopt the ordinance.

**ORDINANCE AMENDING SECTION 3-2-4
OF THE VILLAGE CODE ENTITLED
MANDATORY ALCOHOL AWARENESS TRAINING**

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, that Section 3-2-4 of the Village Code entitled "Mandatory Alcohol Awareness Training" is hereby amended to read as follows:

3-2-4: MANDATORY ALCOHOL AWARENESS TRAINING:

- A. It shall be the responsibility of each liquor licensee of any licensed establishment within the Village which sells alcoholic liquors for consumption on the authorized premises, to have present on the premises at all times when alcoholic liquor may legally be sold, a manager or other employee in charge of such establishment who shall have successfully completed a state certified beverage alcohol sellers and servers education and training (BASSET) program approved by the Local Liquor Control Commissioner. In addition to the penalties otherwise provided in this chapter, any failure to comply with this section shall be cause for suspension, revocation or denial of a liquor license.
- B. The initial application and all subsequent renewal applications for all classes of alcoholic liquor dealer's licenses, except classes C-1 through C-6, D-5 and E-1, shall be accompanied by proof of completion of such state certified beverage alcohol sellers and servers education and training (BASSET) program by all facility managers and any number of other current employees necessary to comply with the provisions of subsection 3-2-4A of this section.
- C. Effective December 1, ~~2012~~ **2013**, all managers, supervisors, sellers and servers of alcoholic liquor employed by any licensed establishment, except establishments with a class C-1 through C-6, D-5 or E-1 license, shall have successfully completed BASSET training by a state certified program approved by the Local Liquor Control Commissioner. From and after January 1, ~~2013~~ **2014**, all managers, supervisors, sellers and servers shall maintain current BASSET training certifications and all new employees shall have ninety (90) days from the date of hire to become BASSET certified.
- D. BASSET certifications shall only be valid for a three (3) year period from the date of issuance. All BASSET certifications shall be renewed prior to expiration.

ADOPTED this 1st day of October 2012 pursuant to a roll call vote as

follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 1st day of October 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

M

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing a 45-day Extension a Professional Service Contract for an Employee Lease Agreement with GovTemps for Permits & Land Use Manager

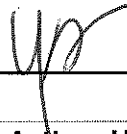
Resolution or Ordinance No. _____

Date of Board Action: October 1, 2012

Staff Review:

Department Director Name: Steve Witt, Director of Building and Property Standards

Village Manager's Office: _____



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

The position of Permits & Land Use Manager has been vacant since April 2008. The Village has used interim assignments with existing staff but those arrangements have also ceased since August of 2010. The position is budgeted annually. Attempts to fill the position or retain an employee have been unsuccessful.

On October 2, 2011, the Village approved a one year contract with an option to renew for up to a one year period.

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

GovTemps is a professional temp agency specializing in government recruitment and in particular professional government recruitment. They offer a variety of human resource services aside from temporary placement, including long-term temporary placement or recruitment services for direct hiring by the Village. The Village was provided an opportunity to interview the temp employee and review his credentials in advance of his placement. As with any temp agency, if the Village does not believe the selected temp is meeting expectations, the Village has right to request termination of the assignment as outlined in the contract.

The position of Land Use and Permits Manager is critical to the successful operation of the Building and Property Standards Department. The primary function is to manage the department's front counter and the staff assigned to work the front counter. This position is responsible for the service provided to those residents, contractors and others who come to Village Hall to drop-off or pick-up permits. This position is responsible for maintaining service standards and timeliness as well as participate in the evaluation and improvements to the department's on-line services and computer software program.

Over the last year, the person in the position has been helpful to the Department as the Director of Building and Property Standards reviews his organizational structure. Therefore,

staff is recommending the one-year extension.

This contract expires the second week of October and therefore staff is recommending an extension to this contract. Additionally, the Human Resources Department is in process of conducting an RFP for these services which should be completed by the end of October. Therefore staff is recommending a 45-day extension until that process is complete.

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):

Although this is not an intergovernmental opportunity, it is a pilot program to try an alternate cost effective approach to hiring staff through a professional government recruitment temp agency. The benefits are in the Village's flexibility in hiring without the standard commitments to retain employees and it allows a means to be cost effective by eliminating the requirement to provide benefits (health insurance or pensions) or pay for lost work time (i.e. sick time).

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

The approximate cost of a 45-day extension is \$9,000.

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

The alternative is to leave the position vacant, however as mentioned above, staff would like the additional time to review the department operations and organizational structure.

Proposed Recommended Action: Approve the Resolution

VILLAGE OF OAK PARK
RESOLUTION

**AUTHORIZING A 45-DAY EXTENSION OF A PROFESSIONAL SERVICE CONTRACT FOR AN
EMPLOYEE LEASE AGREEMENT WITH GOVTEMPS FOR PERMITS & LAND USE
MANAGER**

BE IT RESOLVED, by the President and Board of Trustees of the Village of Oak Park, Illinois, Cook County, Illinois, that the Interim Village Manager is hereby authorized and directed to execute an agreement with GovTemps for an employee lease agreement to fill the Permits & Land Use Manager position. Said agreement shall substantially conform to the agreement attached hereto as Exhibit A.

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

ADOPTED this 1st day of October 2012, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 1st day of October 2012.

David G. Pope, Village President

ATTEST:

Teresa Powell, Village Clerk



September 28, 2012

Ms. Lisa Shelley
Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302

Re: Knudsen – Velan Contracts

Dear Ms. Shelley,

Based on our recent conversation, please accept this letter as acknowledgment that GovTempsUSA, LLC is willing to extend the current contracts of Mr. Phillip Knudsen and Ms. Jill Velan for forty-five (45) days beyond their current expiration dates. Please know that all of the current terms and conditions of the contracts will remain the same during the extension period. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Joellen C. Earl
President/Co-Owner

500 Lake Cook Road, Suite 350, Deerfield, IL 60015
847.580.4248 1.866.440.TEMP Fax: 866.803.1500 GovTempsUSA.com

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VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing a 45-Day Extension of a Professional Service Contract for an Employee Lease Agreement with GovTemps for Interim Parking Manager

Resolution or Ordinance No. _____

Date of Board Action: **October 1, 2012**

Staff Review:

Village Manager's Office: _____



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

The position of Manager of Parking and Mobility Services was vacated since March 1, 2012, with the appointment of Cara Pavlicek to Interim Village Manager while the Village undertakes a search process for a Village Manager.

On March 19, 2012, the Village authorized a six month contract with GovTemps to temporarily and immediately fill the Interim Parking Manager position.

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

GovTemps is a professional temp agency specializing in government recruitment and temporary staffing. They offer a variety of temporary staffing options on a temporary basis or as a temp-to-hire arrangement. The Village was provided an opportunity to interview the temp employee and review credentials in advance of placement. As with any temp agency, if the Village does not believe the selected temp is meeting expectations, the Village has the right to request termination of the agreement as outlined in the contract.

The Interim Parking Manager is a critical Department Director level position and it is necessary to continue to fill the position during the Village Manager recruitment.

This contract expires the last week of September and therefore staff is recommending an extension to this contract. Additionally, the Human Resources Department is in process of conducting an RFP for these services which should be completed by the end of October. Therefore staff is recommending a 45-day extension until that process is complete.

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):

Although this is not an intergovernmental opportunity, it is a pilot program to try an alternate cost effective approach to hiring staff through a professional government recruitment temp agency. The benefits are in the Village's flexibility in hiring without the

standard commitments to retain employees and it allows a means to be cost effective by eliminating the requirement to provide benefits (health insurance or pensions) or pay for lost work time (i.e. sick time).

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

This contract is for a 45-day extension which will be approximately \$15,000 dollars.

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

An alternative is to leave the position vacant, however as mentioned above, staff does not recommend this alternative for this highly critical staff function.

Proposed Recommended Action: Approve the Resolution

VILLAGE OF OAK PARK
RESOLUTION

**AUTHORIZING A 45-DAY EXTENSION OF A PROFESSIONAL SERVICE CONTRACT FOR AN
EMPLOYEE LEASE AGREEMENT WITH GOVTEMPS FOR INTERIM PARKING MANAGER**

BE IT RESOLVED, by the President and Board of Trustees of the Village of Oak Park, Illinois, Cook County, Illinois, that the Interim Village Manager is hereby authorized and directed to execute an agreement with GovTemps for an employee lease agreement to fill the Interim Parking Manager position. Said agreement shall substantially conform to the agreement attached hereto as Exhibit A.

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

ADOPTED this 1st day of October 2012, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 1st day of October 2012.

David G. Pope, Village President

ATTEST:

Teresa Powell, Village Clerk



September 28, 2012

Ms. Lisa Shelley
Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302

Re: Knudsen – Velan Contracts

Dear Ms. Shelley,

Based on our recent conversation, please accept this letter as acknowledgment that GovTempsUSA, LLC is willing to extend the current contracts of Mr. Philip Knudsen and Ms. Jill Velan for forty-five (45) days beyond their current expiration dates. Please know that all of the current terms and conditions of the contracts will remain the same during the extension period. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Joellen C. Earl
President/Co-Owner

500 Lake Cook Road, Suite 350, Deerfield, IL 60015
847.580.4248 1.866.440.TEMP Fax: 866.803.1500 GovTempsUSA.com

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VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing the Execution of an Intergovernmental Cooperation Agreement by and between the Village of Oak Park and the Chicago Transit Authority for CTA Detail Police Officers

Resolution or Ordinance No. _____

Date of Board Action:

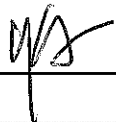
Staff Liaison Review:

Staff Liaison: _____

Department Director Name:

_____ Rick Tanksley _____

Village Manager's Office:

_____  _____

Item History:

Since September 1990, the Oak Park Police Department has entered into yearly Intergovernmental Cooperation Agreements with the Chicago Transit Authority to provide off duty Oak Park Police Officers to the CTA to enhance the security of property, passengers and employees. The Officers work CTA detail on a voluntary basis during off-duty hours. Prior to entering into these Agreements, the Department was providing security to CTA Rapid Transit lines and bus routes by utilizing on duty police personnel. The Agreement allows us to provide these patrols with off-duty personnel who are compensated by the CTA so that on-duty personnel can concentrate on patrol duties within their assigned Beats.

Item Policy Commentary:

This Intergovernmental Agreement allows sworn police officers to provide security services on the CTA. The agreement benefits the CTA, the Village and its citizens by enhancing the safety of public transportation. The services are provided within the corporate limits of the Village on the blue line, the green line, the various platforms and bus routes as needed in the discretion of the CTA Security Chief and the Oak Park Police Chief.

The CTA pays the Village for the services of the off duty personnel at the rate of \$30 per hour. The Village uses its payroll system to initially remit payment to the Officers and then invoices the CTA for the full amount incurred. The CTA will reimburse the Village for off duty personnel in an amount not to exceed \$264,921 per annum. The Village will manage the services to make sure that off duty officers do not work this detail in an amount which exceeds this reimbursable amount.

If the Village Board authorizes the execution of this Agreement, the Village will continue to submit monthly invoices to the CTA for services rendered and, upon receipt of said invoices, the CTA will reimburse the Village.

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

None. Other than staff time to administer the assignment of off duty personnel, and to coordinate the payroll and accounts receivable functions, the Village does not incur any direct costs under this Agreement, as the services are paid for by the CTA.

Proposed Recommended Action:

Adopt a Resolution authorizing the execution of this Intergovernmental Cooperation Agreement.

**RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL COOPERATION AGREEMENT
BY AND BETWEEN THE VILLAGE OF OAK PARK AND THE
CHICAGO TRANSIT AUTHORITY FOR CTA DETAIL POLICE OFFICERS**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, that the Village Manager is authorized and directed to execute an Intergovernmental Cooperation Agreement by and between the Village of Oak Park and the Chicago Transit Authority for CTA Detail Police Officers to provide additional security to the CTA. The Agreement shall be in substantial conformity with the Agreement 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 1st day of October 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 1st day of October 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE
CHICAGO TRANSIT AUTHORITY AND THE VILLAGE OF OAK PARK FOR
SPECIAL TRANSIT POLICE DETAIL SERVICES**

THIS AGREEMENT is made and entered into on this 1st day of October, 2012 (the "Effective Date"), by and between the **VILLAGE OF OAK PARK**, a home rule municipal corporation (hereinafter the "Village"), and the **CHICAGO TRANSIT AUTHORITY**, a municipal corporation (hereinafter referred to as the "CTA").

WHEREAS, the security of CTA passengers, employees, and property is a matter of public concern, and the provision of such security is in the public interest; and

WHEREAS, both the CTA and the Village desire to develop a long range strategy for the provision of such security to CTA passengers, employees and property; and

WHEREAS, the Village allows sworn police officers to volunteer to work, during their off-duty hours, for municipal corporations that are separate and independent from the Village; and

WHEREAS, in furtherance of providing security to CTA passengers, employees and property, the CTA and the Village wish to provide for the use of sworn, off-duty, fulltime Oak Park police officers as security personnel within a collaborative project known as the CTA Special Detail ("CTA Special Detail"), within the Village; and

WHEREAS, the CTA and the Village are separate and independent municipal corporations, authorized to enter into this Agreement under the Constitution and the laws of the State of Illinois in accordance with the provisions of the Illinois Intergovernmental Cooperation Act;

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained, the parties hereto agree as follows:

1. **Incorporation of the Recitals.** The above recitals are expressly incorporated by reference and made part of this Agreement as though fully set forth below.
2. **Village Obligations.** Pursuant to this Agreement to provide security to CTA passengers, employees and property, through a CTA Special Detail, the Village agrees to do the following:
 - a). Subject to Village staffing requirements, assign voluntary Village police officers, on a daily basis, including weekends and holidays, to such CTA surface and elevated vehicles, routes and locations, located within the Village, as requested by CTA.
 - b). Facilitate the voluntary employment of Village police officers on CTA Special Detail solely at each individual officer's option. The Village will be responsible for accepting requests of officers who wish to participate in the

CTA Special Detail, maintaining a roster of officers who wish to perform such work, and selecting officers from the list.

- c). With authorization by CTA to enter into or on all CTA vehicles (rail and bus) and properties, enforce law and order and protect all CTA passengers, employees and property.
- d). Participation in the CTA Special Detail shall be voluntary and officers shall only be allowed to participate in the CTA Special Detail when they are on furlough, regular day-off, day off due to holiday, personal day or compensatory time.
- e). Maintain weekly employment schedules, and daily logs and statistics on CTA incidents, crimes, fires, arrests, etc., and any activity performed by Village officers relating to such types of events. The CTA shall have the right, upon reasonable notice to the Village, to inspect and copy the above daily logs and statistics. It will be the responsibility of the Village to forward a summary of said data to the CTA on a monthly basis, in the same manner as invoices are forwarded pursuant to paragraph 9 of this Agreement.
- f). Conduct meetings with CTA representatives via teleconference, videoconference, or in person, on a regular basis throughout the term of the Agreement, to discuss the status of the CTA Special Detail, including but not limited to schedules, incidents that affect passengers, employees, and properties of CTA and any other appropriate item.

3. **CTA's Obligations.** CTA hereby agrees to do the following:

- a). Reimburse the Village for all wages paid at the current off-duty officer rate of \$30 per hour. In no event shall CTA reimburse the Village more than \$264,921 per annum (the "Per Annum Amount").
- b). Provide the Village police officers with access to all CTA premises necessary for the performance of this Agreement as provided in paragraph 6 of this Agreement.

4. **Scope of Work.** CTA shall establish overall goals and objectives for the security of its employees, passengers and property. The CTA may make recommendations as to the locations and routes to be patrolled by the Village police officers and the Village shall give those recommendations due consideration. Officers on CTA Special Detail shall continue to be subject to the rules and regulations, practices and procedures, of any and all Village Police Department General and Special Orders and directives, any amendments thereto or modification of such rules and regulations as promulgated by the Chief of Police. Officers on CTA Special Detail shall also comply with all the CTA's rules and regulations. The daily performance of the CTA Special Detail shall also be monitored by CTA personnel designated by its Chairman or President. Because the Scope of Work described herein is not intended to cover every detail of the CTA Special Detail, the Village will furnish all labor, materials, equipment and incidentals as required and necessary to complete the Scope of the Work, whether or not these details are specified in this Agreement. Duties of the officers within the CTA Special Detail shall herein be defined as listed below. CTA, reserves the right to amend and/or modify duties, without prior notice.

While on CTA Detail the role of Village police officers is to protect life and property detect and investigate criminal acts, collect and preserve evidence, and enforce Municipal, Local, State and Federal laws, as they would do in their capacity as sworn police officers of the Village.

5. **Emergencies**. In the case of an emergency, nothing in this Agreement shall preclude the Village from reassigning a police officer on CTA Special Duty to work the emergent situation(s) in the Village.
6. **Right of Entry**. The CTA will permit access to its vehicles, rail cars, and facilities in connection with the performance of this Agreement. Village police officers will, while on the CTA premises, and in the course of their CTA Special Detail, comply with all the CTA's rules and regulations. Also, while on the CTA premises, the Village's CTA Special Detail activities may not prevent or unreasonably interfere with the use and enjoyment of the CTA premises by CTA, its employees, agents or passengers, for the purpose(s) to which the CTA premises are now, or may hereinafter be, committed by CTA.
7. **Compensation of Officers Funded by CTA Security Agreement**. All officers on the CTA Special Detail shall be paid wages for their work hereunder at the off-duty officer flat rate of \$30 per hour. The Village shall establish procedures for the officers to receive payment for the CTA Special Detail through the Village's payroll system. In addition to wages paid as identified herein, CTA shall also reimburse the Village an additional 10% of that amount to cover payment for time lost and medical benefits paid due to an injury while engaged in work on the CTA Special Detail assignment and other benefits, and for administrative overhead ("Administrative Costs"). Reimbursement of wages and Administrative Costs shall not exceed the Per Annum Amount.
8. **Invoices**. On a monthly basis, the Village will submit an invoice to the CTA for reimbursement of the off-duty officer flat rate of \$30 per hour earned by officers working in the CTA Special Detail and for Administrative Costs as stated above. CTA will reimburse the Village within thirty (30) days of receipt of said invoices. Invoices must be sent to the CTA at the following address:

Chicago Transit Authority
General Manager, Security Services
567 W. Lake Street – 11th Floor
Chicago, IL 60661-1498

The CTA shall remit payment to the Village at the following address:

Craig Lesner
Director of Finance
Village of Oak Park
123 Madison St.

Oak Park, IL 60302

With a copy of the check provided to:

Rick C. Tanksley
Chief of Police
123 Madison St.
Oak Park, IL 60302

9. **Accounting.** The Village shall notify the CTA in writing when ninety percent (90%) of the total Per Annum Amount has been expended. The Village shall not accept any requests by its officers for work in the CTA Special Detail in excess of the total Agreement expenditure authorization unless authorized in writing to do so by the CTA. The Village shall be liable for any costs incurred as a result of its failure to either notify the CTA when 90% has been expended or for accepting work requests not authorized by the CTA.

10. **Labor Guidelines.** Under no circumstances shall CTA be considered a party to the collective bargaining agreement between the Village and the Fraternal Order of Police. The Village believes that the officers in the CTA Special Detail are not and shall not be legally entitled to overtime or premium compensation for CTA Special Detail work under any collective bargaining agreement, or any Federal, state or local law or judicial ruling.

11. **Indemnification by CTA.** Upon receipt of reasonable notice of a claim or suit seeking additional compensation alleged or claimed to be due to any Village police officers employed on the CTA Special Detail for overtime or premium compensation which in any manner results from, arises out of, or is connected with CTA Special Detail work performed by these officers on the CTA Special Detail, the CTA shall indemnify and hold harmless the Village and each of their officers, agents, or employees from, for, and against, and agrees to defend same from and against, any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees, and further agrees to pay any settlement entered into or on behalf of, or judgment entered against, the foregoing individuals and/or entities, for any additional compensation.

Any liabilities on the part of CTA for overtime shall not include liquidated damages in excess of actual damages for overtime pay under 29 U.S.C. § 216 which in any manner results from, arises out of, or is connected with work performed on the CTA Special Detail. The obligation of the CTA, pursuant to this paragraph, to reimburse, indemnify and hold harmless is not limited to the Per Annum Amount.

12. **Procedures for Indemnification by the CTA.** In such instances where the Village and/or officers, agents and employees are entitled to be indemnified (as set forth in paragraph 11, Indemnification by CTA, above), and held harmless with

respect to such overtime or premium compensation claims against them, the parties further agree as follows:

- a). The Village and the CTA shall have a right to counsel
- b). In grievance and arbitration proceedings, the Village Attorney shall act as counsel and direct the defense, or at his or her option, appoint outside counsel, and in the latter instance, the Village will be responsible for the payment of attorney's fees, but not the other costs of defense.
- c). The Village, with the approval of the CTA, which will not be unreasonably withheld, is authorized to settle such grievance and/or arbitration proceedings, and the CTA will be responsible for payment of those settlements. The service of notice of the settlement of any of the aforesaid claims shall be by personal service upon the CTA, certified mail, and the failure of the CTA to respond in writing within thirty (30) days from the date of receipt, shall constitute approval of the settlement by the CTA.
- d). Except as otherwise provided above, in all other venues other than grievance and arbitration proceedings, CTA will pay for an attorney who shall be selected by the CTA in consultation with the Village Attorney, and the CTA will also direct the defense of the claim in consultation with the Village Attorney.
- e). If any claim against the Village or any of its officers, agents, or employees is made for overtime or premium compensation wherein liquidated damages are sought pursuant to 29 U.S.C. § 216, and where the claim results from, arises out of or is connected with work performed by officers pursuant to this Agreement, the Village Attorney, at the expense of the Village, may appoint counsel and direct the defense of said claim for liquidated damages. This will not affect the CTA's obligation to assume the representation and/or defense of claims for actual damages and to pay for settlements or awards based on said claims.

13. Indemnification by the Village. Upon receipt of reasonable notice of a claim or suit alleging any tort or civil rights violation arising out of the action of Village police officers or supervisors while performing CTA Special Detail work, and otherwise hereunder, the Village shall indemnify and hold harmless the CTA and any of its officers, agents, or employees from, for, and against, and agrees to defend same from and against, any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees, and further agrees to pay any settlement entered into or on behalf of, or judgment entered against, the foregoing individuals and/or entities, excluding punitive damages.

14. Procedures for Indemnification by the Village. In such instances where the CTA or any of its officers, agents and employees are entitled to be indemnified and held harmless with respect to claims against them, the parties further agree as follows:

- a). Such party(ies) shall have a right to counsel.

- b). Such counsel shall be selected by the Village Attorney, who will also be responsible for directing the defense of the claim.

The CTA, its officers, agents and employees are obligated to cooperate with the Village during the course of the investigation, administration and/or litigation of any tort or civil rights claim. Failure to cooperate with the Village during the course of the investigation, administration and or litigation of claims extinguishes any obligation of the Village hereunder to represent and/or defend against the claim or to pay for any settlement or award based on such claim with regard to the CTA and/or the non-cooperating officer, agent or employee.

Claims Against Officers working CTA Special Detail

The Village will defend, indemnify and hold its officers harmless from any and all claims, demands or actions which are alleged to arise out of the officer's actions or failure to act in the course and scope of performing CTA detail work, in the same manner as the Village does for claims, demands or actions which are alleged to arise out of an officer's actions or failure to act in the course and scope of performing duties for the Village of Oak Park. This indemnification is as required by law and does not include indemnification for punitive damages.

15. **Confidentiality.** The Village, its officers, agents and employees will keep confidential all information furnished to it by the CTA or otherwise learned by it in the performance of this Agreement which the CTA provides indicating to the Village that it is confidential information or which is otherwise exempt from disclosure under the Illinois Freedom of Information Act. Except as may be required by law, the Village or its officers, agents and employees must not make any announcements or release any information concerning this Agreement or the Scope of the Work to any member of the public, press, or any official body, unless prior written consent is obtained from the CTA.
16. **Consents.** Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.
17. **Notices.** Notices to the CTA shall be addressed to:

General Counsel
Chicago Transit Authority
567 W. Lake Street
Chicago, IL 60661-1498

With a copy to:

Chief Safety & Security Officer
Chicago Transit Authority

567 West Lake Street
Chicago, IL 60661-1498

Notices to the Village shall be addressed to:

Village Attorney
Village of Oak Park
123 Madison St.
Oak Park, IL 60302

With a copy to:

Rick C. Tanksley
Chief of Police
123 Madison St.
Oak Park, IL 60302

All notices, demands, elections, and other instruments required or permitted to be given or made by either party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by commercial courier, certified mail, return receipt requested, with proper postage prepaid or sent by facsimile transmission by the Village or the CTA at their respective addresses shown above, or to such address as either party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified mail or on the business day of successful transmission if sent by facsimile transmission (or the first business day after successful transmission if such successful transmission is on a weekend, holiday, or after business hours).

18. **No Waivers.** Nothing contained herein is intended or should be construed as in any way affecting the status of the CTA and the Village as separate, independent and distinct municipal corporations under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the Village or the CTA shall not operate or be construed as a waiver of any rights, claims or actions they may have against the other, including but not limited to any claims resulting from the providing of officers to the CTA pursuant to this Agreement.
19. **Term and Extension.** Subject to an approved funding appropriation during this calendar year and the approval of the President and Board of the Village and the CTA, this Agreement shall become effective on the Effective Date and continue for three (3) years (the "Term"). The Term of this Agreement may not be extended except by written agreement of the parties, provided, however, that the parties may informally agree to continuing the services on the same terms and conditions as set forth in this contract if and while they are engaged in negotiating a successor

agreement. In such case, the CTA agrees to provide funding during that period of negotiation at the same levels as stated in this agreement.

20. **Termination.** It is the intent of each party to this Agreement that its commitments made hereunder be conditioned upon satisfactory performance of the commitments made by the other party hereto. Each party shall have the right to terminate this Agreement if the other fails or refuses to honor any of its commitments under this Agreement. Such termination shall be made promptly in writing, with reasonable detail of the alleged unsatisfactory performance by the other party. Otherwise, this Agreement may be terminated by either party upon the giving of ninety (90) days prior written notice. Upon termination of this Agreement, the Village shall have no obligation to continue to provide officers for the additional security provided for herein. Moreover, upon termination, the Village shall promptly remove the police officers from CTA Special Duty. Within 30 days of termination, the parties shall meet to conduct an accounting of any and all payments owed under this Agreement.
21. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois.
22. **Severability.** If any provision of this Agreement is held or deemed to be inoperative, invalid or unenforceable the inoperative or unenforceable provision will not render any other provision invalid, inoperative, or unenforceable, unless removing the unenforceable or invalid provision changes the expectations of the parties.
23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
24. **Construction.** All parties have participated in the drafting of this Agreement. No term or provision set forth herein which may be considered ambiguous will be presumptively interpreted against any party as the drafter of the Agreement.
25. **Entire Agreement.** The making, execution, and delivery of this Agreement by the CTA and the Village has been induced by no representation, statements, warranties, or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties with respect to the CTA Special Detail, and there are no other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This instrument cannot be modified or amended except by a mutual, written, and signed agreement of the parties, except to extend the termination date as provided in Section 19 above.
26. **Separate Entities.** It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting CTA or the Village as representatives of each other for any purpose.

27. **Authority.** This Agreement is entered into by authority of and in accordance with the provisions of the Intergovernmental Cooperation Act. Execution of this Agreement was authorized by the President and Board of Trustees of the Village of Oak Park by Resolution 2012 R _____ adopted on October 1, 2012. Execution of this Agreement was authorized by the Chicago Transit Authority by Resolution/Ordinance No _____, adopted on _____, 2012.

IN WITNESS WHEREOF, the VILLAGE OF OAK PARK has caused this Agreement to be signed by its Village Manager, approved by the President of the VILLAGE OF OAK PARK and the Board and its seal to be hereto affixed and duly attested by its CLERK, and the CHICAGO TRANSIT AUTHORITY has caused the same to be executed by the Chairman of the CHICAGO TRANSIT BOARD, approved by the Chicago Transit Board and duly attested to by its Secretary as of the date and year set forth at the beginning of this Agreement.

Approved as to Form and Legality	VILLAGE OF OAK PARK
By:  Village Attorney	By: _____ [Signatory]
Attest: By: _____ City Clerk	
Approved as to Form, Legality, terms and conditions	Chicago Transit Authority A municipal corporation
By: _____ General Counsel	By: _____ Chairman
Approved by Ordinance No. _____	
	Attest: By: _____ Secretary to Board

VILLAGE OF OAK PARK

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Citizen Advisory Board and Commission

AGENDA ITEM COMMENTARY

Item Title: AN ORDINANCE AMENDING CHAPTER 3, ARTICLE 8 OF THE CODE OF THE VILLAGE OF OAK PARK – CANCELLATION OF A PACKAGE LIQUOR CLASS C-2 FOR SUPERVALU CORP., DBA JEWEL FOOD STORE #3288, 438 W. MADISON STREET, OAK PARK, IL 60302 AND CREATION OF A PACKAGE LIQUOR CLASS C-1 LIQUOR LICENSE FOR SUPERVALU CORP., DBA JEWEL FOOD STORE #3288, 438 W. MADISON STREET, OAK PARK, IL 60302

Date of Board Action: October 1, 2012

Staff Review: MS

Manager's Office: JS

Submitted by: Liquor Control Review Board
Jerry Ostergaard, Chairperson

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

Supervalu Corp., dba Jewel Food Store #3288, has operated under a C-2 License (Beer and Wine) since 2009. They are interested in selling spirits at their location as well.

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

Connie Zao, Assistant Secretary of Supervalu Corp., appeared before the LCRB at their September 27, 2012 meeting. She stated that there have been numerous requests to carry certain types of spirit products at this location. Obtaining a Class C-1 (Full) Liquor License will allow them to stay competitive with similar retail establishments in the Village. The selling area, located near the service desk, will remain the same; the product selection will be changed slightly to accommodate spirits. She also noted that their other location in Oak Park, on Roosevelt Road, has a Class C-1 License. The application for a Class C-1 Liquor License was unanimously approved by the LCRB at their September 27, 2012 meeting. All required paperwork and documentation is on file.

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):

There is no cost to the Village.

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

The Board may choose not to approve the license, creating a disadvantage for Supervalu Corp., dba Jewel Food Store #3288, as other similar retail establishments carry spirits as well as beer and wine.

Proposed Recommended Action:

Adopt the ordinance.

**ORDINANCE AMENDING CHAPTER 3 OF THE CODE
OF THE VILLAGE OF OAK PARK**

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

SECTION I: That the Board of Trustees finds that the request of Supervalu Corp., dba Jewel Food Store #3288, to discontinue its Class C-2 Liquor License has been reviewed by the Local Liquor Control Review Board which has recommended to the Local Liquor Commissioner, who has concurred, that it is in the best interest of the Village of Oak Park that the requested license be cancelled.

SECTION II: That the Board of Trustees finds that the application of Supervalu Corp., dba Jewel Food Store #3288 for a Class C-1 Liquor License has been reviewed by the Local Liquor Control Review Board which has recommended to the Local Liquor Commissioner, who has concurred, that it is in the best interest of the Village of Oak Park that the requested license be granted.

SECTION III: That Chapter 3, Article 8, Section 1 of the Code of the Village of Oak Park shall be amended to read as follows:

Under Package Liquor Class C-2

No more than five (5) C-2 licenses shall be issued.

SECTION IV: That Chapter 3, Article 8, Section 1 of the Code of the Village of Oak Park shall be amended to read as follows:

Under Package Liquor Class C-1

No more than five (5) C-1 licenses shall be issued

SECTION V: That Chapter 3, Article 8, Section 2 of the Code of the Village of Oak Park shall be amended by canceling the following:

Under Class C-2

Supervalu Corp., dba Jewel Food Store #3288
438 W. Madison

SECTION VI: That Chapter 3, Article 8, Section 2 of the Code of the Village of Oak Park shall be amended by adding the following:

Under Class C-1

Supervalu Corp., dba Jewel Food Store #3288
438 W. Madison

SECTION VII: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 1st day of October, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 1st day of October, 2012.

David G. Pope, Village President

ATTEST:

Teresa Powell, Village Clerk

P

To: Cara Pavlicek
Interim Village Manager

FROM: Craig M. Lesner 
Chief Financial Officer

DATE: September 28, 2012

RE: Regular List of Bills



Attached is the regular list of bills as paid through the Village's Accounts Payable (AP) system for the week beginning September 17th through September 28th. This is the most current list available.

In total the bills add to \$4,330,607.08

REVIEWED BY: 
Finance Department

REVIEWED BY: _____
Village Manager's Office

REVIEWED BY: _____
Chairperson, Finance Committee



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078464	Sep/21/2012	RE	Paid	VOP01 0000014877 2010 ENGINEERING GROUP LLC 1216 TOWER RD SCHAUMBURG IL 60173	Not applicable		1,330.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101609	1475B1-1	Aug/14/2012	ENGINEERING SERVICES FOR HVAC DESIGN@123 MADISON	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Building Maintenance	DPW - Building Maintenance	Capital Bldg Improvements	Base Program	1,330.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078465	Sep/21/2012	RE	Paid	VOP01 0000008476 ADAMCZEWSKI, DORIS 925 HOME OAK PARK IL 60304	Not applicable		25.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101571	081895-00000	Sep/06/2012	REIMBURSEMENT FOR BLOCK PARTY CANCELLATION NOTICE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Administration	General Fund	Base Program	25.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078466	Sep/21/2012	RE	Paid	VOP01 0000014340 ADP, INC. P.O. BOX 0500 CAROL STREAM IL 60132-0500	Not applicable		8,172.99 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101579	412615756	Sep/14/2012	SEPTEMBER 2012 ENTERPRISE ETIME MONTHLY RENTAL	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	ADP Payroll Services	FINANCE - Financial Services	General Fund	Accounting Services	2,381.60 USD
1	ADP Payroll Services	FINANCE - Financial Services	General Fund	Accounting Services	2,902.58 USD
1	ADP Payroll Services	FINANCE - Financial Services	General Fund	Accounting Services	2,888.81 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078467	Sep/21/2012	RE	Paid	VOP01 0000007909 AMERICAN MESSAGING P.O. BOX 5749 CAROL STREAM IL 60197-5749	Not applicable		108.77 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101573	U1109790MI	Sep/01/2012	SEPTEMBER 2012 PAGING SERVICE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Telecommunication Charges	DPW - Administration	General Fund	Base Program	108.77 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078468	Sep/21/2012	RE	Paid	VOP01 0000014871 APT US & C 962 WAYNE AVE, SUITE 910 SILVER SPRING MD 20910	Not applicable		227.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101517	5294460	Aug/28/2012	MEMBESHIP DUES - CRAIG LESNER	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	FINANCE - Financial Services	General Fund	Base Program	227.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078469	Sep/21/2012	RE	Paid	VOP01 0000013854 AT & T P.O. BOX 5080 CAROL STREAM IL 60197-5080	Not applicable		330.18 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101637	708386252008	Aug/28/2012	E911 TELECOMMUNICATION CHARGES 8/28/12-9/27/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Telecommunication Charges	POLICE - Communication	Enhanced E-911 Fund	Base Program	98.08 USD
1	Telecommunication Charges	POLICE - Communication	Enhanced E-911 Fund	Base Program	55.19 USD
1	Telecommunication Charges	FINANCE - Purchasing	General Fund	Base Program	121.72 USD
1	Telecommunication Charges	POLICE - Communication	Enhanced E-911 Fund	Base Program	55.19 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078470	Sep/21/2012	RE	Paid	VOP01 0000013688 BARRY'S BERRIES 6045 LAKE DR COLOMA MI 49038	Not applicable		350.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101649	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	322.50 USD
1	Grant Expenses	HEALTH - Health Grants	FM Double Coupon - 2011	Base Program	28.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078471	Sep/21/2012	RE	Paid	VOP01 0000014878 BMO HARRIS BANK 321 N. CLARK ST, STE #1430 CHICAGO IL 60654	Not applicable		216.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101648	1205 N. HARLEM, UNI	Jul/13/2012	REIMBURSEMENT FOR TRANSFER STAMP-SALE DID NOT OCCUR	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Real Estate Transfer Tax	CLERK - Village Clerk	General Fund	Base Program	216.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078472	Sep/21/2012	RE	Paid	VOP01 0000012845 BRUNKOW CHEESE 17975 COUNTY HWY F DARLINGTON WI 53530	Not applicable		214.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101661	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	214.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078473	Sep/21/2012	RE	Paid	VOP01 0000001928 BRYANT,VINCENT	Not applicable		219.78 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101642	10/04/12-10/05/12.	Aug/29/2012	REIMBURSEMENT FOR HOTEL FOR CONFERENCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	DPW - Solid Waste	Environmental Services Fu	Solid Waste Enforcement	219.78 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078474	Sep/21/2012	RE	Paid	VOP01 0000013926 CARQUEST AUTO PARTS P.O. BOX 503589 ST LOUIS MO 63150-3589	Not applicable		141.77 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101610	1735-235429, 1735-2	Aug/23/2012	AC CONDENSER & ACCUMULATOR	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	141.77 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078475	Sep/21/2012	RE	Paid	VOP01 0000001060 CERNIGLIA CO 3421 LAKE ST MELROSE PARK IL 60160	Not applicable		362,917.19 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101587	PROJECT 11-1, ESTIM	Aug/28/2012	WATER & SEWER IMPROVEMENTS 7/1/12-8/28/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Encumbrances Liability	Balance Sheet	Capital Improvement Fund	Balance Sheet	32,476.93 USD
2	Encumbrances Liability	Balance Sheet	Water Fund	Balance Sheet	151,225.00 USD
3	Encumbrances Liability	Balance Sheet	Sewer Fund	Balance Sheet	176,565.26 USD
1	External Support	DPW - Water	Water Fund	Water Distribution	2,650.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078476	Sep/21/2012	RE	Paid	VOP01 0000008029 CHICAGO COMMUNICATIONS, LLC ATTN: ACCOUNTS RECEIVABLE 200 SPANGLER AVE ELMHURST IL 60126	Not applicable		5,622.10 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101593	234059	Aug/14/2012	SPEAKER SYSTEM REPLACEMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Computer Equipment	FIRE - Communication	Enhanced E-911 Fund	Base Program	5,622.10 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078477	Sep/21/2012	RE	Paid	VOP01 0000001181 CHILDREN'S CLINIC 320 LAKE ST. C/O ELIZABETH LIPPETT OAK PARK IL 60303	Not applicable		204.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101622	AUGUST 2012	Sep/13/2012	SEALANTS & EXAMS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Dental Sealant Services	HEALTH - Health Grants	Dental Sealants 2012	Base Program	150.00 USD
1	Dental Sealant Services	HEALTH - Health Grants	Dental Sealants 2012	Base Program	54.00 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078478	Sep/21/2012	RE	Paid	VOP01 0000014342 CLIENTFIRST CONSULTING GROUP, LLC 1181 CALIFORNIA AVE, SUITE 101A CORONA CA 92881	Not applicable		1,500.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101574	2731	Apr/30/2012	APRIL 2012 CASHIERING SOFTWARE SELECTION	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	FINANCE - Financial Services	General Fund	Base Program	1,500.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078479	Sep/21/2012	RE	Paid	VOP01 0000012346 COMCAST CABLE P.O. BOX 3001 SOUTHEASTERN PA 19398-3001	Not applicable		120.55 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101646	8771 20 119 0224653	Aug/21/2012	XFINITY TV & INTERNET 8/28/12-9/27/12@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	Cable Television	FIRE - Foreign Fire Insurance	Foreign Fire Insurance Fun	Base Program	47.44 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078480	Sep/21/2012	RE	Paid	VOP01 0000011878 COMED (6111) P.O. BOX 6111 CAROL STREAM IL 60197-6111	Not applicable		71.79 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101632	1929053011, 5889130	Aug/28/2012	ELECTRIC SERVICE 7/27/12-8/28/12@732 MADISON,1161 WESTGATE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Electricity	Parking Services	Parking Fund	Lots_Off Street Parking	71.79 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078481	Sep/21/2012	RE	Paid	VOP01 0000014488 CURRY, CHERYL 800 N. EUCLID AVE. OAK PARK IL 60302	Not applicable		135.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101586	09/08/12	Sep/08/2012	CONTRACTUAL SERVICES - FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	HEALTH - Farmer's Market	Farmers Market Com	Base Program	135.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078482	Sep/21/2012	RE	Paid	VOP01 000001457 DARLEY & CO. W. S. SLOT A-74 P.O. BOX 66973 CHICAGO IL 60666-0973	Not applicable		278.86 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101591	17033820	Aug/08/2012	SUSPENDERS & SCOTCHLITE TRIM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	FIRE - Operations	General Fund	Base Program	278.86 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078483	Sep/21/2012	RE	Paid	VOP01 0000014610 DENNANNE FARMS 29 W 244 OLD LAKE ST ELGIN IL 60120	Not applicable		67.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101669	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	67.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078484	Sep/21/2012	RE	Paid	VOP01 0000002587 ELGIN COMMUNITY COLLEGE, BSN CONF CE 1700 SPARTAN DRIVE ELGIN IL 60123-7193	Not applicable		900.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101555	10/29/12-11/2/12, DONA	Aug/29/2012	VEHICLE MACHINERY OPERATIONS CLASS CEF 521 301	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Volunteer Recog Recruitment	FIRE - Training and Public Ed.	General Fund	Base Program	450.00 USD
1	Conferences Training	FIRE - Training and Public Ed.	General Fund	Base Program	450.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078485	Sep/21/2012	RE	Paid	VOP01 0000013689 ELLIS FARMS 4461 EAST BRITAIN AVE. BENTON HARBOR MI 49022	Not applicable		195.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101654	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	167.50 USD
1	Grant Expenses	HEALTH - Health Grants	FM Double Coupon - 2011	Base Program	28.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078486	Sep/21/2012	RE	Paid	VOP01 0000001117 FEDERAL EXPRESS P.O. BOX 94515 PALATINE IL 60094-4515	Not applicable		28.63 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101643	2-001-06187	Aug/29/2012	PARCEL'S DROPPED OFF 8/21/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Postage	HEALTH - Health Grants	West Nile CC 2012	Base Program	28.63 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078487	Sep/21/2012	RE	Paid	VOP01 0000014268 GARDA CL GREAT LAKES, INC. DEPT 3100-190 LOS ANGELES CA 90084-3100	Not applicable		1,765.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101581	179-929712	Apr/01/2012	APRIL 2012 PARKING METER COIN PICK UP	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Parking Services	Parking Fund	On Street Parking	1,765.50 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078488	Sep/21/2012	RE	Paid	VOP01 0000014875 GARNETT-HAWKINS, ANGELA 5742 S KING DR, #2B CHICAGO IL 60637	Not applicable		522.61 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101576	08/20/12	Sep/13/2012	INCIDENT@NORTH AVE & GROVE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Liability Claims	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	522.61 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078489	Sep/21/2012	RE	Paid	VOP01 0000012849 GENESIS GROWERS 8373 E. 3000 S. ROAD ST. ANNE IL 60964	Not applicable		135.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101651	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	135.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078490	Sep/21/2012	RE	Paid	VOP01 0000011721 GENEVA LAKES PRODUCE 1223 CLAUSEN RD. BURLINGTON WI 53105	Not applicable		147.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101652	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	96.50 USD
1	Grant Expenses	HEALTH - Health Grants	FM Double Coupon - 2011	Base Program	51.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078491	Sep/21/2012	RE	Paid	VOP01 0000002374 GIAMMONA, JOE 1839 S. 4TH PLACE ST. CHARLES IL 60174	Not applicable		512.10 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101619	9/10/12, 9/12/12, 09/13	Sep/13/2012	CONTRACTUAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	512.10 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078492	Sep/21/2012	RE	Paid	VOP01 0000002129 GOVERNMENT FINANCE OFFICERS ASSN. 3076 EAGLE WAY CHICAGO IL 60678-1030	Not applicable		225.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101631	0145922.	Sep/06/2012	MEMBERSHIP RENEWAL 12/1/12-11/30/13. CRAIG LESNER	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	FINANCE - Financial Services	General Fund	Base Program	225.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078493	Sep/21/2012	RE	Paid	VOP01 0000013972 GOVTEMPSUSA LLC P.O. BOX 2392 NEW YORK NY 10116-2392	Not applicable		1,800.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101636	1116370,1102314	Mar/08/2012	TEMPORARY SERVICES PERIOD 1/29,3/4. KNUDSEN	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Consultant Fees	Building Property Standards	General Fund	Building Inspection Services	1,800.00 USD



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078494	Sep/21/2012	RE	Paid	VOP01 0000001152 GRAINGER DEPT . 801549411 PALATINE IL 60038-0001	Not applicable		108.24 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101611	9911053743	Aug/24/2012	GLOVES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Fleet Operations	General Fund	Base Program	108.24 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078495	Sep/21/2012	RE	Paid	VOP01 0000012844 HARDIN FARMS 5228 HOCHBERGER RD EAU CLAIRE MI 49111	Not applicable		36.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101662	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	36.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078496	Sep/21/2012	RE	Paid	VOP01 0000012846 HEARTLAND MEATS INC. 3878 N. STATE HIGHWAY 251 MENDOTA IL 61342	Not applicable		117.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101681	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	97.00 USD
1	Grant Expenses	HEALTH - Health Grants	FM Double Coupon - 2011	Base Program	20.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078497	Sep/21/2012	RE	Paid	VOP01 0000014637 HIGHRISE BAKING COMPANY 405 N. WABASH #4012 CHICAGO IL 60611	Not applicable		45.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101667	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	43.00 USD
1	Grant Expenses	HEALTH - Health Grants	FM Double Coupon - 2011	Base Program	2.00 USD



Report ID: APY2001

PeopleSoft Accounts Payable
DETAILED CHECK REGISTER

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Run Date Sep/21/2012

Run Time 12:11:24 PM

Pay Cycle: OAKPK
 Pay Cycle Sequence: 785
 Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078498	Sep/21/2012	RE	Paid	VOP01 0000014524 HILBER, COREY JAMES 4738 N. VIRGINIA AVE, APT 2 CHICAGO IL 60625	Not applicable		262.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101599	07/24/12,08/04/12,08/	Aug/31/2012	CONTRACTUAL SERVICES 8/21/12, 8/23/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	HEALTH - Farmer's Market	Farmers Market Com	Base Program	262.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078499	Sep/21/2012	RE	Paid	VOP01 0000004255 HOY LANDSCAPING, INC. 3000 W. LAKE ST. MELROSE PARK IL 60160	Not applicable		1,742.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101589	30167	Aug/16/2012	SIDEWALK REPLACEMENT@ 144 S. OAK PARK	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Local Street Construction	DPW - Capital Projects	Capital Improvement Fund	Local Streets	1,742.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078500	Sep/21/2012	RE	Paid	VOP01 0000002312 IL CHAPTER IAAI C/O RUSS NUMMER FIRE SCENE INVESTIGATIONS 16249 107TH AVE #3 ORLAND PARK IL 60467	Not applicable		400.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101592	9/10/12-9/14/12 - TOWL	Aug/13/2012	SEMINAR REGISTRATION - ANNUAL FIRE INVETIGATION CONFERENCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	FIRE - Prev. and Investigation	General Fund	Base Program	200.00 USD
1	Conferences Training	FIRE - Prev. and Investigation	General Fund	Base Program	200.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078501	Sep/21/2012	RE	Paid	VOP01 0000002600 ILCSWMA P.O. BOX 17461 URBANA IL 61803	Not applicable		125.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101641	10/04/12-10/05/12	Aug/29/2012	IL COUNTIES SOLID WASTE MGMT CONFERENCE-BRYANT,VINCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	DPW - Solid Waste	Environmental Services Fu	Solid Waste Enforcement	125.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078502	Sep/21/2012	RE	Paid	VOP01 0000013767 ILL SPECIALTY CUT FLOWERS 9518 HALIGUS RD HUNTLY IL 60142	Not applicable		39.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101650	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	39.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078503	Sep/21/2012	RE	Paid	VOP01 0000013152 INTEGRYS ENERGY SERVICES PO BOX 19046 GREEN BAY WI 54307-9046	Not applicable		1,038.87 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101633	20671529-1	Aug/29/2012	ELECTRIC SERVICE 7/27/12-8/27/12@137 N. SCOVILLE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Electricity	Parking Services	Parking Fund	OPRF Garage	1,038.87 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078504	Sep/21/2012	RE	Paid	VOP01 0000012842 IRON CREEK FARM 3620 KNOX AVE. ST. JOSEPH MI 49085	Not applicable		172.30 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101666	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	172.30 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078505	Sep/21/2012	RE	Paid	VOP01 0000002143 JEMS P.O. BOX 17049 NORTH HOLLYWOOD CA 91615	Not applicable		74.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101598	08/30/12	Aug/30/2012	ACCT#JE201295-R211R1 MAGAZINE RENEWAL-EMS MAGAZINE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	FIRE - EMS	General Fund	Base Program	74.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078506	Sep/21/2012	RE	Paid	VOP01 0000012851 JOHANSON'S APPLE WORLD 8700 KEEHN RD. BARODA MI 49101	Not applicable		31.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101655	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	31.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078507	Sep/21/2012	RE	Paid	VOP01 0000006278 KLEMM, KENNETH C/O FIRE 123 MADISON ST OAK PARK IL 60302	Not applicable		313.67 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101595	08/12/12-8/13/12	Aug/15/2012	REIMBURSEMENT FOR TRAVEL TO IL STATE FAIR	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	FIRE - Admin	General Fund	Base Program	177.67 USD
1	Operational Supplies	FIRE - Operations	General Fund	Base Program	136.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078508	Sep/21/2012	RE	Paid	VOP01 0000014874 LAW OFFICES OF EVELYN GROSS 410 LAKE ST OAK PARK IL 60302	Not applicable		170.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101577	08/07/12	Sep/17/2012	INCIDENT@410 LAKE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Liability Claims	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	170.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078509	Sep/21/2012	RE	Paid	VOP01 0000001209 LOGSDON OFFICE SUPPLY 1055 ARTHUR ELK GROVE VILLAGE IL 60007	Not applicable		65.51 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101594	41507311, 415118	Aug/20/2012	OFFICE SUPPLIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Office Supplies	FIRE - Admin	General Fund	Base Program	65.51 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078510	Sep/21/2012	RE	Paid	VOP01 0000005591 LOYOLA UNIVERSITY MEDICAL CENTER P.O. BOX 95994 CHICAGO IL 60694-5994	Not applicable		83.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101614	09/12/12	Sep/12/2012	OHS GUARANTOR NUMBER:6000167-0912	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	HR - Human Resources	General Fund	Employment	55.00 USD
1	External Support	HR - Human Resources	General Fund	Employment	28.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078511	Sep/21/2012	RE	Paid	VOP01 0000013731 MCCLELLAND, SUSAN C/O OAK PARK LIBRARY 834 LAKE ST OAK PARK IL 60302	Not applicable		83.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101612	8/30,9/3,9/17	Sep/17/2012	TRANSIT REIMBURSEMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Flexible Spending Transportati	Balance Sheet	Natl Trust Historic Pres Gt 0	Balance Sheet	83.50 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078512	Sep/21/2012	RE	Paid	VOP01 0000001570 MENARDS-MELROSE PARK 8311 W. NORTH AVE MELROSE PARK IL 60160	Not applicable		454.73 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101602	39929, 39927	Aug/13/2012	ADAPTERS, ELBOWS,GALV NIPPLES,ELBOWS,UNIONS & COUPLINGS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Water	Water Fund	Water Supply	177.26 USD
1	Operational Supplies	DPW - Water	Water Fund	Water Supply	277.47 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078513	Sep/21/2012	RE	Paid	VOP01 0000001160 MOHR, H.J. & SONS CO. 915 S. MAPLE OAK PARK IL 60304-1893	Not applicable		1,865.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101607	149894, 149895, 1498	Aug/15/2012	STONE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Roadway Maintenance	DPW - Water	Water Fund	Water Distribution	1,235.50 USD
1	Roadway Maintenance	DPW - Sewer	Sewer Fund	Sewer Collection	630.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078514	Sep/21/2012	RE	Paid	VOP01 0000013445 NICHOLS FARM & ORCHARD 2602 HAWTHORN RD MARENGO IL 60152	Not applicable		351.75 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101657	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	304.75 USD
1	Grant Expenses	HEALTH - Health Grants	FM Double Coupon - 2011	Base Program	47.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078515	Sep/21/2012	RE	Paid	VOP01 0000001256 NICOR (P.O. BOX 0632) P.O. BOX 0632 AURORA IL 60507-0632	Not applicable		83.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101634	67-90-13-5311 9	Aug/31/2012	GAS SERVICE 8/2/12-8/31/12@1114 HOLLEY CT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Natural Gas	Parking Services	Parking Fund	Holley Ct Parking Garage	83.50 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078516	Sep/21/2012	RE	Paid	VOP01 0000014612 NORDIC CREAMERY 52244 LANGAARD LANE WESTBY WI 54667	Not applicable		172.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101668	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	162.00 USD
1	Grant Expenses	HEALTH - Health Grants	FM Double Coupon - 2011	Base Program	10.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078517	Sep/21/2012	RE	Paid	VOP01 0000014735 NORTH WICHERT GARDENS 3237 S. 8500 E. RD. ST. ANNE IL 60964	Not applicable		134.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101670	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	134.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078518	Sep/21/2012	RE	Paid	VOP01 000001269 OAK PARK AREA ARTS COUNCIL 123 MADISON ST OAK PARK IL 60302	Not applicable		5,883.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101615	AUGUST 2012	Sep/20/2012	GENERAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Oak Park Area Arts Council	Special Activities	General Fund	Base Program	5,883.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078519	Sep/21/2012	RE	Paid	VOP01 0000014490 OWENS, JOHN 708 CLARENCE AVE. OAK PARK IL 60304	Not applicable		139.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101628	09/05/12, 09/09/12	Sep/09/2012	CONTRACTUAL SERVICES - FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	HEALTH - Farmer's Market	Farmers Market Com	Base Program	139.50 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078520	Sep/21/2012	RE	Paid	VOP01 0000012347 PNC EQUIPMENT FINANCE P.O. BOX 931034 CLEVELAND OH 44193	Not applicable		1,394.58 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101626	4144935	Aug/29/2012	ZOLL MANUAL DEFIBRILLATORS & ACCESSORIES 9/24/12-10/23/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Computer Equipment	FINANCE - Financial Services	Equipment Replacement F	Computer Equipment - Police	1,394.58 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078521	Sep/21/2012	RE	Paid	VOP01 0000005001 POLFUS, EDWARD 521 BEACH AVE. LAGRANGE PARK IL 60526	Not applicable		170.70 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101616	09/11/12	Sep/11/2012	CONTRACTUAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	170.70 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 15450888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078522	Sep/21/2012	RE	Paid	VOP01 0000014745 R. SMITS & SONS 8848 STARK DR BURR RIDGE IL 60527	Not applicable		164.85 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101658	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	139.85 USD
1	Grant Expenses	HEALTH - Health Grants	FM Double Coupon - 2011	Base Program	25.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078523	Sep/21/2012	RE	Paid	VOP01 0000014613 RED HEN BREAD 250 N. WESTERN CHICAGO IL 60612	Not applicable		87.25 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101664	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	87.25 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078524	Sep/21/2012	RE	Paid	VOP01 000004974 RICHARDSON, ANITA 5057 HARVARD TERRACE SKOKIE IL 60077	Not applicable		1,687.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101617	2012-41	Sep/11/2012	CONTRACTUAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	562.50 USD
1	External Support	Adjudication	General Fund	Base Program	562.50 USD
1	External Support	Adjudication	General Fund	Base Program	562.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078525	Sep/21/2012	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	00101644	6745083121	Aug/26/2012	AUGUST/SEPTEMBER 2012 COLOR 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: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078526	Sep/21/2012	RE	Paid	VOP01 0000013446 RIVER VALLEY RANCH 39900 60TH ST BURLINGTON WI 53105	Not applicable		132.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101665	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	132.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078527	Sep/21/2012	RE	Paid	VOP01 0000001319 ROSENTHAL,MURPHEY & COBLENTZ 30 N LASALLE ST STE. #1624 CHICAGO IL 60602	Not applicable		1,296.25 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101575	11,9,3	Jul/09/2012	JUNE 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	1,296.25 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078528	Sep/21/2012	RE	Paid	VOP01 0000012540 SALES ENTERPRISE P.O. BOX 412 OAK LAWN IL 60453	Not applicable		512.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101578	08/31/12	Aug/31/2012	MISC. T-SHIRTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	DPW - Administration	General Fund	Base Program	512.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078529	Sep/21/2012	RE	Paid	VOP01 0000011814 SANTANNA ENERGY SERVICES P.O BOX 200024 HOUSTON TX 77216	Not applicable		177.54 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101629	INV001892439	Sep/01/2012	GAS SERVICE 8/1/12-8/31/12@127 LAKE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Natural Gas	DPW - Water	Water Fund	Water Supply	177.54 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078530	Sep/21/2012	RE	Paid	VOP01 000008486 SCHEIN INC., HENRY DEPT. CH 10241 PALATINE IL 60055-0241	Not applicable		533.16 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101597	4535068-01	Aug/17/2012	GLOVES & PENLIGHT DISPOSABLES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	FIRE - EMS	General Fund	Base Program	533.16 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078531	Sep/21/2012	RE	Paid	VOP01 000001333 SCHROEDER & SCHROEDER, INC. 7306 CENTRAL PARK SKOKIE IL 60076	Not applicable		99,203.52 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101590	PROJECT 12-04, ESTI	Aug/23/2012	2012 ALLEY PROGRAM 7/10/12-8/23/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Alley Improvements	DPW - Capital Projects	Capital Improvement Fund	Local Streets	99,203.52 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078532	Sep/21/2012	RE	Paid	VOP01 0000001804 SECRETARY OF STATE-DEPT OF POLICE CONFIDENTIAL SERVICES DEPT. 110 E. ADAMS ST. SPRINGFIELD IL 62701-1109	Not applicable		99.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101582	09/30/12 - UNIT #177	Aug/31/2012	LICENSE PLATE RENEWAL - VIN#2FAHP71V19X101473	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	99.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078533	Sep/21/2012	RE	Paid	VOP01 0000001804 SECRETARY OF STATE-DEPT OF POLICE CONFIDENTIAL SERVICES DEPT. 110 E. ADAMS ST. SPRINGFIELD IL 62701-1109	Not applicable		99.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101584	09/30/12 - UNIT #182	Aug/31/2012	LICENSE PLATE RENEWAL - VIN#2G4WB52K831217283	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	99.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078534	Sep/21/2012	RE	Paid	VOP01 0000001804 SECRETARY OF STATE-DEPT OF POLICE CONFIDENTIAL SERVICES DEPT. 110 E. ADAMS ST. SPRINGFIELD IL 62701-1109	Not applicable		99.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101585	09/30/12 - UNIT #220	Aug/31/2012	LICENSE PLATE RENEWAL - VIN#2FAHP71VX9X141843	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	99.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078535	Sep/21/2012	RE	Paid	VOP01 0000001804 SECRETARY OF STATE-DEPT OF POLICE CONFIDENTIAL SERVICES DEPT. 110 E. ADAMS ST. SPRINGFIELD IL 62701-1109	Not applicable		99.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101583	09/30/12 - UNIT #181	Aug/31/2012	LICENSE PLATE RENEWAL - VIN#JT8BF28G9Y5095675	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	99.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078536	Sep/21/2012	RE	Paid	VOP01 000009522 SHEEHAN, CAROLYN 142 N. HARVEY AVE OAK PARK IL 60302	Not applicable		61.08 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101630	8L50L2A00203K4	Jun/02/2012	REIMBURSEMENT FOR SUPPLIES FOR 2012 DAY IN OUR VILLAGE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Special Events	Community Relations	General Fund	Community Monitoring	61.08 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078537	Sep/21/2012	RE	Paid	VOP01 0000014303 SNOW, MURRAY C/O HEALTH DEPT 123 MADISON OAK PARK IL 60302	Not applicable		409.88 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101621	9/4/12-9/6/12	Sep/14/2012	REIMBURSEMENT FOR 2012 IEMA CONFERENCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Travel & Mileage Reimbursemen	HEALTH - Health Grants	Public Health Emrg. Prep 2	Base Program	409.88 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078538	Sep/21/2012	RE	Paid	VOP01 0000012853 STOVER, K V & SONS 7840 GARR RD. BERRIEN SPRINGS MI 49103	Not applicable		773.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101656	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	773.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078539	Sep/21/2012	RE	Paid	VOP01 0000005743 SUBURBAN LABORATORIES 4140 LITT DRIVE. HILLSIDE IL 60162-1183	Not applicable		135.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101606	20537	Aug/15/2012	WATER TESTING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Water	Water Fund	Water Supply	135.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078540	Sep/21/2012	RE	Paid	VOP01 000006184 TETRA TECH EM INC. P.O. BOX 901642 DENVER CO 80291-1642	Not applicable		4,608.68 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101588	50589098	Jul/27/2012	SOIL SAMPLING - ALLEY PROJECT 12-4	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Alley Improvements	DPW - Capital Projects	Capital Improvement Fund	Local Streets	4,608.68 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078541	Sep/21/2012	RE	Paid	VOP01 0000001380 THIRD MILLENNIUM 4200 CANTERA DR. STE. #105 WARRENVILLE IL 60555	Not applicable		1,746.12 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101572	14943	Aug/24/2012	AUGUST 2012 UTILITY BILLS & LATE NOTICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Postage	FINANCE - Financial Services	Sewer Fund	Utilities	1,746.12 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078542	Sep/21/2012	RE	Paid	VOP01 0000012843 TOMATO MOUNTAIN FARM N7720 SANDY HOOK RD BROOKLYN WI 53521	Not applicable		62.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101663	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	62.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078543	Sep/21/2012	RE	Paid	VOP01 0000014744 TREE OF LIFE GARDENS 232 KIRKWOOD RD. CUBA CITY WI 53807	Not applicable		46.05 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101671	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	46.05 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078544	Sep/21/2012	RE	Paid	VOP01 0000014876 TYCO INTEGRATED SECURITY LLC P.O. BOX 371967 PITTSBURGH PA 15250-7967	Not applicable		57.32 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101596	77586051	Aug/11/2012	RECURRING SERVICE 9/1/12-11/30/12@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
078545	Sep/21/2012	RE	Paid	VOP01 0000001642 VISIT OAK PARK 1118 WESTGATE OAK PARK IL 60301	Not applicable		12,644.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00095046	OCTOBER 2012	Sep/30/2012	OCTOBER 2012 DISBURSEMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Mainten Support	Special Activities	General Fund	Base Program	12,644.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078546	Sep/21/2012	RE	Paid	VOP01 0000012850 VITALO, KATHY 409 FOREST AVE. WILLOW SPRINGS IL 60480	Not applicable		209.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101653	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	209.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078547	Sep/21/2012	RE	Paid	VOP01 0000012848 WALT SKIBBE FARMS 3130 HOCHBERGER RD EAU CLAIRE MI 49111	Not applicable		184.85 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101659	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	184.85 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 785
Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078548	Sep/21/2012	RE	Paid	VOP01 0000001618 WASHINGTON,CARRIE BELLE P.O. BOX 35 TINLEY PARK IL 60477	Not applicable		1,687.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101620	09/10/12,09/12/12,09/	Sep/13/2012	CONTRACTUAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	1,687.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078549	Sep/21/2012	RE	Paid	VOP01 0000006993 WEST SIDE EXCHANGE P.O. BOX 87618 DEPT #4570 CHICAGO IL 60680-0618	Not applicable		68.46 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101600	N77619	Aug/16/2012	ENGINE OIL DRAIN VALVE	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	68.46 USD



Report ID: APY2001

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Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/21/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078550	Sep/21/2012	RE	Paid	VOP01 0000012847 WETTSTEIN ORGANIC FARM 2100 US HIGHWAY 150 CARLOCK IL 61725	Not applicable		1,252.62 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101660	AUGUST 2012	Sep/05/2012	REIMBURSEMENT FOR CREDIT CARD SALES@OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
1	Miscellaneous Payables	Balance Sheet	Farmers Market Com	Balance Sheet	1,210.62	USD
1	Grant Expenses	HEALTH - Health Grants	FM Double Coupon - 2011	Base Program	42.00	USD
Total Requirements for Bank Account					FB_OP VOP 154508888927	532,590.00 USD
Total Requirements for Currency					USD	532,590.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078552	Sep/28/2012	RE	Paid	VOP01 0000010223 ABC COMMERCIAL MAINT. SERVICES, INC. 8056 N. MILWAUKEE AVE. NILES IL 60714	Not applicable		6,950.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101795	053	Aug/31/2012	AUGUST 2012 JANITORIAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
4	General Contractuals	DPW - Building Maintenance	General Fund	Intermodal Station	452.00 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Village Hall	4,752.00 USD
3	General Contractuals	DPW - Building Maintenance	General Fund	Dole Center	500.00 USD
2	General Contractuals	DPW - Building Maintenance	General Fund	Public Works Center	1,246.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078553	Sep/28/2012	RE	Paid	VOP01 0000007837 ABC Printing Company 5654 N. Elston Avenue CHICAGO IL 60646	Not applicable		943.01 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101864	163915	Jun/29/2012	POSTAGE FOR VEHICLE LICENSE APPLICATIONS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Postage	Parking Services	General Fund	Vehicle Licenses	943.01 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078554	Sep/28/2012	RE	Paid	VOP01 0000014892 ADIGOPULA, SASIKANTH 930 NORTH BLVD #206 OAK PARK IL 60301	Not applicable		10.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101867	610559	Aug/23/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	10.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078555	Sep/28/2012	RE	Paid	VOP01 0000010000 ADVANTAGE DAMAGE APPRAISAL INC. P.O. BOX 238 WOOD DALE IL 60191	Not applicable		109.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101944	5349	Aug/07/2012	DAMAGE APPRAISAL	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	109.00 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078556	Sep/28/2012	RE	Paid	VOP01 0000008734 AFTERMATH, INC. P.O. BOX 916 OSWEGO IL 60543-0916	Not applicable		95.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101819	JC2012-1015	Aug/29/2012	BIO-HAZARDOUS CLEAN UP	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	POLICE	General Fund	Base Program	95.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078557	Sep/28/2012	RE	Paid	VOP01 0000003530 AIRGAS NORTH CENTRAL P.O. BOX 802588 CHICAGO IL 60680-2588	Not applicable		108.63 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101992	9008238703	Aug/29/2012	OXYGEN	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	FIRE - EMS	General Fund	Base Program	108.63 USD



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PeopleSoft Accounts Payable
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078558	Sep/28/2012	RE	Paid	VOP01 0000001013 AKZO NOBEL PAINT 21033 NETWORK PLACE CHICAGO IL 60673-1210	Not applicable		146.87 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101769	0169-103624	Aug/08/2012	PAINT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	146.87 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078559	Sep/28/2012	RE	Paid	VOP01 0000001958 ALARM DETECTION SYSTEMS INC. 1111 CHURCH RD. AURORA IL 60505	Not applicable		106.58 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101865	08/05/12	Aug/05/2012	SEPTEMBER-NOVEMBER QUARTERLY CHARGES@720 NORTH BLVD	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Parking Services	Parking Fund	The Avenue Garage	106.58 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078560	Sep/28/2012	RE	Paid	VOP01 0000001014 ALEXANDER EQUIPMENT COMP INC. 4728 YENDER AVE LISLE IL 60532	Not applicable		671.10 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101942	87628	Sep/06/2012	DRUM BEARING & ASSOCIATED 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	671.10 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078561	Sep/28/2012	RE	Paid	VOP01 0000001016 ALLIED ASPHALT PAVING CO. 1100 BRANDT DRIVE HOFFMAN ESTATES IL 60192	Not applicable		355.35 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101734	1688814	Aug/11/2012	ASPHALT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Roadway Maintenance	DPW - Water	Water Fund	Water Distribution	355.35 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078562	Sep/28/2012	RE	Paid	VOP01 0000001022 ANDERSON ELEVATOR CO 2801 S. 19TH AVE BROADVIEW IL 60155	Not applicable		4,849.40 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101965	126310	Sep/01/2012	SEPTEMBER 2012 ELEVATOR MAINTENANCE@201 SOUTH BLVD	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Building Maintenance	General Fund	Public Works Center	166.00 USD
1	General Contractuals	Parking Services	Parking Fund	OPRF Garage	140.27 USD
1	General Contractuals	Parking Services	Parking Fund	OPRF Garage	3,254.40 USD
3	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	161.85 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Village Hall	234.50 USD
2	General Contractuals	DPW - Building Maintenance	General Fund	Dole Center	115.50 USD
2	General Contractuals	Parking Services	Parking Fund	The Avenue Garage	280.54 USD
4	General Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	496.34 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078563	Sep/28/2012	RE	Paid	VOP01 0000002112 ANDERSON PEST SOLUTIONS P.O. BOX 600670 JACKSONVILLE FL 32260-0670	Not applicable		1,497.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101851	2234504	Sep/01/2012	SEPTEMBER 2012 MONTHLY RODENT CONTROL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Grant Contractuals	HEALTH - Health Grants	Local Health Protection 20	Base Program	1,497.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078564	Sep/28/2012	RE	Paid	VOP01 0000014890 ANDOLINA, MICHAEL & MOLLY 1138 N. OAK PARK AVE. OAK PARK IL 60302	Not applicable		3,500.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101838	SBPGP-056	Aug/30/2012	SEWER BACKUP PREVENTION GRANT PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	3,500.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078565	Sep/28/2012	RE	Paid	VOP01 0000008783 ANIMAL CARE LEAGUE 1013 GARFIELD ST. OAK PARK IL 60304	Not applicable		8,333.33 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101852	OCTOBER 2012	Sep/07/2012	MONTHLY SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	HEALTH - Health Services	General Fund	Animal Control	8,333.33 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078566	Sep/28/2012	RE	Paid	VOP01 0000014939 ARAIZA, SARA 2222 S. OAK PARK AVE. BERWYN IL 60402	Not applicable		243.08 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101985	0521000604-02	Sep/14/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL @ 1043 HIGHLAND	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	243.08 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078567	Sep/28/2012	RE	Paid	VOP01 0000001033 ASSOC. TIRE & BATTERY CO, INC. 6208 ROOSEVELT RD OAK PARK IL 60304	Not applicable		472.34 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101688	510420	Aug/25/2012	REPAIR TO 20.5/25 TIRE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	50.00 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	240.00 USD
1	Lubricants	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	182.34 USD



Report ID: APY2001

PeopleSoft Accounts Payable
DETAILED CHECK REGISTER

Page No. 9
Run Date Sep/28/2012
Run Time 10:18:21 AM

Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078568	Sep/28/2012	RE	Paid	VOP01 0000013854 AT & T P.O. BOX 5080 CAROL STREAM IL 60197-5080	Not applicable		55.19 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101684	708386261708	Aug/28/2012	E911 TELECOMMUNICATION CHARGES 8/28/12-9/27/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Telecommunication Charges	POLICE - Communication	Enhanced E-911 Fund	Base Program	55.19 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078569	Sep/28/2012	RE	Paid	VOP01 0000008968 AUTO ZONE P.O. BOX 116067 ATLANTA GA 30368-6067	Not applicable		496.08 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101740	2674866336, 2674866	Aug/23/2012	BATTERIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	37.98	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	41.39	USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	10.00	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	29.93	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	28.79	USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	37.98	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	9.99	USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	10.00	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	5.99	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	37.97	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	111.52	USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	37.97	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	86.58	USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	9.99	USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078570	Sep/28/2012	RE	Paid	VOP01 000001037 B & F TECHNICAL CODE SERVICE P.O. BOX 2091 AURORA IL 60507-2091	Not applicable		5,470.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101845	35428	Jul/31/2012	JULY 2012 INSPECTIONS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Building Property Standards	General Fund	Building Inspection Services	5,470.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078571	Sep/28/2012	RE	Paid	VOP01 0000010157 B2B COMPUTER PRODUCTS P.O. BOX 3296 GLEN ELLYN IL 60138	Not applicable		1,281.84 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101935	578939	Aug/08/2012	TONER CARTRIDGES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Office Supplies	Adjudication	General Fund	Base Program	352.00 USD
1	Office Supplies	Adjudication	General Fund	Base Program	218.00 USD
1	Computer Equipment	Communication	Equipment Replacement F	Computer Equipment - Capital	675.00 USD
2	Operational Supplies	Communication	General Fund	Media Development	36.84 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078572	Sep/28/2012	RE	Paid	VOP01 0000001043 BAR CODE INTEGRATORS, INC. 1635 NORTHWIND BLVD LIBERTYVILLE IL 60048	Not applicable		541.30 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101841	17040	Sep/04/2012	BATTERY	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	POLICE	General Fund	Field Services	541.30 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078573	Sep/28/2012	RE	Paid	VOP01 0000004593 BARONGER LLC C/O MITCH GOLDSTEIN 136 N. RIDGELAND AVE. OAK PARK IL 60302	Not applicable		220.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101849	OBS 2012-000419	Sep/07/2012	REFUND RIGHT OF WAY OBSTRUCTION PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Building Permits	Building Property Standards	General Fund	Building Inspection Services	220.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078574	Sep/28/2012	RE	Paid	VOP01 000006245 BATTERIES UNLIMITED INC. 105 W. FULLERTON AVE. ADDISON IL 60101	Not applicable		45.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101751	24357	Aug/21/2012	DEWALT 14.4V BATTERY	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Fleet Operations	General Fund	Base Program	45.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078575	Sep/28/2012	RE	Paid	VOP01 000007888 BEARINGS & INDUSTRIAL SUPPLY CO, INC. 431 IRMEN DRIVE ADDISON IL 60101	Not applicable		267.20 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101984	19868	Aug/22/2012	PILLOW BLOCK BEARINGS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	267.20 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078576	Sep/28/2012	RE	Paid	VOP01 0000014891 BERTHA, OLUFEMI 552 N. HILLSIDE AVE. HILLSIDE IL 60162	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101866	P10149493	Aug/28/2012	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
078577	Sep/28/2012	RE	Paid	VOP01 0000014894 BERTUCCI, MARTIN 6291 MULBERRY AVE. PORTAGE IN 46368	Not applicable		79.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101870	609672	Aug/24/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Onstreet Parking Permits	Parking Services	Parking Fund	Parking Permit Office	79.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078578	Sep/28/2012	RE	Paid	VOP01 0000014893 BOWMAN, MICHAEL JR 4058 N. SHERIDAN RD, #1W CHICAGO IL 60613	Not applicable		72.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101869	611609	Aug/30/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Onstreet Parking Permits	Parking Services	Parking Fund	Parking Permit Office	72.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078579	Sep/28/2012	RE	Paid	VOP01 0000014495 BUSHNELL, MARIE 605 PLUM GROVE RD #1B ROSELLE IL 60172	Not applicable		160.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101868	609740, 609741	Aug/23/2012	REFUND PARKING PERMITS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Onstreet Parking Permits	Parking Services	Parking Fund	Parking Permit Office	160.00 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078580	Sep/28/2012	RE	Paid	VOP01 0000014757 BUTE, JULIE 676 S. HILLSIDE AVE. ELMHURST IL 60126	Not applicable		110.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101914	605190	Aug/17/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	110.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078581	Sep/28/2012	RE	Paid	VOP01 0000001058 CAPTION FIRST, INC. P.O. BOX 3066 MONUMENT CO 80132	Not applicable		1,125.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101853	43752, 43891	Sep/06/2012	CATPTIONING/TRANSCRIBING OF BOARD MEETINGS 7/16/12-8/6/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Records Management	CLERK - Village Clerk	General Fund	Base Program	1,125.00 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
078582	Sep/28/2012	RE	Paid	VOP01 0000002455 CAR-X AUTO SERVICE 700 MADISON ST. OAK PARK IL 60302	Not applicable		44.96 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101692	3-88207	Aug/17/2012	2 WHEEL FRONT END ALIGNMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	44.96 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078583	Sep/28/2012	RE	Paid	VOP01 0000014932 CARLSON, ANDREA 950 WASHINGTON BLVD #206 OAK PARK IL 60302	Not applicable		71.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101913	609863	Aug/31/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	71.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078584	Sep/28/2012	RE	Paid	VOP01 0000014931 CARLSON, JEFFREY & NICOLE 212 N. BONNIE BRAE AVE. ELMHURST IL 60126	Not applicable		150.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101912	608486, 608545	Aug/27/2012	REFUND PARKING PERMITS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	150.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078585	Sep/28/2012	RE	Paid	VOP01 0000013926 CARQUEST AUTO PARTS P.O. BOX 503589 ST LOUIS MO 63150-3589	Not applicable		227.01 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101716	1735-235125	Aug/20/2012	D/S UPPER CONTROL ARM ASSY	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	62.39 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	65.14 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	63.74 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	35.74 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078586	Sep/28/2012	RE	Paid	VOP01 0000001059 CASE LOTS INC. 7911 W. OGDEN LYONS IL 60534	Not applicable		1,155.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101697	042246	Aug/13/2012	TOILET PAPER, MULTI-FOLD TOWELS & SOAP	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	358.70	USD
2	Building Materials	DPW - Building Maintenance	General Fund	Dole Center	5.10	USD
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	145.45	USD
2	Building Materials	DPW - Building Maintenance	General Fund	Dole Center	29.09	USD
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	15.80	USD
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	25.50	USD
2	Building Materials	DPW - Building Maintenance	General Fund	Dole Center	71.74	USD
4	Building Materials	DPW - Building Maintenance	General Fund	Fire Department	71.74	USD
4	Building Materials	DPW - Building Maintenance	General Fund	Fire Department	5.10	USD
4	Building Materials	DPW - Building Maintenance	General Fund	Fire Department	29.09	USD
3	Building Materials	DPW - Building Maintenance	General Fund	Public Works Center	215.22	USD
3	Building Materials	DPW - Building Maintenance	General Fund	Public Works Center	87.27	USD
3	Building Materials	DPW - Building Maintenance	General Fund	Public Works Center	15.30	USD
1	Building Materials	DPW - Building Maintenance	General Fund	Public Works Center	79.90	USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078587	Sep/28/2012	RE	Paid	VOP01 0000001535 CDS OFFICE TECHNOLOGIES P.O. BOX 3566 SPRINGFIELD IL 62708-3566	Not applicable		45.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101816	INV0709095	Aug/16/2012	POWER ADAPTER DC JACK,CABLES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Computer Supplies	Information Technology	General Fund	Base Program	45.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078588	Sep/28/2012	RE	Paid	VOP01 0000001054 CDW GOVERNMENT, INC. 75 REMITTANCE DR., SUITE 1515 CHICAGO IL 60675-1515	Not applicable		52.76 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101814	P581030	Aug/21/2012	BLACK RIBBON SET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Office Supplies	POLICE	General Fund	Base Program	52.76 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
078589	Sep/28/2012	RE	Paid	VOP01 0000013322 CERTIFIT 90 SOUTH ADDISON RD. ADDISON IL 60101	Not applicable		58.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101744	617893	Aug/23/2012	LEFT SIDE REAR VIEW MIRROR ASSY	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	28.75 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	29.75 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078590	Sep/28/2012	RE	Paid	VOP01 0000014884 CHAMPANERI, MITEN & MONA 10 MCKINLEY LN STREAMWOOD IL 60107	Not applicable		10.09 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101818	0528000244-02	Aug/31/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL@255 SOUTH BLVD #4	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	10.09 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078591	Sep/28/2012	RE	Paid	VOP01 000008029 CHICAGO COMMUNICATIONS, LLC ATTN: ACCOUNTS RECEIVABLE 200 SPANGLER AVE ELMHURST IL 60126	Not applicable		230.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101990	234875	Aug/23/2012	PROGRAMMING CABLE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Computer Equipment	FIRE - Communication	Enhanced E-911 Fund	Base Program	230.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078592	Sep/28/2012	RE	Paid	VOP01 0000014051 CHICAGO FILTER SUPPLY 221 KING ST ELK GROVE VILLAGE IL 60007	Not applicable		281.44 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101955	5935	Sep/04/2012	FILTERS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
3	Building Materials	DPW - Building Maintenance	General Fund	Public Works Center	106.94 USD
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	157.61 USD
2	Building Materials	DPW - Building Maintenance	General Fund	Dole Center	16.89 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
078593	Sep/28/2012	RE	Paid	VOP01 0000005908 CHICAGO INTERNATIONAL TRUCKS DEPT #10271 P.O. BOX 87618 CHICAGO IL 60680-0618	Not applicable		237.33 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101693	10093441	Aug/23/2012	POWER STEERING FILTER	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	26.36 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	46.97 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	64.62 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	99.38 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078594	Sep/28/2012	RE	Paid	VOP01 0000014888 CIACCIARELLI, MICHAEL 934 N. KENILWORTH AVE. OAK PARK IL 60302	Not applicable		3,500.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101836	SBPGP-063	Aug/30/2012	SEWER BACKUP PREVENTION GRANT PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	3,500.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078595	Sep/28/2012	RE	Paid	VOP01 000003028 CINTAS FIRST AID & SAFETY 1870 BRUMMEL DR. ELK GROVE VILLAGE IL 60007	Not applicable		281.13 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101771	5000133438	Aug/23/2012	FIRST AID SUPPLIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Administration	General Fund	Safety Program	281.13 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078596	Sep/28/2012	RE	Paid	VOP01 0000001678 CLASSIC GRAPHICS INDUSTRIES 650 W. GRAND AVE, UNIT 204 ELMHURST IL 60126	Not applicable		2,097.38 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101925	70517	Sep/06/2012	STOCK SUPPLY OF COPY PAPER	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Paper Supply	FINANCE - Purchasing	General Fund	Central Services	1,514.00 USD
1	Printing	POLICE	General Fund	Base Program	583.38 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
078597	Sep/28/2012	RE	Paid	VOP01 0000013498 CLAUSS BROTHERS INC. 360 W. SCHAUMBURG RD. STREAMWOOD IL 60107	Not applicable		1,545.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101974	23133	Aug/31/2012	AUGUST 2012 PARKWAY RESTORATIONS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Roadway Maintenance	DPW - Sewer	Sewer Fund	Sewer Collection	1,545.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078598	Sep/28/2012	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	00101929	70609	Sep/04/2012	SEPTEMBER 2012 PRINTING OF 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
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078599	Sep/28/2012	RE	Paid	VOP01 0000014933 COFFEY, MICHAEL 240 S. MARION ST. OAK PARK IL 60302	Not applicable		40.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101911	1J071938, 1L034036	Aug/23/2012	REFUND PARKING CITATION OVERPAYMENTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Fines	POLICE - Field Services	General Fund	Parking Enforcement Officers	40.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078600	Sep/28/2012	RE	Paid	VOP01 0000011878 COMED (6111) P.O. BOX 6111 CAROL STREAM IL 60197-6111	Not applicable		456.57 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101779	1774051018	Aug/23/2012	ELECTRIC SERVICE 7/24/11-8/22/12,STREETLIGHTS@1180 S HUMPHREY	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Electricity	DPW - Street Lighting	General Fund	Street Lights Services	9.22 USD
1	Electricity	DPW - Street Lighting	General Fund	Street Lights Services	7.49 USD
1	Electricity	DPW - Street Lighting	General Fund	Street Lights Services	198.53 USD
1	Downtown TIF St Improvements	DPW - Engineering	Capital Improvement Fund	Base Program	213.41 USD
1	Electricity	DPW - Building Maintenance	General Fund	Intermodal Station	27.92 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078601	Sep/28/2012	RE	Paid	VOP01 000001075 COMED (6112) PO BOX 6112 CAROL STREAM IL 60197-6112	Not applicable		2,636.36 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101778	3607171007	Aug/24/2012	MASTER ACCT ISSUE DATE 8/24/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Electricity	DPW - Street Lighting	General Fund	Street Lights Services	2,636.36 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078602	Sep/28/2012	RE	Paid	VOP01 0000014929 CORRELL, CHRISTOPHER 311 EDGEWATER DR. BLOOMINGDALE IL 60108	Not applicable		130.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101910	603400, 11988	Aug/17/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	110.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078603	Sep/28/2012	RE	Paid	VOP01 0000014928 CRANTZ, GAIL F 723 S. TAYLOR AVE. OAK PARK IL 60304	Not applicable		81.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101909	1G060732, P1002722	Aug/28/2012	REFUND PARKING CITATION OVERPAYMENTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Fines	POLICE - Field Services	General Fund	Parking Enforcement Officers	81.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078604	Sep/28/2012	RE	Paid	VOP01 0000009498 CURRIE MOTORS (CHEVROLET) 8401 W. ROOSEVELT RD. FOREST PARK IL 60130	Not applicable		510.39 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101685	39066	Aug/24/2012	SUBFRAME SUPPORT/CRADLE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	329.23 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	15.14 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	86.87 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	2.84 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	63.48 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	12.83 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078605	Sep/28/2012	RE	Paid	VOP01 0000008658 D & H TRUCK PARTS CO, . INC 3021 S. ARCHER AVE CHICAGO IL 60608	Not applicable		150.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101689	89016	Aug/24/2012	REMAN ALTERNATOR	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	150.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078606	Sep/28/2012	RE	Paid	VOP01 0000001457 DARLEY & CO, W. S. SLOT A-74 P.O. BOX 66973 CHICAGO IL 60666-0973	Not applicable		68.52 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101993	17036142	Aug/30/2012	NAME PATCH	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	FIRE - Operations	General Fund	Base Program	68.52 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078607	Sep/28/2012	RE	Paid	VOP01 0000010669 DEAR PRODUCTIONS 329 N. MAPLE OAK PARK IL 60302	Not applicable		6,388.60 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101738	2112	May/01/2012	ILUMILINE LAMPS FOR VIADUCT REPAIR	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Roadway Maintenance	DPW - Street Lighting	General Fund	Street Lights Services	4,963.00 USD
1	Roadway Maintenance	DPW - Street Lighting	General Fund	Street Lights Services	1,425.60 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078608	Sep/28/2012	RE	Paid	VOP01 0000001095 DELL MARKETING LP (USA) P.O. BOX 802816 C./O DELL USA L.P. CHICAGO IL 60680-2816	Not applicable		213.43 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101815	XXFWC9CN67	Aug/09/2012	TONER CARTRIDGE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Office Supplies	Plan Community Development	General Fund	Base Program	106.72 USD
2	Office Supplies	Building Property Standards	General Fund	Base Program	106.71 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078609	Sep/28/2012	RE	Paid	VOP01 0000011589 DISPOSALL WASTE SERVICES, LLC. 5817 W. OGDEN AVE. CICERO IL 60804	Not applicable		7,624.20 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101735	44682	Aug/27/2012	REFUSE/RECYCLING CONTAINER PICK UP 8/20/12-8/26/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
4	General Contractuals	DPW - Street Services	General Fund	Pavement Management	2,502.70	USD
4	General Contractuals	DPW - Street Services	General Fund	Pavement Management	2,502.70	USD
4	General Contractuals	DPW - Street Services	General Fund	Pavement Management	2,502.70	USD
3	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	8.60	USD
3	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	8.60	USD
3	General Contractuals	Parking Services	Parking Fund	Lake St & Forest 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
1	General Contractuals	Parking Services	Parking Fund	The Avenue Garage	21.50	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
2	General Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	8.60	USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078610	Sep/28/2012	RE	Paid	VOP01 0000014895 DIXON, NINA 125 WRIGHT LANE OAK PARK IL 60301	Not applicable		5.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101871	612077	Sep/04/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Onstreet Parking Permits	Parking Services	Parking Fund	Parking Permit Office	5.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078611	Sep/28/2012	RE	Paid	VOP01 0000014927 DOUGHERTY, JAMIE 222 N. COLUMBUS DR #3110 CHICAGO IL 60601	Not applicable		96.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101908	603213, 11122	Aug/31/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD
2	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	76.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078612	Sep/28/2012	RE	Paid	VOP01 0000004525 DREISILKER ELECTRIC MOTORS, INC. 36249 TREASURY CENTER CHICAGO IL 60694-6200	Not applicable		3,545.10 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101969	1828308	Aug/28/2012	MOTOR BEARNG REPLACEMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Property Repair	DPW - Water	Water Fund	Water Supply	3,545.10 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078613	Sep/28/2012	RE	Paid	VOP01 0000001104 DRESSEL'S ACE HARDWARE 1137 CHICAGO AVE OAK PARK IL 60302	Not applicable		68.49 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101729	233637	Aug/27/2012	SCREWS,NUTS,BOLTS,WASHERS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Water	Water Fund	Water Service Calls	7.50 USD
1	Operational Supplies	DPW - Water	Water Fund	Water Service Calls	2.47 USD
1	Operational Supplies	DPW - Sewer	Sewer Fund	Sewer Collection	9.99 USD
1	Operational Supplies	DPW - Street Lighting	General Fund	Julie Locates Sevices	16.79 USD
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	24.45 USD
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	7.29 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078614	Sep/28/2012	RE	Paid	VOP01 0000014926 EVANS, JULIA M. 220 LONG OAK DR. WEST CHICAGO IL 60185	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101907	1B046055	Aug/24/2012	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
078615	Sep/28/2012	RE	Paid	VOP01 0000014925 EVANS, KARIN 1040 ERIE ST, #303 OAK PARK IL 60302	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101906	11934	Sep/04/2012	REFUND TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078616	Sep/28/2012	RE	Paid	VOP01 000007712 FERGUSON WATERWORKS P.O. BOX 1070 FARGO ND 58107-1070	Not applicable		4,441.49 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101711	S01367016.003	Aug/13/2012	WATER METER SUPPLIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Water	Water Fund	Water Distribution	197.15 USD
1	Capital Improvements	DPW - Water	Water Fund	Water Distribution	1,307.41 USD
1	Capital Improvements	DPW - Water	Water Fund	Water Distribution	1,921.87 USD
1	Capital Improvements	DPW - Water	Water Fund	Water Distribution	1,015.06 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078617	Sep/28/2012	RE	Paid	VOP01 000009107 FLEET SAFETY SUPPLY P.O. BOX 649 NAPERVILLE IL 60566-0649	Not applicable		368.67 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101796	55957	Aug/14/2012	BLUE ION SERIES SUPER LED LIGHTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	249.88 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	118.79 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
078618	Sep/28/2012	RE	Paid	VOP01 0000013395 FLEETPRIDE P.O. BOX 847118 DALLAS TX 75284-7118	Not applicable		387.25 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101743	49574985	Aug/27/2012	RED REPLACEMENT LENSES & AMBER MARKER LIGHTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	16.38 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	370.87 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078619	Sep/28/2012	RE	Paid	VOP01 0000002045 FOUNTAIN TECH. LTD 423 DENNISTON CT WHEELING IL 60090-4730	Not applicable		1,785.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101945	7308	Sep/07/2012	FOUNTAIN SERVICES@VILLAGE HALL & MARION ST (4 OF 5)	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Building Maintenance	General Fund	Village Hall	1,785.00 USD



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PeopleSoft Accounts Payable
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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078620	Sep/28/2012	RE	Paid	VOP01 0000003361 G.A. PAVING CONSTRUCTION CO., INC. 344 TRINITY LANE OAK BROOK IL 60523	Not applicable		350.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101761	9/15/12-10/15/12	Aug/28/2012	MONTHLY FEE FOR SALT STORAGE RENTAL	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Street Services	General Fund	Snow Ice Control Mangt	350.00 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
078621	Sep/28/2012	RE	Paid	VOP01 0000001137 GABRIEL SALES COMPANY 52 E. NORTH AVE. NORTHLAKE IL 60164	Not applicable		536.76 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101721	359198	Aug/16/2012	RIGHT & LEFT OUTER TIE ROD ENDS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	98.56	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	197.12	USD
2	Lubricants	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	10.53	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	86.74	USD
3	Lubricants	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	10.53	USD
1	Lubricants	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	10.53	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	14.26	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	31.76	USD
4	Lubricants	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	10.53	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	66.20	USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078622	Sep/28/2012	RE	Paid	VOP01 000003245 GALLAGHER, ARTHUR J. RISK MGMT. SER POB 71965 CHICAGO IL 60694-1965	Not applicable		806.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00102001	640395	Sep/05/2012	AUDIT-EXCESS WORKERS COMPENSATION INSURANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Insurance Premiums	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	806.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078623	Sep/28/2012	RE	Paid	VOP01 0000014924 GALVIN, FRANCIS J. 1171 STANDISH CT NAPERVILLE IL 60540	Not applicable		50.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101905	1L036171	Aug/22/2012	REFUND PARKING CITATION OVERPAYMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Fines	POLICE - Field Services	General Fund	Parking Enforcement Officers	50.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078624	Sep/28/2012	RE	Paid	VOP01 0000001546 GARAVENTA USA INC - ANTIOCH #6 - 225 DEPOT ST. ANTIOCH IL 60002	Not applicable		581.25 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101947	46505	May/22/2012	SERVICE OF HANDICAP LIFT @ 123 MADISON	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Property Repair	DPW - Building Maintenance	General Fund	Village Hall	581.25 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078625	Sep/28/2012	RE	Paid	VOP01 0000014268 GARDA CL GREAT LAKES, INC. DEPT 3100-190 LOS ANGELES CA 90084-3100	Not applicable		1,752.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101917	184-746612	Sep/01/2012	SEPTEMBER 2012 PARKING METER COIN PICK UP	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Parking Services	Parking Fund	On Street Parking	1,749.00 USD
1	General Contractuals	Parking Services	Parking Fund	On Street Parking	3.50 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078626	Sep/28/2012	RE	Paid	VOP01 0000011141 GAROZA, STEPHANIE 801 WASHINGTON BLVD, #3 OAK PARK IL 60302	Not applicable		45.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101904	603472, 8899, 8867	Aug/31/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSITS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	40.00 USD
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	5.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078627	Sep/28/2012	RE	Paid	VOP01 0000002445 GINOCCHIO ENTERPRISES INC. 166 E. GRANT AVE FOX LAKE IL 60020	Not applicable		69.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101824	9860	Aug/28/2012	TITLE SEARCHES-1045 N. TAYLOR	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Housing Services	General Fund	Base Program	69.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078628	Sep/28/2012	RE	Paid	VOP01 0000001149 GOVCONNECTION, INC. P.O. BOX 382810 PITTSBURGH PA 15250-8810	Not applicable		207.14 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101938	49434105	Sep/05/2012	TONER CARTRIDGES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Office Supplies	HR - Human Resources	General Fund	Base Program	207.14 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078629	Sep/28/2012	RE	Paid	VOP01 0000013972 GOVTEMPSUSA LLC P.O. BOX 2392 NEW YORK NY 10116-2392	Not applicable		2,025.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101827	1201507	Aug/09/2012	TEMPORARY SERVICES PERIOD 7/29. VELAN	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Parking Services	Parking Fund	Base Program	2,025.00 USD



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Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078630	Sep/28/2012	RE	Paid	VOP01 0000001152 GRAINGER DEPT . 801549411 PALATINE IL 60038-0001	Not applicable		143.69 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101707	9910779132	Aug/24/2012	STRAIGHT SHAFT LINE TRIMMER,REPLACEMENT SPOOL	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Street Services	General Fund	Parking Lots Maint Program	143.69 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078631	Sep/28/2012	RE	Paid	VOP01 0000014923 GRAY, DAVID 41 WINWOOD DR. SUGAR GROVE IL 60554	Not applicable		50.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101903	P10152967	Aug/20/2012	REFUND PARKING CITATION OVERPAYMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Fines	POLICE - Field Services	General Fund	Parking Enforcement Officers	50.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078632	Sep/28/2012	RE	Paid	VOP01 0000011926 GREEN HOME EXPERTS 823 S. OAK PARK AVE OAK PARK IL 60304	Not applicable		168.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101801	22	Apr/06/2012	EARTH MACHINE COMPOSTERS-DOOR PRIZES	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	168.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078633	Sep/28/2012	RE	Paid	VOP01 0000001442 GREENPLAN MANAGEMENT 41 CHICAGO AVE OAK PARK IL 60302	Not applicable		690.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101804	AUGUST 2012	Aug/16/2012	RENT ASSESSMENT@618 S. AUSTIN	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	POLICE	General Fund	Support Services	690.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078634	Sep/28/2012	RE	Paid	VOP01 0000001039 HANEY,B & SONS INC 1200 N. LOMBARD RD. LOMBARD IL 60148-1201	Not applicable		14,931.45 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101733	36382, 36383, 36384	Aug/24/2012	PARKWAY TREE REMOVALS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Forestry	General Fund	Tree Care Services	14,931.45 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078635	Sep/28/2012	RE	Paid	VOP01 0000008412 HARRIS COMPUTER SYSTEMS 62133 COLLECTIONS CENTER DR CHICAGO IL 60693-0621	Not applicable		400.59 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101916	XT00003391	Aug/31/2012	AUGUST 2012 ICONNECT HOSTING FEE & EBILLS FEE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Software	FINANCE - Financial Services	Sewer Fund	Utilities	400.59 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078636	Sep/28/2012	RE	Paid	VOP01 0000008617 HD SUPPLY WATERWORKS, LTD P.O. BOX 91036 CHICAGO IL 60693-1036	Not applicable		498.75 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101799	5294678	Aug/17/2012	EPOXY STRAPS,BUSHING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Water	Water Fund	Water Distribution	498.75 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078637	Sep/28/2012	RE	Paid	VOP01 0000013936 HEISE LAW, P.C. 1212 WOODBINE AVE. OAK PARK IL 60302	Not applicable		8,876.25 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101898	12/1/11-04/30/12	Sep/20/2012	LEGAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	VMO - Village Management	General Fund	Base Program	8,876.25 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078638	Sep/28/2012	RE	Paid	VOP01 0000002912 HEWLETT PACKARD CORPORATION 13207 COLLECTION CENTER DR. CHICAGO IL 60693	Not applicable		703.64 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101939	67432993	Sep/05/2012	HP VAX SOFTWARE SUPPORT 8/1/12-8/31/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Software License Updates	Information Technology	General Fund	Program Maintenance	703.64 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078639	Sep/28/2012	RE	Paid	VOP01 0000008785 HME, INC. 1950 BYRON CENTER AVE. WYOMING MI 49519	Not applicable		87.08 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101784	281278	Aug/17/2012	KNURLED DRIVERS FOR WIPER ARMS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	14.85 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	72.23 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078640	Sep/28/2012	RE	Paid	VOP01 0000014887 HOUSEAL LAVIGNE ASSOCIATES 134 N. LASALLE ST, SUITE 1100 CHICAGO IL 60602	Not applicable		1,320.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101835	2046	Aug/01/2012	DATA COLLECTION & ANALYSIS,CLIENT/COMMITTEE MEETINGS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Housing Services	HUD Sustain Comm Chall G	HUD Sustain Commun Challenge	1,320.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078641	Sep/28/2012	RE	Paid	VOP01 0000013217 HYGIENE SOLUTIONS 2296 CORNELL AVE. MONTGOMERY IL 60538	Not applicable		123.75 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101973	11908	Sep/01/2012	SEPTEMBER 2012 AUTO CONCEPT UNIT MAINTENANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Building Maintenance	General Fund	Public Works Center	123.75 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078642	Sep/28/2012	RE	Paid	VOP01 0000001750 ICE MOUNTAIN SPRING WATER P.O. BOX 856680 LOUISVILLE KY 40285-0680	Not applicable		805.79 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101924	12H8106458766	Sep/04/2012	AUGUST 2012 BOTTLED WATER	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Operational Supplies	FIRE - Operations	General Fund	Base Program	80.67 USD
1	Water Charges	DPW - Building Maintenance	General Fund	Village Hall	725.12 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078643	Sep/28/2012	RE	Paid	VOP01 0000002294 IMLA 7910 WOODMONT AVE #1440 BETHESDA MD 20814	Not applicable		1,465.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00102005	OCTOBER 21-24, 201	Sep/17/2012	77TH ANNUAL CONFERENCE- BOUTET, SIMONE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	LEGAL - Law	General Fund	Base Program	600.00 USD
1	Membership Dues	LEGAL - Law	General Fund	Base Program	865.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078644	Sep/28/2012	RE	Paid	VOP01 0000013152 INTEGRYS ENERGY SERVICES PO BOX 19046 GREEN BAY WI 54307-9046	Not applicable		10,675.40 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101709	20490219-1	Aug/14/2012	ELECTRIC SERVICE 7/12/12-8/10/12@129 LAKE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Electricity	DPW - Water	Water Fund	Water Supply	10,675.40 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078645	Sep/28/2012	RE	Paid	VOP01 0000001048 JACOBS, BILL JOLIET , L.L.C. 2001 W. JEFFERSON ST JOLIET IL 60435	Not applicable		39.22 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101715	1780960	Aug/17/2012	HOOD CABLE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	39.22 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078646	Sep/28/2012	RE	Paid	VOP01 000001199 KLEIN, THORPE & JENKINS 20 N. WACKER DR., SUITE 1660 CHICAGO IL 60606	Not applicable		11,444.79 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101844	159392-159399	Aug/09/2012	JULY 2012 LEGAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	LEGAL - Law	General Fund	Base Program	5,530.60 USD
2	Legal Fees Liability Claims	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	5,914.19 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078647	Sep/28/2012	RE	Paid	VOP01 0000014922 KREIN, PATRICIA 1318 WEDGEWOOD MANOR WAY RESTON VA 20194	Not applicable		130.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101902	605950, 10407	Aug/17/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	110.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078648	Sep/28/2012	RE	Paid	VOP01 0000014882 LAFORCE P.O. BOX 10068 GREEN BAY WI 54307	Not applicable		3,646.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101800	714877RI	Aug/16/2012	EMERGENCY REPAIR TO ADA PUSH BUTTONS@ 123 MADISON	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Property Repair	DPW - Building Maintenance	General Fund	Village Hall	3,646.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078649	Sep/28/2012	RE	Paid	VOP01 0000004205 LAW ENFORCEMENT TARGETS, INC. 8802 WEST 35W SERVICE DRIVE NE BLAINE MN 55449-6740	Not applicable		325.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101802	0192485-IN	Jun/15/2012	RANGE TARGETS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	POLICE - RICO Funding	Federal RICO Forfeiture Fu	Base Program	325.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078650	Sep/28/2012	RE	Paid	VOP01 0000008517 LECHNER & SONS UNIFORM RENTAL 420 KINGSTON CT. MT. PROSPECT IL 60056	Not applicable		709.32 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101976	1652221,1654598,165	Aug/31/2012	1659826. LAUNDRY SERVICE - WATER & SEWER DIVISION	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
1	Laundry Service	DPW - Sewer	Sewer Fund	Base Program	328.24	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
3	Laundry Service	Parking Services	Parking Fund	Lake St & Forest Garage	1.95	USD
3	Laundry Service	Parking Services	Parking Fund	Lake St & Forest Garage	1.95	USD
2	Laundry Service	Parking Services	Parking Fund	The Avenue Garage	3.32	USD
2	Laundry Service	Parking Services	Parking Fund	The Avenue Garage	3.32	USD
4	Laundry Service	Parking Services	Parking Fund	On Street Parking	10.04	USD
4	Laundry Service	Parking Services	Parking Fund	On Street Parking	10.04	USD
1	Laundry Service	Parking Services	Parking Fund	OPRF Garage	1.72	USD
1	Laundry Service	Parking Services	Parking Fund	OPRF Garage	1.72	USD
1	Laundry Service	DPW - Street Lighting	General Fund	Base Program	49.44	USD
1	Laundry Service	DPW - Street Services	General Fund	Base Program	170.98	USD
1	Laundry Service	DPW - Forestry	General Fund	Base Program	114.56	USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078651	Sep/28/2012	RE	Paid	VOP01 0000014921 LEE, SAEMMUL 320 WISCONSIN AVE, #204 OAK PARK IL 60302	Not applicable		100.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101901	611352	Aug/21/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	100.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078652	Sep/28/2012	RE	Paid	VOP01 0000014920 LENCIONI, ANGELO 426 WASHINGTON BLVD OAK PARK IL 60302	Not applicable		44.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101899	605375	Aug/16/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	44.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078653	Sep/28/2012	RE	Paid	VOP01 0000014807 LEWELLYN TECHNOLOGY, INC. P.O. BOX 618 LINTON IN 47441	Not applicable		2,556.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101730	6561	Aug/22/2012	ELECTRICAL SAFE WORK PRACTICES ON-SITE TRAINING 8/22/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Water	Water Fund	Water Supply	2,556.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078654	Sep/28/2012	RE	Paid	VOP01 0000001209 LOGSDON OFFICE SUPPLY 1055 ARTHUR ELK GROVE VILLAGE IL 60007	Not applicable		1,360.49 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101813	4152401	Aug/21/2012	OFFICE SUPPLIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Office Supplies	POLICE	General Fund	Base Program	452.25 USD
1	Office Supplies	HR - Human Resources	General Fund	Base Program	165.62 USD
1	Office Supplies	DPW - Administration	General Fund	Base Program	273.90 USD
1	Office Supplies	FIRE - Admin	General Fund	Base Program	106.15 USD
1	Office Supplies	DPW - Administration	General Fund	Base Program	35.00 USD
1	Office Supplies	Communication	General Fund	Base Program	40.02 USD
1	Office Supplies	Parking Services	Parking Fund	Base Program	219.62 USD
1	Office Supplies	Housing Services	General Fund	Base Program	21.78 USD
1	Office Supplies	FINANCE - Financial Services	General Fund	Base Program	46.15 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078655	Sep/28/2012	RE	Paid	VOP01 0000014919 MARTINEZ, NATALIA 1001 S. GROVE AVE. OAK PARK IL 60304	Not applicable		71.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101885	612108	Aug/31/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	71.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078656	Sep/28/2012	RE	Paid	VOP01 0000014885 MARTINEZ, YOLANDA 840 WENONAH AVE. OAK PARK IL 60304	Not applicable		124.29 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101820	0661000145-05	Aug/31/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL@1123 HAYES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	124.29 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078657	Sep/28/2012	RE	Paid	VOP01 0000009620 MAYS, LADONNA 3630 N. HARLEM, UNIT 511 CHICAGO IL 60634	Not applicable		113.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101886	608680, 610312	Aug/31/2012	REFUND PARKING PERMITS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	113.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078658	Sep/28/2012	RE	Paid	VOP01 0000001611 MCCLOUD, W. B. & CO., INC. 2500 W. HIGGINS RD 850 NW CORP. CENTER HOFFMAN ESTATES IL 60195-5220	Not applicable		477.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101727	10559134	Aug/23/2012	PEST CONTROL @ 123 MADISON	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Building Maintenance	General Fund	Public Works Center	114.00 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Fire Department	83.00 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Fire Department	86.00 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Fire Department	102.00 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Village Hall	92.00 USD



Report ID: APY2001

PeopleSoft Accounts Payable
DETAILED CHECK REGISTER

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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078659	Sep/28/2012	RE	Paid	VOP01 0000014031 MCKERNS, EVAN 305 N. ELMWOOD AVE. OAK PARK IL 60302	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101887	1507	Aug/28/2012	REFUND TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078660	Sep/28/2012	RE	Paid	VOP01 0000001570 MENARDS-MELROSE PARK 8311 W. NORTH AVE MELROSE PARK IL 60160	Not applicable		775.71 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101702	3834	Aug/22/2012	MOLD ARMOR HOUSE WASH	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Building Materials	DPW - Building Maintenance	General Fund	Public Works Center	11.98 USD
1	Building Materials	DPW - Building Maintenance	General Fund	Public Works Center	5.48 USD
1	Building Materials	DPW - Building Maintenance	General Fund	Public Works Center	16.96 USD
1	Building Materials	DPW - Building Maintenance	General Fund	Public Works Center	7.37 USD
1	Building Materials	DPW - Building Maintenance	General Fund	Public Works Center	30.93 USD
1	Operational Supplies	DPW - Street Services	General Fund	Parking Lots Maint Program	191.02 USD
1	Building Materials	DPW - Building Maintenance	General Fund	Public Works Center	12.96 USD
1	Building Materials	DPW - Building Maintenance	General Fund	Public Works Center	115.01 USD
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	134.99 USD
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	113.98 USD
2	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	79.99 USD
1	Building Materials	DPW - Building Maintenance	General Fund	Dole Center	37.50 USD
1	Operational Supplies	DPW - Water	Water Fund	Water Supply	17.54 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078661	Sep/28/2012	RE	Paid	VOP01 000001228 MENNON RUBBER 9718 W IRVING PARK RD SCHILLER PARK IL 60176-1993	Not applicable		129.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101708	7543	Aug/14/2012	WORK BOOT - DONOVAN	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	DPW - Street Services	General Fund	Base Program	129.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078662	Sep/28/2012	RE	Paid	VOP01 0000014918 MESKE, HEATHER 1540 N. 22 AVE. MELROSE PARK IL 60160	Not applicable		71.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101888	612107	Aug/31/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	71.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078663	Sep/28/2012	RE	Paid	VOP01 0000004074 METRO MORTUARY TRANSPORT, INC. 7319 MADISON FOREST PARK IL 60130	Not applicable		515.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101989	AUGUST 2012	Sep/01/2012	STATEMENT #A-001. REMOVALS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Grant Contractuals	FIRE - Admin	General Fund	Base Program	515.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078664	Sep/28/2012	RE	Paid	VOP01 0000009889 MILLER, CANFIELD,PADDOCK & STONE, P.L P.O. DRAWER 640348 DETROIT MI 48264-0348	Not applicable		3,668.64 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101821	1172053	Aug/03/2012	JUNE-JULY 2012 LEGAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	LEGAL - Law	Madison Street TIF Fund	Base Program	3,668.64 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
078665	Sep/28/2012	RE	Paid	VOP01 0000014889 MILLER, JOHN MARK 1230 N. MARION ST. OAK PARK IL 60302	Not applicable		3,500.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101837	SBPGP-060	Aug/30/2012	SEWER BACKUP PREVENTION GRANT PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	3,500.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078666	Sep/28/2012	RE	Paid	VOP01 0000014917 MILLER, STEPHEN 111B S. EUCLID AVE. OAK PARK IL 60302	Not applicable		30.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101889	1J073021	Aug/28/2012	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	30.00 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
078667	Sep/28/2012	RE	Paid	VOP01 0000002146 MINUTEMAN PRESS 6949 W. NORTH AVE OAK PARK IL 60302	Not applicable		59.51 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101854	16677	Sep/07/2012	WATER SHUT-OFF NOTICE DOORHANGERS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Printing	FINANCE - Financial Services	Sewer Fund	Utilities	59.51 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078668	Sep/28/2012	RE	Paid	VOP01 0000011788 MMS, MEDICAL SUPPLY P.O BOX 955588 ST. LOUIS MO 63195	Not applicable		1,461.38 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101996	3888772	Aug/01/2012	SCRUB SHIRTS, PANTS & GLOVES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	POLICE	General Fund	Base Program	523.66 USD
1	Operational Supplies	POLICE	General Fund	Base Program	429.20 USD
1	Operational Supplies	POLICE	General Fund	Base Program	47.81 USD
1	Operational Supplies	POLICE	General Fund	Base Program	460.71 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078669	Sep/28/2012	RE	Paid	VOP01 0000001160 MOHR, H.J. & SONS CO. 915 S. MAPLE OAK PARK IL 60304-1893	Not applicable		4,177.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101972	150215,150217,15021	Aug/31/2012	150220. CONCRETE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Roadway Maintenance	DPW - Water	Water Fund	Water Distribution	1,782.50 USD
1	Roadway Maintenance	DPW - Sewer	Sewer Fund	Sewer Collection	2,394.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078670	Sep/28/2012	RE	Paid	VOP01 0000014916 MONTERO, GUADALUPE 4706 W. DEMING PL CHICAGO IL 60639	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101890	1L036605	Aug/29/2012	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



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
078671	Sep/28/2012	RE	Paid	VOP01 0000014915 MOSS, CHARLES 106 S. RIDGELAND, UNIT 201 OAK PARK IL 60302	Not applicable		88.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101891	611820	Aug/16/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Onstreet Parking Permits	Parking Services	Parking Fund	Parking Permit Office	88.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078672	Sep/28/2012	RE	Paid	VOP01 0000001242 MOTOROLA 13108 COLLECTIONS CENTER DRIVE CHICAGO IL 60693	Not applicable		251.75 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101812	91070160	Aug/27/2012	RADIO SOFTWARE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	POLICE	General Fund	Base Program	251.75 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078673	Sep/28/2012	RE	Paid	VOP01 0000001243 MR MAT 10351 S MICHIGAN CHICAGO IL 60628	Not applicable		2,199.75 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101950	271251,271388,27153	Aug/31/2012	271811. MATS@201 SOUTH BLVD	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Building Maintenance	General Fund	Public Works Center	544.50 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Fire Department	345.00 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Fire Department	28.50 USD
2	General Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	626.25 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Dole Center	369.00 USD
1	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	216.75 USD
1	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	69.75 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078674	Sep/28/2012	RE	Paid	VOP01 0000011930 MUTUAL OF OMAHA PAYMENT PROCESSING CENTER P.O. BOX 2147 OMAHA NE 68103-2147	Not applicable		7,066.10 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101613	000258855149	Oct/01/2012	GROUP G000AEUS, ID 001A, PERIOD 10/1/12-10/31/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Life Insurance Expense	HR - Health Insurance	Health Insurance Fund	Base Program	7,066.10 USD



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PeopleSoft Accounts Payable
DETAILED CHECK REGISTER

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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078675	Sep/28/2012	RE	Paid	VOP01 000009139 MYERS TIRE SUPPLY DIST. INC. 24377 NETWORK PLACE CHICAGO IL 60673-1243	Not applicable		37.24 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101691	11212006, 21208550	Jun/30/2012	BLACK STRING TIRE REPAIR & TIRE VALVES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	9.31 USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	9.31 USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	9.31 USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	9.31 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078676	Sep/28/2012	RE	Paid	VOP01 0000014914 NAFFZIGER, RENEE 100 FOREST PL, #P1 OAK PARK IL 60301	Not applicable		21.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101892	97968	Aug/28/2012	REFUND METER KEY DEPOSIT & BALANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Meter Key Revenue	Parking Services	Parking Fund	Parking Permit Office	6.00 USD
1	Parking Meter Key Deposit	Balance Sheet	Parking Fund	Balance Sheet	15.00 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
078677	Sep/28/2012	RE	Paid	VOP01 0000010536 NAPLETON FLEET GROUP P.O. BOX 5226 OAK BROOK IL 60522-5226	Not applicable		23,098.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101696	C236054	Aug/20/2012	2012 DODGE CHARGER	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicles	POLICE - RICO Funding	Federal RICO Forfeiture Fu	Base Program	23,098.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078678	Sep/28/2012	RE	Paid	VOP01 0000013826 NATIONAL IGNITION P.O. BOX 3255 BARRINGTON IL 60011-3255	Not applicable		228.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101741	33523	Aug/23/2012	GENERATOR	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	228.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078679	Sep/28/2012	RE	Paid	VOP01 0000014935 NEXTEL RETAIL STORES LLC ATTN: LEASE ADMINISTRATION (CID 163315 6391 SPRINT PKWY MS:KSOPHT0101-A200 OVERLAND PARK KS 66251-2000	Not applicable		556.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101927	603203,603200,60320	Aug/31/2012	603052,604045,10859,11176,10911,11651,111951,10910,06346,11638. REFUND PARKIN	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	160.00 USD
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	396.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078680	Sep/28/2012	RE	Paid	VOP01 0000010535 NEYRA INDUSTRIES INC. P.O. BOX 633575 CINCINNATI OH 45263-3575	Not applicable		1,816.35 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101701	124739	Jul/30/2012	WHITE & YELLOW PAINT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Sign Replacement	DPW - Street Services	General Fund	Pavement Management	1,816.35 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078681	Sep/28/2012	RE	Paid	VOP01 0000014913 NICHOLS, RYAN 49 SOUTH BLVD #1W OAK PARK IL 60302	Not applicable		74.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101893	610702	Aug/27/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	74.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078682	Sep/28/2012	RE	Paid	VOP01 0000014912 NOVAK, PAUL 7206 OAK AVE. RIVER FOREST IL 60305	Not applicable		48.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101894	605199	Sep/04/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	48.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078683	Sep/28/2012	RE	Paid	VOP01 0000001267 NYHAN, BAMBRICK,KINZIE & LOWRY, P.C. 20 N. CLARK STREET, SUITE 1000 CHICAGO IL 60602	Not applicable		3,699.13 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101834	315078-315087	Aug/14/2012	JULY 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	3,699.13 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078684	Sep/28/2012	RE	Paid	VOP01 0000001977 O'HERRON,RAY CO. INC. 523 E. ROOSEVELT RD. LOMBARD IL 60148	Not applicable		555.25 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101806	0058335-IN	Aug/22/2012	BLUE SHIRTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Field Services	113.85 USD
1	Clothing	POLICE	General Fund	Field Services	116.80 USD
1	Clothing	POLICE	General Fund	Support Services	26.95 USD
1	Clothing	POLICE	General Fund	Support Services	297.65 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078685	Sep/28/2012	RE	Paid	VOP01 000001284 O'LEARY'S CONTRACTORS 1031 N CICERO CHICAGO IL 60651	Not applicable		1,068.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101975	66934	Sep/06/2012	3" HONDA TRASH PUMP	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Computer Equipment	DPW - Sewer	Sewer Fund	Sewer Collection	1,068.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078686	Sep/28/2012	RE	Paid	VOP01 0000013821 O'REILLY AUTO PARTS P.O. BOX 9464 SPRINGFIELD MO 65801-9464	Not applicable		121.24 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101760	3366-344326	Aug/27/2012	HEAD LAMPS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	8.14 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	10.16 USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	8.14 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	36.48 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	42.04 USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	8.14 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	8.14 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078687	Sep/28/2012	RE	Paid	VOP01 0000001270 OAK PARK ARMS 408 S. OAK PARK AVE OAK PARK IL 60302	Not applicable		100.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101374	25721	Sep/06/2012	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

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078688	Sep/28/2012	RE	Paid	VOP01 0000001647 OAK PARK ELEMENTARY SCHOOL DISTRI 970 MADISON ST. OAK PARK IL 60302	Not applicable		77.74 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101848	3071	Sep/06/2012	2009 AMENDMENT DRAFTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Printing	Building Property Standards	General Fund	Building Inspection Services	77.74 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078689	Sep/28/2012	RE	Paid	VOP01 0000011695 ODELSON & STERK, LTD. 3318 W. 95TH ST. EVERGREEN PARK IL 60805	Not applicable		6,907.38 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101832	11013	Aug/03/2012	JULY 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	2,150.35 USD
1	Legal Fees Liability Claims	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	2,013.75 USD
1	Legal Fees Liability Claims	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	2,743.28 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078690	Sep/28/2012	RE	Paid	VOP01 0000014880 PALM ELECTRIC INC 2918 W. GRAND AVE. CHICAGO IL 60622	Not applicable		575.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101732	1487	Aug/09/2012	2HP MOTOR	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Water	Water Fund	Water Supply	575.50 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078691	Sep/28/2012	RE	Paid	VOP01 0000014886 PATRICK-MATTHEWS, SONJA P.O. BOX 2152 NAPERVILLE IL 60585	Not applicable		52.39 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101817	0667000453-03	Aug/31/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL@125 WRIGHT LANE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	52.39 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078692	Sep/28/2012	RE	Paid	VOP01 0000002172 PERSPECTIVES, LTD. 20 N. CLARK SUITE #2650 CHICAGO IL 60602	Not applicable		650.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00102000	74209	Aug/31/2012	FOCUS GROUPS 8/30/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	HR - Human Resources	General Fund	Base Program	650.00 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
078693	Sep/28/2012	RE	Paid	VOP01 0000002365 PITNEY BOWES INC P.O. BOX 371887 PITTSBURG PA 15250-7887	Not applicable		1,781.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00102002	0498840-SP12	Sep/13/2012	SEPTEMBER 2012 LEASE PAYMENT - POSTAGE & FOLDING MACHINES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Equipment Rental	FINANCE - Purchasing	General Fund	Central Services	1,323.00 USD
2	Equipment Rental	Parking Services	General Fund	Parking Permit Office	458.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078694	Sep/28/2012	RE	Paid	VOP01 0000014911 PONCEDELEON, RAFFOLIN 1020 WASHINGTON BLVD, UNIT 1B OAK PARK IL 60302	Not applicable		2,000.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101895	9255	Aug/22/2012	REFUND VEHICLE LICENSE LATE FEE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Tax	Parking Services	General Fund	Vehicle Licenses	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
078695	Sep/28/2012	RE	Paid	VOP01 0000010362 POSTMASTER 901 LAKE ST. OAK PARK IL 60301	Not applicable		3,300.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101930	OCTOBER 2012	Sep/13/2012	POSTAGE FOR OP/FYI NEWSLETTER - MAIL PERMIT #26	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Postage	Communication	General Fund	Base Program	3,300.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078696	Sep/28/2012	RE	Paid	VOP01 0000001791 PRAXAIR DISTRIBUTION INC-962 DEPT CH 10660 PALATINE IL 60055-0660	Not applicable		76.73 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101757	43843163	Aug/20/2012	OXYGEN & ACETYLENE TANK RENTALS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	19.18 USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	19.18 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	19.18 USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	19.19 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 786
Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078697	Sep/28/2012	RE	Paid	VOP01 0000003038 PRINTING STORE INC. 621 MADISON ST. OAK PARK IL 60302	Not applicable		721.26 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101728	69903	Aug/27/2012	EMERGENCY WATER SHUT-OFF NOTICE DOORHANGERS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Printing	DPW - Water	Water Fund	Base Program	315.36 USD
1	Printing	FINANCE - Financial Services	Sewer Fund	Utilities	405.90 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078698	Sep/28/2012	RE	Paid	VOP01 0000003035 PROFORMA P.O. BOX 640814 CINCINNATI OH 45264-0814	Not applicable		585.67 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101931	0404003723	Aug/27/2012	PUBLIC INFORMATION/PROMOTIONAL MATERIALS - OP OVALS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Public Information Promotions	Communication	General Fund	Base Program	585.67 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078699	Sep/28/2012	RE	Paid	VOP01 0000014910 PULKRABEK, JACLYN 5135 CASTAWAY LN HOFFMAN ESTATES IL 60010	Not applicable		106.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101896	604626, 1944	Aug/27/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD
2	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	86.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078700	Sep/28/2012	RE	Paid	VOP01 0000002415 PUREE'S PIZZA & PASTA 1023 LAKE ST. OAK PARK IL 60301	Not applicable		90.19 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101772	4	Aug/22/2012	PIZZA & POP	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Water	Water Fund	Safety Program	60.95 USD
1	Building Materials	DPW - Building Maintenance	General Fund	Public Works Center	29.24 USD



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PeopleSoft Accounts Payable
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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078701	Sep/28/2012	RE	Paid	VOP01 0000013357 QUARTERMASTER 17600 FABRICA WAY CERRITOS CA 90703	Not applicable		102.48 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101808	P675979600015	Aug/21/2012	SHOES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Field Services	102.48 USD



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PeopleSoft Accounts Payable
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078702	Sep/28/2012	RE	Paid	VOP01 000008988 RICOH AMERICAS CORPORATION P.O. BOX 4245 CAROL STREAM IL 60197-4245	Not applicable		4,744.18 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101752	416197463	Aug/20/2012	BILLABLE COPIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
1	Office Machine Service	DPW - Fleet Operations	General Fund	Base Program	22.97	USD
1	Equipment Rental	POLICE	General Fund	Base Program	42.72	USD
1	Office Supplies	Information Technology	General Fund	Base Program	59.03	USD
1	Equipment Rental	Building Property Standards	General Fund	Property Standards	90.64	USD
3	Equipment Rental	HEALTH - Health Services	General Fund	Base Program	55.40	USD
2	Equipment Rental	Plan Community Development	General Fund	Base Program	244.28	USD
4	Equipment Rental	DPW - Administration	General Fund	Base Program	225.74	USD
5	Equipment Rental	POLICE	General Fund	Base Program	79.84	USD
1	Equipment Rental	POLICE	General Fund	Base Program	205.50	USD
3	Equipment Rental	VMO - Village Management	General Fund	Base Program	308.15	USD
2	Equipment Rental	Parking Services	Parking Fund	Parking Permit Office	34.62	USD
1	Equipment Rental	FINANCE - Purchasing	General Fund	Central Services	546.75	USD
1	Equipment Rental	FINANCE - Purchasing	General Fund	Central Services	2,828.54	USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078703	Sep/28/2012	RE	Paid	VOP01 0000012117 RICOH AMERICAS CORPORATION P.O. BOX 6434 CAROL STREAM IL 60197-6434	Not applicable		1,984.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101919	6745096384	Sep/02/2012	SEPTEMBER 2012 COPIER LEASE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Equipment Rental	FINANCE - Purchasing	General Fund	Central Services	330.75 USD
2	Equipment Rental	FINANCE - Purchasing	General Fund	Central Services	330.75 USD
3	Equipment Rental	VMO - Village Management	General Fund	Base Program	330.75 USD
5	Equipment Rental	POLICE	General Fund	Base Program	330.74 USD
6	Equipment Rental	CD Grant Admin	General Fund	Base Program	82.69 USD
8	Equipment Rental	Development Services	General Fund	Base Program	82.69 USD
9	Equipment Rental	Housing Services	General Fund	Base Program	82.69 USD
7	Equipment Rental	Plan Community Development	General Fund	Base Program	82.69 USD
4	Equipment Rental	DPW - Administration	General Fund	Base Program	330.75 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
078704	Sep/28/2012	RE	Paid	VOP01 0000001185 RIZZA, JOE. FORD 2100 S HARLEM AVE NORTH RIVERSIDE IL 60546	Not applicable		171.59 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101783	445234, 445398	Aug/07/2012	AC SUCTION/DISCHARGE HOSE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	86.28 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	78.94 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	6.37 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078705	Sep/28/2012	RE	Paid	VOP01 0000014545 ROBBINS SCHWARTZ NICHOLAS LIFTON & TAYLOR LTD 55 W. MONROE ST, SUITE 800 CHICAGO IL 60603-5144	Not applicable		5,562.14 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101831	243726	Aug/28/2012	JULY 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	5,562.14 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078706	Sep/28/2012	RE	Paid	VOP01 0000014934 ROUSH, DANIEL 2516 N. CALIFORNIA AVE. CHICAGO IL 60647	Not applicable		137.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101915	PRJ 2012-00650	Sep/10/2012	REFUND PERMIT FEE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Building Permits	Building Property Standards	General Fund	Building Inspection Services	137.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078707	Sep/28/2012	RE	Paid	VOP01 0000014909 ROWAN, DANA 814 S. EAST AVE. OAK PARK IL 60304	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101897	11785	Aug/16/2012	REFUND TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078708	Sep/28/2012	RE	Paid	VOP01 000002267 ROYAL PIPE & SUPPLY CO. 2400 LAKE STREET PO BOX 1527 MELROSE PARK IL 60160	Not applicable		46.18 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101765	S1342078.001	Aug/03/2012	ECONO METAL TEST PLUGS,QWIK CAP	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	46.18 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078709	Sep/28/2012	RE	Paid	VOP01 0000014908 SAFFI, SAHAR 4109 BROADMOOR COMMON #113 FREMONT CA 94538	Not applicable		51.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101879	612431	Aug/24/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	51.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078710	Sep/28/2012	RE	Paid	VOP01 000008486 SCHEIN INC., HENRY DEPT. CH 10241 PALATINE IL 60055-0241	Not applicable		67.62 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101991	4535070-02	Aug/29/2012	EMS SUPPLIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	FIRE - EMS	General Fund	Base Program	67.62 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078711	Sep/28/2012	RE	Paid	VOP01 0000014907 SCHUMANN, MICHAEL 215A WASHINGTON #3S OAK PARK IL 60302	Not applicable		132.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101880	611719, 611720	Sep/04/2012	REFUND PARKING PERMITS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Onstreet Parking Permits	Parking Services	Parking Fund	Parking Permit Office	132.00 USD



Pay Cycle: OAKPK
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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078712	Sep/28/2012	RE	Paid	VOP01 0000014906 SCOTT, CORD 212 S. OAK PARK AVE, #111 OAK PARK IL 60302	Not applicable		79.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101881	608728	Aug/24/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Onstreet Parking Permits	Parking Services	Parking Fund	Parking Permit Office	79.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078713	Sep/28/2012	RE	Paid	VOP01 0000013321 SEA - STRUCTURAL ENGINEERS ASSOC. O 134 N. LASALLE ST, SUITE 1910 CHICAGO IL 60602	Not applicable		275.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101847	08/30/12	Aug/30/2012	MEMBERSHIP RENEWAL - STEPHEN WITT #4278	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	Building Property Standards	General Fund	Building Inspection Services	275.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078714	Sep/28/2012	RE	Paid	VOP01 0000014879 SEAL MASTER CHICAGO 375 ROMA JEAN PKWY STREAMWOOD IL 60107	Not applicable		178.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101710	37220	Aug/02/2012	5-GALLON PAINT PAIL	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Roadway Maintenance	DPW - Street Services	General Fund	Pavement Management	178.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078715	Sep/28/2012	RE	Paid	VOP01 0000001338 SELECT STAFFING TEMPS DEPT 4682 CAROL STREAM IL 60122-4682	Not applicable		1,320.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101826	57469	Aug/24/2012	TEMPORARY SERVICES WEEK ENDING 8/26/12. GRIFFIN	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	660.00 USD
1	External Support	Adjudication	General Fund	Base Program	660.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078716	Sep/28/2012	RE	Paid	VOP01 0000014905 SHOCKET, LORI 5339 FRANCISCA WAY AGOURA HILLS CA 91301	Not applicable		119.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101882	601231, 11706	Aug/21/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	99.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078717	Sep/28/2012	RE	Paid	VOP01 0000005896 SMG SECURITY MANAGEMENT GROUP INC 120 KING STREET ELK GROVE VILLAGE IL 60007	Not applicable		210.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101956	224726	Sep/20/2012	10/1/12-12/31/12 SERVICE & MAINTENANCE@255 AUGUSTA	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Building Maintenance	General Fund	Dole Center	210.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078718	Sep/28/2012	RE	Paid	VOP01 0000014904 SOHN, AUGUSTINE 612 HARRISON #1S OAK PARK IL 60304	Not applicable		74.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101883	612393	Aug/28/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	74.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078719	Sep/28/2012	RE	Paid	VOP01 0000001662 SOLID SYSTEMS CAD SERVICES 4801 MILWEE SUITE #3 HOUSTON TX 77092-6668	Not applicable		541.60 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101843	73319	Aug/02/2012	VAX HARWARE MONTHLY MAINTENANCE AGREEMENT 8/1/12-8/31/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Hardware Maintenance	Information Technology	General Fund	Program Maintenance	270.80 USD
1	Hardware Maintenance	Information Technology	General Fund	Program Maintenance	270.80 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078720	Sep/28/2012	RE	Paid	VOP01 000007374 SOS TECHNOLOGIES 5080 N. ELSTON AVE CHICAGO IL 60630-2427	Not applicable		747.20 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101994	54490	Aug/31/2012	DEFIB PADS & AED BATTERY	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	FIRE - EMS	General Fund	Base Program	747.20 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078721	Sep/28/2012	RE	Paid	VOP01 0000014903 SPELBRING, MICHELLE D. 104 N. MAIN ST. NORTH PEKIN IL 61554	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101884	1A082265	Sep/05/2012	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



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078722	Sep/28/2012	RE	Paid	VOP01 0000001360 STANDARD EQUIPMENT COMPANY DEPT. CH 19025 PALATINE IL 60055-9025	Not applicable		304.48 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101719	C77057	Aug/15/2012	BLUE PCV DECANT 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	76.41 USD
1	Operational Supplies	DPW - Sewer	Sewer Fund	Sewer Collection	228.07 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078723	Sep/28/2012	RE	Paid	VOP01 0000009629 STREICHER'S P.O. BOX 41398 MINNEAPOLIS MN 55441-0398	Not applicable		95.61 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101811	1954184	Aug/24/2012	BOOTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Field Services	95.61 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078724	Sep/28/2012	RE	Paid	VOP01 0000012873 SUBURBAN TREE CONSORTIUM C/O WEST CENTRAL MUNICIPAL CONF. 2000 5TH AVE, BUILDING N RIVER GROVE IL 60171	Not applicable		575.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101770	0005750-IN	Aug/20/2012	MEMBERSHIP DUES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	DPW - Forestry	General Fund	Base Program	575.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078725	Sep/28/2012	RE	Paid	VOP01 0000013053 SUN TIMES MEDIA 8247 SOLUTIONS CENTER CHICAGO IL 60677-8002	Not applicable		128.80 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101825	10000344214-0705	Jul/05/2012	PUBLICATION OF PREVAILING WAGES IN OAK LEAVES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Legal Advertisements	CLERK - Boards and Commissions	General Fund	Base Program	128.80 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078726	Sep/28/2012	RE	Paid	VOP01 0000012759 SUPERIOR PAVEMENT MARKINGS 1967 CORNELL COURT MELROSE PARK IL 60160	Not applicable		57,110.82 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101731	487712	Aug/20/2012	PAVEMENT STRIPING & HYDRANT CURB PAINTING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Local Street Construction	DPW - Engineering	Capital Improvement Fund	Base Program	57,110.82 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078727	Sep/28/2012	RE	Paid	VOP01 0000014881 T & S AUTO RECYCLING INC. 3519 S. STATE ST LOCKPORT IL 60441	Not applicable		100.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101747	01108310	Aug/22/2012	ELECTRONIC BRAKE CONTROL MODULE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	100.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078728	Sep/28/2012	RE	Paid	VOP01 000001369 TAPCO 5100 W. BROWN DEER RD. BROWN DEER WI 53223	Not applicable		469.89 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101856	I398063	Jul/02/2012	SIGN REPLACEMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Sign Replacement	Parking Services	Parking Fund	Holley Ct Parking Garage	469.89 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078729	Sep/28/2012	RE	Paid	VOP01 0000014937 TENANT SALES AND SERVICE COMPANY P.O. BOX 71414 CHICAGO IL 60694-1414	Not applicable		305.60 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101983	911060097	Aug/10/2012	BRUSHES	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	305.60 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078730	Sep/28/2012	RE	Paid	VOP01 0000001372 TERMINAL SUPPLY CO P.O. BOX 1253 TROY MI 48099	Not applicable		29.31 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101695	60210-00	Aug/13/2012	M4 MICRO HOSE CLAMPS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	7.32 USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	7.33 USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	7.33 USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	7.33 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078731	Sep/28/2012	RE	Paid	VOP01 0000006506 THERMFLO, INC. 251 HOLBROOK DR. WHEELING IL 60090	Not applicable		533.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101842	TM-15334	May/24/2012	REPAIR TO AC UNIT IN DATA CENTER	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Hardware Maintenance	Information Technology	General Fund	Program Maintenance	533.50 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078732	Sep/28/2012	RE	Paid	VOP01 0000001381 THOMPSON ELEVATOR INSPECTION 1302 E THAYER ST MT PROSPECT IL 60056	Not applicable		3,367.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101846	12-2924	Aug/20/2012	SEMI-ANNUAL ELEVATOR INSPECTIONS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Building Property Standards	General Fund	Building Inspection Services	3,067.00 USD
1	External Support	Building Property Standards	General Fund	Building Inspection Services	300.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078733	Sep/28/2012	RE	Paid	VOP01 0000014902 THOMPSON-GARCIA, CAROLYN 198 BENNINGTON HILLS CT WEST HENRIETTA NY 14586	Not applicable		123.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101878	603451, 11516	Aug/20/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	103.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078734	Sep/28/2012	RE	Paid	VOP01 0000014901 TIBBS, CHRISTEN 2541 HILLSBORO CT AURORA IL 60503	Not applicable		129.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101877	612802	Aug/30/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	129.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078735	Sep/28/2012	RE	Paid	VOP01 000006400 TOTAL PARKING SOLUTIONS 2721 CURTISS ST. DOWNERS GROVE IL 60515	Not applicable		1,560.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101855	101879, 101880	Sep/05/2012	AUGUST & SEPTEMBER 2012 WEB OFFICE MONITORING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Parking Services	Parking Fund	Lots_Off Street Parking	1,560.00 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
078736	Sep/28/2012	RE	Paid	VOP01 0000014883 TRITECH FORENSICS 4019 EXECUTIVE PARK BLVD SE SOUTHPORT NC 28461	Not applicable		185.58 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101805	79978	Jun/20/2012	20 IL GSR EVIDENCE COLLECTION KITS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	POLICE	General Fund	Field Services	185.58 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078737	Sep/28/2012	RE	Paid	VOP01 0000001034 TRUCK PRO, INC. P.O. BOX 905044 CHARLOTTE NC 28290-5044	Not applicable		586.71 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101690	080-0635162	Aug/24/2012	ADIP AIR DRIER FILTER CARTRIDGE	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	169.00 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	417.71 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078738	Sep/28/2012	RE	Paid	VOP01 0000014900 TUFANO, MARIA 733 N. 8TH AVE. ADDISON IL 60101	Not applicable		28.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101876	259114	Sep/06/2012	REFUND PARKING GARAGES SHORT CHANGE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Garage Fees	Parking Services	Parking Fund	The Avenue Garage	28.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078739	Sep/28/2012	RE	Paid	VOP01 0000010935 U.S. UPFITTERS 980 N. LOMBARD RD. LOMBARD IL 60148	Not applicable		1,290.45 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101774	39081	Aug/14/2012	PUMP STATION VAN SHELVING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicles	DPW - Water	Water Fund	Water Distribution	1,290.45 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/28/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078740	Sep/28/2012	RE	Paid	VOP01 0000014899 VANVLIET, CATHY 109 S. ELMWOOD AVE #18 OAK PARK IL 60302	Not applicable		15.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101875	177300	Aug/17/2012	REFUND METER KEY DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Meter Key Deposit	Balance Sheet	Parking Fund	Balance Sheet	15.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078741	Sep/28/2012	RE	Paid	VOP01 0000002033 VERMEER MIDWEST/VERMEER IL 2801 BEVERLY DRIVE AURORA IL 60504	Not applicable		887.60 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101980	P47203	Mar/21/2012	CLIMBING ROPE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Forestry	General Fund	Base Program	887.60 USD



Pay Cycle: OAKPK
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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078742	Sep/28/2012	RE	Paid	VOP01 000009486 VOSS TRANSCRIPTIONS 194 WEXFORD RD VALPARAISO IN 46385	Not applicable		22.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101995	23076	Sep/12/2012	TRANSCRIPTIONS - FAIRSHARE FOODS, INC.	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	22.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078743	Sep/28/2012	RE	Paid	VOP01 0000014898 WANG, GUODUN 1139 S. OAK PARK AVE, APT C OAK PARK IL 60304	Not applicable		84.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101874	605676, 605677	Aug/31/2012	REFUND PARKING PERMITS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	84.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078744	Sep/28/2012	RE	Paid	VOP01 0000011464 WARREN OIL CO, INC. P.O. BOX 40 SUMMIT IL 60501	Not applicable		36,788.24 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101750	10738784	Aug/27/2012	FUEL PURCHASED ON 8/24/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Fuel	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	3,374.44 USD
3	Fuel	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	7,581.28 USD
2	Fuel	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	22,175.95 USD
4	Fuel	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	3,656.57 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078745	Sep/28/2012	RE	Paid	VOP01 0000014897 WEISSCHUH, JULIA 915 HIGHLAND AVE. OAK PARK IL 60304	Not applicable		72.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101873	611492	Aug/30/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Onstreet Parking Permits	Parking Services	Parking Fund	Parking Permit Office	72.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078746	Sep/28/2012	RE	Paid	VOP01 0000001416 WEST PAYMENT CENTER P.O. BOX 6292 CAROL STREAM IL 60197-6292	Not applicable		2,926.32 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101829	825490227	Aug/04/2012	REFERENCE MATERIAL	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Books & Subscriptions	LEGAL - Law	General Fund	Base Program	1,068.00 USD
1	Books & Subscriptions	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	929.16 USD
1	Books & Subscriptions	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	929.16 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078747	Sep/28/2012	RE	Paid	VOP01 0000003858 WHELEN ENGINEERING COMPANY, INC. 51 WINTHROP RD. CHESTER CT 06412-0684	Not applicable		108.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101714	254127	Aug/16/2012	AMBER STROBE BULBS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	108.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078748	Sep/28/2012	RE	Paid	VOP01 000001422 WIEDNER & MCAULIFFE, LTD 1 N FRANKLIN, SUITE 1900 CHICAGO IL 60606-3401	Not applicable		162.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101830	203937	Aug/21/2012	JULY 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	162.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078749	Sep/28/2012	RE	Paid	VOP01 000002005 WIELEBNICKI, JOHN C/O PUBLIC WORKS 123 MADISON OAK PARK IL 60302	Not applicable		150.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101683	09/14/12	Sep/14/2012	REIMBURSEMENT-INSTITUTE FOR SUSTAINABLE INFRASTRUCTURE ENVI	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	DPW - Administration	General Fund	Base Program	150.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078750	Sep/28/2012	RE	Paid	VOP01 000009801 WILLIAMS, SHIRLEY 1050 N. LOMBARD AVE. OAK PARK IL 60302	Not applicable		3,500.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101839	SBPGP-028	Aug/23/2012	SEWER BACKUP PREVENTION GRANT PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	3,500.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078751	Sep/28/2012	RE	Paid	VOP01 000008839 WURTH USA INC. P.O. BOX 415889 BOSTA MA 02241-5889	Not applicable		649.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101982	94267952	Aug/01/2012	55 GALLON DRUM OF MULTI PURPOSE SOLVANT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Lubricants	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	162.25 USD
4	Lubricants	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	162.25 USD
1	Lubricants	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	162.25 USD
3	Lubricants	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	162.25 USD



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PeopleSoft Accounts Payable
DETAILED CHECK REGISTER

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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078752	Sep/28/2012	RE	Paid	VOP01 0000014896 YEH, RICK 4025 DEAN MARTIN DR, UNIT 1007 LAS VEGAS NV 89103	Not applicable		96.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101872	610913, 20511	Aug/31/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	76.00	USD
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00	USD
				Total Requirements for Bank Account	FB_OP VOP 154508888927	350,577.93 USD
				Total Requirements for Currency	USD	350,577.93 USD