



TENTATIVE A g e n d a
President and Board of Trustees
Tuesday, September 6, 2011
Village Hall
123 Madison Street

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

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

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

Instructions for Non-Agenda Public Comment

(3 minutes per person; 30 minutes maximum)

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

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

Instructions for Agenda Public Comment

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

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

- V. **Agenda Approval**
- VI. **Minutes – Special Board Meeting Minutes of July 25, 2011, Special Board Meeting Minutes of August 1, 2011**
- VII. **Non-Agenda Public Comment – *Please refer to instructions above.***
- VIII. **Proclamation – The Nineteenth Century Charitable Association Celebrates 120 Years of Service to the Community**
- IX. **Resolution – The Village of Oak Park Joining the National Moment of Remembrance of the 10th Anniversary of September 11th**
- 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, Removal, Resignation and Chair Appointments**
Overview: Names are forwarded from the Citizens Involvement Commission to the Village Clerk and then forwarded to the Village President for recommendation. If any appointments are ready prior to the meeting, the agenda will be revised to list the names.
 - Civic Information Systems Commission** – David McNutt, Member
 - Community Relations Commission** – Bamshad Mobasher, Remove as Member
- Serena Brewer, Appoint as Member
 - Housing Authority** – Doris Kelley, Appoint as Member
 - Plan Commission** – Gail Moran, Reappoint as Member
 - Police Pension Board** – Dennis Marani, Reappoint as Member
- Robert Planek, Reappoint as Member
 - Public Art Advisory Commission** – Alison Fraunhar, Appoint Member
 - Transportation Commission** – Craig Chesney, Appoint as Member

XV. Regular Agenda

A. **Motion to Approve Zoning Ordinance Text Amendments relative the B-1/B-2 General Business District and C Commercial District, the Madison Street Overlay District, the Roosevelt Road Overlay District and Accessory Structures, and Direct Staff to Prepare the Necessary Documents**

Overview: The Plan Commission held a public hearing on several staff initiated Zoning Ordinance text amendments and has made recommendations for the Village Board's review. Staff is seeking support for these amendments and direction to prepare the necessary ordinance for adoption.

B. **Presentation of Recommendations by the Liquor Control Review Board**

1. **Motion to Accept the Report of the Liquor Control Review Board to the Oak Park Village Board Regarding Proposed Revisions to the Oak Park Liquor Ordinance and Direct Staff to Prepare the Necessary Documents**

Overview: Motion to Accept the Liquor Control Review Board Report and direct staff to prepare necessary ordinance changes. This report recommends changes based on direction from the Village Board on June 6, 2011, regarding additional proposed liquor ordinance changes.

D. **Executive Summary Update on the July 23, 2011 Rainstorm Event**

1. **Resolution Authorizing Execution of a Professional Services Contract with MWH for Sewer System Evaluation in an Amount not to Exceed \$22,142.**

Overview: To assist in addressing issues raised following the July, 2011 storms, staff contacted MWH, a consultant that specializes in sewer and water engineering. It is recommended that a contract be awarded to MWH to help in assessing the Village's sewer system. This project is paid for with funds in the 2011 budget already designated for sewer televising.

XVI. Consent Agenda

E. **Motion to Accept Recommendation to Deny Parking Restriction Changes on Superior Street from Humphrey to the East Alley**

Overview: This is a recommendation from the Transportation Commission to deny the petition to replace the existing No Parking 8am-10am Monday thru Friday restriction with a Resident Permit Parking 8am-5pm restriction on Superior Street from Humphrey Avenue to the east alley. Staff concurs with the recommendation.

F. **Resolution Authorizing a Contract in the Amount of \$29,000 with Preservation Services and Technology Group to Conduct an Architectural Survey of the I-290 Corridor as Reviewed at the August 1, 2011 Meeting**

Overview: Motion to accept recommendation from Historic Preservation Commission to approve signing a contract with Preservation Services and Technology Group to conduct an architectural survey of the I-290 Corridor. Most of this project is funded with a grant in the amount of \$ 20,300.

G. Motion to Accept Historic Preservation Commission Resolution and Findings of Fact with Regard to the Nomination of 700 South Lombard Avenue and Direct Staff to Prepare an Ordinance Designating it as an Oak Park Historic Landmark

Overview: On July 14, 2011 the HPC made a preliminary determination of eligibility and held a public hearing on August 11, 2011. The HPC approved the nomination on August 11, 2011. The HPC is therefore requesting the Village Board accept their recommendation and direct staff to prepare an ordinance to formalize this action.

H. Ordinance for the Approval of the Special Use Application for 715 South Boulevard (Forest Park National Bank and Trust) Authorizing Issuance of a Special Use Permit to Permit A Financial Institution with Drive Through Facility and ATM

Overview: This is a request to approve an ordinance to allow a financial institution with a drive-thru and ATM facility. The Village Board approved the Plan Commission's recommendation at the August 1, 2011 meeting.

I. Resolution Authorizing the Execution of an Intergovernmental Master Agreement for State Maintained Traffic Signals and a Resolution Authorizing the Execution of an Intergovernmental Master Agreement for Local Maintenance of State Traffic Signals

Overview: The State of Illinois is responsible for the maintenance and energy costs for all traffic signals located on the State highway system. Typically, the State enters into intergovernmental agreements with local jurisdictions to define the responsibilities for the maintenance and energy costs for these traffic signals. One agreement is for traffic signals the State maintains in Oak Park and the other is for traffic signals the Village maintains for the State.

J. Resolution Authorizing the Purchase of 4,800 Tons of Rock Salt From Cargill Incorporated Salt Division of North Olmstead, Ohio, at \$62.51 Per Ton for the 2011/2012 Snow Season, in an amount Not to Exceed \$300,048 and Waiving the Village's Bidding Process To Participate in the State of Illinois Joint Purchasing Program

Overview: This item authorizes the Villages annual purchase of rock salt for snow & ice de-icing of Village roadways. The purchase is through the State of Illinois Department of Central Management Services Department joint purchasing program.

K. Resolution Authorizing an Additional \$50,000 to the Contract with G.A. Paving Construction Co. of Bellwood, Illinois for Village Wide Utility Pavement Patching Services, Increasing the Not to Exceed Amount to \$100,000

Overview: The Village makes repairs to the water distribution system and sewer collection system. These repairs typically require final pavement restoration. After a competitive RFP process, at the May 16th Regular Board Meeting, the Village authorized a contract with the lowest bid GA Paving for a pilot program to contract out pavement repairs instead of using in-house crews. The Public Works Director found this pilot project to be successful and is seeking an additional \$50,000 of repair work. The additional contract work will be charged to the savings in materials & supplies for this project not used by the Village in-house crews.

L. Motion to Refer Zoning Ordinance Text Amendment for Beauty Supply Stores to the Plan Commission to Hold a Public Hearing and Prepare Findings of Facts

Overview: The applicant has requested to modify the Madison Street Overlay District to restrict beauty supply stores within 500 feet of one another. This is a request to refer the application to the Plan Commission for a public hearing.

M. Resolution Awarding a Small Rental Properties Rehabilitation Loan and Energy Efficiency Loan and Authorizing the Execution of a Small Rental Rehab and Energy Efficiency Loan Commitment and Agreement SRP-002

Overview: The purpose of the Small Rental Properties Rehabilitation Loan Program is to address and to correct deteriorated and blighted homes throughout the village, to provide affordable rental housing, and to improve the energy efficiency of small rental properties. The eligible owner of this two-unit property is requesting a forgivable rehab loan of \$10,000.00 and an energy efficiency loan of \$5,000.00 from the village.

N. Resolution Authorizing a Subordination of Lien: BPIP-006

Overview: The loan recipient is requesting a subordination of their Barrie Park Investment Program loan mortgage to a new first mortgage. The Village remains secure in junior position on the title.

O. Resolution Authorizing a Subordination of Lien: BPIP-038

Overview: The loan recipient is requesting a subordination of their Barrie Park Investment Program loan mortgage to a new first mortgage. The Village remains secure in junior position on the title.

P. Resolution Designating Charter One as the Village's Authorized Depository

Overview: This item completes the transition from US Bank to Charter One pursuant to a compatibility bid process.

Q. Resolution Authorizing Execution of an Amended Intergovernmental Agreement for O'Hare Noise Compatibility Commission Membership

Overview: This agenda item is to authorize execution of an amended intergovernmental agreement for O'Hare Noise Compatibility Commission Membership. This is a no-cost membership Commission.

XVII. Approval of Bills

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.

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RESOLUTION

THE VILLAGE OF OAK PARK JOINING THE NATIONAL MOMENT OF REMEMBRANCE OF THE 10TH ANNIVERSARY OF SEPTEMBER 11TH

WHEREAS, the Village of Oak Park expresses their support of the United States Senate regarding coming together as a Nation and ceasing all work or other activity for a moment of remembrance beginning at 1:00 p.m. Eastern Daylight Time on September 11, 2011, in honor of the 10th anniversary of the terrorist attacks committed against the United States on September 11, 2001; and

WHEREAS, at 8:46 a.m., on September 11, 2001, hijacked American Airlines Flight 11 crashed into the North Tower of the World Trade Center in New York City and hijacked United Airlines Flight 175 crashed into the South Tower of the World Trade Center 17 minutes later, at 9:03 a.m.; and

WHEREAS, at 9:37 a.m., the west wall of the Pentagon was hit by hijacked American Airlines Flight 77, the impact of which caused immediate and catastrophic damage to the headquarters of the Department of Defense; and

WHEREAS, at approximately 10:00 a.m., the passengers and crew of hijacked United Airlines Flight 93 acted heroically to retake control of the airplane and thwart the taking of additional American lives by crashing the airliner in Shanksville, Pennsylvania, and, in doing so, gave their lives to save countless others; and

WHEREAS, the lives of Americans were changed forever on September 11, 2001, when events threatened the American way of life and will never be just another day in the hearts and minds of all people of the United States; and

WHEREAS, on the 10th anniversary of this tragic day, the thoughts of the people of the United States are with all of the victims of the events of September 11, 2001 and their families.

NOW, THEREFORE BE IT RESOLVED that the President and the Board of Trustees of the Village of Oak Park recognize September 11, 2011 as a day of solemn commemoration of the events of September 11, 2001, and to come together as a Nation on the 10th anniversary of this tragic day in United States history to observe a moment of remembrance to last for 1 minute beginning at 1:00 p.m. Eastern Daylight Time by ceasing all work or other activity and marking the moment in an appropriate manner by ringing bells, blowing whistles, or sounding sirens.

APPROVED this 6th day of September, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**Citizen Boards and Commissions
Vacancies**

UPDATED: 8/30/2011

Committee Name	Total Members	Number of Vacancies	Expired but Serving*	Total # Needed
BUILDING CODES ADVISORY COMMISSION	9	3	0	3
CITIZEN INVOLVEMENT COMMISSION	9	1	0	1
CIVIC INFORMATION SYSTEMS COMMISSION	7	6	0	6
COMMUNITY DEVELOPMENT CITIZENS ADVISORY COMMITTEE	7	0	0	0
COMMUNITY RELATIONS COMMISSION	9	0	0	0
CITIZEN POLICE OVERSIGHT COMMITTEE	7	0	0	0
COMMUNITY DESIGN COMMISSION	13	0	0	0
ENVIRONMENT & ENERGY COMMISSION	9	0	0	0
FARMERS MARKET COMMISSION	11	2	0	2
FIRE AND POLICE COMMISSION	3	0	0	0
HEALTH, BOARD OF	7	0	0	0
HISTORIC PRESERVATION COMMISSION	11	1	0	1
HOUSING PROGRAMS ADVISORY COMMITTEE	7	2	0	2
LIQUOR CONTROL REVIEW BOARD	5	0	0	0
PLAN COMMISSION	9	1	1	2
PUBLIC ART ADVISORY COMMISSION	11	1	0	1
TRANSPORTATION COMMISSION	7	1	0	1
UNIVERSAL ACCESS COMMISSION	7	2	0	2
ZONING BOARD OF APPEALS	7	1	0	1
TOTAL	155	21	1	22

Bolded CBACs need members

CHAIR EXPIRATION DATE

TRANSPORTATION COMMISSION	No Chair
BUILDING CODES ADVISORY COMMISSION	9/7/2008
HEALTH, BOARD OF	10/17/2011
COMMUNITY DEVELOPMENT CITIZENS ADVISORY COMMITTEE	4/20/2012
HISTORIC PRESERVATION COMMISSION	4/20/2012
HOUSING PROGRAMS ADVISORY COMMITTEE	5/11/2012
PUBLIC ART ADVISORY COMMISSION	5/11/2012
CITIZEN POLICE OVERSIGHT COMMITTEE	10/17/2012
CITIZEN INVOLVEMENT COMMISSION	6/20/2014
LIQUOR CONTROL REVIEW BOARD	2/5/2013
COMMUNITY RELATIONS COMMISSION	1/19/2013
ENVIRONMENT & ENERGY COMMISSION	8/2/2013
PLAN COMMISSION	9/18/2013
FARMERS MARKET COMMISSION	2/4/2014
FIRE AND POLICE COMMISSION	2/7/2014
COMMUNITY DESIGN COMMISSION	5/16/2014
UNIVERSAL ACCESS COMMISSION	6/6/2014
ZONING BOARD OF APPEALS	7/18/2016
CIVIC INFORMATION SYSTEMS COMMISSION	8/4/2014

PROCLAMATION

THE NINETEENTH CENTURY CHARITABLE ASSOCIATION CELEBRATES 120 YEARS OF SERVICE TO THE COMMUNITY

October 3, 2011

WHEREAS, the Nineteenth Century Charitable Association of Oak Park, Illinois is actively focused on learning and giving to their local community through support of not-for profit organizations' projects; and

WHEREAS, for 120 years, the organization has supported over 2,400 donations to community organizations and social services organizations in the community, 1,000 scholarships to local students, sewn and knit 55,000 garments for children, premature infants, soldiers and those in need from national disasters, as well as offered 6,500 cultural and educational programs that promote continuing adult learning; and

WHEREAS, the Nineteenth Century Charitable Association has built and maintained a building that enhances the historic character of Oak Park and has offered 85 years of sharing their building at 178 Forest Avenue with the community for innumerable community meetings and use by a myriad of other not-for profit organizations, government and public service organizations for everything from voting to wartime relief efforts.

NOW THEREFORE, I, David G. Pope, President of the Village of Oak Park and Board of Trustees, do hereby celebrate the Anniversary of the Nineteenth Century Charitable Association for its 120 years of focus on learning and giving and encourage all to join them on October 3, 2011 at their 120th Anniversary Celebration beginning at 1 PM at their historic building, 178 Forest Ave, Oak Park, IL 60301.

DATED this 6th day of September, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

APPOINTMENTS

6 SEPTEMBER 2011

Civic Information Systems Commission

Appoint as Member:

David McNutt
847 S. Lyman, #3
708-567-5974

Term expires 9-6-14

Community Relations Commission

Remove as Member:

Bamshad Mobasher
600 Carpenter
708-848-0968

Appoint as Member (Student):

Serena Brewer
1140 Home Ave.
708-524-8975

Term expires 9-6-12

Housing Authority

Appoint as Member:

Doris Kelley
Box 773
708-382-0102

Term expires 9-6-14

Plan Commission

Reappoint as Member:

Gail Moran
906 N. Taylor
708-383-1244

Term expires 9-2-14

Police Pension Board

Reappoint as Member:

Dennis Marani
P.O. Box 1040
708-524-0371

Term expires 6-6-13

Robert Planek
949 N. Elmwood
708-524-9083

Term expires 6-15-13

Public Art Advisory Commission

Appoint Member:

Alison Fraunhar
706 S. Lombard
708-689-2704

Term expires 9-6-14

Transportation Commission

Appoint as Member:

Craig Chesney
634 Clinton
312-401-0050

Term expires 9-6-14

VILLAGE OF OAK PARK

CITIZEN ADVISORY BOARD AND COMMISSION

A

AGENDA ITEM COMMENTARY

Item Title: Motion to approve Zoning Ordinance Text Amendments relative the B-1/B-2 General Business District and C Commercial District, the Madison Street Overlay District, the Roosevelt Road Overlay District and Accessory Structures, and direct staff to prepare the necessary documents.


Resolution or Ordinance No. _____

Date of Board Action: Tuesday, September 6, 2011

Submitted by: Linda M. Bolte, Plan Commission Chairperson

Staff Liaison & Review: Craig Failor, Village Planner

Department Director Name: 
Craig Failor, Village Planner

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

Citizen Advisory Board or Commission Issue Processing (Dates of Related Commission Meetings): These Zoning Ordinance text amendments were referred to the Plan Commission by the Village Board of Trustees at their June 20, 2011 meeting.

(1) amending the minimum lot size and intensity of use requirements for the B-1/B-2 General Business District and the C-Commercial District, amending the yard requirements for lots devoted to combination of uses permitted in the B-1/B2 and C-Commercial Districts, amending the Table of Dimensional Requirements in Section 7.1 to reflect the proposed changes in the B-1/B-2 and C Districts relative to minimum lot size and intensity of use requirements, NOTE: In 2006 the Village Board approved text amendments to the Zoning Ordinance amending the minimum lot size and intensity of use requirements and the yard requirements for lots devoted to a combination of uses permitted in the B-3 Central Business District and the B-4 Downtown Business District.

HISTORY: At the May 20, 2004 meeting, the Plan Commission reviewed the potential Zoning Ordinance amendments regarding bulk regulations for mixed use developments. The Plan Commission was to review the business and commercial district sections of the Zoning Ordinance that referred mixed-used developments to the R-7 Multiple Family District for setbacks, lot coverage, and density. The Plan Commission reviewed and made recommendations which were presented to the Village Board in June 2004. At the October 5, 2005 study session, the proposed text amendments were reintroduced, where-upon the Village Board directed staff to prepare documents for referral to the Plan Commission for

public hearing, excluding the C Commercial District. The C Commercial District was excluded at that time because the Village was in the process of developing a master plan for the corridor. The current overlay district provides appropriate setbacks for mixed use buildings (with the exception identified in Amendment #4 below). Due to its very nature the Overlay District would take precedence over any regulations within the underlying C Commercial District zoning relative to setbacks. The same holds true for the Roosevelt Road Overlay District.

DENSITY/LOT SIZE: With the proposed change in density and lot size calculation, which is currently being used in the B-3 Central Business District and B-4 Downtown Business District districts, each development would gain only two additional dwelling units above what is allowed by code today, no matter the size of the land or development. A discussion point has been that developers tend to ask for additional dwelling units, which are routinely granted, along with other requests, when requesting approvals of residential development proposals. It was suggested that if more than two dwelling units were allowed above what is allowed presently, the potential for developers seeking relief could also be reduced, although not eliminated. Another discussion point has been whether to allow developers of smaller infill projects to be able to provide a residential unit or two above commercial uses. In some cases, this would allow business owners to either live above their store or rent the residential space to supplement their income.

SETBACKS: The Zoning Ordinance requires that mixed use development, because of the residential component, be setback 20 feet from the front property line. The general concerns are; 1) inconsistency with the streetscape and, 2) depth of lots in commercial and business districts. Most of the lots in the 12 business and commercial areas are approximately 125 feet deep, which tends to be restrictive on various levels, but in this case, if the buildings are setback as required, it leaves less area for either open space, parking, buffering from residential uses, and in some cases it can compromise site and building design.

In 2006 the Village Board adopted these regulations for the B-3 Central Business District and B-4 Downtown Business District. In the Findings of Fact in this 2006 case, it states that there are two business areas where front yard setbacks tend to be the rule, rather than the exception. The first is Marion Street between Pleasant and Randolph and the second is South Boulevard between Taylor and Austin. Certain residents living on this block of Marion testified that they wished to maintain the existing setbacks on their block. To our knowledge the owner's request has not changed; however, there have been no development inquires or properties available for development in these areas either, within the last six years. Nor do we anticipate any in the near future.

(2) amending the Madison Street Overlay District relative to interior side yards;

Staff is proposing to amend the Zoning Ordinance text for the Madison Street Overlay District (MSOD) relative to interior side yards. Currently the underlying districts prevail as the Overlay District does not address side yard setbacks. This was an oversight when the original overlay district was proposed. Currently, the language requires a five foot setback from the interior side property line for a mixed use building. All commercial buildings can be built to the side lot line. With the likelihood that most developments along Madison Street will be more mixed use, this provision should reflect the desire to have the buildings built to side lot

lines in order to have a continuous street wall and reduce the need for variance requests. All other yards are identified with specific requirements in the MSOD. The proposal is to have a zero lot line setback for side yards.

(3) amending the location and bulk requirements for accessory building or structures;

Staff is proposing to amend the language relative to location and bulk requirements for accessory building or structures. Staff wants to be clearer in the Zoning Ordinance language that accessory buildings attached to a residence should follow the same bulk regulations as a principle building.

(4) amending the Roosevelt Road Form-Based Zoning Overlay District and Landscape regulations relative to fences and walls associated with outdoor equipment and material storage yards.

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

(5) proposing new language defining the term "green roof" and allowing the construction of green roofs to be used to fulfill open space requirements;

(6) expanding the boundaries of the Transit-Related Retail Overlay District;

ITEMS 5 & 6 ARE NOT BEING BROUGHT FORWARD AT THIS TIME FOR THE FOLLOWING REASONS:

Item (5): The Plan Commission met on July 21 and August 25, 2011. At the July meeting, the Plan Commission requested that the EEC review and make recommendation on a definition for Green Roof. The EEC provided their recommendation for the August 25th Plan Commission meeting. The Plan Commission determined that additional time to review the EEC's recommendation was necessary and has continued its review until September 15, 2011.

Item (6): The Plan Commission also has determined that additional properties should be included in the T-RROD area along South Marion Street (SEC of Marion and Pleasant) and has requested a re-notice of the amendment per direction from the Plan Commission attorney. This will also come before the PC at their September 15, 2011 meeting.

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

(1) amending the minimum lot size and intensity of use requirements for the B-1/B-2 General Business District and the C-Commercial District, amending the yard requirements for lots devoted to combination of uses permitted in the B-1/B2 and C-Commercial Districts, amending the Table of Dimensional Requirements in Section 7.1 to reflect the proposed changes in the B-1/B-2 and C Districts relative to minimum lot size and intensity of use requirements. The Plan Commission supports this amendment as it will be consistent with the B-3 Central Business District and B-4 Downtown Business District regulations. However they felt that two specific areas that were identified as unique to the setback requirements they have offered alternate language to ensure consistent setbacks within the subject districts. This language is reflected in the Findings of Fact.

(2) *amending the Madison Street Overlay District relative to interior side yards.* The Plan Commission supports this request.

(3) *amending the location and bulk requirements for accessory building or structures.* The Plan Commission supports this request.

(4) *amending the Roosevelt Road Form-Based Zoning Overlay District and Landscape regulations relative to fences and walls associated with outdoor equipment and material storage yards.* The Plan Commission supports this request.

Staff Commentary (If applicable or different than Commission): Staff agrees with the Plan Commission's recommendations.

Item Budget Commentary: (Account #; Balance; Cost of contract) No financial impact.

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

(1) *amending the minimum lot size and intensity of use requirements for the B-1/B-2 General Business District and the C-Commercial District, amending the yard requirements for lots devoted to combination of uses permitted in the B-1/B2 and C-Commercial Districts, amending the Table of Dimensional Requirements in Section 7.1 to reflect the proposed changes in the B-1/B-2 and C Districts relative to minimum lot size and intensity of use requirements.* An alternate is to deny the request however this will create an inconsistency between the business and commercial districts relative to developments that contain residential units. With these provisions in place, it will remove the need for variations / planned developments of the zoning code where it is allowed in other zoning districts by-right. These are regulations that the village tries to achieve in business and commercial districts currently.

(2) *amending the Madison Street Overlay District relative to interior side yards.* The alternate would be to deny this request, but it would maintain the current need for a variance or more likely a planned development for any mixed use proposal over 10,000 square feet. It could be the only reason a planned development would be necessary.

(3) *amending the location and bulk requirements for accessory building or structures.* The alternative would be to deny this request. It would not change the way the zoning officer currently interprets the zoning ordinance, but it would be a clarification to the public and any future zoning employee.

(4) *amending the Roosevelt Road Form-Based Zoning Overlay District and Landscape regulations relative to fences and walls associated with outdoor equipment and material storage yards.* The alternate would be to deny this request. It would not impact the current screening requirements of outdoor equipment/storage yards, but it would provide better screening, especially from a public view perspective.

Proposed Recommended Action: Accept the Plan Commission's recommendation and findings of fact as proposed and direct staff to prepare the necessary documents for adoption of Zoning Ordinance text amendments at a subsequent Village Board meeting.

August 25, 2011

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

Re: Six Proposed Text Amendments To The Zoning Ordinance

Dear Trustees:

In early July 2011, you referred certain proposed amendments to the text of the Zoning Ordinance to the Plan Commission, ("Commission"), sitting pursuant to the Commission's jurisdiction conferred by Section 2.1.3(B)(2) of the Village Zoning Ordinance, for a public hearing.

In general, these proposed amendments pertained to: (1) changing the side-yard setback and lot size/density requirements in B-1/B-2 and C Districts; (2) changing the side yard setback requirement in the Madison Street Overlay District; (3) changing the wording of the accessory structure definition in the residential code to make it clear that attached accessory buildings must follow the same bulk regulations as a principal building; (4) adding a requirement in the Roosevelt Road Form-Based Zoning Overlay District relative to fences and walls associated with outdoor equipment and material storage yards; (5) changing the

open space requirement for special use developments to allow “green roofs” to count for open space; and (6) expansion of the Transit-Related Retail Overlay District relative to additional business zoned properties incorporated into the overlay district; A copy of the proposed text amendments is attached and labeled *Exhibit A*.

On July 6, 2011, legal notice was published in *The Wednesday Journal*, a newspaper of general circulation in the Village of Oak Park, scheduling a public hearing on the Village’s proposed text amendments before this Commission on July 21, 2011. The Business Advisory Council (BAC), “The Avenue Business District,” and the Marion Street Business District, were also notified of all the proposed text amendments.

This Commission held a public hearing at such time and place, at which a quorum of the Commission was present. The Commission heard testimony and took evidence on July 21, 2011.

Regarding amendment (5) above, at the July 21, 2011, meeting, the Plan Commission requested that the Environment and Energy Commission (“EEC”) review and make recommendation on a definition for “green roof.” The EEC provided its recommendation for the August 25, 2011, meeting. The Commission determined that additional time to review the EEC’s recommendation was necessary and has voted to continue its review and its hearing on this matter to its regular September 15, 2011, meeting.

Regarding amendment (6) above, the Commission has also voted to re-hear the proposal at its regular September 15, 2006, meeting, to allow for proper

notice to certain property that was added by the Commission to the proposed T-RROD expansion at its July 21, 2011, meeting. Village Staff has been directed to re-notice this text amendment for that time, at the direction of the Commission Attorney.

Having heard and considered the testimony and evidence at the public hearing, the Commission makes the following findings and recommendations:

FINDINGS OF FACT AND RECOMMENDATIONS

1. The Applicant, the Village of Oak Park, is an Illinois municipal corporation and a home rule unit of local government.

AMENDMENT 1
*Side-yard Setback and Lot Size/Density
Requirements in B-1/B-2 and C Districts*

2. In this change, the Village seeks to reduce the lot size/density requirements in B-1/B-2 and C Districts to better comport with the reality of the properties' structures and uses.

3. At a May 20, 2004 meeting, the Plan Commission reviewed the potential Zoning Ordinance amendment regarding bulk regulations for mixed use developments. The Plan Commission was to review the business and commercial district sections of the Zoning Ordinance that referred mixed-used developments to the R-7 Multiple Family District for setbacks, lot coverage, and density. The Plan Commission reviewed and made recommendations that were presented to the Village Board in June 2004.

4. At an October 5, 2005, study session, the proposed text amendments were reintroduced, where upon the Village Board directed staff to prepare

documents for referral to the Plan Commission for public hearing, excluding the C Commercial District.

5. The C Commercial District was excluded at that time because the Village was in the process of developing a master plan for the Madison Street Corridor.

6. The current Madison Street Overlay District provides appropriate setbacks for mixed use buildings (with the exception identified in Amendment #4 below).

7. The Madison Street Overlay District would take precedence over any regulations within the underlying C Commercial District zoning relative to setbacks.

8. With the proposed change in density and lot size calculation, currently used in the B-3 Central Business District and B-4 Downtown Business District districts, each development would gain only two additional dwelling units above what is allowed by code today, no matter the size of the land or development.

9. Historically, developers have tended to ask for additional dwelling units, which are routinely granted along with other requests when requesting approvals of residential development proposals, notwithstanding the code's requirements.

10. If more than two dwelling units were allowed above what is allowed presently, the potential for developers seeking relief could also be reduced, although not eliminated.

11. These proposed changes would also allow developers of smaller infill projects to be able to provide a residential unit or two above commercial uses. In

some cases, this would allow business owners to either live above their store or rent the residential space to supplement their income.

12. The Zoning Ordinance currently requires that mixed use development, because of the residential component, be setback 20 feet from the front property line. The general concerns with this requirement are:

- a. inconsistency with the streetscape; and
- b. depth of lots in commercial and business districts.

Most of the lots in the 12 business and commercial areas are approximately 125 feet deep, a depth that tends to be restrictive on various levels. In this case, however, if the buildings are setback as currently required, it leaves less area for either open space, parking, buffering from residential uses, and can compromise site and building design in some cases.

13. In 2006, the Village Board adopted the current regulations for the B-3 Central Business District and B-4 Downtown Business District.

14. In the Findings of Fact for this 2006 case, it states that there are two business areas where front yard setbacks tend to be the rule, rather than the exception. The first is Marion Street between Pleasant and Randolph and the second is South Boulevard between Taylor and Austin. Certain residents living on this block of Marion testified that they wished to maintain the existing setbacks on their block.

15. To date, the owner's request has not changed; however, there have been no development inquires or properties available for development in these areas within the last six years.

Recommendation

16. The Commission finds that the intent of the existing B1/B2 and C zoning areas, coupled with the nature of the existing building stock and desires of the owners in these areas, would best be served by adopting the following amendments to Section 3.81, "B-1/B-2 – General Business District Regulations," Section 3.8.4, "C – Commercial-District Regulations," and Section 3.8.2 of the entitled "B-3 – Central Business District Regulations" of the Village Zoning Ordinance regarding setbacks, lot size and density requirements:

"3.8.1B-1/B-2 – General Business District Regulations

The regulations of this district are intended to protect the predominantly office, service and retail character of certain areas, to provide guidelines for development of similar business uses and to permit compatible development. See Sections 3.9.2 ~~and~~, 3.9.3 ~~and~~ 3.9.6 for additional regulations applicable to the Perimeter Overlay District and Transit Related Retail Overlay District. ~~and the Madison Street Overlay District.~~

A. Bulk Regulations

1. Minimum Lot Size And Intensity Of Use

- a. For uses permitted in a residential district, ~~and where a lot is devoted to a combination of uses permitted in a residential district and the B-1/B-2 zone district,~~ the lot size and intensity-of use regulations established for the R-7 District (Section 3.6.3 (A) 1) shall apply.
- b. For lots devoted to a combination of ground floor uses and second floor and above multiple-family dwelling uses permitted in a B-1/B-2 zone district, the lot size and intensity of use regulations shall require not less than 3,000 square feet of land for the first two multi-family dwelling units and an additional 700 square feet of land for each dwelling unit in excess of 2.

b.c. For lots devoted exclusively to business uses permitted in the B-1/B-2 zone district, except as provided in paragraph (d) and (e) below, there shall be no minimum lot size or intensity of use regulations.

e.d. For hotels, a minimum of 360 square feet of land per guest room, but not less than 7,000 square feet of land shall be provided.

For hotels in combination with a use permitted in a residential district, the greater minimum lot size requirement shall apply, and both intensity-of-use requirements shall apply.

d.e. For long-term care facilities and assisted living facilities: a minimum of 400 square feet of land per bed, but not less than 7,000 square feet of land shall be provided.

2. Building Height

No building or structure shall exceed 45 feet in height; however, schools, churches and temples permitted in this district may be erected to a height not exceeding 55 feet, on the condition that such school, church or temple shall be set back at least one additional foot from each required setback for each 2 feet of additional building height above the basic 45-foot height limitation.

B. Required Yards

1. For uses permitted in any residential district, ~~and for lots devoted to a combination of uses permitted in a residential district and the B-1/B-2 zone district~~, the yard regulations established for the R-7 District (Section 3.6.3 B) shall apply.

2. For all other uses permitted in this district, ~~and for lots devoted to a combination of uses permitted in the B-1/B-2 zone district~~, no yards shall be required except:

a. Where frontage in the block is partly in this district and partly in a residential district, a minimum yard of five feet from the street line of such frontage shall be required;

- b. Where a lot is adjacent to a residential district and is separated from such residential district by an alley, a minimum yard of ten feet as measured from the lot line adjacent to such residential district shall be required; and
- c. Where a lot abuts upon a residential district and is not separated from such a residential district by an alley, a minimum yard of 15 feet as measured from the lot line abutting such residential district shall be required.
- d. Where a property is located in a B-1/B-2 zone district the required front yard setback will be the average of any adjacent property or properties in that same B-1/B-2 zone district.

[. . .]

3.8.4 C – Commercial-District Regulations

The regulations of this district are intended to protect areas in which the principal use of land is for commercial uses producing a high volume of vehicular traffic or requiring compatible development. (See Sections 3.9.2 *and* 3.9.6 for additional regulations applicable to commercial uses in the Perimeter Overlay District *and the Madison Street Overlay District.*)

A. Bulk Regulations

1. Minimum Lot Size And Intensity Of Use

- a. For uses permitted in a residential district, ~~and where a lot is devoted to a combination of uses permitted in a residential district and business or commercial uses permitted in the C district,~~ the lot size and intensity-of-use regulations established for the R-7 District (Section 3.6.3) shall apply.
- b. For lots devoted to a combination of ground floor uses and second floor and above multiple-family dwelling uses permitted in the C zone district, the lot size and intensity of use regulations shall require not less than 3,000 square feet of land for the first two multi-family

dwelling units and an additional 700 square feet of land for each dwelling unit in excess of 2.

- b.c. For lots devoted exclusively to business or commercial uses permitted in the C zone district, except as provided in paragraph (d) and (e) below, there shall be no minimum lot size or intensity of use regulations.
- e.d. For hotels, a minimum of 360 square feet of land per guest room, but not less than 7,000 square feet of land shall be provided. For hotels in combination with a use permitted in a residential district, the greater minimum lot size requirement shall apply, and both intensity-of-use requirements shall apply.
- d.e. For long-term care facilities and assisted living facilities: a minimum of 400 square feet of land per bed, but not less than 7,000 square feet of land shall be provided.

2. Building Height

No building or structure shall exceed 50 feet in height; however, schools, churches, and temples and institutions permitted in this district may be erected to a height not exceeding 60 feet, on the condition that such school, church, or temple, or institution shall be set back at least one additional foot from each required setback for each 2 feet of additional building height above the basic 50-foot height limitation.

B. Required Yards

- 1. For uses permitted in any residential district, and for lots devoted to a combination of uses permitted in a residential district and the C District, the yard regulations established for the R-7 District (Section 3.6.3 (B)) shall apply.
- 2. For all other uses permitted in this district, and for lots devoted to a combination of uses permitted in the C zone district, no yards shall be required except:
 - a. Where frontage in the block is partly in this district and partly in a residential district, a minimum yard of five feet from the street line of such frontage shall be required;

- b. Where a lot is adjacent to a residential district and is separated from such residential district by an alley, a minimum yard of ten feet as measured from the lot line adjacent to such residential district shall be required; and
- c. Where a lot abuts upon a residential district and is not separated from such a residential district by an alley, a minimum yard of 15 feet as measured from the lot line abutting such residential district shall be required.

[. . .]

This recommendation for Amendment 2 was adopted by a 6 to 0 vote of the Plan Commission, sitting as a Zoning Commission, this 25th day of August, 2011.

AMENDMENT 2

Madison Street Overlay – Interior Side Yard Setbacks

17. The Village has proposed amending the Zoning Ordinance text for the Madison Street Overlay District (“MSOD”) relative to interior side yards.

18. Currently the underlying districts prevail in this matter because the MSOD does not address side yard setbacks. However, this was an oversight when the original overlay district was proposed.

19. Currently, the language requires a five foot setback from the interior side property line for a mixed use building.

20. All purely commercial buildings can be built to the side lot line.

21. With the likelihood that most developments along Madison Street will be more mixed use, this provision should reflect the desire to have the buildings built to side lot lines in order to have a continuous street wall and

reduce the need for variance requests, in line with the character of the MSOD reality.

22. All other yards are identified with specific requirements in the MSOD.

23. The Plan Commission thus finds that it is in the best interests of the Village and in line with the stated goals of the MSOD to create a zero lot line setback for side yards.

Recommendation

Section 3.9.6E of the Village Zoning Ordinance, "Madison Street Overlay District – Bulk and Yard Regulations," is recommended to be amended by adding new subsection (b) to read as follows:

E. Bulk and Yard Regulations

1. All bulk and yard regulations of the underlying Perimeter Overlay District, C-Commercial District, H Hospital District, and B-1/B-2 General Business District zone district shall apply within the Madison Street Overlay District, except as follows:

a. Between Austin Boulevard and Oak Park Avenue the building or structure front yard setback shall be not less than zero (0) and not more than five (5) feet. Between Harlem Avenue and Oak Park Avenue the building or structure front yard setback shall be not less than three (3) feet and not more than five (5) feet, and along the north/south cross streets (Harlem Avenue, Oak Park Avenue, Ridgeland Avenue, and Austin Boulevard) the front yard/corner side yard setback shall

be not less than five (5) feet and not more than fifteen (15) feet, and all other north/south cross streets shall maintain a front yard/corner side yard setback of not less than zero (0) feet and not more than fifteen (15) feet.

b. *For all other interior side yards, the setback shall be not more than zero (0) feet.*

b-c. The rear yard setback shall be twenty-five (25) feet measured from the property line of the adjoining parcel to the rear, inclusive of any alley right-of-way.

This recommendation for Amendment 4 was adopted by a 6 to 0 vote of the Plan Commission, sitting as a Zoning Commission, this 25th day of August, 2011.

AMENDMENT 3
Accessory Buildings and Structures

24. The Village has proposed amending the language relative to location and bulk requirements for accessory building or structures.

25. The Zoning Ordinance should clarify its language to affirmatively state that accessory buildings attached to a residence should follow the same bulk regulations as a principle building.

26. Although the Zoning Ordinance already requires the compliance of attached accessory buildings, there has been some confusion among Village residents in interpreting these provisions.

27. The Plan Commission thus finds that the Village Zoning Ordinance would be clearer if the following sections were amended as follows.

Section 4.6.2 of the Village Zoning Ordinance entitled "Location" is recommended to be amended by adding subsections (1) and subsection (2) to read as follows:

4.6.2 Location

1. No detached accessory building or structure shall be located in any front yard or required side yard; however, in a residential district, a private garage may be located in a front yard of a through lot in accordance with Section 6.2.1E. In addition, an accessory building or structure shall be located: a) no closer than one foot from any interior side lot line in a residential district; b) no closer to an exterior side lot line than is required for the principal building; and c) no closer than four feet from any rear lot line, unless there is no access on the rear side, in which case an accessory building or structure need be set-back only one foot from the rear lot line.
2. *Where the accessory building is attached to a principle building, it shall be subject to, and must conform to, all area, height, and setback regulations of this Ordinance that apply to principal structures.*

Section 4.6.3 of the Village Zoning Ordinance entitled "Bulk" is recommended to be amended by adding subsections (1) and subsection (2) to read as follows:

4.6.3 Bulk

1. No detached building or structure accessory to any residential use shall occupy in the aggregate more than 20% of the total area of the zoning lot. No such detached accessory building or structure shall exceed 20 feet in height.
2. *Where the accessory building is attached to a principal building, it shall be subject to, and must conform to, the lot*

coverage regulations of this Ordinance that apply to principal structures.

This recommendation for Amendment 5 was adopted by a 6 to 0 vote of the Plan Commission, sitting as a Zoning Commission, this 25th day of August, 2011.

AMENDMENT 4

Roosevelt Road Form-Based Overlay District -- Fences

28. The Village has also proposed amending the Roosevelt Road Form-Based Zoning Overlay District and amend the landscape materials, quality and maintenance requirements, relative to fences and walls associated with outdoor equipment and material storage yards.

29. Staff testified that the Village wanted to ensure appropriate enclosures are constructed for storage yards as well as appropriate landscaping to soften the appearance of the fence along the street is in place.

30. Commissioners questioned whether the Village could legislate “professional” appearance of a fence, and opted to exclude this wording in their recommendation.

Recommendation

Section 3.9.8L.7b of the Village Zoning Ordinance entitled “Fences and Walls” is recommended to be amended to read as follows:

7. Fences and Walls

- a. Where the underlying zoning establishes standards for fences and wall, the structure provisions of this Section or the underlying zoning will apply.
- b. Fences or walls may not exceed 5 feet in height ~~*except that fences and walls associated with light industrial operations (including outdoor storage facilities) may not exceed 6 feet in height and must be opaque, with a setback of 3 feet from the front walkway for the installation of vegetation (shrubs), except that an opaque fence or wall, 6 feet in height, constructed of wood or masonry materials with a finished appearance, shall be erected parallel to and set back 3 feet from the front lot line of all permitted outdoor equipment and material storage yards. The 3 foot area between the front lot line and the fence shall be landscaped and maintained with bushes or shrubs and groundcover.*~~

Section 6.4.5H of the Village Zoning Ordinance entitled "Fences and Walls" is recommended to be amended by adding new subsection (H) to read as follows:

H. Fences and Walls

Fences or walls may not exceed 5 feet in height, except that an opaque fence or wall, 6 feet in height, constructed of wood or masonry materials with a finished appearance, shall be erected parallel to and set back 3 feet from the front lot line of all permitted outdoor equipment and material storage yards. The 3 foot area between the front lot line and the fence shall be landscaped and maintained with bushes or shrubs and groundcover.

This recommendation for Amendment 6 was adopted by a 6 to 0 vote of the Plan Commission, sitting as a Zoning Commission, this 25th day of August, 2011.

Failor, Craig

From: Pat Zubak [pzubak@downtownoakpark.net]
Sent: Tuesday, July 12, 2011 9:48 AM
To: lydia@tantrvl.com; Mark Finger; Dan Finnegan; Dennis Marani; Kim Goldschmidt; Linda Sahagian; Paul Zimmermann; Nick Gambino; Dan Haley; Greenhome Experts; r.carson@edwardjones.com; Rick Crosley; Mary Jo Shuler; Daly, Loretta; Failor, Craig; Bruce, Michael
Cc: Frank Heitzman
Subject: FW: Zoning Amendments - comments

Hi all,

Don't you just love reading zoning amendments? Thanks to Loretta for forwarding them to us.

I've forwarded them to our DTOP board member and local architect, Frank Heitzman for his review. He was very helpful to DTOP when we were working on the Transit overlay district.

His comments are below – I thought I'd share them with you.

Keep in mind that he reviewed them as far as their impact to DTOP.

Pat Zubak

Executive Director
Downtown Oak Park
1010 Lake St., #114
Oak Park, IL 60301
708-383-4145 ph
708-383-4975 fax
pzubak@downtownoakpark.net
www.downtownoakpark.net

"Our mission is to create and support a thriving and vibrant business environment in downtown Oak Park."

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I agree that there is not much substantive impact in the proposed changes. (for DTOP)

The document is a little incomplete, however. For instance, their added green roof section stipulates that the roof could be "partially" covered with vegetation and soil but do not say how much "partially" means;

the term "New Developments" is also not defined.

In the new subsection "Fences and Walls" the allowed 6 foot high wall now has to have a "finished and professional" look, which is undefined. I for one would like to know how a professional wall looks.

From: Pat Zubak [mailto:pzubak@downtownoakpark.net]
Sent: Monday, July 11, 2011 12:37 PM
To: Frank Heitzman
Cc: Bob Johnson
Subject: FW: Zoning Amendments

8/26/2011

Hi Frank, I've reviewed the attached zoning amendments and they don't appear to have any meaningful effect on DTOP, except the green roof amendment, perhaps.

Because you were so helpful to our board with the Transit Overlay district, would you mind doing a quick review of this document with your experienced eyes to see if anything jumps out at you that we should discuss as a board?

Thanks so much!

Pat Zubak

Executive Director
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From: Daly, Loretta [<mailto:dalyl@oak-park.us>]

Sent: Monday, July 11, 2011 11:29 AM

To: 'lydia@tantrvl.com'; 'Mark Finger'; Dan Finnegan; 'dennis marani'; 'Goldschmidt, Edward'; 'Linda Sahagian'; Pat Zubak; 'Paul Zimmermann'; 'anthony gambino'; 'Dan Haley'; 'Maria Onesto Moran'; 'r.carson@edwardjones.com'; 'crosleystrategies@gmail.com'

Subject: Zoning Amendments

Hi Everyone....

As an ongoing effort to keep our zoning ordinances as up to date as possible, the staff will periodically request that the Plan Commission review various amendments to the zoning ordinances. I have attached the most recent set of recommended amendments that the Plan Commission will be reviewing on July 21st in a public meeting. Please review these and let either Craig Failor, Village Planner (358-5418) or I know if you have any questions or concerns.

I would encourage any and all of you to attend the meeting.

Thanks
Loretta

Loretta Daly

Business Services Manager

Village of Oak Park

(708) 358-5648

dalyl@oak-park.us

8/26/2011

Failor, Craig

From: Daly, Loretta
Sent: Friday, July 15, 2011 2:45 PM
To: 'Dan Haley'; 'Brandy Masoncup'; 'Mary Jo Schuler'; 'Tom Olis'
Cc: Failor, Craig
Subject: RE: Zoning Amendments
Attachments: zoningamendments.2011.pdf

Hi Everyone – I sent this out to the BAC group this week, but wanted to make sure that South Marion and the Ave were aware of these recommendations as one section does address the zoning/transit overlay on South Marion and OP Ave.

Thanks, just let Craig F. or I know if you have any questions.

Loretta

Loretta Daly
Business Services Manager
Village of Oak Park
(708) 358-5648
dalyl@oak-park.us

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Loretta Daly
Business Services Manager
Village of Oak Park
(708) 358-5648
dalyl@oak-park.us

Failor, Craig

From: Failor, Craig
Sent: Friday, July 15, 2011 4:02 PM
To: Daly, Loretta
Subject: RE: Zoning Amendments

Thanks
Craig

From: Daly, Loretta
Sent: Friday, July 15, 2011 2:45 PM
To: 'Dan Haley'; 'Brandy Masoncup'; 'Mary Jo Schuler'; 'Tom Olis'
Cc: Failor, Craig
Subject: RE: Zoning Amendments

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Loretta

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Thanks
Loretta

Loretta Daly
Business Services Manager
Village of Oak Park
(708) 358-5648
dalyl@oak-park.us

8/26/2011

B

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Motion to Accept the Report Of The Liquor Control Review Board To The Oak Park Village Board Regarding Proposed Revisions To The Oak Park Liquor Ordinance and Direct Staff to Prepare the Necessary Documents

Resolution or Ordinance No. _____

Date of Board Action: **September 6, 2011**

Submitted by: **Liquor Control Review Board**

Jerry Ostergaard, Chairperson

Staff Review: **Teresa Powell, Village Clerk** *TP*

Department Director Name: **Teresa Powell, Village Clerk**

Village Manager's Office: _____ *WV*

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

At their Regular Meeting of June 6, 2011, the Village Board asked the Liquor Control Review Board (LCRB) to review the Oak Park Liquor Ordinance (Chapter 3 of the Village Code) to review additional changes identified in their earlier review of the ordinance, as detailed below.

1. Move alcohol service time to 9:00 am for brunch service on Saturdays, Sundays and holidays.
2. Allow option of early closing time for full kitchen service for B-4 restaurant licensees.
3. Require Beverage Alcohol Sellers and Servers Education and Training (BASSET) for all staff selling or serving alcohol, as is already provided at most Oak Park grocery stores and some restaurants. Other Illinois municipalities, including many in Lake County, are moving in this direction.
4. Revise the D12 license to include sale of artisanal local distilled spirits.
5. Establish a new liquor license type for Bed and Breakfast facilities to provide for service of alcohol.
6. Review brew pub provisions for other Illinois municipalities and recommend any needed changes to current license options to accommodate these businesses.
7. Establish a new license type for an art gallery lounge with wine sales.

On July 12, 2011, the LCRB held a public hearing to solicit input on the proposed changes to the Liquor Code and invited input by email. Downtown Oak Park prepared a survey to their members on some of the topics covered in the above recommendation, and these were presented to the LCRB at the July 12 meeting as well. LCRB prepared recommendations to the Village Board on August 23, 2011, which are being presented on September 6, 2011.

The Office of the Village Clerk also prepared a survey of current liquor license fees in suburban communities and provided this information to the Village Board, with suggestions for possible changes to bring these license fees into line with similar communities and to reflect the staff costs for administration of revised licenses, where appropriate.

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

As with prior public hearings on liquor ordinance changes, attendance at this hearing was small, with only five attendees. Just over a dozen emails were received addressing changes. However, the DTOP survey received 835 responses from their own mailing list and from others who received the survey from business districts or through local news media (perhaps reflecting the public preference for online responses). The commentary received from the public through the DTOP survey and the public hearing were overwhelmingly supportive of proposed changes. Comments included with the survey responses also reflected unfamiliarity among many respondents with current law and, in some cases, a misunderstanding of what was being proposed.

Among those who opposed certain proposals, there was general concern that changes would lead to negative consequences in the Village. The LCRB has also recommended required Beverage Alcohol Sellers and Services Education Training (BASSET) for all sellers and servers of alcohol as a method to address these concerns and assure that alcohol sales and service would meet the high professional standards that Oak Park expects of its businesses. Larger companies and major restaurant chains already train all employees as a matter of good business, and universal BASSET training is recommended by the Illinois Liquor Control Commission (ILCC). The ILCC has noted that live group training and a three year renewal cycle are most appropriate, as well. The Oak Park Police Department is interested in providing this training, as noted in the report and supporting materials.

See attached report for recommendations.

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)

Adjustment of some liquor license fees to be comparable to other communities will offset increased administrative costs of ordinance changes, such as new license types and increased reporting requirements.

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 adopt some but not all of the recommended ordinance changes. They may wish to use other methods to address additional costs of administration.

Proposed Recommended Action:

Accept the report and direct staff to prepare the necessary documents.



**REPORT OF THE
LIQUOR CONTROL REVIEW BOARD
TO THE OAK PARK VILLAGE BOARD
REGARDING PROPOSED REVISIONS
TO THE OAK PARK LIQUOR ORDINANCE**

SEPTEMBER 6, 2011

On June 6, 2011, the Oak Park Village Board asked the Liquor Control Review Board to consider and solicit public comment on the proposal for changes to the Oak Park Liquor Ordinance (Chapter 3 of the Village Code) set forth on Exhibit A to this Report.

Interested residents and business owners were invited to comment on the recommendations that follow by attending a Public Hearing on July 12, 2011 or by submitting comments to the Village Clerk of Oak Park. Downtown Oak Park also prepared a survey about various liquor license revisions which received over 830 responses. Results of this survey were provided to the LCRB at the July 12 hearing.

In addition, as part of the general review of the liquor ordinance, staff has also compared current liquor license fees with those of other communities. As Oak Park expands options for sale of alcohol, it may be appropriate in some cases to adjust the fee requirements for such license types.

The recommendations of the Liquor Control Review Board are as follows:

BRUNCH SERVICE OF ALCOHOL

Several local restaurants have requested that beginning hours for service of alcohol as part of brunch service on Saturdays, Sundays and holidays be changed from noon (11:00 am for B class restaurants) to 9:00 a.m.

Recommendation

The LCRB recommends that the hour for beginning service of alcohol for on-premises consumption be moved from noon (11:00 am for B class restaurants) to 9:00 a.m. on Saturdays, Sundays and holidays when alcohol service is part of full-menu or special brunch menu food service.

EARLY CLOSING OF KITCHENS FOR RESTAURANTS

Several restaurants have proposed that the Village allow an early closing time for full kitchen service. This would reduce cost of fully staffing the kitchen later in the evening after the dinner hours have passed.

Recommendation

The LCRB recommends that B-4 licensees be allowed to provide for a special "late night menu" with fewer staffing demands, but that substantial food must be available at all times when alcoholic beverages are available. The LCRB also recommends retaining the current rule that alcohol service end one hour before food service ceases. Specific requirements for minimum food service as a part of the late night menu should be considered (i.e. more than chips and pretzels).

MANDATORY BASSET TRAINING FOR SELLERS AND SERVERS OF ALCOHOL

At a meeting convened by the Illinois Liquor Control Commission last fall, the ILCC presented compelling information about the need for BASSET training in all communities which issue liquor licenses. They also recommended that the local police department be involved in the training, as it has been shown to build positive relationships between the police and the local business community and has allowed trainees to share challenges and solutions for a more professional approach.

Over 100 communities in Illinois have instituted some form of mandatory BASSET training in recent years, and Oak Park currently requires that an owner or manager with BASSET training be on duty at all times when alcohol is sold.¹ However, "front-line" staff (rather than the owner or manager required to be Basset certified) are the ones who usually review IDs and provide service, and these personnel may not have the training needed to do this well.

The practice of requiring such training for all involved in the sale or service of alcohol is already required by some local businesses: major grocery chains require BASSET training for sellers and servers of alcohol and some restaurants in Oak Park and Forest Park routinely require BASSET training for staff, as it may lower the cost of dram shop insurance, produces a more confident and professional work force and helps assure customers a more pleasant experience.

Most communities implement such a program over a period of time and require renewal of training every three years. Some communities, such as Hanover Park, ban online training and mandate face-to-face training to assure that each trainee is doing his own work and to assure the benefits of group training.

The estimated cost for each person to become BASSET certified is expected to be between \$20 and \$50. This cost may be reduced to the extent the Oak Park Police Department is willing and able to provide training sessions at a reduced price.

The Oak Park Police Department has expressed willingness to provide training for local sellers and servers and is currently exploring methods to roll this program out to local businesses. Some communities actually bring the training to staff on location, and this may be an option, especially during an initial roll-out period.

Recommendation

The LCRB recommends that all sellers and servers of alcohol, including staff (bartenders, wait persons, etc.) at restaurants holding Class A, B, C and D liquor licenses permitting sale of alcoholic beverages for on-premises consumption or package sale be required to be BASSET certified. In addition, all E-1 license holders shall have a BASSET certified supervisor or server at all special events where alcoholic beverages are served. The LCRB also recommends that initial implementation of this requirement be phased-in over a 6-

¹ Training covers issues related to verification of IDs and avoiding over-service of alcohol and the associated risk to businesses. More details about BASSET training are included in attachment ____.

month period to reduce any burdens on the licensees and that the Oak Park Police Department participate in the initial implementation by providing BASSET training courses for existing sellers and servers that need to become BASSET certified in connection with implementation.

NEW LICENSE TYPES

Over the past 30 years the Village has evolved from a dry community with few restaurant options to one in which a vibrant diversity of options is available and package liquor is available within a broader retail operation. Rules regulating sale and service have broadened over the past 30 years to allow for the evolving expectations of the public while still maintaining the primacy of food service at restaurants and overall retail for package sales.

It has been the consistent practice of the Village of Oak Park to develop new license types only when a prospective applicant can work with the Liquor Control Review Board (LCRB) to develop a proposal that is workable for the applicant and in line with apparent community expectations about appropriate practices in our community. Each current license type evolved from an earlier one.

A recent example of crafting a new license type in consultation with business applicants is the D-11 license type, which was approved in July, 2011, to allow issuance of a license to non-profit theater companies for service of alcohol in connection with live theater productions. Thirty years ago this was unheard of in most American theaters, but today it is a common practice in Chicago and many other cities. Applicants appeared before the LCRB to explain their rationale for requesting such a license and subsequently provided feedback to staff in preparation of specific recommendations for this license type, which was approved by the Village Board on July 18, 2011. Applicants are now in process of completing requirements to secure a D-11 license for their operations.

In the specific case of any proposed microbrewery or brew pub, such an operation may also require establishment of a new zoning category for light industry, since this type of operation requires manufacture of beer. This license type does not currently exist in Oak Park and would require consideration of a location that would be appropriate for light industrial zoning. Such an operation will necessarily need to plan for time to secure this needed zoning approval. The service of alcohol for on premises consumption would likely fit within one of the existing B-class licenses.

In the specific case of any art gallery that proposes a lounge with sale of wine or other alcohol for on-premises consumption (without service of food, as is required of other licensees), the LCRB and Village Counsel will need to review the specific proposal, seek input from the community and make further recommendations to the Village Board.

In the specific case of any bed and breakfast that proposes to serve alcohol for on-premises consumption, we note that, because bed and breakfast operations are located in residential areas, special care must be taken to assure that consideration of any liquor license be limited to guests staying at the bed and breakfast but not extended to others. A bed and breakfast guest is defined as a person or persons staying in a bed and breakfast guest unit overnight, with service of food limited to breakfast only. Given these limitations, a liquor

license associated with breakfast may be considered upon application by a bed and breakfast operator provided service of alcohol is confined to service in connection with the breakfast meal.

Applicants for new license types should understand that the LCRB will need to review and propose such revisions to the Village Board for approval before an application can be submitted for consideration and should plan to contact the LCRB as early as possible in the business plan development process so that Board approval can proceed where appropriate and allow the applicant to secure a license in a timely manner.

Recommendation:

The LCRB recommends that any new license types for a microbrewery, brew pub, art gallery lounge, bed and breakfast or other new license type be considered based on a specific proposal by an interested applicant and brought before the LCRB and Village Board for consideration. In many cases new businesses fit within a current license type; in other cases a current license type may be modified to create a new license type that accommodates a broader or different license option.

If a new license type is required, this process may take three to four months or more, depending on the nature of the application and the meeting schedule of the LCRB and the Village Board, and prospective business owners should be advised to begin the process as early as possible in their business development. The LCRB and Village staff have a long history of working cooperatively with applicants seeking new license types.

RECOMMENDATIONS FOR SPECIFIC ORDINANCE CHANGES

D12 LICENSE EXPANSION

The current holder of a D12 license has requested that it be permitted to sell artisanal local distilled spirits pursuant to its D12 license.

Recommendation:

The LCRB recommends that the Law Department review this request and determine if the proposed addition should be narrowly defined and limited as proposed, and if so, how this might be administered. The LCRB also requests that the Law Department inform the LCRB of any concerns that might be raised by inclusion of this additional type of package liquor sales by this type of combined restaurant and package liquor sales operation.

"ANYWHERE" LIQUOR SERVICE FOR A-2 LICENSEES

On July 18, 2011, B-4 restaurant licenses were expanded to include service of alcohol without food anywhere on the licensed premises where food is also available, as designated by management. Since that time, the holder of an A-2 license (Hotel Restaurant) expressed concerns that same expansion should apply with respect to the A-2 license type.

Recommendation

The LCRB recommends that this same "anywhere" provision that currently exists under the B-4 license be added to the A-2 license.

RECOMMENDATIONS FOR LIQUOR LICENSE FEE ADJUSTMENTS

See attached license fee schedule comparison.

PROPOSALS FOR CONSIDERATION BY THE LIQUOR CONTROL REVIEW BOARD

1. Move alcohol service time to 9:00 am for brunch service on Saturdays, Sundays and holidays.
2. Allow option of early closing time for full kitchen service for B-4 restaurant licensees.
3. Require Beverage Alcohol Sellers and Servers Education and Training (BASSET) for all staff selling or serving alcohol, as is already provided at most Oak Park grocery stores and some restaurants. Other Illinois municipalities, including many in Lake County, are moving in this direction.
4. Revise the D12 license to include sale of artisanal local distilled spirits.
5. Establish a new liquor license type for Bed and Breakfast facilities to provide for service of alcohol.
6. Review brew pub provisions for other Illinois municipalities and recommend any needed changes to current license options to accommodate these businesses.
7. Establish a new license type for an art gallery lounge with wine sales.

COMPARISON OF OAK PARK LIQUOR LICENSE FEES TO OTHER COMMUNITIES

	Oak Park	Chicago	Evanston	Cicero	Berwyn	Forest Pk	Elmwood Pk	Maywood	Arl Hts.	Glen Ellyn	Naperville
HOTEL/CATERING											
A-1/A-2 Hotel	\$3,025	\$4,400	\$8,000	\$3,000	N/A	N/A	N/A	N/A	N/A	\$4,000	\$2,400
A-3 Catering Hall	\$1,000	\$2,200	\$1,800	\$1,625	\$900	N/A	N/A	N/A	\$4,600	\$2,500	N/A
A-4 Catered Events	\$1,500	\$4,400	\$2,800	\$2,000	\$1,725	N/A	N/A	\$1,000	N/A	\$350	\$1,000
RESTAURANTS (B CLASS)											
B-1 Restaurant/Liquor	\$2,000	\$4,400	\$2,800	\$3,000	\$1,350	\$1,600	\$1,500	\$2,100	\$3,800	\$2,800	N/A
B-2 Restaurant/Beer/Wine	\$1,000	\$4,400	\$1,800	\$3,000	\$1,050	\$1,300	N/A	\$1,600	\$2,700	\$1,500	\$1,650
B-4 Restaurant/Lounge	\$2,500	\$4,400	N/A	\$3,000	\$1,900	N/A	N/A	N/A	N/A	\$4,000	\$2,100
PACKAGE/RETAIL											
C-1 in Grocery/retail store	\$2,500	\$4,400	\$5,000/ \$11,500 \$3,300/	\$3,500	\$1,900	\$1,800	N/A	\$10,000	\$3,700	\$2,000	\$1,700
C-Package (beer/wine)	\$2,500	\$4,400	\$5,000	\$3,500	\$1,250	\$1,300	N/A	\$2,500	\$2,700	\$2,350	\$2,000
MISCELLANEOUS											
D-1, 2 or 3 Club License	\$750/\$1500	\$1,100	\$1,800	\$1,000	\$900	\$250	\$550	\$1,250	\$650	N/A	\$300
D-8 Park District	N/A	N/A	N/A	N/A	\$900	N/A	N/A	N/A	N/A	\$260	N/A
D-11 NFP Theater beer/wine	\$500	N/A	\$1,300	N/A	N/A	N/A	N/A	N/A	\$200	\$1,500	\$500
D-12 Market Cafe: wine/beer	\$2,500	N/A	\$7,500	\$4,000	\$1,900	N/A	N/A	N/A	\$4,000	N/A	N/A
E-1 Special Event	\$15	N/A	\$100	\$65	N/A	N/A	\$30	\$75/\$125	\$25/\$65	N/A	\$25
OTHER AUXILIARY CATEGORIES with other License (NOT IN CURRENT CODE)											
Outdoor Patio	N/A	\$1,760	N/A	N/A	N/A	\$150	N/A	\$300	N/A	\$250	\$300
Restaurant entertainment	N/A	N/A	N/A	\$3,500	\$2,500	N/A	N/A	N/A	N/A	\$2,500	N/A
Late Hours	N/A	\$6,000	\$8,000	N/A	N/A	N/A	N/A	N/A	\$2,600	N/A	N/A
Microbrew pubs (with other license)	NA		\$7,500	N/A	N/A	N/A	N/A	N/A	\$300	N/A	\$500

BASSET Beverage Alcohol Safety Service Educational Training (BASSET)
Proposal To Oak Park Liquor Control Commission

At the direction of the Oak Park Village Board, the Oak Park Liquor Control Review Board is reviewing the liquor ordinance to determine any recommended changes. Village Clerk Teresa Powell and Liquor Board member Victoria Scaman attended a training session in Des Plaines sponsored by the Illinois Liquor Control Commission. Presentations were made by municipal and state officials on various aspects of liquor licensing issues.

Over 100 communities in Illinois currently require some type of BASSET training. Following several serious incidents in Lake County involving alcohol, a county-wide effort was launched to encourage all municipalities to adopt BASSET training as a way to reduce incidents of this type.

Among the recommendations at this meeting was that Beverage Alcohol Safety Service Educational Training (BASSET) be required for all servers or sellers of alcohol, not just owners and managers, as is now the case in Oak Park. While Oak Park does require a BASSET certified manager/owner be present at all times when alcohol is being served, those asking for IDs and dealing with over-consumption of alcohol are not required to have this training. Naperville and Fox River Grove officials discussed their strategies for implementing this requirement and the impact it has had in their communities.

The Law Review Committee has asked us to provide information on the pros and cons of such a requirement and how it might be implemented. Locally, many businesses which are part of larger chains already mandate training for all staff involved in sale of alcohol as a sound business practice.

PROS

The BASSET program covers five topic areas in great detail: The physical properties of alcohol, intervention and prevention techniques, how to properly check identification cards and drivers licenses, and lastly, state, local laws regarding alcohol service, and Dram Shop liability.

The goals and objectives of the BASSET Program are:

1. Train and educate sellers and servers to engage in responsible alcohol service;
2. Spot signs of intoxication and utilize various intervention techniques;
3. Prevent DUIs and alcohol-related fatalities;
4. Stop underage sales and underage drinking;
5. Create safer communities and establishments where alcohol is served;
6. Educate owners, managers and staff on dram shop insurance, state laws, and local ordinances regarding alcohol service.

Other benefits to our community:

- 1) If offered by the local police department, it can build relationships between local police and those in the community who are expected to enforce the law. This has been a real benefit in other communities which have implemented police-based training. In some communities the police department has met with restaurant staff onsite (during a time when the restaurant is closed) to further facilitate the process.
- 2) Employees with this training will have an "edge" in seeking employment locally and in other communities.
- 3) Businesses with trained staff may receive discounts on dram shop insurance.

BASSET Beverage Alcohol Safety Service Educational Training (BASSET)
Proposal To Oak Park Liquor Control Commission

CONS

- 1) The cost to businesses for training, including staff time, has been raised as a concern.

Business owners who have commented on this proposal do not see the requirement as a burden. The cost of the book is \$17 per participant. The Village might offer training to the initial group at the cost of materials, with the Village subsidizing training costs, during the implementation period.

- 2) Staff turnover may make it hard for businesses to quickly comply with training requirements.

It is common for municipalities to offer an extended implementation process and several months for new staff to be trained to allow for reasonable compliance.

- 3) Police staff time for training is raised as an issue. In some communities live training is required to avoid the possibility that someone would "take" the training online for another person.

The one-time cost to a community to train and license two trainers is approximately \$1000. Local police departments have found it desirable to offer group classes for maximum effectiveness. The Oak Park Police Department has expressed a desire to provide this training for local businesses if this ordinance is approved.

Examples of Effectiveness of BASSET training

- 1) In a study funded by the federal government and General Motors, BASSET training was proven effective at preventing intoxication. Half of the servers in two establishments were trained. Researchers then attempted to become intoxicated in those establishments. Almost 50% of those served by a non certified server reached a BAC of .10, above the legal limit for driving. None of the researchers served by trained servers became intoxicated.
- 2) A national restaurant chain had incurred more than \$100,000 in ABC fines in the northeast region. The Regional Manager implemented BASSET training throughout the region. In the next 12-month period there was a violation in only one restaurant: the sole restaurant that was not trained.

IMPLEMENTATION STRATEGY OPTIONS

POLICE TRAINING

Fox River Grove has opted to offer training at no charge through the local police department. This investment has built relationships with local businesses which serve alcohol with benefits in reduction in accidents and improved overall enforcement of liquor laws.

The Oak Park Police Department has expressed interest in offering a similar program. With an officer available to offer training, costs could be limited to materials for the course. It has been suggested that training might be offered "on site" at local restaurants to quickly get all employees trained in the initial implementation of the program.

BASSET Beverage Alcohol Safety Service Educational Training (BASSET)
Proposal To Oak Park Liquor Control Commission

EXTERNAL COURSES

Currently, owners and managers of businesses holding a liquor license in Oak Park must have BASSET training. Most opt to take the training online through one of several online training services. This training typically takes about three or four hours. Training courses are offered through Triton College and from other colleges and for-profit schools. The cost of courses can vary from about \$50 to several hundred. As noted earlier, the online option is least desirable because of the lack of interaction and shared information of group training, as well as the possibility of someone taking the course for another person.

TIME FRAME

During the initial implementation, communities have given businesses a year or more to come into compliance with the requirement. This could be coordinated with license renewal, extending the program over a year or more.

The Illinois Liquor Control Commission and others who have implemented a universal program recommend a three year renewal cycle to allow re a periodic refresher course.

To recognize the challenges of getting new staff trained, new employees could have 60 to 90 days to complete training during regularly scheduled sessions through the police department. During this period before certification, additional supervision from management regarding ID requirements and other issues can provide needed compliance.

D

Report on Flooding from July 2011

I. A Short History of Oak Parks Sewer System and Initiatives Taken Throughout the Years.

The Village of Oak Park's first sewer system began being installed back in 1886 and was expanded upon until the Village was virtually built out by 1930. The local sewer system which was constructed at the time quickly became strained beyond its capacity. Flooding was a regular occurrence in most of the Village. After the Great Depression, major public works initiatives made their way to Oak Park resulting in the construction of a major trunk sewer down East Avenue. This line, which serves roughly 50% of the Village, tied directly into the sanitary district tunnel at Roosevelt Road was completed by 1937. Despite this effort, flooding continued in many parts of the Village, primarily in the northern sections.

In 1948 the first study was conducted of the overall sewer system and determined significant improvements were still needed to provide a 5 year storm level of protection against basement back ups. Basically this level of protection is quite typical for urbanized areas of this type. The study at the time noted that lack of capacity was the most critical problem. Major sewer improvements were first started in the Village almost 20 years later, in 1967, when additional capacity became available via a new Sanitary District Interceptor Sewer along Lombard Avenue. The Village took advantage of this capacity by constructing a system of relief sewers throughout town to connect to the new Interceptor. These steps appeared to solve the majority of drainage issues in many areas of the Village for a number of years. It should be noted that the Sanitary Districts Interceptor Sewer System serves not only Oak Park but also Berwyn, Cicero and portions of Chicago.

Following a significant rainfall event in 1993 that resulted in many homes getting basement back-up, the Village decided to have another study conducted of the sewer system. The study was completed in 1994 and pointed out that many of the similar issues surrounding capacity still existed. It was found that significant investments in large diameter sewers in the Village would provide little in the way of relief from basement back-ups in major storm events. A number of recommendations came from the study and resulted in major initiatives being taken by the Village. These included making major investments in local sewer improvements, installing inlet restrictors along impacted blocks, cleaning and inspecting sewers regularly, and suggesting downspout disconnections and overhead sewers in impacted areas. Improvements to a number of the streets impacted by flooding started immediately in the following years from 1995-1997.

In 1997 a major Capital Improvement Program was developed by a Board appointed task force. This Program helped to continue funding local sewer improvements. Since the adoption of this Program, an average of \$1.5 million has been invested in local sewer upgrades throughout the Village annually. Over \$20 million has been invested in local sewers since the last sewer study was done in 1994.

The Village's sewer system has the capacity, on average, for a 5-10 year storm. The Village's sewer system discharges to the Metropolitan Water Reclamation District's (MWRD) interceptor sewer system, which shares a similar capacity. These large interceptor sewers, then flow into the District's Stickney Water Treatment Plant located at Austin and Pershing. The MWRD sewers limit the Village's ability to readily increase the overall capacity of our sewer system.

Almost all of the homes in Oak Park were built with sewer systems whereby the house lines run directly to the main sewer in the street by gravity with no sewer backflow protection. Many homes have all their drain lines, including the downspouts, connected to their sewer system. Basement sewer backups occur when the Village's sewer system fills up beyond its capacity and overflows into basements, or when individual homeowner's sewer lines have blockages that prevent their own sewage and rainwater from making it to the Village's sewer system.

Despite all the efforts made in sewer improvements in Oak Park, roughly 15% of the Village remains susceptible to basement back ups during heavy rainfall events. Even if the Village were to make huge investments in larger trunk sewers, the capacity of the system would continue to be the primary issue.

II. Summary of July 23rd event

In the early hours of Saturday, July 23rd, the Chicagoland area was hit with severe thunderstorms and rain. The Village's weather service reported 4.92 inches of rain during the morning period. The Central Water Pumping station recorded 4.35 inches over a three hour period. This is compared to over 8 inches of rain at O'Hare airport. Staff received reports from residents of north Oak Park of having over 7 inches of rain. The Village's weather service provided a summary of the storm and is included as Attachment 1.

The intensity of this rainstorm equated to approximately a 50-year rain event. Similarly, in July 2010, the Village experienced a 100-year rain event. These types of storms have impacts to both the Village's sewer system as well as individual home sewer systems.

Oak Park is fortunate in that it is not impacted by flooding from creeks or rivers. The nearest floodplain is the Des Plaines River floodplain located in the Village of River Forest at Keystone Avenue and Chicago Avenue (Attachment 2).

While there were widespread sewer backups in the Village, the northeast and north central areas seemed to be hardest hit. Included, as Attachment 3, is a map of the locations of flood reports phoned into the Public Works Department. This map also shows those homeowners who filled out the Cook County Department of Homeland Security & Emergency Management Data Collection Questionnaire for the July storm.

III. Outreach to Citizens

Public Works and Engineering staff attended the August 1, 2011 Village Board meeting and met with residents who were in attendance who had concerns about the recent flooding.

Staff also attended a public meeting in August in Zone 1 to discuss the flooding with residents. Approximately 60 residents were in attendance at the meeting where information on the storm and the Village's sewer system was readily shared. A similar meeting will be conducted in Zone 2 on Tuesday, September 6th.

Many of the residents have asked if any assistance could be provided to help defray costs of improvements made to their own sewer systems to help prevent flooding in the future. Residents also want to know what the Village is doing and going to do to improve the sewer capacity of the Village's sewers.

IV. Steps Taken Since the Storm Event and Proposed Next Steps

The following is a summary of action items completed and the proposed next steps:

1. Efforts have been made to provide assistance in removing flood damaged debris from properties. Waste Management, the Village's refuse contractor has provided additional equipment and manpower to pick up materials left out by residents (Attachment 4).
2. The Village Manager's office along with the Communication Department have put out bulletins with information and collected names and addresses of properties impacted in an effort to address peoples concerns. A special section of the Village's website has been set up to provide basic information as well as links to other places to help residents deal with the flooding (Attachments 5 & 6).

3. Engineering staff contacted MWH Consulting Engineers, the firm that conducted the Village wide sewer study in 1994, to begin discussing ways to update the study and look at the areas impacted by flooding. The MWH proposal includes the following tasks and is Attachment 7:

- i. Data Collection, including discussion of the project goals and objectives.
- ii. Review of previous floods and sewer system studies.
- iii. Assess factors contributing to local flooding problems.
- iv. Develop initial "Quick Win" improvements.
- v. Evaluate external funding/support programs through agencies such as FEMA.
- vi. Develop a recommended action plan.

The schedule to complete this work is late October 2011. The fee from MWH for this work is \$22,142.00. Funds are available in the current Sewer Fund budget from a savings from the recently awarded improvements project.

Upon receipt of the MWH report, it can be determined if it is necessary to move forward with additional study. One consideration of additional study may be to create a computer model of the sewer system. Many new tools have been developed to better model sewer systems. These models can then be used to evaluate the Village's sewer system and develop and test improvement alternatives. The sewer model will allow the Village to investigate various scenarios of public improvement projects to determine potential flooding protection benefits.

4. Work already planned and budgeted for in 2011 is televising sewers. As a start, Engineering staff has enlisted the assistance of National Power Rodding to begin video inspections of sewers which serve the impacted neighborhoods (locations shown on Attachment 7). After an initial review of the sewer televising, it is believed that there were no defects that were a major contribution to the sewer backups. Staff will follow up on any necessary work.

A larger scope video inspection project is being put out for bid for consideration by the Board in early October 2011.

In 1998 all sewers, not including major trunk lines, were televised. This served as a basis for sewer improvement projects. Since that time,

televising of sewers has been focused on streets that were part of the Capital Improvements Program.

5. Public Works, Water & Sewer Division staff is working on a related sewer inspection program on the 800 block of N. Harvey. In the past year, five sink holes have been identified on this block. The sink holes are a result of part of the sewer lateral in the street separating. Residents of this block have been notified by letter that the Village will be televising sewer laterals to inspect the service in the street and connection at the sewer main. (Attachment 8).
6. A number of staff members, including the Village Manager, Director of Public Works and Village Engineer toured the Metropolitan Water Reclamation District (MWRD) Stickney Treatment Plant and Hodgkins Deep Tunnel Pumping facilities. The tour was aimed at obtaining information on the overall regional system and its ability to deal with major storm events. According to MWRD their system worked as expected during the July storm. The Stickney plant, where Oak Park sewage flows, during the July event was operating at full capacity. Storm flows were diverted to two deep tunnels. The deep tunnels act as reservoirs for the storm flows during heavy rains. The deep tunnels are primarily pollution control structures and do not provide any capacity benefit to their plant operation or to Oak Park. Even with the deep tunnels filling, the 200+ combined sewer overflows were active and dumping sewage into the tributaries.

MWRD Operations Manager, Reed Dring, reported that they were aware of sewer backups in communities, including Chicago, that flow into the Stickney plant. Oak Park staff is also aware the communities River Forest, Elmwood Park, Forest Park, and Berwyn also experienced sewer backups. MWRD advised that they had inspected the main sewer that drains Oak Park last year and there were no problems or defects found.

7. Staff researched what types of sewer backflow protection reimbursement programs other communities have made available (Attachment 10). Many communities have found that these types of reimbursement programs are a cost effective way to address the sewer backup problem in lieu of spending a significant amount of money to install larger sewers that will not give the same protection. Staff is analyzing the possible costs of a program for consideration in the 2012 budget for partial funding of private property sewer backup protection. The details and amounts for reimbursement will need to be worked out.

The two most common types of protection methods are the installation of a backflow protection valve on the homeowners sewer line and the installation of overhead sewers. The overhead sewer installation provides the best level of protection and there is less maintenance required.

Staff will also work with the Village's Communications Department to develop a video showing the various types of backflow protection.

8. Staff researched applicable FEMA funding programs and will contact various consulting firms to develop budgetary cost estimates for creating a Multi Hazard Mitigation Plan (MHMP) in advance of a Cook County MHMP which will most likely take several years to complete. The adoption of a MHMP by Oak Park will qualify the Village for potential FEMA funding of Village projects that could reduce the cause of sewer backup occurrences.

Staff will also be reviewing the merits of becoming a member of the National Flood Insurance Program. Oak Park is currently not a member since the community is not located within a flood plain and the benefits may be minimal or non existent.

9. MWRD has an ongoing program for the purchase of Rain Barrels. Staff will make this program known to residents through the OP/FYI and other Village media (Attachment 11).

V. Summary

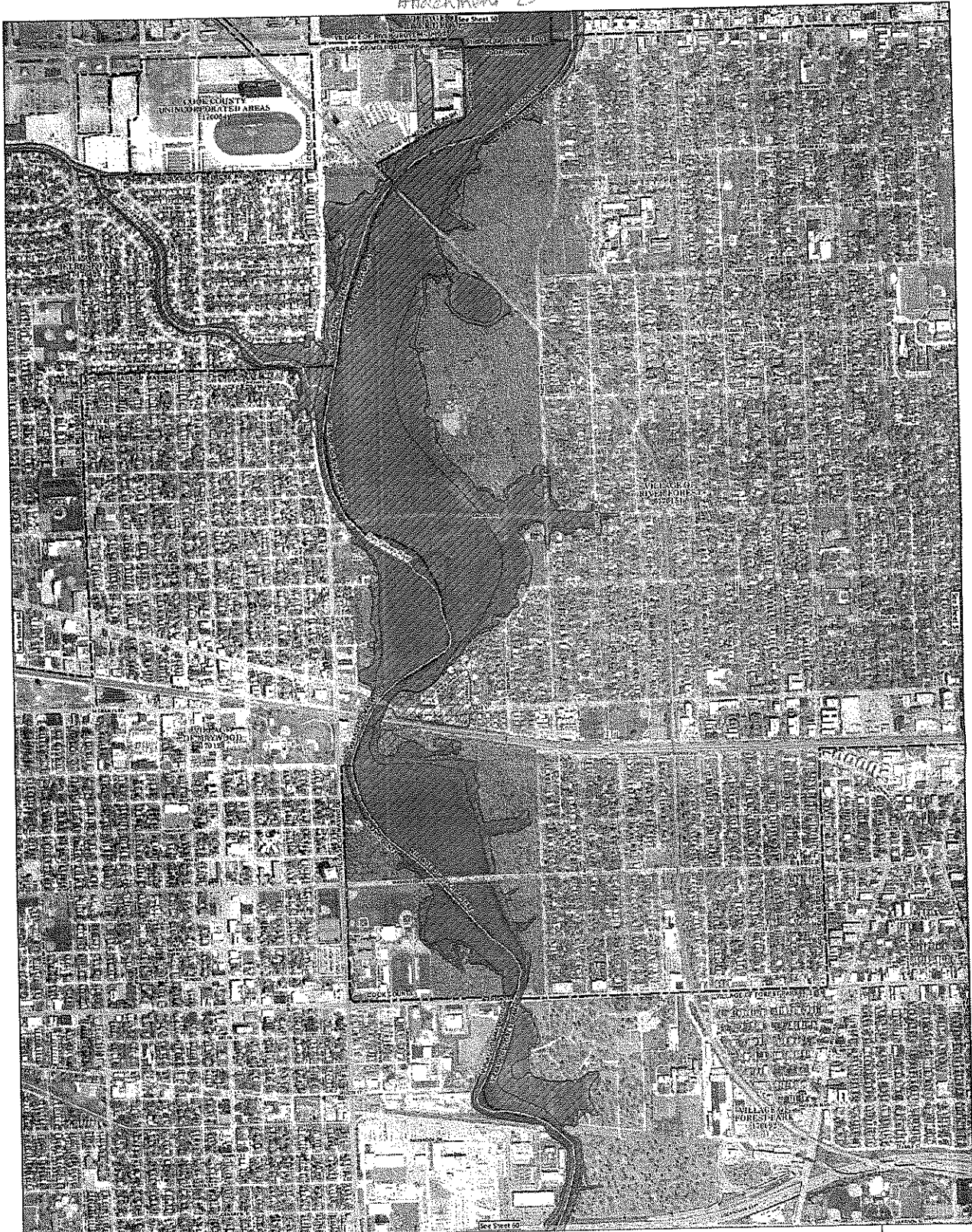
Beyond adhering to annual maintenance, inspection and repair policies, the alternatives to mitigate future flooding range from installing large relief sewers to developing assistance programs to help individual property owners install flood protection. While extremely expensive, the installation of large relief sewers may help to provide some level of protection, however there will continue to be storm events that will continue to impact individual properties. An alternative solution for the areas most heavily impacted would be threefold approach. This would include: downspout disconnections; street inlet restriction; and installation of overhead sewers and/or sewer line check valves.

Public Works staff will continue to work with the Village Managers Office and Finance Department in developing proposals for programs/projects to address the flooding issues.








Attachment 1

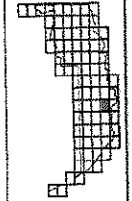
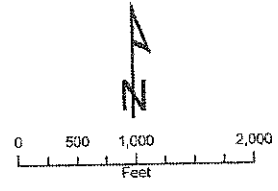
MONTHLY O'HARE AIRPORT CLIMATIC DATA FOR JULY 2011


DAY	MAX	MIN	PRECIP	PREAK WIND	REMARKS
1	89	72	NONE	SE 39	Showers and storms clipped eastern Lake, Cook, Will and Kankakee Counties till 2-4pm. storms produced 1 inch hail in Chicago am. Dpa t, mdw .01
2	94	71	NONE	NE 28	Severe thunderstorm watch issued for Will and Grundy Counties 2:50pm to 5:01pm brief shower near the loop late afternoon
3	84	69	NONE	NE 24	PARTLY CLOUDY
4	89	65	NONE	NE 24	MOSTLY SUNNY
5	91	60	NONE	W 20	Sprinkles Rockford to Lake County prior to midnight rft t, ugn t
6	86	70	TRACE	NE 30	Scattered light showers and sprinkles prior to 3am. isolated light showers developed 12-2pm eastern DuPage/southwest Cook and it shriveled up evening. Evening showers Rfd to to western Kane. Rfd t, ugn t
7	82	63	TRACE	ME 26	Light showers 4-5am arr .16, mdw .02, dpa .20
8	86	61	NONE	NE 26	SUNNY
9	90	61	NONE	S 28	MOSTLY SUNNY
10	91	74	TRACE	NE 29	areas of showers and storms weakened as they moved into and across Portions of the local area late afternoon and early evening. Rfd t, dpa t, arr .01, mdw t
11	88	71	.39	NW 63	Severe thunderstorm watch 5:38am to 9:46am severe storms moved Through the area with 60-80 mph winds, knocking down trees, limbs, power lines and causing roof damage. Rfd .10, dpa .46, Arr .55, pwk .37
12	87	70	.01	NE 24	area of light showers passed through 7-10pm rfd t, mdw .04, dpa .04 Arr .04, pwk t
13	74	63	NONE	W 29	AM CLOUDS, THEN PARTLY SUNNY
14	82	59	NONE	E 25	Partly sunny
15	87	70	TRACE	E 24	SPRINKLES 2-4AM RFD T
16	89	71	TRACE	N 16	Sprinkles and light showers am rfd .04, arr t, ugn t, dpa .01
17	95	69	NONE	SW 18	MOSTLY SUNNY
18	92	80	.01	W 28	areas of light showers moved through at times between 2am and noon Rfd .05, arr .17, dpa .04, ugn .01, pwk trace
19	93	78	NONE	E 24	PARTLY TO MOSTLY SUNNY
20	99	73	.02	SW 29	RFD HIT 100 for the 2 nd straight day, 1 st time this has happened Since 1988. storms moved thru north burbs 2-4am ord .02, pwk .12, ugn .33
21	99	75	.02	NW 31	light showers 11pm to midnight
22	88	70	1.55	NE 47	Showers and storms moved through in a couple of bands between 12am and 3am and then 9am to noon. Then 2 nd band produced torrential downpours in spots. More showers and storms moved Backing after 11pm. rfd .75 dpa .75, ugn 3.42, pwk 2.44, arr .49,
23	87	70	6.86	NE 37	record rainfall. Area of showers and storms produced torrential Downpours from eastern Kane County to Cook County. Flash flood warnings were issued for these areas as 2.5 to 8 inches of rain Fell. Rain came down at a rate of 2-3 inches per hour in spots. Elk Grove 5.95 (2 day total 7.17) Wheeling 4.84, winds gusted In storms 35-55mph storms diminished to light rain 9-10am with last of the rainfall ending around 1pm rfd .72, dpa 1.91,
24	87	72	.18	S 35	Showers and storms Sugar Grove to Plainfield to Joliet up to 2 nd Pr rain 12-1am. Showers and storms till mid am. Rfd .80, arr 2.41, dpa .10, pwk .02, ugn .01
25	88	72	NONE	NE 23	mostly sunny
26	83	71	NONE	NE 30	Mostly sunny.
27	88	68	NONE	SW 17	Flash flood watch issued 4pm thru 7-28 tornado watch 7:45pm to

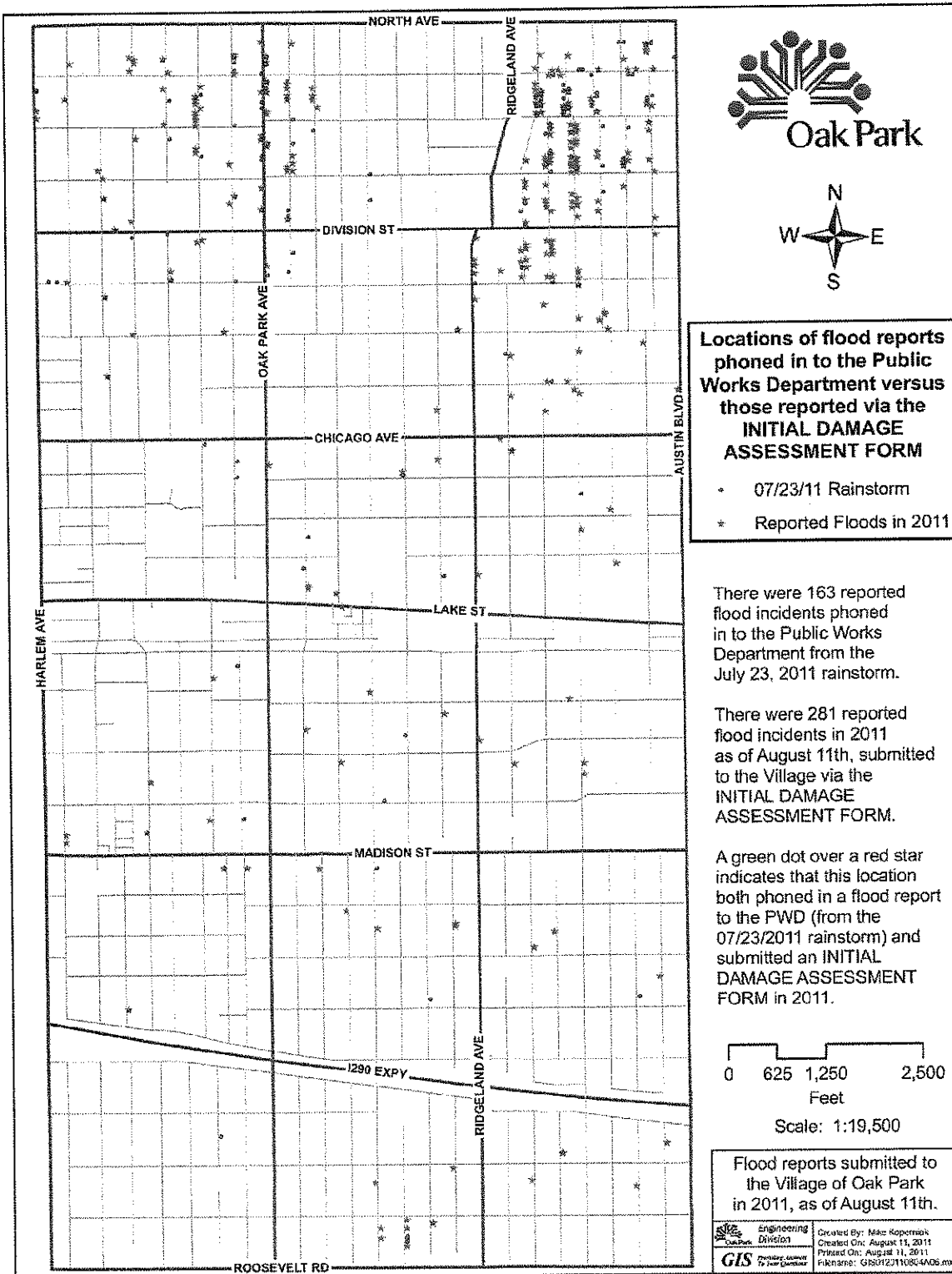


Legend

-  DWP 100-yr Inundation Area
-  Lower Des Plaines River Watershed Study Area
- FEMA Floodplain**
-  Zone A, AH and AO
-  Zone AE
-  DWP River/Streams
-  Municipal Boundary
-  County Boundary



	CLIENT: METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO	TITLE: COMPARISON OF DWP 100-YR INUNDATION MAPPING AND FEMA EFFECTIVE FIRM LOWER DES PLAINES RIVER WATERSHED	PROJ. 080043
	CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (647) 823-0500	DATE - TIME: 11/20/2009 - 11:29:15 PM	DATE - TIME: 11/20/2009 - 11:29:15 PM
	FILE NAME: 17031CD385J_112009_112915.DWG	USER: DWB	DRAWING NO. APPENDIX A
	DATE: 11/20/2009	TIME: 11:29:15 PM	SCALE: 1" = 100'
	PROJECT: 17031CD385J	DESIGNER: DWB	CHECKER: DWB
	DATE: 11/20/2009	TIME: 11:29:15 PM	SCALE: 1" = 100'
	PROJECT: 17031CD385J	DESIGNER: DWB	CHECKER: DWB



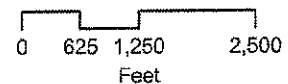
Locations of flood reports phoned in to the Public Works Department versus those reported via the INITIAL DAMAGE ASSESSMENT FORM

- 07/23/11 Rainstorm
- * Reported Floods in 2011

There were 163 reported flood incidents phoned in to the Public Works Department from the July 23, 2011 rainstorm.

There were 281 reported flood incidents in 2011 as of August 11th, submitted to the Village via the INITIAL DAMAGE ASSESSMENT FORM.

A green dot over a red star indicates that this location both phoned in a flood report to the PWD (from the 07/23/2011 rainstorm) and submitted an INITIAL DAMAGE ASSESSMENT FORM in 2011.



Scale: 1:19,500

Flood reports submitted to the Village of Oak Park in 2011, as of August 11th.

<p>Engineering Division Created By: Mike Kopermak Created On: August 11, 2011 Printed On: August 11, 2011 Filename: GIS012110804A06.mxd</p>



Public Works Fact Sheet

phone: 708.358.5700 e-mail: publicworks@oak-park.us

Removing Flood-Damaged Debris

Guidelines for efficient service

When severe weather causes flooding, the Village of Oak Park's private waste hauler will collect debris that exceeds what will fit in the standard cart. The pink stickers typically required for excess refuse are not required under these conditions. However, residents must follow these guidelines to have flood-damaged refuse removed at no additional charge:

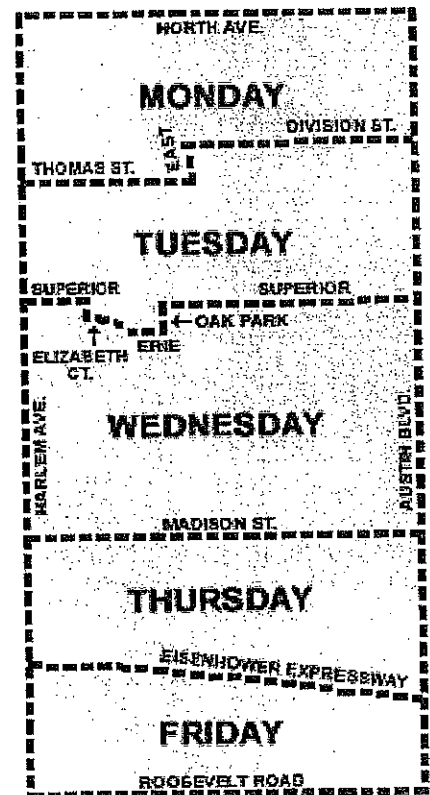
- Place items in the regular collection areas.
- Use plastic bags for smaller items. However, each bag should hold no more than 32 gallons and not weigh more than 50 pounds.
- Cut and roll damaged carpeting. Each roll of carpeting must not weigh more than 50 pounds. Rolls should be no longer than four feet long, folded over.
- Discarded furniture, hot water tanks that can be handled by one person and other items not weighing more than 50 pounds may be placed out for collection as well.

Other things to consider

- Each waster hauler truck has only the driver, who must pick up large amounts of debris and lift it into the truck alone.
- It may take some time for collections to be made -- especially if flooding is widespread throughout the area and additional trucks are not available.
- Trucks fill up quickly when there are large amounts of debris to collect, so it may take time for all collections to be made.
- Haulers prefer to stay on the regular schedule, which means flood-damaged goods may not be picked up until your regular collection days.

Let the Village know of your situation

Contact the Public Works Department to report any flood-damaged debris set out for collection. The Village works with its waster hauler to make sure all extra debris is collected as quickly and efficiently as possible. The Village also maps flooded locations to watch for trends or make reports to government agencies, such as the Federal Emergency Management Association. Just call 708.358.5700 or e-mail publicworks@oak-park.us.



Regular Collection Schedule



Public Works Fact Sheet

phone: 708.358.5700 e-mail: publicworks@oak-park.us

Reducing Basement Flooding/Sewer Back ups

Prevention is the key

Understanding the sewer system

The Village's sewer system is designed to match the capacity of the Metropolitan Water Reclamation District (MWRD) system, which serves the region. Since the Oak Park sewer system connects directly to the MWRD system, the maximum capacity of the Village municipal sewer system is limited to the capacity of the MWRD system. When rainfall exceeds the capacity of both the Oak Park and MWRD systems, localized flooding and sewer back ups are likely in some homes in the community. The impact of heavy rainfall is especially problematic in the northeast quadrant of the Village because this is the lowest point in the community.

Why the Back ups occur

Almost all the homes in Oak Park were built with gravity sewer systems. This means the house sewer lines, which typically are only four-to-six inches in diameter, run directly into the main sewer in the street. Many homes also have all internal drain lines from toilets, sinks and other fixtures, as well as gutter downspouts, connected to their sewer system, which leads to the main system in the street. When the main sewer line in the street is full, the flow of house sewer lines into the main sewer line is greatly diminished. As rainfall levels exceed the municipal system capacity, the sewer lines cannot handle the additional loads from downspouts and water use inside the home, sometimes causing them to back up into the house.

Reducing the chances of a back up

Steps can be taken to reduce the chances of a sewer back up in the home. These include the following:

- **Disconnect gutter downspouts from the sewer line and run them into the yard.** A one-inch rainfall on a 1,000-square-foot roof can produce 600 gallons of water. By eliminating the water from the gutters that is flowing into the sewer system, this simple step can help reduce the chances of a sewer back up into lower areas of the home. Some communities require property owners to disconnect their gutters from the sewer system.
- **Limit water use inside the home during a heavy rainfall.** Washing machines, dishwashers, toilets and sinks all feed into the sewer system. Postponing their use during a heavy rainfall could help ease the sewer load.
- **Seal basement foundation walls and floors.** When rainfall reaches levels that tax the capacity of the sewer system, chances are those areas most susceptible to flooding also will encounter seepage, as the pressure of the water in the soil finds cracks and small openings where water can seep inside the structure. A good commercial sealer properly applied can help reduce the changes of seepage.
- **Install perimeter drain tiles and a sump pump.** Perimeter drain tiles – sometimes called a French drain – is a perforated pipe in a trench covered with gravel or rock that redirects surface and groundwater away from an area. A sump pump is an electric pump placed in a basement floor pit to collect water and pump it outside the home.
- **Replace the original gravity sewer system with overhead sewer plumbing.** These systems raise the building's original lowest drain, which usually is the basement floor drain, to a higher level and include a check valve that prevents back up from the municipal sewer. Since each system must be customized to an individual home, it can be a somewhat costly undertaking. However, for a homeowner intending to use a below-grade space for living quarters, this type of system could be a wise investment. These types of systems are required on all new construction.

Permits May Be Needed

Most changes to plumbing systems in homes require permits from the Village of Oak Park's Building & Property Standards Department, including installing drain tiles and sump pumps. Be sure to consult with the Village when considering any work. Call 708.358.5430 or e-mail building@oak-park.us for more information.



Attachment 6

For Immediate Release: 08.11.11

From: David Powers
Communications Director
708.358.5781
powers@oak-park.us

Contact: Tom Barwin
Village Manager
708.358.5770
villagemanager@oak-park.us

Efforts underway to diagnose, stem neighborhood flooding

Village officials are moving aggressively to assess ways to reduce the chances of sewer backups and flooding in sections of Oak Park that have been hardest hit by recent record rainfalls.

From using video cameras to ensure no sewer lines are obstructed to identifying programs to help property owners pay for improvements, officials say they will provide a system information update and offer a range of options for consideration by the Village Board in September.

According to Village officials, the number of residents filing Cook County damage assessment forms has grown from a couple of dozen following the July 24 storm to nearly 300, adding emphasis to the need to find a solution and qualify for any available federal funding for clean-up costs.

"Our understanding of the impact of this most recent historic rainfall has grown as we have talked directly with many of the residents of the neighborhoods most affected," said Village Manager Barwin. "The area is a relatively small part of the Village. But to those who live there, that kind of perspective is little comfort. That's why we want to learn as much as we can about the causes of the backups and the possible solutions before making recommendations to the Village Board."

Barwin cited the following steps now underway:

- Using video cameras to inspect the sewer lines in the neighborhoods hardest hit to make sure there are no blockages that might reduce flow. Maps created from flooding incidents over the past two years are being used as a guide.
- Talking to federal, state and regional agencies to identify any funds that might be available for basement flooding protection programs, both for Village government and individual property owners.
- Meeting with representatives of communities south of Oak Park that rely on the same interceptor lines to carry sewage to the Metropolitan Water Reclamation District (MWRD) facility in Stickney to understand possible implications of any measures Oak Park may wish to consider.
- Meeting with senior MWRD officials to learn what they did in response to the storm that may have affected Oak Park. Such a meeting also will provide an opportunity to learn more about how they manage flow under heavy storm conditions and get updates on any future storm water retention plans.
- Seeking quotes to update the Village's 1993 sewer system plan to explore possible changes that could help with rare, but heavy rains.

-more-

Flood response
2-2-2

- Researching the communities that have local basement flood-prevention programs to determine what might work in Oak Park.
- Investigating the possibility of a program to encourage residents to disconnect gutter downspouts from the Village sewer system.

Barwin said he expects staff will make a presentation to the Village Board in September detailing the results of their findings. The presentation likely will include a preliminary plan outlining a range of possible programs and their estimated costs to taxpayers, he said.

In the meantime, Village staff is continuing to engage citizens one-on-one. Senior Public Works staff will attend a Resident Beat Officer (RBO) meeting on Tues., Aug. 16, in northeast Illinois, the area most often affected by flooding. The meeting is scheduled for 7 p.m. at Hatch Elementary School, 1000 N. Ridgeland Ave.

For more information on basement flooding prevention, visit www.oak-park.us/publicworks. Village Board meeting agendas are posted at www.oak-park.us/agendas.

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Attachment 7

August 25, 2011

Proposal No. 20831-11-088

Mr. Jim Budrick
Village Engineer
Village of Oak Park
Public Works Facility
201 South Boulevard
Oak Park, Illinois 60302

Subject: Scope of Services and Level of Effort
Oak Park Sewer System Quick Win Improvements

Dear Jim:

As a result of the significant number of resident flooding complaints from northern Oak Park following the storm on July 23rd, we understand that the Village would like to take immediate action to improve its ability to handle similar rain events in the future. MWH is prepared to work with the Village to develop recommendations for short-term actions to address sewer and drainage deficiencies and reduce the potential for a similar occurrence in the future. Based on this work, we will summarize short-term improvement opportunities and their associated budgetary costs in a concise memo so that they may be considered by the Village Board for incorporation into the 2012 budget.

MWH Americas, Inc. ("CONSULTANT") will provide the services set forth in this proposal ("Services") to the Village of Oak Park ("CLIENT") in accordance with Attachment A - Schedule of Fees and Conditions, and modified by Attachment B, copies of which are attached to this letter and made a part of this Agreement. MWH proposes the following approach to develop these short-term solutions or "quick win" improvements. Specific tasks and the level of effort to be provided under each are described below, and were developed based on our discussion last week. However, if refinements to the scope and budget are needed, we will be happy to work with you to tailor our services to better meet the Village's needs.

Task 1: Data Collection.

The project will begin with a kickoff conference call with Village staff to discuss the goals and objectives, and limitations of the project. Prior to this meeting, MWH will prepare a list of data needed for completing the project so that the information can be made available to MWH for review and discussion at the meeting. Examples of this data include:

- Information on historic improvements (since 1994)
- Reference GIS data (aerial photos, impervious coverage, etc.)
- Rainfall data (from Public Works Facility or other locations)
- Flooding complaint cards / survey responses

175 W. Jackson Boulevard
Suite 1900
Chicago, IL 60604 United States

TEL +1 312 831 3000
FAX +1 312 831 3889
www.mwhglobal.com

Task 2: Review of Previous Floods and Sewer System Study

With the data and information collected in Task 1, MWH will review the July 24, 2010 and July 23, 2011 flooding events to better understand the types of events that recently caused excessive flooding in the Village. This review will include examining the rainfall data, the resulting resident complaints, and the findings from the Village investigations for both events. MWH will also review the 1994 Combined Sewer System Study to understand the originally identified problem areas relative to recent complaints and the historic improvements relative to the study's recommendations

Task 3: Assess Factors Contributing to Flooding Problems

From the analysis of the storm events and review of the previous report, MWH will identify the locations in northern Oak Park (north of Chicago Avenue) where deficiencies in the Village's sewer system or drainage are contributing to significant flooding. This step will specifically look for deficiencies resulting from surface drainage and inlet capacity, local sewer capacity, trunk sewer capacity, and outlet capacity.

Task 4: Develop Initial Quick Win Improvements

MWH will identify conceptual improvements to mitigate the impacts of the deficiencies compiled in Task 3. The improvements may include capital improvements, maintenance projects, cost-share programs, and public participation programs. While they will be developed to reduce the risk of severe flooding within Oak Park, these short-term improvements will not represent the full range of projects needed to dramatically reduce flooding throughout the Village.

To help the Village identify longer-term solutions for its sewer system deficiencies, MWH will also develop the scope for a comprehensive 2012 Combined Sewer System Study as was discussed at last week's meeting. This scope will include updating the hydrologic and hydraulic models developed for the 1994 sewer study for both the North and South sides of the Village and analyzing possible long-term improvement options that would significantly reduce the risks of major flooding.

With the list of options developed, MWH plans to meet with Village staff in-person to discuss the options identified and their potential for implementation in the Village. MWH will use the insight gained from this discussion to reduce the list of options considered for short-term action.

Task 5: Evaluate External Funding/Support Programs

MWH will investigate funding and potential support program opportunities for the Village to access as a source of potential financial backing for quick win improvements in 2012. The investigation will include researching the State Revolving Loan Fund – Wastewater, the Multi-Hazard Mitigation Plan and related grant funding (FEMA), the National Flood Insurance Program (FEMA), the MWRDGC Stormwater Management and Rain Barrel Programs, and Center for Neighborhood Technology Programs.

Task 6: Develop Recommended Action Plan

MWH will identify three to five specific short-term flood risk reduction programs for the Village to implement in 2012 based on our understanding of the Village's needs. MWH will apply unit costs provided by the Village to develop budgetary costs for the proposed improvement programs.

MWH will summarize the concepts and the information gathered as part of the funding research task in a brief memo that documents the necessary information for the Village to include the options in

Mr. Jim Budrick
Oak Park Sewer System Quick Win Improvements
Page 3 of 4

their budget and plan for 2012. MWH has planned for a conference call with the Village to review a draft version of the document and discuss any comments from the Village. After the Village's review, MWH will incorporate any comments into a final memo. MWH will submit ten (10) printed copies of the final memo along with one electronic copy of the document in .pdf format.

Task 7: Project Management.

MWH will complete Project Management activities to process the contract, establish the project internally, monitor the project budget and schedule, and prepare invoices.

Proposed Staff

MWH proposes using the following staff:

1. Paul Moyano -- Project Manager
2. Joe Johnson -- Senior Engineer
3. Caitlin Feehan -- Project Engineer

Proposed Schedule

MWH will deliver the project in accordance with the following schedule:

Notice to Proceed	August 30, 2011
Draft Recommended Action Plan Delivery	October 3, 2011
Final Recommended Action Plan Delivery	October 12, 2011

Level of Effort and Not-To-Exceed Costs


Based on MWH Americas, Inc.'s present knowledge of the Services described herein, the total Not-To-Exceed amount for the Services is \$22,142.00. Compensation will be based on actual hours of labor expended, hourly billing rates for each classification of personnel involved, and direct costs associated with the completion of the work. The estimated level of effort for each task is summarized on Table 1 on the following page.

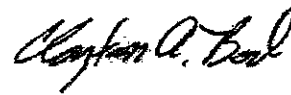
**TABLE 1
 ANTICIPATED LEVEL OF EFFORT (HOURS)**

		Paul Moyano / PM	Joe Johnson / Senior Engineer	Caitlin Feehan / Project Engineer	TASK TOTAL
Task 1	Collect Data	3.5	1.5	4.5	9.5
Task 2	Review Previous Floods and Sewer System Study	0	4	15	19
Task 3	Assess Factors Contributing to Flooding Problems	0	4	16	20
Task 4	Develop of Initial Program of Actions	14	10	26	50
Task 5	Evaluate External Funding/Support Programs	4	2	12	18
Task 6	Develop Recommended Action Plan	9.5	4.5	27.5	41.5
Task 7	Project Management	4	2	0	6
	TOTALS	35	28	101	164

We look forward to the opportunity to help the Village. If the scope of work and budget presented are acceptable to the Village, please sign and return one copy to MWH for our files. Should you have any questions regarding this scope of services, please do not hesitate to contact me at 312-831-3865.

Very truly yours,
 MWH AMERICAS, INC.


 Paul Moyano, P.E., PMP
 Project Manager


 Clay Bock
 Vice President

Village Authorization:

BY: _____

SIGNATURE: _____

DATE: _____

Attachment 8

Sewer televising inspection
 Prepared: 8/8/2011 By: Bill McKenna

Sewer Main Inspection		Length (ft)	Diameter (in)	Material	Approx. Age (years)	Recommended Inspection	Cost per ft	Total cost
From	To							
Washington	Randolph	658	12	VCP	116	Light clean and televise	\$ 1.40	\$ 914.20
Cuyler	Kenilworth	423	22	VCP	111	Light clean and televise	\$ 1.40	\$ 592.20
Greenfield	Woodbine	404	20	VCP	111	Light clean and televise	\$ 1.40	\$ 565.60
Greenfield	Thomas	719	33	BRICK	116	Light clean and televise	\$ 1.40	\$ 1,006.60
Lombard	Division	1418	30	BRICK	116	Light clean and televise	\$ 1.40	\$ 1,985.20
Hayes	Division	704	12	VCP	91	Light clean and televise	\$ 1.40	\$ 985.60
Greenfield	Austin	358	15	VCP	74	Light clean and televise	\$ 1.40	\$ 501.20
Greenfield	Humphrey	648	27	RCP	74	Light clean and televise	\$ 1.40	\$ 908.60
Greenfield	Hayes	262	42	RCP	74	Light clean and televise	\$ 1.40	\$ 366.80
Greenfield	Lombard	483	42	RCP	74	Light clean and televise	\$ 1.40	\$ 676.20
Greenfield	Harvey	360	42	RCP	74	Light clean and televise	\$ 1.40	\$ 504.00
Greenfield	Ridgeland							
Total		8433					\$	\$ 9,006.20

Heavy Cleaning	Cost Per Hou	Total Cost
Approx # hours (estimated)	10 \$ 330.00	\$ 3,300.00

Debris Disposal	Cost Per Ton	Total Cost
Approx # tons (estimated)	10 \$ 66.00	\$ 660.00

Total Sewer Inspection \$ 12,966.20

By Size:	2119
9" - 20"	2480
21" - 30"	719
33" - 36"	1105
37" - 42"	0
52" - 54"	0

Attachment 9

August 11, 2011

Resident
800 block of N Harvey Ave

RE: Sewer Lateral Televising for the 800 Block of N Harvey Ave

Dear Resident;

The Village of Oak Park will be televising the sewer laterals for all of the homes on the 800 block of N Harvey Ave in the coming week. This is in response to the multiple sewer repairs and sink holes on this block in the past year which will be in preparation for the street resurfacing project that will commence in either 2012 or 2013.

The Village of Oak Park Water and Sewer Division will be performing the televising and will need to gain access to the sewer laterals from your property. This will generally be done all from the outside through the catch basins and we will not need access to inside your home nor will you need to be present. If we do require access to inside your home, we will contact you individually to arrange a time for us to complete the work.

The Village employees will be wearing Village of Oak Park uniforms, driving Village of Oak Park vehicles, and will be carrying a Village of Oak Park ID with them. Please feel free to ask them to produce their ID if you are home when they are televising your sewer.

If you have any questions or concerns regarding this letter or the work that will be done, please contact us at 708.358.5700 Monday through Friday, 7:30 am - 4:00 pm or via email at publicworks@oak-park.us.

Questions regarding sewer televising: Brian Jack, Water and Sewer Superintendent
Questions regarding street resurfacing: Roman Babinski, Public Works Engineer

Sincerely,

Brian M. Jack
Water and Sewer Superintendent
Department of Public Works

Attachment 10

Village of Oak Park
Department of Public Works
Administration
MEMORANDUM

August 11, 2011

TO: Thomas Barwin, Village Manager

FROM: John P. Wielebnicki, Director of Public Works *JW*

CC: Craig Lesner, Chief Financial Officer, Jim Budrick, Village Engineer,
Steve Witt Director Building & Property Standards

RE: Overhead Sewer Protection Programs

Attached is a sampling of communities that have Overhead Sewer Protection Programs. Communities have found that providing homeowners financial support in providing private property protection from sewer backup is a cost effective means in dealing with this issue.

All programs are similar in that they have a cost sharing component. The predominant cost sharing percentage is 50%, however, there are a few communities that will provide up to 75%. The maximum municipal share also varies with a majority being \$5,000 and some as low as \$1,500 and as high as \$7,500. Some programs support only overhead sewer installation while some allow support for backflow preventers.

Most programs provide for the following typical eligible costs: cost of locating, excavating and exposure of the house lateral sewer line including the support of existing structures for re-connection of a new overhead sewer to the existing lateral; cost of a new sump pit, ejector pump and associated electrical and plumbing work needed to lift sanitary drainage from the basement plumbing fixtures to an overhead sewer; cost of trenching and concrete floor repairs; cost of grass seeding to restore disrupted grass/lawns; battery backup system for the new sump pump; applicable permit fees; and installation of storm water pumps or associated piping pits or materials. A few communities also include in their programs cost sharing for of installing a backflow prevention valve with a bypass (new sump and sump pump in an underground vault) and associated electrical and plumbing work.

The following are typical non-eligible costs: removal and replacement of interior walls and finishes; use of materials not meeting the requirements of the Village's guide

specifications or Village Codes; ancillary homeowner improvements not necessary to provide sanitary sewer back-up protection of the basement; planting or replacement of new landscaping (bushes, trees, sod, fences, walls, etc.); and new electrical panels and/or upgrading the house electrical supply.

Attached are two sketches; one that shows the typical gravity drainage system and one that shows the typical conversion to an overhead sewer. Also attached is a sketch of a typical backflow prevention valve system.

Staff supports the implementation of a program of this nature. Should the Village Board consider this recommendation, the following items should be determined:

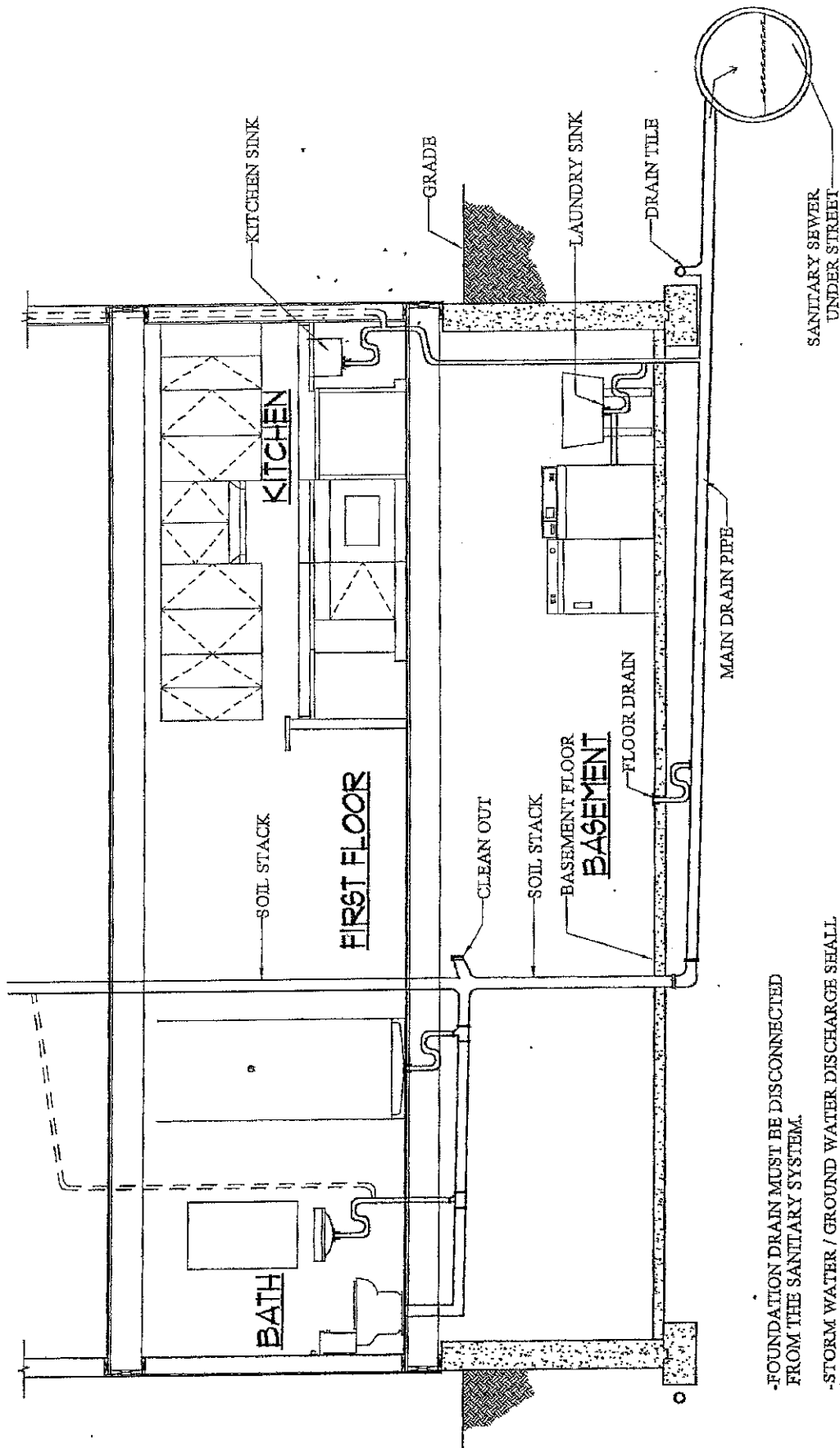
1. What is the Village share and amount of the Villages budget? \$50,000? (approx. 10 repairs at \$5,000)
2. Where would the funds come from? Sewer Fund?
3. Should the program be a first come first serve program, until the budget amount is exhausted?
4. Should there be a priority given to homeowners who experienced basement flooding in the past?
5. How should we handle residents who have already spent the money for overhead sewers in the past two years? Can they be reimbursed?
6. Should the program be limited to overhead sewers only or will assistance be given to backflow preventers?
7. Who will manage the program? Public Works? There will also be heavy involvement by the Building & Property Standards Department for permit approvals and inspection.
8. What other issues should the Village consider?

As we move forward and determine how a program would work best for Oak Park, staff can prepare a draft document on how the program will be managed.

I suggest we meet with the Finance Department, Engineering Division and Building & Property Standards Department to discuss this possible program.

Basement Flooding Protection Programs
August 2011.

Municipality	Percent	Maximum Amount	Comments
Addison			
Arlington Heights	50	\$5,000.00	OH sewer and backflow valves. Homeowner responsible for all restoration costs
Bloomington	50	\$5,000.00	OH sewer and backflow valves
Elmhurst	50	\$5,000.00	OH sewer only
Elmwood Park		\$1,500.00	For approved "Flood Control Systems"
Glen Ellyn	50	\$2,500.00	OH sewer and backflow valves
Glenview	50	\$7,500.00	OH sewer only
Hanover Park	75	\$5,000.00	OH sewer only
Lombard	75	\$5,000.00	OH sewer only
River Forest	50	\$4,000.00	OH sewer and backflow valves
Schaumburg	50	\$5,000.00	OH sewer only. Also has a program for footing drain disconnection cost sharing at 50%, max. \$5,000
Wheaton	50	\$3,000.00	OH sewer only. \$25,000 annual budget (1st come, 1st serve)



-FOUNDATION DRAIN MUST BE DISCONNECTED FROM THE SANITARY SYSTEM.

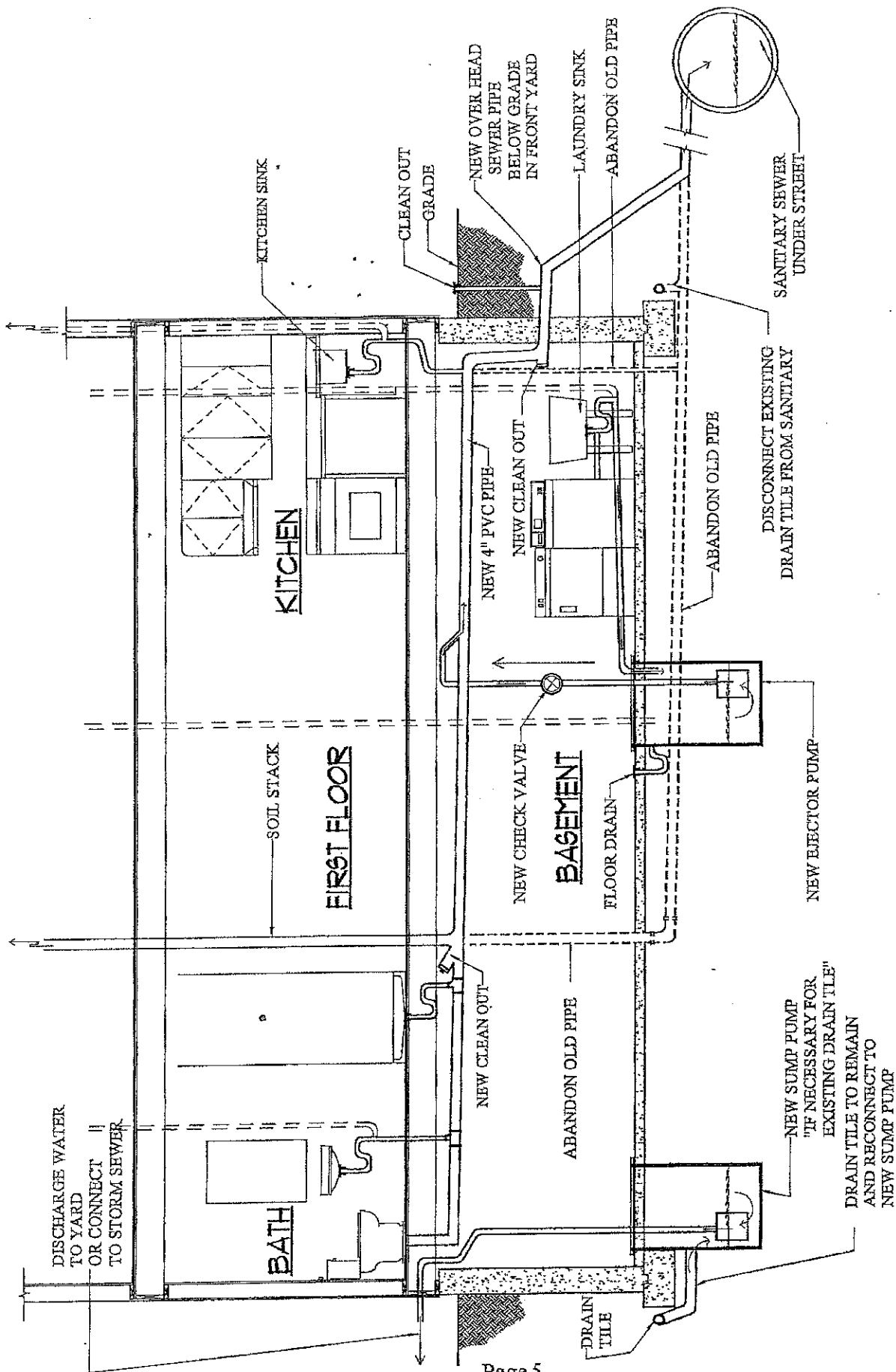
-STORM WATER / GROUND WATER DISCHARGE SHALL BE DISPOSED OF PROPERLY.

-IN SOME HOMES, THE BASEMENT WASH TUB, FLOOR DRAINS AND KITCHEN PLUMBING MAY DISCHARGE TO AN EXTERIOR CATCH BASIN LOCATED BEHIND OR ALONG SIDE THE BUILDING

- SOME HOME MAY ALSO HAVE A FOUNDATION DRAIN WITH A GRAVITY CONNECTION TO A SUMP PUMP IN THE BASEMENT

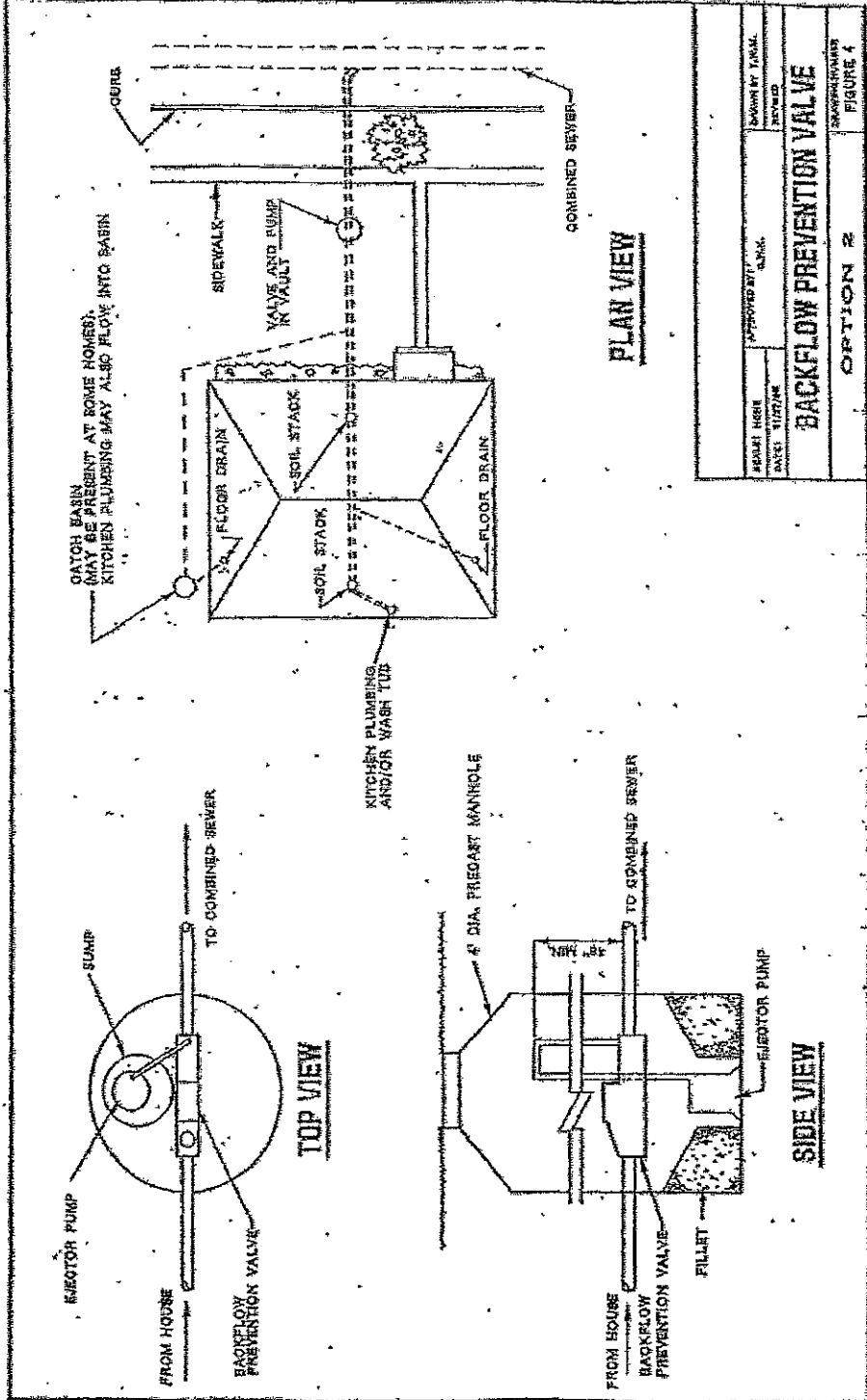
BEFORE

SKETCH A : EXAMPLE OF A TYPICAL GRAVITY DRAINAGE SYSTEM



AFTER

SKETCH B : EXAMPLE OF A CONVERSION TO AN OVERHEAD SEWER SYSTEM



DESIGNED BY	APPROVED BY	DATE	SCALE
DRAWN BY	REVISION		
BACKFLOW PREVENTION VALVE			
OPTION 2			FIGURE 4

11.71 - Standard for Backflow Prevention

Attachment 11

Protecting Our Water Environment

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET

CHICAGO, ILLINOIS 60611-3154

312-751-5600

Patricia Young

Manager of Public Affairs

312.751.6626 f: 312.751.6635

patricia.young@mwrdd.org

BOARD OF COMMISSIONERS

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RECEIVED

AUG 24 2011

Village Manager's Office

August 19, 2011

The Honorable David Pope
Village of Oak Park
123 Madison St.
Oak Park, Illinois 60302

Dear President Pope,

As you know, this summer has been one of the rainiest in recorded history. As part of our Stormwater Management program, the Metropolitan Water Reclamation District of Greater Chicago offers rain barrels at cost, \$51.00 each, to all municipalities within Cook County. In keeping with our mission to protect the water environment, we initiated this program to encourage residents to capture and reuse stormwater. Rain barrels are an inexpensive way to promote the use of green technology. An added benefit is providing relief to sewer systems during rain storms. Barrel specifications are as follows:

- 55 gallon capacity
- 21" diameter
- 34" height
- Available in black, blue, terra cotta or grey

Please contact Matt McGregor at 312-751-5884 for additional information or if you would like to make a bulk purchase for your residents. Complimentary delivery to a pre-determined location in your community may be arranged.

As always, we look forward to continuing our partnership in serving our residents.

Sincerely,

Patricia Young
Patricia Young

PY:jb

D(17)

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing Execution of a Professional Services Contract with MWH for Sewer System Evaluation in an Amount not to Exceed \$22,142.

Resolution or Ordinance No. _____

Date of Board Action: September 6, 2011

Staff Review:

Department Director Name: Jim Budrick, Village Engineer

Village Manager's Office: _____

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

Following the storm event on July 23, 2011 a number of properties in Oak Park were impacted by flooding. In response to this, Public Works began working on a number of initiatives. One of these included the evaluation of the sewer system in the areas impacted.

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

In 1993, following a major rain event, the Village hired MWH (Formerly Harza Engineers) to do a complete study of the Village's Sewer System. A number of recommendations that came out of the study were implemented in the years following.

Given the background and knowledge MWH has of the Village's system, the Engineering Division contacted representatives to discuss various ways to address the concerns raised by those impacted by July's storm. MWH has responded with a proposal to help develop both short term solutions as well as identify longer term solutions for consideration in the years ahead.

MWH has both the resources and staff to immediately focus efforts on the issues at hand. It is recommended that the Board authorize this contract.

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

The proposal provided by MWH includes the investigation of both funding and support program opportunities for the Village to access.

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

The following chart shows balances remaining in Capital Funds following recent contract awards.

Fund	Account	Budgeted Amount	Amount Currently Available	Amount Recommended for Contract
Sewer	5050-43750-781-560633	\$350,000	\$11,188	\$11,142
Capital Improvements	3095-43780-802-570707	\$1,110,000	\$31,657	\$11,000
Total			\$42,845	\$22,142

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

The alternative to having MWH perform this work at this time would be to have Engineering solicit Request for Proposals (RFP's) to perform these tasks along with possible other tasks such as developing a computerized model of the Village's sewer system. This process would take several weeks to accomplish and result in delays in providing budgetary recommendations.

Proposed Recommended Action: Approve the Resolution

RESOLUTION

AUTHORIZING AN EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH MWH FOR SEWER SYSTEM EVALUATION

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 MWH of Chicago, Illinois for the Sewer System Evaluation in an amount not to exceed \$22,142. Said contract shall conform substantially to the contract attached hereto as Exhibit A and made part hereof.

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

ADOPTED this 6th day of September 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 6th day of Septemeber, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

E

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Motion to Accept Recommendation to Deny Parking Restriction Changes on Superior Street from Humphrey to the East Alley

Resolution or Ordinance No. _____

Date of Board Action: September 6, 2011

Staff Review:

Interim Parking Manager:



Cara Paylicek

Village Manager's Office:



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

Transportation Commission Meeting
May 23, 2011

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

The Transportation Commission held a hearing on May 23, 2011 and unanimously passed a motion to deny a petition to replace the existing No Parking 8am-10am Monday thru Friday restriction with a Resident Permit Parking 8am-5pm restriction on Superior Street from Humphrey Avenue to the east alley.

The petition was submitted by two single-family homeowners at 332 and 400 Humphrey Avenue (corner homes) representing 75% of the street frontage properties on the block. The petitioners' request to change the restrictions on the Superior Street side of their homes was in an effort to prevent noise disturbances, litterers, and alleged drug traffickers from parking on the block.

During the meeting, both written and public testimonies from the block residents did not support the petition. Also, staff's survey results revealed that the proposed location did not meet the Village's guidelines for establishing Resident Permit Parking restrictions (Exhibit A attached).

Staff Commentary (If applicable or different than Commission):

Staff concurs with the Transportation Commissions' recommendation.

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

None.

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

Staff referred this matter to the Resident Beat Officer in order to possibly establish increased

enforcement in the area.

Proposed Recommended Action:

Motion to Accept Recommendation to Deny Parking Restriction Changes on Superior Street from Humphrey to the East Alley.

EXHIBIT A

6-DAY PARKING SURVEY (SUPERIOR STREET FROM HUMPHREY TO THE ALLEY WEST OF AUSTIN BLVD)

11 AVAILABLE SPACES

7 Parked Cars = 60% (11x60%)

3 Out of the 7 = 40% (7x40%)

DATE	TIME	north side		south side		Total Vehicles	Total NR Vehicles	% Filled	Meets 60% of Vehicles Parked	% Non Resident Filled	Meets 40% NON-Resident	Meets 60/40
		R	NR	R	NR							
Friday, May 13, 2011	11:00AM	0	1	0	2	3	3	27.27%	No	100.00%	Yes	
	3:00 PM	0	1	0	2	3	3	27.27%	No	100.00%	Yes	
	7:00PM	2	0	0	4	6	4	54.55%	No	66.67%	Yes	
Monday, May 16, 2011	10:00PM	2	0	0	4	6	4	54.55%	No	66.67%	Yes	
	11:00AM	0	0	0	1	1	1	9.09%	No	100.00%	Yes	
	3:00 PM	0	0	0	1	1	1	9.09%	No	100.00%	Yes	
Tuesday, May 17, 2011	7:00PM	2	2	2	3	9	5	81.82%	Yes	55.56%	Yes	YES
	10:00PM	2	0	1	1	4	1	36.36%	No	25.00%	No	
	11:00AM	1	3	1	5	10	8	90.91%	Yes	80.00%	Yes	YES
Wednesday, May 18, 2011	3:00 PM	1	1	1	1	4	2	36.36%	No	50.00%	Yes	
	7:00PM	0	2	0	5	7	7	63.64%	Yes	100.00%	Yes	YES
	10:00PM	0	1	0	4	5	5	45.45%	No	100.00%	Yes	
Thursday, May 19, 2011	11:00AM	0	1	0	2	3	3	27.27%	No	100.00%	Yes	
	3:00 PM	0	1	0	2	3	3	27.27%	No	100.00%	Yes	
	7:00PM	1	1	1	2	4	2	36.36%	No	50.00%	Yes	
Saturday, May 21, 2011	10:00PM	0	0	0	3	3	3	27.27%	No	100.00%	Yes	
	11:00AM	0	0	2	1	3	1	27.27%	No	33.33%	No	
	3:00 PM	1	1	1	1	4	2	36.36%	No	50.00%	Yes	
Saturday, May 21, 2011	7:00PM	0	1	2	2	5	3	45.45%	No	60.00%	Yes	
	10:00PM	0	2	0	3	5	5	45.45%	No	100.00%	Yes	
	2:00PM	0	3	2	1	6	4	54.55%	No	66.67%	Yes	
Saturday, May 21, 2011	5:00PM	0	2	2	1	5	3	45.45%	No	60.00%	Yes	
	8:00PM	0	3	2	1	6	4	54.55%	No	66.67%	Yes	

**Approved Minutes of Meeting
Transportation Commission
Monday, May 23, 2011 - 7:00 PM
Council Chambers - Village Hall**

Call to Order and Roll Call Chair Aeschleman called the meeting to order at 7:10PM.

Present: Chair Paul Aeschleman, John Abbott, Laszlo Medgyesy, Charles Frangos, Jack Chalabian

Excused:

Absent: Beth Marek, John Dagnon

Staff Present: Jim Budrick, Cara Pavlicek, Tina Brown, Michael Koperniak, Delia Tamas, and John Kloak

Non-Agenda Item Public Comments

Tracey Zupke, 811 Lexington, addressed the Commission on behalf of the area residents. Ms. Zupke read written testimony (attached) requesting the establishment of 24 hour permit parking availability in the vicinity of Oak Park Avenue and Lexington Street.

Commissioner Chalabian asked staff to provide suggestions as to how they would like to proceed further concerning this item at the next Transportation Commission meeting.

Approval of Draft Minutes from Previous Meetings

Motions to approve the draft April 25, 2011 Transportation Commission meeting minutes as submitted passed 5 to 0.

ITEM # 5 - REVIEW PETITION TO REPLACE THE EXISTING NO PARKING 8AM TO 10AM RESTRICTION WITH A RESIDENT PERMIT PARKING 9AM-9PM RESTRICTION ON SUPERIOR STREET FROM HUMPHREY TO THE ALLEY TO THE EAST

Parking Restrictions Coordinator, Tina Brown, gave a presentation regarding Item# 5. Ms. Brown read 2 written testimonies that were in opposition of the proposed restriction changes. She then presented the results of a 6-day parking survey revealing that the subject area did not meet the Village's 60/40% filled requirements for establishing Resident Permit Parking. Ms. Brown added that staff does not support the petition based on the survey results. Staff's reasonable solution to the resident's primary concerns regarding traffic nuisances was to work with the resident beat officer to establish increased enforcement in the area.

Public Testimony Open

Rev. Dwight Bailey, 634 North Austin, (Austin Boulevard Christian Church) opposes the petition as the spaces are essential to his church functions.

Mr. Brian Northup, the petition originator at 400 N. Humphrey, provided several reasons for submitting the proposal as described in his cover letter attached to the petition (letter attached).

Ms. Andrea Muldez of 6 Superior opposes the petition. Ms. Muldez pointed out the benefits of shared and diverse parking for residents, guests, the local church and the West Suburban Hospital's visitors.

Mr. Neil Joseph, also a resident at 400 N. Humphrey, spoke about the frustration of seeing un-ticked vehicles parked along his property repeatedly for extended periods. He stated that church members are considered non-residents of Oak Park and expounded further about alleged troublemakers, litterers, and drug traffickers who park in the area.

The floor was closed to public testimony.

Commissioner Chalabian questioned the validity of the petition submitted from only the two corner home residents on the east side of Humphrey at Superior Street. He also inquired about the number of parking spaces along the petitioned area.

Ms. Brown responded to the Commissioner Chalabian's questions.

Subsequently, the Commissioners had a short discussion about the existing restrictions within the vicinity and agreed that the area is already heavily restricted with multiple daytime parking restrictions.

Chair Aeschleman advised the group that he is in opposition of the petition and pointed out that it is the policy of the Village to maintain shared parking whenever possible.

A motion was made by Commissioner Abbott and seconded by Commissioner Lazlo to accept staff's recommendation to deny the subject petition.

The Commissioners votes unanimously passed.

ITEM # 6 - REVIEW PETITION TO INSTALL AN ALLEY GATE ON THE 500 BLOCK OF SOUTH GROVE BEHIND WALGREENS

Staff person John Kloak gave a PowerPoint presentation about the petition and the collected traffic data. He then read written testimony from the Police Department, the Fire Department, and submitted written public testimony.

The Commissioners asked questions about: the traffic count surveys, possible effects on snow plow operations, property damage, and the availability of property damage reports.

Public Testimony Open

Gerardo Vevis of 511 S. Oak Park Avenue spoke about too many cars, speeding through the alley, and safety concerns about children playing in the alley.

Julie Kruger of 512 S. Grove Avenue stated that she hasn't seen a problem, noted that Walgreens hasn't yet been open for a full year, stated that cars go north to get to Walgreens, and suggested another study after summer traffic patterns have been established.

The floor was closed to public testimony.

Chair Aeschleman stated that he supports another review in six to ten months after Walgreens has been open for a year.

Commissioner Chalabian motioned and John Abbott seconded to table this item for now and do another traffic study in October and then revisit this item at the Commission's November 2011 meeting.

The Commission voted unanimously to table this issue until its November meeting.

ITEM # 7 DISCUSSION ONLY - REVIEW PETITION PROCESS POLICY AND STAFF MEMO FORMAT

Chairman Aeschleman spoke about how this issue of reviewing the petition process came about. He mentioned the Randolph and East parking issue coming up three times in a year. He questioned the block-by-block petition process versus area-wide studies. Finally, he commented on the possibility of consolidating petitions from an area and reviewing them all at one time.

Chairman Aeschleman continued his comments by also speaking about the contents, or perceived lack thereof, in staff memorandums to the Commission. He specifically mentioned the LeMoyné and Grove issue which lacked mention of pedestrians and bicyclists. He concluded his comments with an observation that staff memorandums should be standardized for easier review.

Commissioner Frangos expressed his desire to continue with block-by-block petitions.

Chairman Aeschleman suggested studying one quarter of the Village each year.

Assistant Parking Manager Tamas spoke about how petitions come to the Village based upon changing demographics and that it sometimes takes a long time to address an issue.

Commissioner Chalabian spoke about past area-wide parking studies.

Commissioner Frangos gave his reasons for opposing area-wide studies.

Parking Restrictions Coordinator Brown gave the staff opinion and background on how the petition process works.

Commissioner Chalabian spoke about why in his opinion area-wide studies make sense over block-by block studies. He mentioned a holistic approach.

Chairman Aeschleman gave his final thoughts.

Commissioner Abbott expressed his concern about delaying the review process. He commented that this would stymie the petition process even though area-wide studies have worked. He said he is leery of discouraging the petition process.

Commissioner Medgyesy suggested first reviewing the petition to see if it should stand alone or instead be incorporated into an area-wide study. He also suggested looking at land use and putting in appropriate standardized parking restrictions based upon the situation.

Assistant Parking Manager Tamas spoke about staff meetings prior to the Transportation Commission meetings to discuss what gets onto the agenda.

Commissioner Frangos raised the questions of how to decide on what area to study and when.

Chairman Aeschleman suggested that perhaps three petitions could initiate an area-wide study.

Commissioner Chalabian said he would like to move towards area-wide studies but still sees the need for block-by block reviews.

The Commission suggested that the staff memo should be more of a check list approach.

Chairman Aeschleman concluded the discussion by indicating that the Commission should first obtain the Village Board of Trustees approval on changes because this is not in the Commission's 1022 work plan.

There being no further business, it was motioned by Commissioner Frangos and seconded by Commissioner Chalabian to adjourn.

The Commission voted unanimously to adjourn at 8:45 PM.

Respectfully Submitted,

Michael Koperniak, Staff Liaison, Transportation Commission
Tina R. Brown, Parking Restrictions Coordinator

F

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Motion to approve a contract in the amount of \$29,000 with Preservation Services and Technology Group to conduct an architectural survey of the I-290 Corridor as reviewed at the August 1, 2011 meeting

Resolution or Ordinance No. _____

Date of Board Action: September 6, 2011

Staff Review:

Douglas Kase

Department Director Name:

[Signature]

Village Manager's Office:

[Signature]

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

The Village of Oak Park Manager's Office requested that the HPC consider the preservation options for the center exit ramps and other adjacent properties along the I-290/Eisenhower Expressway in 2010. The HPC placed the survey project on their 2011 Work Plan; however the requested budget was removed pending notification of a grant application. A grant was received which will fund 70% of the project costs.

A Request for Proposals (RFP) was posted on May 23, 2011 seeking a professional consultant to conduct the architectural survey. Six proposals were received on June 17 and reviewed by a committee of the HPC.

The committee met on July 7 to review the six proposals and contacted references. The committee forwarded a recommendation to the Historic Preservation Commission that the firm of Preservation Services and Technology Group (PSATG) from Kentucky be selected as the consultant based on the following:

- They have developed a computer software application called Cultural Historic Inventory Program (CHIP) that allows them to collect, organize, manage, sort, map, analyze and report large quantities of information efficiently. The CHIP is customized to the community, user-friendly and accessible to anyone (but can only be updated by those with a password), can map and fill out forms automatically, and can be exported to GIS or Access. We can also pay a minimal annual fee starting in year 2 to keep the database going on their software, but there is no requirement to do so and we would not lose any information. To view an example go to www.psatg.com/chip/newtondb
- They received glowing references from two communities in Kansas and Tennessee regarding not only the software but also working with them, the content and end product, and their rapport with the community.

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

The Village is seeking professional consulting services to prepare an intensive architectural survey of the I-290 Corridor. The purpose of the Survey is to identify historic resources for the potential designation of historic landmarks and historic districts.

Conducting the I-290 Corridor Survey is a high priority for both the Village of Oak Park and the Historic Preservation Commission as well as for the larger community. As the I-290 expressway celebrated its 50th anniversary in 2010, important questions on its local significance have been triggered by a proposal from the State of Illinois to potentially expand or in some way alter the expressway as it passes through Oak Park. The importance of completing the survey and identifying the historic resources prior to a final decision on the potential expressway expansion is vital in order for the Village of Oak Park, and the State of Illinois, to adequately participate and make informed decisions on preserving the historic and architectural history of the neighborhood.

The Village has determined that conducting an architectural survey is the most feasible and effective approach to understanding the nature of the resources that may be impacted by an expansion or alteration of the I-290 expressway. This will afford the Village with the opportunity of providing historic resources with recognition and protection well in advance of any formal plans that may be released by IDOT. The Village has participated in IDOT planning meetings, analyzed the situation with input from regional and national transportation planning experts, examined our options, and arrived at an architectural survey as one of several important courses of action.

Staff Commentary (If applicable or different than Commission):

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

The Historic Preservation Commission did not have this budgeted in the final work plan since the Commission was to pursue a grant. A grant covering 70% of the project amount (\$20,300 of \$29,000) was received. Staff proposes eliminating the ZBA Intern request for \$5,000 and using the miscellaneous funds (\$2,700) to cover most of this project. The remaining \$1,000 will be reallocated from the Commission budget for brochures (\$600), and printing/refreshments for educational materials (\$400).

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

Alternative 1) Take no action. This will save the Village \$8,700 but will not address the issue of whether any historic properties may be impacted by a potential expansion of the expressway.

Alternative 2) Have the Historic Preservation Commission conduct the survey themselves and with the use of volunteers. Although this is possible, and would save the Village \$8,700, it would take several years to organize and complete a survey using volunteers based on experience from the Frank Lloyd Wright Historic District survey in 2006-07. The inputting of data and creation of survey forms would all have to be done by Commission staff. The Village would also not have the ability to take advantage of the grant which will fund 70% of the project. Due to the timeliness of the expressway expansion issue, and the availability of the \$20,300 grant, it would be most expeditious to hire a consultant to conduct the survey.

Proposed Recommended Action:

Staff recommends approving the contract in the amount of \$29,000 with Preservation Services and Technology Group to conduct an architectural Survey along the I-290 expressway.

Contract



**CONTRACT FOR CONSULTING SERVICES
RELATED TO THE PREPARATION OF THE
ARCHITECTURAL SURVEY OF THE I-290 CORRIDOR
BETWEEN THE VILLAGE OF OAK PARK
AND PRESERVATION SERVICES AND TECHNOLOGY GROUP**

In consideration of the mutual promises set forth below, the Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302, ("**Village**"), and Preservation Services and Technology Group, ("**Consultant**"), make this Contract as of the 6th day of September, 2011.

1. Performance of the Services

Consultant shall perform all services described in Attachment B: "*Oak Park, Illinois Request for Proposal - Architectural Survey Along the I-290 (Eisenhower Expressway) Corridor*" necessary to complete the project described in Attachment A: "*Request for Proposals.*"

2. Project Personnel and Competence

Consultant represents that it has sufficient expertise, qualifications, staff and facilities to complete the project in the time and at the costs contained in this agreement. Consultant shall perform the services by the use of the personnel identified in Attachment B. Consultant shall provide to the Village telephone numbers at which the personnel can be reached during business hours. Consultant shall notify the Village of any changes in personnel. If the Village determines that any changes in personnel affect the overall expertise or qualifications of the Consultant, it will have the option to terminate the agreement. In such event, the Village will pay consultant in accordance with the terms set forth in paragraph 5 below.

3. Commencement and Completion Dates

Consultant shall commence the Services immediately upon its execution, and shall complete the services in accordance with the Timeline set forth in Attachment B.

4. Required Submittals and End Product Deliverables

Consultant shall submit to the Village all reports, documents, completed applications and information set forth in Attachment B. The Village shall be the owner of all Deliverables prepared by the Consultant. Consultant shall have the right to retain copies of submissions for its files.

Consultant shall have the right to include among Consultant's promotional and professional materials the Deliverables prepared by Consultant under this Contract, except previously identified confidential or proprietary information. The Village shall provide professional credit for Consultant in the Village's use of the Deliverables.

5. Village's Responsibilities

The Village shall, at its sole cost and expense and except as otherwise provided: (a) designate in writing a person with authority to act as the Village's representative and on the Village's behalf with respect to the Services except those matters that may require the approval of the Village President and Board of Trustees; (b) provide to Consultant all criteria and full information as to the Village's requirements for the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to

the Project; (d) review and comment on all Required Submittals; and (e) attend Project related meetings.

6. Village's Right to Terminate or Suspend Services for Convenience

- A. Termination or Suspension for Convenience. The Village shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant.
- B. Payment for Completed Services. In the event of any termination pursuant to Section 6(A) above, the Village shall pay Consultant (1) such direct costs, including profit and overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination, and (2) such other costs pertaining to the Services as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to the Village's rights to withhold and deduct as provided in this Contract.

7. Consultant's Responsibility For Services

Consultant shall be responsible for the quality, technical accuracy, completeness, and coordination of all end product submissions. Consultant shall, promptly and without charge, provide, to the reasonable satisfaction of the Village, all corrective Services necessary as a result of Consultant's errors, omissions, and negligent acts.

8. Contract Price

The Village shall pay to the Consultant a total fee of \$29,000.

9. Progress Payments

- A. Payment in Installments. The Contract Price shall be paid in installments not more frequently than once each month ("**Progress Payments**"). Payments will be made within 30 days of receipt of Consultant's pay request.
- B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to the Village an invoice detailing the hours worked by the Project Principal and each Project Assistant, together with the project expenses incurred. The amount billed shall not exceed the total contract price, regardless of hours worked or expenditures. In addition to the foregoing, each invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification; (b) total amount billed in the current period and total amount billed to date; (c) the estimated percent

completion. The final invoice shall be the amount of the total contract price minus the amount of all previously paid invoices.

10. Final Acceptance and Final Payment

The Services shall be considered complete on the date of final written acceptance by the Village of all Deliverables as described in Attachment A. As soon as practicable after final acceptance, the Village shall pay to Consultant the balance of the Contract Price, after deducting therefrom all previously paid invoices (“**Final Payment**”).

11. Village's Remedies

If it should appear at any time prior to Final Payment that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Consultant's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due (“**Event of Default**”), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen business days after Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

5. The Village may recover any damages it suffered.

12. Relationship of the Parties

Consultant shall act as an independent contractor in providing and performing the Services.

13. Ability To Contract

Consultant represents and certifies that it is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

14. Notices

All notices and communications between the parties shall be directed as follows:

To the Village

Douglas Kaarre, AICP
Urban Planner/Historic Preservation
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Phone (708) 358-5417
Email kaarre@oak-park.us

To PSATG

Preservation Services and Technology Group
206 Orchard Drive, Suite B
Nicholasville, KY 40356

Glen Payne, Jr., MA, MHP
Phone (859) 797-0048
Email glen.payne@psatg.com

Fred Rogers, MHP
(859) 270-3413
fred.rogers@psatg.com

15. Governing Laws

This Contract and the rights of the Village and Consultant under this Contract shall be interpreted according to the laws of the State of Illinois.

16. Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by the Village and Consultant.

17. Attachments

Attachments A and B referred to in this agreement are incorporated herein as containing material contract terms and have the same binding effect as if fully set forth on the face of this agreement.

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

Attest/Witness:

VILLAGE OF OAK PARK

By: _____

Thomas Barwin
Village Manager

Title: Village Clerk

REVIEWED AND APPROVED
AS TO FORM

Attest/Witness:

**PRESERVATION SERVICES AND
TECHNOLOGY GROUP**

AUG 29 2011
[Signature]
LAW DEPARTMENT

By: _____

Fred Rogers
Principal

Title: _____

By: _____

Glen Payne
Principal

Title: _____

Attachment A: RFP

Attachment B: Oak Park, Illinois Request for Proposal – Architectural Survey Along the I-290 (Eisenhower Expressway) Corridor

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

G

Item Title: Motion to Accept Historic Preservation Commission Resolution and Findings of Fact with Regard to the Nomination of 700 South Lombard Avenue and direct staff to prepare an ordinance designating it as an Oak Park Historic Landmark.

Resolution or Ordinance No. _____

Date of Board Action: September 6, 2011

Staff Review:

Douglas Kaane

Department Director Name:

Wm M. J. J. J.

Village Manager's Office:

WJ

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

The Historic Preservation Ordinance, adopted by the Village Board in 1994, enables the Historic Preservation Commission to recommend, and the Village Board to adopt by Ordinance, local landmarks within the Village. The property must meet one or more of 8 criteria for designation as listed in the ordinance. The ordinance calls for the Commission to hold a public hearing and then forward a recommendation in the form of a Resolution to the Village Board. Upon receipt of the Resolution and nomination report, the Village Board has 30 days in which to designate or reject the nomination by simple majority. Upon approval, the Board shall enact an ordinance designating the landmark.

- A. Nomination for Landmark status submitted: July 8, 2011
- B. HPC preliminary determination of eligibility: July 14, 2011
- C. HPC public hearing; approved Resolution and Findings of Fact: August 11, 2011

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

On July 8, 2011 the Historic Preservation Commission received a completed Oak Park Historic Landmark nomination form for the property at 700 S. Lombard Avenue. The Historic Preservation Commission conducted a preliminary determination of eligibility on July 14, 2011 which determined that the property met three of the criteria for designation contained in the Historic Preservation Ordinance.

The Historic Preservation Commission conducted the required Public Hearing on August 11, 2011. Legal Notice of the Public Hearing was published in the July 27, 2011 Wednesday Journal and hearing notices were mailed to Village property owners within 250 feet of the site.

The Historic Preservation Commission approved the nomination as the Findings of Fact and recommended approval of the property as an Oak Park Historic Landmark by the attached Resolution on August 11, 2011 as is mandated in the Historic Preservation Ordinance.

The property at 700 S. Lombard Avenue is known as the *Freeman Landon House*. The two story brick

house was constructed in 1922 in the Eclectic style with Prairie and Colonial Revival influences and designed by architect Jeremiah J. Cerny. The property is significant for its architecture, for its association with Cerny and the Landon family, who owned the property for 33 years. The property meets the following criteria under section 7-9-5 of the Historic Preservation Ordinance "Criteria for Designation of Historic Landmarks and Interior Historic Landmarks":

1. Significance as an example of the architectural, cultural, economic, historic or social development or heritage of the Village of Oak Park, the State or the United States.
5. Embodiment of those distinguishing characteristics of a significant architectural style.
6. Identification as the work of an architect and builder whose individual work is significant in the development of the Village of Oak Park.

Staff Commentary (If applicable or different than Commission):

Village staff recommends acceptance of the Historic Preservation Commission findings and recommendations by Resolution. Staff will then prepare the necessary ordinance designating 700 S. Lombard Avenue as a Historic Landmark for adoption at the next available Village Board meeting.

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

The amount of \$250 has been budgeted for this item for a bronze plaque and is also the current amount requested.

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 not accept the recommendations of the Historic Preservation Commission and not designate the property as a Historic Landmark. This would save the Village \$250 but would not protect the historic character of the building in the future.

Proposed Recommended Action:

Move to accept the Historic Preservation Commission Findings and Recommendations by Resolution to approve 700 S. Lombard Avenue as an Oak Park Historic Landmark and direct staff to prepare the necessary ordinance.

Resolution for 700 S. Lombard recommended by the Historic Preservation Commission, dated August 11, 2011

Minutes from the July 14, 2011 HPC meeting (preliminary determination of eligibility)

Minutes from the August 11, 2011 HPC meeting (public hearing)

Oak Park Historic Landmark Nomination Form and Report for 700 S. Lombard Avenue

RESOLUTION

Village of Oak Park Historic Preservation Commission

WHEREAS, the property owner (hereinafter referred to as "applicant") filed a Nomination for Landmark Status on July 8, 2011 for the **Freeman Landon House** with the Historic Preservation Commission, (hereinafter referred to as "Commission") the property being located at 700 S. Lombard Avenue, Oak Park, Illinois; and

WHEREAS, Christina Morris, Chair of the Historic Preservation Commission scheduled the nomination for preliminary review at the regularly scheduled Historic Preservation Commission meeting of July 14, 2011; and

WHEREAS, at that regularly scheduled meeting the Historic Preservation Commission, it was unanimously determined that there was a likelihood that the nominated property would meet one or more of the criteria for designation contained in the Historic Preservation Ordinance; and

WHEREAS, Christina Morris, Chair of the Historic Preservation Commission, set Thursday evening, August 11, 2011 at 7:30 p.m. as the date and time of a public hearing held at Oak Park Village Hall, 123 Madison Street, to take testimony on the question as to whether the **Freeman Landon House** should be recommended for Nomination as an Oak Park Landmark; and

WHEREAS, notice of the time and place of said public hearing was duly published on July 27, 2011 in the Wednesday Journal, a newspaper of general circulation in the Village of Oak Park, and letters were also mailed to property owners within 250 feet of the subject property, advising them of the application and the public hearing to be held thereon; and

WHEREAS, on August 11, 2011 this Commission did have a quorum of members present; and

WHEREAS, this Commission having fully heard and considered the testimony of the applicant and others present at the hearing and materials submitted prior to and during the hearing, does hereby find the following:

1. That the property includes a two story brick house and garage designed in 1922 in the Eclectic style with Colonial Revival and Prairie elements, including the original wood windows, brick façade with limestone trim, and green clay tile hipped roof.
2. That the house was owned and lived in by Freeman and Mattie Landon for 33 years. Freeman Landon was the founder and president of the F. Landon Cartage Company in Chicago.
3. That the building was designed by architect Jeremiah J. Cerny, a Chicago architect. Cerny is known to have designed at least 80 buildings in various Chicago neighborhoods and 11 buildings in Oak Park, including single-family homes, apartment and commercial buildings.

4. That the evidence presented showed that the property meets the following criteria under section 7-9-5 of the Historic Preservation Ordinance "Criteria for Designation of Historic Landmarks and Interior Historic Landmarks":
 1. *Significance as an example of the architectural development or heritage of the Village of Oak Park.*
 5. *Embodiment of those distinguishing characteristics of a significant architectural style.*
 6. *Identification as the work of an architect whose individual work is significant in the development of the Village of Oak Park.*

Now, therefore, be it and it is hereby resolved that this Historic Preservation Commission, acting under and by virtue of the authority conferred upon it by the Ordinance of the Village of Oak Park, does hereby recommend to the President and Board of Trustees of the Village of Oak Park that the property located at 700 S. Lombard Avenue and known as the Freeman Landon House be designated an Oak Park Historic Landmark under the provisions of the Oak Park Historic Preservation Ordinance.

Thursday, August 11, 2011.

Oak Park Historic Preservation Commission
July 14, 2011 Meeting Minutes
Oak Park Village Hall, Council Chambers – 7:40 pm

ROLL CALL

PRESENT: Chair Christina Morris, Garret Eakin, Frank Heitzman, Bob Lempera, Rosanne McGrath, Regina Nally, Drew Niermann, Gary Palese, Michael Plummer
ABSENT: Joerg Albrecht, Tony Quinn
STAFF: Douglas Kaarre, Urban Planner

Historic Landmark: Preliminary Determination of Eligibility for 700 S. Lombard Avenue

Motion by Heitzman to approve the Preliminary Determination of Eligibility for Historic Landmark designation for 700 S. Lombard Avenue under criteria 1, 5 and 6 as submitted . Second by Niermann.

Planner Kaarre provided an overview of the application. The owner inquired about designation and her signature is on file. The house was designed by architect Jeremiah J. Cerny in 1922 for Freeman Landon. The house is an eclectic mix of Colonial Revival and Prairie elements.

Chair Morris noted that the garage matches the house, including the beautiful tile roof. It's also nice to have this style of house represented.

Motion approved 9-0.

Oak Park Historic Preservation Commission
August 11, 2011 Meeting Minutes
Oak Park Village Hall, Council Chambers – 7:30 pm

ROLL CALL

PRESENT: Vice Chair Gary Palese, Joerg Albrecht, Garret Eakin, Rosanne McGrath, Regina Nally, Michael Plummer
ABSENT: Chair Christina Morris, Frank Heitzman, Bob Lempera, Drew Niermann, Tony Quinn
STAFF: Douglas Kaarre, Urban Planner

Historic Landmark: Public Hearing for 700 S. Lombard Avenue

Vice Chair Palese opened the public hearing and noted that owner consent was on file. The property owner Teresa Powell was present and noted that she has owned the house since 1988 and has always loved it. She is currently restoring the copper gutters and beadboard soffits. The neighborhood is enthusiastic and thrilled to learn more about the history.

The Freeman Landon House was constructed in 1922 in the Eclectic style and was designed by architect Jeremiah J. Cerny. It has been nominated under the following criteria:

- (1) Significance as an example of the architectural, cultural, economic, historic or social development or heritage of the Village of Oak Park, the State, or the United States;
- (5) Embodiment of those distinguishing characteristics of significant architectural type, or style, or engineering specimen;
- (6) Identification as the work of an architect whose individual work is significant in the development of the Village of Oak Park.

Commissioner Nally stated that the house has a fascinating history and the nomination was well put together.

Commissioner Albrecht stated that it is a beautiful house of high quality and is notable in the neighborhood.

Felix Vitaliano, 704 S. Lombard, stated that he has lived next door since 1962. He talked about previous families that lived there. It is a very nice house. Teresa is doing a nice job restoring it and he's glad she's doing it.

There was no testimony in opposition to the landmark nomination.

Commissioner Eakin stated that it is a wonderful house and an asset to the community.

Vice Chair Palese agreed that it is a great house.

Motion by Nally to accept the landmark nomination report for 700 S. Lombard Avenue as the findings of fact. Second by McGrath. Motion approved 6-0.

Motion by Albrecht to forward the findings of fact and resolution to the Village Board of Trustees recommending approval of 700 S. Lombard Avenue as a Historic Landmark. Second by Palese. Motion approved 6-0.

Motion by Eakin to close the public hearing. Second by Albrecht. Motion approved 6-0.



HISTORIC LANDMARK NOMINATION FORM

1. Name of Property

Historic name 1 FREEMAN LANDON HOUSE

2. Location

Street & number 700 SOUTH LOMBARD AVENUE

3. Classification

Ownership of Property

(Check as many boxes as apply)

private

Category of Property

(Check only one box)

building(s)
 structure

Number of Resources within Property

Contributing Noncontributing

1 buildings
1 structures

1 Total

Type of Designation

exterior
 public interior

4. Function or Use

Historic and Current Function (Enter categories from instructions)

Category: DOMESTIC Subcategory: SINGLE DWELLING

5. Description

Architectural Style: ECLECTIC; COLONIAL REVIVAL and PRAIRIE SCHOOL INFLUENCES

Areas of Significance

- (1) Significance as an example of the architectural, cultural, economic, historic or social development or heritage of the Village of Oak Park, the State, or the United States;
- (5) Embodiment of those distinguishing characteristics of significant architectural type, or style, or engineering specimen;
- (6) Identification as the work of a builder, designer, architect, craftsman, engineer or landscape architect whose individual work is significant in the development of the Village of Oak Park, the State, or the United States;

Period of Significance

1922

Architect

JEREMIAH J. CERNY

Builder

WILLIAM R. MOLE

6. Representation in Existing Surveys

7. Legal Description

Lots 150 and 151 in the subdivision of Lots 16 to 20 inclusive, Lots 22 to 49 inclusive, and Lots 51 to 60 inclusive, in Lombard Avenue Addition to Austin being a subdivision of the North 2/3 of the West 30-82/100 acres of the East half of the Northwest quarter of Section 17 in Township 39 North, Range 13 East in Cook County, Illinois.
Pin#: 16-17-120-001

8. Form Prepared By

name/title DOUGLAS KAARRE, AICP / URBAN PLANNER email kaarre@oak-park.us
organization VILLAGE OF OAK PARK date JULY 8, 2011
street & number 123 MADISON STREET phone (708) 358-5417
city or town OAK PARK state ILLINOIS zip code 60302

9. Property Owner

name TERESA POWELL email tpowell@oak-park.us
street & number 700 S. LOMBARD AVENUE telephone (708) 358-5670
city or town OAK PARK state ILLINOIS zip code 60304

owner consents to historic landmark designation: yes no

Teresa Powell Signature Date July 11, 2011

Applicant(s) – If different than Property Owner

name SAME AS OWNER email _____
street & number _____ telephone _____
city or town _____ state _____ zip code _____

10. Official Action

Date Application Submitted: July 8, 2011

Preliminary Determination of Eligibility July 14, 2011

Public Hearing: August 11, 2011

Result: HPC forwarded to Village Board for approval

Date of Village Board Action: _____

Result: _____

Date of Village Board Action: _____

Result: _____



123 MADISON STREET, OAK PARK, ILLINOIS 60302

HISTORIC LANDMARK NOMINATION REPORT



**Freeman Landon House
700 South Lombard Avenue**

Preliminary Determination of Eligibility approved by the
Oak Park Historic Preservation Commission on July 14, 2011

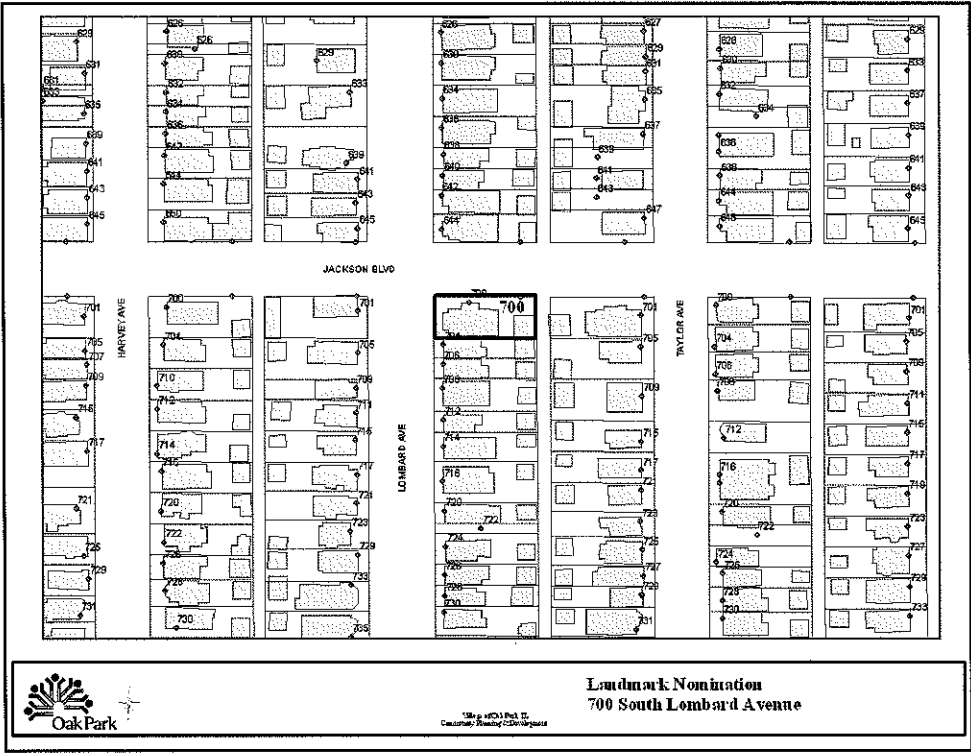
Designated by Village Ordinance on

Freeman Landon House 700 South Lombard Avenue

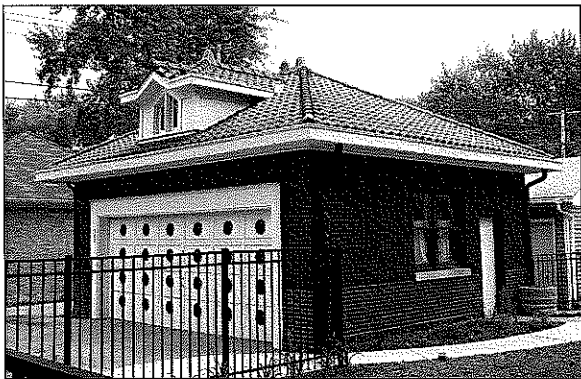
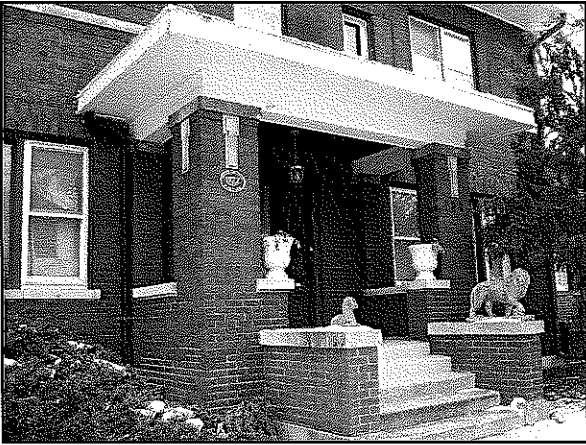
Built: 1922
Architect: Jeremiah J. Cerny
Contractor: William R. Mole

The Freeman Landon House was built in 1922 and designed by architect Jeremiah J. Cerny (also known as J. J. Cerny and Jerry J. Cerny). The house is located at the southeast corner of Lombard Avenue and Jackson Boulevard. The two story brick house is rectangular in plan and faces north. The north, east and west facades are clad in a reddish-brown brick, which is raked to provide texture. The south façade is mainly Chicago common brick. A one-story enclosed sunroom faces west, with a two-story inset enclosed porch facing east. The main entrance porch faces Jackson Boulevard to the north. The porch has two large brick posts supporting a hipped clay tile roof, with concrete stairs flanked by stepped brick side walls capped in limestone. Each post has a central geometric limestone decorative element centered facing the street. The wood entry door with large central window is flanked by leaded glass sidelights.

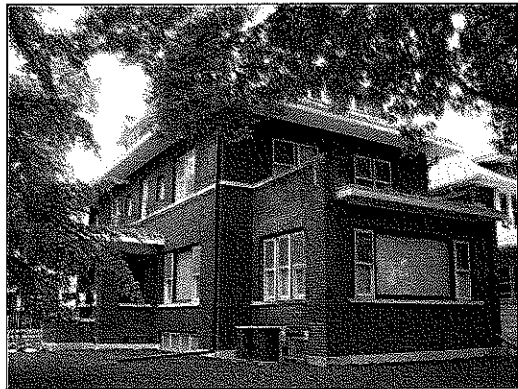
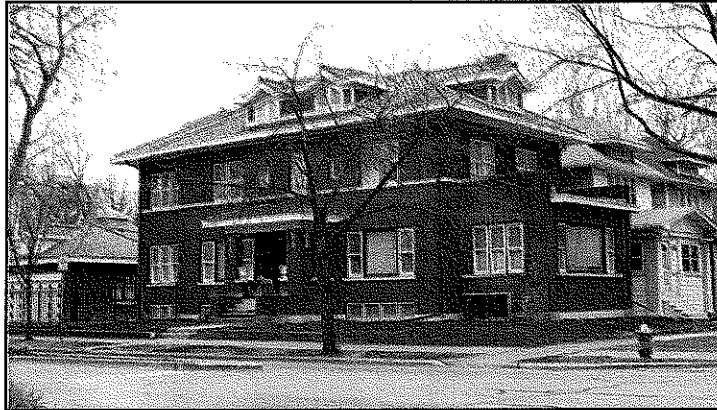
The distinctive green clay tile hipped roof has prominent ridge tiles, two small hipped clay tile dormers facing east and west, with a large double dormer, also hipped with clay tile, facing north. The original dormers have distinctive angled windows with corresponding triangular arched gables extending from the hip roof. This feature is repeated in each dormer. Clay tile finials are located at the peak of each dormer gable end and periodically spaced along the roof ridge. A dormer facing south was added in 1962 but is not visible from the street.



The house has limestone banding under the second floor windows, deep eaves with wood soffits and fascia and a built-in wood gutter system. The majority of the windows are 1-over 1 double-hung with storms, with three Chicago-style windows on the first floor – a large picture window flanked by smaller double-hung windows. A one-story two-car garage with clay tile hipped roof, also built in 1922, is placed on the east end of the lot at the alley facing north. The design of the garage, including a north-facing dormer and brick facades, matches that of the house.



(Source of photos this page and following page: Village of Oak Park)



History of the Freeman Landon House

The Freeman Landon House is significant as an example of an Eclectic mix of Colonial Revival and Prairie School architecture, as a prominent corner house in south Oak Park, and as one of architect J. J. Cerny's more affluent and prominent residential designs.

Walter McDonald of Chicago sold lots 150 and 151 in the Lombard Avenue Addition to Austin in 1891 to Samuel and Mary D. Koerr for \$1,000.¹ The deed specified that the property was to be used for "*no other than residence purposes for the like period of 15 years and no nuisance or thing detrimental to the neighboring property for the full use and enjoyment thereof shall be placed, had or done thereon.*" The property was never developed until Freeman Landon purchased the property in 1922.

¹ Deed number 1455750 filed for record April 24, 1891 in Cook County, Illinois.

Freeman Landon was born in Sharon, Wisconsin in 1868. He was raised in Sycamore, Nebraska and moved to Chicago in 1891 at the age of 23.² He worked as a teamster until he founded the F. Landon Cartage Company in Chicago. The company specialized in hauling and delivering goods for clients by truck.

CHAUFFEURS, truck, and tractor-semi trailer. Chicago, Suburban delivery. F. Landon Cartage Company, 5522 Division-st., 1010 Madison-st., 5630 65th-st. Phone Lee Landon. Haymarket 5080.

(Source: Chicago Daily Tribune, November 19, 1944)

Truck and tractor—Semi-trailer chauffeurs, for Chicago and suburban deliveries. F. LANDON CARTAGE CO., 1010 W. Madison, Ph. Lee Landon, Hay. 5080.

(Source: Chicago Daily Tribune, March 29, 1944)

WANTED—Closed panel side body semi-trailers with frames; 24 ft. single and tandem axles; 32 ft. single and tandem axles. F. Landon Cartage Co. 1030 W. Monroe Haymarket 1-5080.

(Source: Chicago Daily Tribune, October 10, 1954)

Freeman's wife Mattie Northrup was born in Huntley, Illinois in 1874.³ The couple had three children – Arthur (1902-1960), Lee (1904-1958) and Bernice (b. 1906). The family resided at 1036 W. Monroe Street in Chicago, also the site of Landon's company through at least 1972, until the family moved to Oak Park in 1922 to live in their new house. Freeman died at Oak Park Hospital on July 6, 1947 at the age of 79 after four years of poor health.⁴ Mattie died on July 13, 1955 at Oak Park Hospital, having lived in the house at 700 S. Lombard for 33 years. Both are buried at Forest Home Cemetery.⁵ The Landon children remained in the area, with Arthur living in Riverside, Lee living in River Forest, and Bernice Gertsen living in Oak Park. Both Arthur and Lee worked at the F. Landon Cartage Company, with Arthur eventually serving as company owner and president. In 1972 Lee's son Sigurd Landon, the grandson of Freeman and Mattie, was president of the company.⁶

² "Cartage Company Owner is Dead," Oak Leaves, July 10, 1947.

³ "Mrs. Freeman Landon Dies at 81," Oak Leaves, July 21, 1955, p. 11.

⁴ "Cartage Company Owner is Dead," Oak Leaves, July 10, 1947.

⁵ "Death Notices: Mattie S. Landon," Chicago Daily Tribune, July 14, 1955, p. B4.

⁶ "Businessman Convicted of Lie in Assessor Quiz," Chicago Daily Tribune, March 30, 1972, p. 5.

Strength, power, short wheelbase handiness, economy of operation, and low cost of replacement parts are distinctive Autocar advantages responsible for the phenomenal sales of Autocar four-cylinder trucks.

Among the recent purchasers of four-cylinder Autocars in Chicago are:

Aberdeen Franklin Coal Co.	Farr Bros.	O'Keefe Bros. Coal Co.
Robt. R. Anderson	Florsheim Shoe Co.	Pickens Motor Express
Arcola Construction Co.	Hales Coal & Material Co.	Piggly Wiggly Co.
Auburn Coal & Matl. Co.	Hanchett Paper Co.	Pulaski Coal Co.
Baker Smith Coal Co.	Hinckley & Schmitt	Henry Rabe
E. C. Bargery	James Coal Co.	C. E. Reading Coal Co.
Barts Motor Express Co.	P. A. Johnson	Riverdale Motor Trans. Co.
Andrew Benson	E. Kahn & Co.	John H. Sell
W. F. Bohner	J. B. Kausal	Standard Concrete Const. Co.
Bunge Bros. Coal Co.	Wm. G. Korrell	Standard Oil Co.
Circuit Supply Co.	Kramer Bros. & Mager	Steel Sales Corp.
Citizens Service Bureau	Lake Bldg. Matl. Co.	A. L. Strachan & Son
Clearing Bldg. Mil. & Coal Co.	Lamb Bottling Works	J. M. Sweeney Coal Co.
Consumers Co.	F. Landon Cartage Co.	Taylor's Motor Express Co.
Thos. V. Crane	H. Lemlein	Union Drawn Steel Co.
Norman G. Cullen	Levin Beverage Co.	James Walsh Co.
DeYoung & Eldrenkamp	E. J. McQuaid Coal Co.	West Chicago Coal Co.
C. P. Dierks	Nuelsen Cartage Co.	Western Coal & Supply Co.
A. Einfeldt	Jess. O'Brien	Western Fuel Co.
Eldridge Coal & Coke Co.		Yards Coal Co.

THE AUTOCAR SALES & SERVICE CO.

913-925 West Jackson Blvd., Chicago

Direct Factory Branch of The Autocar Co., Est. 1897, Ardmore, Pa.

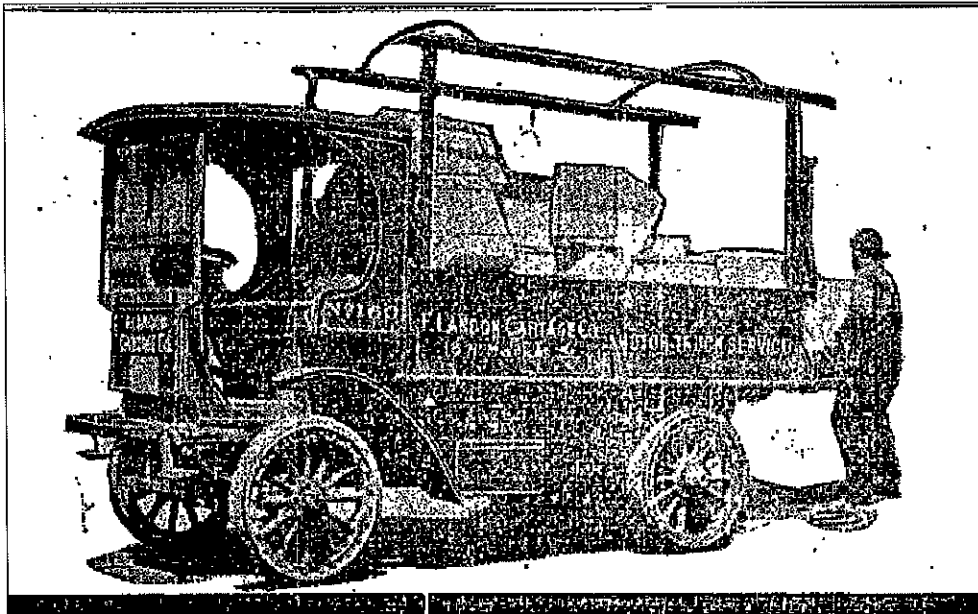
The Sturdy

Autocar

Wherever there's a road

A complete line of Autocar trucks—new, rebuilt and reconditioned
Capacities, 1 to 6 tons—Chassis prices \$1100 to \$4350

(Source: Chicago Daily Tribune, May 3, 1923)



F. Landon Cartage Co. Motor Truck Services
(Source: Chicago Daily Tribune, February 20, 1918)

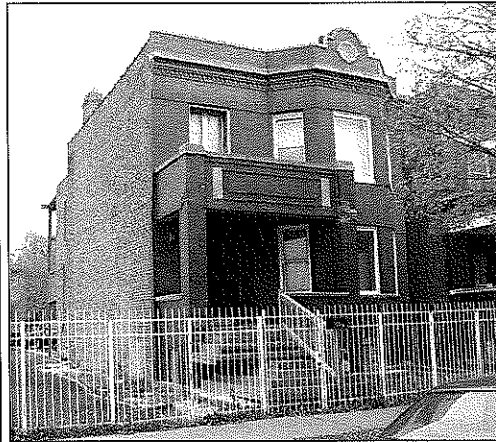
Jeremiah J. Cerny, Architect

Jeremiah J. Cerny (also known as J. J. Cerny and Jerry J. Cerny) was a Chicago architect who began his career as a draftsman. Cerny was born in Iowa in 1888. He first appeared in the Chicago Directory in 1905 as a draftsman working at 163 Randolph Street. From 1906 to 1910 he worked in the office of architect Frank O. DeMoney at 144 La Salle Street. His first listing in the Directory as an architect, working at 9 S. La Salle, was in 1911; he was 23 years old.⁷ He was admitted to the Illinois Society of Architects in 1913,⁸ and had opened his own office at 1444 S. Crawford (now Pulaski), where he remained until 1922, the last year he appeared in the Chicago Directory. He was working in this office when he designed the house at 700 S. Lombard for Freeman Landon.

Cerny partnered with architect Frank O. DeMoney in 1911 and 1912 on a number of commissions based on building permits listed in the Chicago Tribune. DeMoney, whose office was also at 144 LaSalle Street, was the architect who designed homes for S. T. Gunderson & Sons, builders of hundreds of homes in Oak Park between 1905 and 1920. It is possible that J. J. Cerny may have worked on designs for the Gundersons while in DeMoney's office. DeMoney was a friend of Seward Gunderson, and was listed in the Second Gunderson Subdivision sales brochure as "*a man devoted to art as well as skilled in practical application.*"⁹ DeMoney & Cerny designed brick two- and three-flats common in Chicago at the time. Several examples include 1642 S. Harding (1912) and 3944 W. Van Buren (1912).



1642 S. Harding (1912)



3944 W. Van Buren (1912)

Cerny worked steadily through his early years, and is known to have designed at least 80 buildings in various Chicago neighborhoods. His earliest known work is an industrial style building designed for Essanay Studios at 1333-45 W. Argyle Street in the Uptown neighborhood of Chicago (1908-15).¹⁰ Essanay was one of the nation's premier movie

⁷ Thirteenth Census of the United States - 1910 Population.

⁸ Handbook for Architects and Builders, April 8, 1913.

⁹ S. T. Gunderson & Sons, *New Book of Standard Gunderson Homes*, 1908, p. 11.

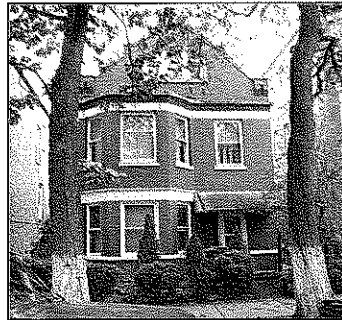
¹⁰ Chicago Historic Resources Survey, City of Chicago, Department of Housing and Economic Development, Historic Preservation Division, 1995.

companies, producing hundreds of motion pictures, featuring such stars as Charlie Chaplin, Gloria Swanson, and Gilbert “Bronco Billy” Anderson.¹¹

The majority of his work appears to be two-story brick flats (known locally as Two-Flats), a popular building type in Chicago in the early 20th century.¹² He collaborated with several builders on multiple projects, including E. A. and L. F. Washburn (14 properties), and Fred Mraz, who was also lived next door to Cerny.¹³ He also worked with builder B. Higgins to develop a 10-home subdivision of one-story bungalows on the 5200 block of W. Quincy in 1912.



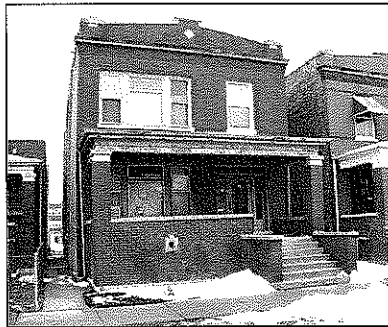
1054 N. Kedzie (1910)



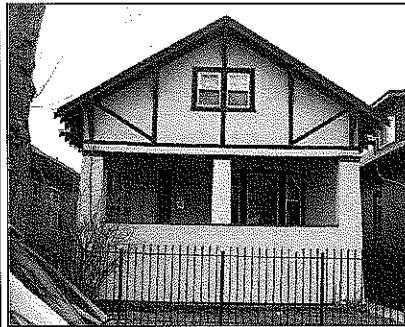
2438 S. Harding (1910)



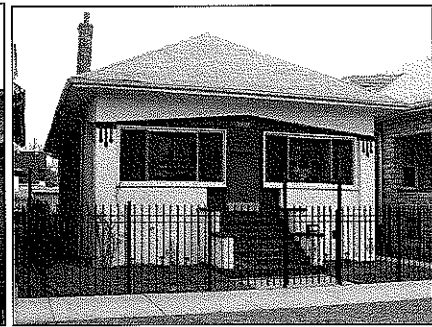
1803 S. Springfield (1912)



6219 Bishop (1912)



5236 W. Quincy (1912)



5256 W. Quincy (1912)

Two of his larger buildings were brick apartments constructed at 2539-41 and 3007-25 W. Logan Boulevard for developer J. B. Couleur. They are both located within the Logan Square Boulevards Historic District in Chicago. The use of projecting bays and porches helped to break up the apartment façade into smaller units, making its presence in the streetscape less formidable.¹⁴ Cerny also designed commercial buildings, typically one to three stories with storefronts on the first floor. His largest known work is the Miller Brothers Furniture Store at 4020-26 W. 26th Street in Chicago, designed in 1923. Although altered, it's classical design motif applied to the commercial structure can still be clearly seen.

¹¹ Essanay Studios, 1333-45 W. Argyle Street, Chicago Landmarks Preliminary Staff Summary of Information, City of Chicago, November 1989.

¹² Based on a listing of Chicago building permits in the Chicago Daily Tribune on-line (1910-1929)

¹³ Thirteenth Census of the United States – 1910 Population.

¹⁴ Daniel Bluestone, “*Logan Square Boulevards Historic District*,” National Register of Historic Places Nomination, July 1985, p. 4-5.

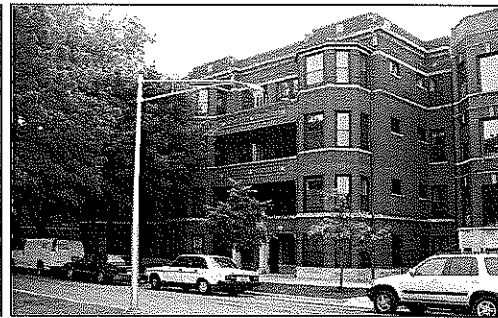


4020-26 W. 26th Street (1923)
 (Source: Cook County Assessor)

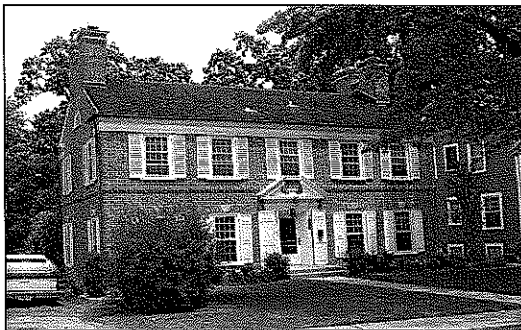
By the late 1920s and early 1930s his work progressed to include more affluent single-family homes, including a two-story Colonial Revival style house at 1942 W. 101st Place in the Beverly neighborhood, and a large Classical Revival style house at 6134 N. Kirkwood Avenue in the Forest Glen neighborhood.¹⁵ The Kirkwood house is the last commission on record, constructed in 1934.



2539-41 W. Logan Boulevard (1913)



3007-25 W. Logan Boulevard (1914)



1942 W. 101st Place



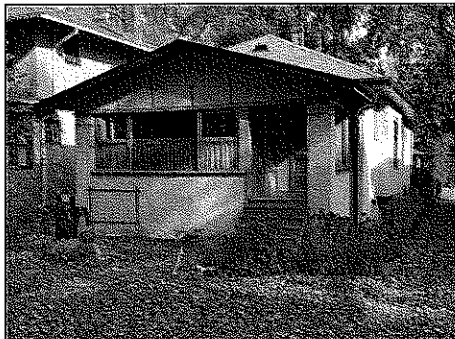
6134 N. Kirkwood Avenue

(Source of four photos above: Cook County Assessor)

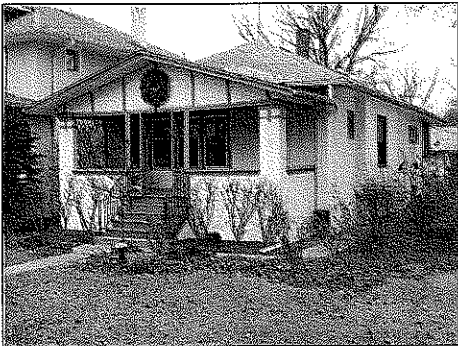
In addition to the Freeman Landon House, Cerny designed ten other buildings in Oak Park between 1921 and 1929, including two bungalows at 628 and 640 N. Grove (both in 1921

¹⁵ Chicago Historic Resources Survey, City of Chicago, Department of Housing and Economic Development, Historic Preservation Division, 1995

for the Joseph E. Jones Co.), a brick two-flat at 332 S. Cuyler Avenue in 1924, a 3-story brick apartment building at 1101 S. Oak Park Avenue , and a large courtyard apartment building at 1158-64 S. Oak Park Avenue, also in 1924.



628 N. Grove Avenue (1921)
(Source: Cook County Assessor)



640 N. Grove Avenue (1921)
(Source: Cook County Assessor)



1101 S. Oak Park Avenue (1924)
(Source: Cook County Assessor)



1158-64 S. Oak Park Avenue (1924)
(Source: Village of Oak Park)

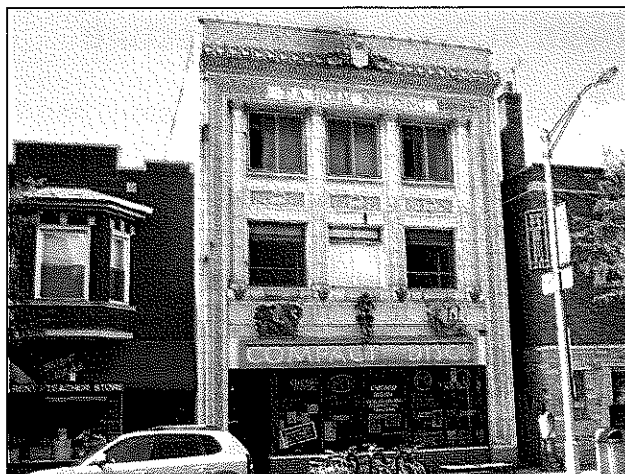
He also designed several commercial buildings, including a modest two-story brick building at 58 Madison Street and the T. A. Holm Building, an exuberant terra cotta structure at 905 S. Oak Park Avenue. This building was constructed for Thor A. Holm, a prolific local housing developer. His last known Oak Park commission is a large two-story brick house for John Fraser at 1100 Fair Oaks Avenue, designed in 1929 in the Classical Revival style. According to the building permit he was still working from his office at 1444 S. Crawford Avenue.



58 Madison Street (1921)
(Source: Cook County Assessor)



1100 Fair Oaks Avenue (1929)
(Source: Cook County Assessor)



T. A. Holm Building, 905 S. Oak Park (1925)
(Source: Village of Oak Park)

Very little of Cerny's life is known outside of his work. He and his wife Josephine¹⁶ lived at 1944 S. Crawford (now Pulaski) for many years. The brick two-story building included a first floor storefront and second floor apartment. His office was also located there. They later moved to 5408 W. 26th Place in Cicero, Illinois. Cerny died on October 25, 1948 at the age of 60, and is buried at St. Adalbert's Cemetery in Niles, known for serving the Polish (Bohemian) Catholic community.¹⁷

William R. Mole, Contractor

The house was constructed by William Robert Mole, a mason and contractor. Mole's office was at 133 W. Washington in Chicago. He lived at 639 Washington Boulevard in Oak Park, an attractive Craftsman bungalow he also built.¹⁸ He is also known to have built the Dole Valve Company factory in Chicago in 1920.¹⁹ Mole and his wife Edna (Schreiber) had four children – William, Edna (Newton), Marijane (Stoner), and Marjorie. After retiring to Chicago, Mole died on November 5, 1950 at the age of 63.²⁰



Dole Valve Co., 1923 W. Carroll, Chicago (1920)
(Source: Cook County Assessor)

¹⁶ Fourteenth Census of the United States – 1920 Population.

¹⁷ "Death Notices: Jerry Cerny," *Chicago Daily Tribune*, October 26, 1948, p. A2.

¹⁸ Mole's office and home addresses were taken from the Oak Park building permits for 700 S. Lombard and 639 Washington.

¹⁹ "Building Permits," *Chicago Daily Tribune*, February 26, 1920, p. 16.

²⁰ "Death Notices: William Robert Mole," *Chicago Daily Tribune*, November 7, 1950, p. 20.

The Eclectic Movement in Domestic Architecture

The Eclectic movement refers to combining elements of historic and/or modern styles together to create individual design interpretations. In Eclecticism many different styles vie with one another to delineate between historical and modern styles.²¹ The Landon House at 700 S. Lombard Avenue represents an eclectic mix of Colonial Revival and Prairie School elements.

The Eclectic movement began in the 1890s as European-trained architects began to design period houses for wealthy clients in styles such as Italian Renaissance, Tudor and Colonial Revival. The emphasis on period styles was interrupted by the first wave of architectural modernism such as Craftsman and Prairie styles, which dominated American houses in the early 20th century. After WWI, fashions in domestic architecture shifted to period styles. In the early 1920s inexpensive techniques were perfected for adding a thin veneer of brick to the exterior of the traditional balloon-framed house.²²

During the early years of the eclectic era, experimental combinations of styles were common. From about 1890 to 1915 styles as different as Colonial Revival, Neoclassical, Prairie, Tudor, Mission and Craftsman were being built simultaneously. Many architects and builders experimented with fanciful combinations of these styles, though it was less common after 1915.²³

The Freeman Landon House is essentially a Colonial Revival style house in massing and proportion with the main house accentuated by side wings. Colonial Revival is the most popular architectural style in American history beginning in the late 19th century. A sudden wave of nostalgic patriotism in the late 1800s and a yearning for old-time simplicity swept the country.²⁴ The term “Colonial Revival” refers to the renewed interest in the architecture of the early English homes of the East Coast. The Georgian and Adam styles form the backbone of the Revival, with secondary influences from Post-medieval English or Dutch colonial prototypes. Details from two or more of these precedents are freely combined in many examples so that pure copies of colonial houses are far less common than are eclectic mixtures.²⁵ The Colonial Revival style maintained its popularity well into the 20th century, becoming simpler with each passing decade.²⁶

The main elaboration on Colonial Revival houses are the entrances, cornices and windows. One sub-type of the Colonial Revival style includes symmetrical homes with hipped roofs and simpler details – reminiscent of the home at 700 S. Lombard. The introduction of brick veneer in 1915 resulted in its common use on this style of home.²⁷

²¹ McAlester, Virginia & Lee, A Field Guide to American Houses, p. 319.

²² McAlester, p. 319.

²³ McAlester, p. 12.

²⁴ Massey, James and Shirley Maxwell, House Styles in America: The Old House Journal Guide to the Architecture of American Homes, p. 177.

²⁵ McAlester, p. 324.

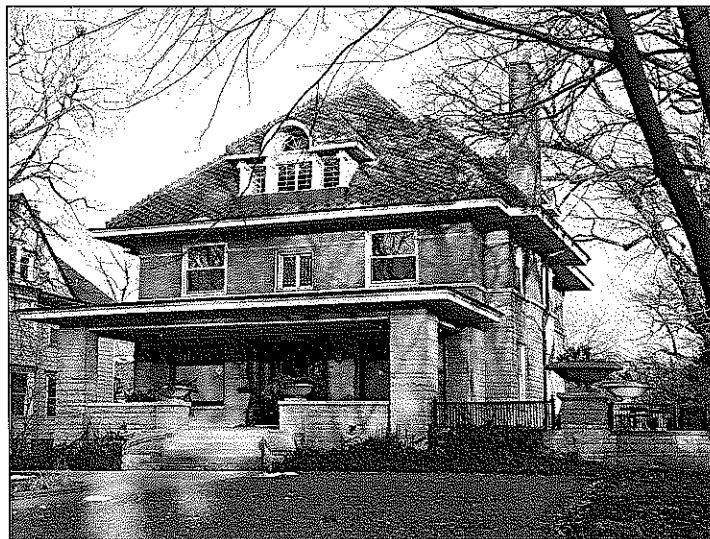
²⁶ Massey and Maxwell, p. 185.

²⁷ McAlester, p. 324.

The Freeman Landon House also exhibits characteristics of the vernacular Prairie style. The Prairie style of architecture was the result of a progressive movement away from the Classical and Victorian architectural styles and was concentrated in Chicago and in Oak Park. The group of architects considered part of this movement were referred to as the "Prairie School." This progressive era is generally associated with the period from the beginning of the 20th century through World War I. Following the war the popularity of the Prairie style waned and many of the architects who worked in the style adapted with the changing times.²⁸

Common features of a Prairie style home include a low-pitched roof, often hipped, with wide overhanging eaves; two stories with one-story wings or porches; and cornice and façade detailing emphasizing horizontal lines.²⁹ Often these vernacular Prairie style homes showed Mission style details such as a clay tiled roof.³⁰ These characteristic elements of the Prairie style are reflected in the design of the house at 700 S. Lombard Avenue.

Although less common during the 1920s than in the previous two decades, the combination of architectural styles had its precedence in Oak Park and elsewhere. Both the Colonial Revival and Prairie styles were common and popular forms of architecture in the community and other examples of their combination existed, perhaps providing a basis for Cerny's design. One prominent example is the A. J. Redmond House at 422 Forest Avenue, designed by E. E. Roberts in 1900. This house exhibits the symmetry and proportions of the Colonial Revival style, including a prominent Palladian dormer, with the horizontal emphasis of the vernacular Prairie style, including the brick and stone exterior and the clay tile roof.



422 Forest Avenue (1900)
(Source: Village of Oak Park)

Criteria for Designation

²⁸ McAlester, p. 439.

²⁹ *Ibid.*, p. 439.

³⁰ *Ibid.*, p. 439.

According to Section 7-9-6(B) of the Oak Park Historic Preservation Ordinance, the Historic Preservation Commission must make a preliminary determination of eligibility after receiving a nomination. A determination of preliminary eligibility must be based upon a finding that there is a likelihood that a nominated historic landmark will meet one or more of the "Criteria for Designation" set forth in Section 7-9-5 of this Article.

The Freeman Landon House at 700 South Lombard Avenue was nominated under the following criteria:

- (1) Significance as an example of the architectural development or heritage of the Village of Oak Park;
- (5) Embodiment of those distinguishing characteristics of a significant architectural style;
- (6) Identification as the work of an architect whose individual work is significant in the development of the Village of Oak Park, the State of Illinois and the United States;

In addition, the property is at least 50 years old and has sufficient integrity of location, design, materials and workmanship to make it worthy of preservation or restoration.

Bibliographical References

Primary and unpublished sources

Village of Oak Park building permit no. 12042, dated 5 July 1922 for 700 S. Lombard.
Owner: F. Landon, Architect: J. J. Cerny, Contractor: W. R. Mole. 2 story brick residence valued at \$12,000.

Village of Oak Park building permit no. 12665, dated 17 November 1922 for 700 S. Lombard. Owner: F. Landon, Contractor: W. R. Mole. Brick garage valued at \$1,000.

Village of Oak Park building permit no. 30217, dated 4 June 1962 for 700 S. Lombard.
Owner: Mr. R. Hanrahan, Contractor: Frederick Construction Company. 28-foot brick dormer valued at \$5,000.

Secondary and published sources

Bluestone, Daniel. "*Logan Square Boulevards Historic District*," National Register of Historic Places Nomination, July 1985.

"*Building Permits*." Chicago Daily Tribune, February 26, 1920, p. 16.

"*Businessman Convicted of Lie in Assessor Quiz*." Chicago Daily Tribune, March 30, 1972, p. 5.

"*Cartage Company Owner is Dead*." Oak Leaves, July 10, 1947.

"*Classified Ad*." Chicago Daily Tribune, March 29, 1944, p. 24.

"*Classified Ad*." Chicago Daily Tribune, November 19, 1944, p. 24.

"*Classified Ad*." Chicago Daily Tribune, October 10, 1954, p. C28.

"*Chicago Historic Resources Survey*," City of Chicago, Department of Housing and Economic Development, Historic Preservation Division, 1995.

"*Death Notices: Jerry Cerny*." Chicago Daily Tribune, October 26, 1948, p. A2.

"*Death Notices: Mattie S. Landon*." Chicago Daily Tribune, July 14, 1955, p. B4.

"*Death Notices: William Robert Mole*." Chicago Daily Tribune, November 7, 1950, p. 20.

Deed number 1455750 filed for record April 24, 1891 in Cook County, Illinois

"*Display Ad*." Chicago Daily Tribune, February 20, 1918, p. 8.

"*Display Ad*." Chicago Daily Tribune, May 3, 1923, p. 14.

McAlester, Virginia and Lee McAlester. A Field Guide to American Houses. New York: Alfred A. Knopf, 2000.

Massey, James C. and Shirley Maxwell. House Styles in America: The Old House Journal Guide to the Architecture of American Houses. New York: The Penguin Group, 1996.

"*Mrs. Freeman Landon Dies at 81*." Oak Leaves, July 21, 1955, p. 11.

"*Obituaries: Arthur Landon*." Chicago Daily Tribune, April 6, 1960, p. B10.

"*Obituaries: Arthur Landon*." Chicago Daily Tribune, April 8, 1960, p. B8.

"*Obituaries: George Landon*." Chicago Daily Tribune, May 31, 1947, p. 8.

"*Obituaries: Lee S. Landon*." Chicago Daily Tribune, April 22, 1958, p. A6.

"*Obituaries: William Mole*." Chicago Daily Tribune, November 6, 1950, p. C6.

"*Permits to Build*." Oak Leaves, July 8, 1922, p. 48.

OAK PARK HISTORIC PRESERVATION COMMISSION

Christina Morris, Chair
Joerg Albrecht
Garret Eakin
Frank Heitzman

Bob Lempera
Rosanne McGrath
Regina Nally
Drew Niermann

Gary Palese
Michael Plummer
Tony Quinn

The Commission is staffed by the Community Planning and Development Department, Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302

Nomination Report prepared by:

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Urban Planner/Historic Preservation
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Teresa Powell
700 S. Lombard Avenue
Oak Park, Illinois 60304

#

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Motion to approve an Ordinance for the approval of the special use application for 715 South Boulevard (Forest Park National Bank and Trust) authorizing Issuance Of A Special Use Permit To Permit A Financial Institution with Drive Through Facility and ATM

Resolution or Ordinance No. _____

Date of Board Action: **Tuesday, September 6, 2011**

Staff Review: **Craig Failor, Village Planner**

Department Director Name: 

Village Manager's Office: 

Item History (Previous Board Review, Related Action, History): On May 17, 2011, Forest Park National Bank and Trust submitted an application for a Special Use Permit and a Petition for Zoning Text Amendment related to a proposed bank with drive-thru lanes that would use the alley for entry. The bank will be located at 715 South Boulevard, (between Oak Park Avenue and Euclid). The Village Board of Trustees referred the Bank's application for special use and petition for text amendment to the Plan Commission at its May 23, 2011 meeting. The Plan Commission held public meetings on June 16, 30 and July 21, 2011. The hearings included testimony from the Bank and its representatives, as well as written and oral input from the community.

The proposed development consists of a new two-story bank building with two drive-thru lanes, ATM and a parking lot in the rear. The proposed bank building will be constructed up to the front property line along South Boulevard continuing the existing street wall. The proposal submitted to the Plan Commission is for the Bank's drive-thru lanes to be sited so that traffic would enter off Oak Park Avenue travelling east down the east west alley which runs between Oak Park Ave and Euclid. Traffic would exit onto South Boulevard into the enclave parking area in front of the building.

As a result of the Plan Commission hearings, the Plan Commission is recommending that the drive-thru lanes be constructed so that traffic enters the drive-thru off South Boulevard and exits by travelling south through the parcel and then west on to the east-west alley, exiting on to Oak Park Avenue. The traffic pattern would be clockwise with the vehicles being required to turn right.

The Applicant has two requests: **a)** The Applicant seeks approval of a Special Use permit for a drive-thru bank facility with ATM and; **b)** a Zoning Ordinance Text Amendment to the definition of Alley in order to allow commercial use of the abutting alley for access to the drive-thru. The Bank proposes the following change (in quotes) to the definition of Alley contained in the Section 9.5 of the Zoning Code: "A private or dedicated public way that affords only a secondary means of access to contiguous property and is less than 33 feet in width "unless within a business or commercial district that is adjacent to said alley on both

sides, then it can afford a primary means of access.”

The Plan Commission was advised by its attorney that the foregoing text amendment will not be necessary if the Board accepts the Plan Commission's recommendation to change the proposed ingress and egress to the drive-thru because traffic exiting the bank will be using the alley a secondary means of access.

Attached are the Plan Commission's approved Findings of Fact for the Board's consideration. The Plan Commission voted 5-1 in support of the special use asking that the attorney prepare the findings of fact report in an affirmative manner. The Findings of Fact were approved on July 21, 2011 by a 5-1 vote.

On August 1, 2011, The Village Board received and reviewed the application and requested an ordinance be prepared for adoption with minor changes to the Findings of Fact relative to the proposed building façade.

Item Policy Commentary (Key Points, Current Issue, Bid Process, Recommendation): The main issue is the proposed traffic circulation in and out of the drive-thru lanes. The Bank's proposal was to circulate traffic into the bank using the Oak Park Avenue entrance to the east-west alley and to then have vehicles exit on to South Boulevard. This would require the bank to be sited on the western edge of the parcel with the lanes to the east. (The traffic circulation pattern affects the location of the bank vis a vis the lanes because drivers transact business out their drivers side window. Thus the lay out of the parcel will always be that the bank is to the left of the vehicles driving through the lanes.)

The Plan Commission's preference is for a traffic pattern where vehicles enter off South Boulevard and exit using the east-west alley on to Oak Park Ave, restricted to right turns. This would result in the bank building being located on the east side of the parcel with the lanes on the west. The Plan Commission held a lengthy discussion on this issue, with four (4) of the six (6) commissioners who felt it could be either scenario. Their main concern was the potential pedestrian/vehicle conflict. The Commission felt that vehicles entering off South Boulevard, (from the enclave parking area) would more easily notice pedestrians as they approach the sidewalk than would vehicles exiting on to South Boulevard from the bank where the bank building would interfere with a clear sight line to view pedestrians. The Plan Commission also felt that traffic turning movements from Oak Park Avenue may create conflicts with traffic flow. The Plan Commission felt that relocating the building to allow for a clockwise circulation of vehicles so that they enter off South Boulevard and exit on to Oak Park Avenue would either eliminate or greatly reduce traffic pedestrian conflicts. They also indicated that, with other business developments possible in the near future, there is a good possibility that the parking lots along the alley will be fully utilized, creating an even greater potential traffic pattern issue. In addition to the findings of fact report, included in this packet are emails, letters, and petitions from residents relevant to this application as well as the HPC review memorandum and information submitted by the Oak Park Township.

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): NA

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

1. Accept the Plan Commission's recommendation. Accepting the Plan Commission's recommendation would authorize the issuance of a special use for the drive-thru lanes with the conditions contained in the Plan Commission's findings of fact. If the Board accepts the Plan Commission's recommendation, a text amendment will not be necessary because using the alley as a means of egress would be a secondary use.

2. Reject the Plan Commission's recommendation. Rejecting the Plan Commission's recommendations, can take two forms: Either a) a complete rejection of the special use for the drive thru lanes; or b) an acceptance of the Bank's proposed special use for drive-thru lanes with a rejection of the Plan Commission's recommendations as to traffic flow as well as the other specific conditions in the findings of fact.

If the Village Board rejects the Plan Commission's recommendations and accepts the drive-thru as proposed, then the application would need to be remanded back to the Plan Commission for reconsideration of the application and the Plan Commission will need to make a recommendation on the proposed text amendment. If the Village Board remands the application back to the Plan Commission, they will need to determine the greater implication of the text amendment beyond that of the subject site as it would be applicable to many areas with the Village's business districts.

Proposed Recommended Action: Approve the Motion

**AN ORDINANCE
AUTHORIZING ISSUANCE OF A SPECIAL USE PERMIT
TO PERMIT A FINANCIAL INSTITUTION WITH DRIVE THROUGH
FACILITY AND ATM**

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

SECTION 1: The Village Board finds as follows:

A. That a public hearing was held pursuant to notice of the Plan Commissions, sitting as a Zoning Commission, of the Village of Oak Park for a request for issuance of a special use permit authorizing the use of the property commonly known as 715 South Boulevard, Oak Park, Illinois, for a financial institution with drive through facility and ATM.

B. That this Board approves and adopts the Findings of Fact and Recommendation of the Plan Commission, sitting as the Zoning Commission set forth in its Report dated July 21, 2011, attached hereto as *Exhibit 1* and as amended by the Village Board on August 1, 2011 with the following language changes to Recommendation number 1 in bold text:

*That the bank drive-in facility be constructed, operated and maintained in substantial conformity with the site plan designated Scheme 6.1 and dated 6/22/11 and that the bank building be constructed in substantial conformity with **either** the traditional architectural style as depicted on the sheet labeled "North Elevation – South Boulevard" and dated 5/18/11 **or the modern architectural style as depicted on the sheet labeled "Modern Design.***

Teresa Powell
Village Clerk

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

Teresa Powell
Village Clerk

EXHIBIT 1

July 21, 2011

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

Re: Application of Forest Park National Bank for a Special-Use Permit to allow a bank drive-in facility at 715 South Boulevard.

Dear Ladies and Gentlemen:

On or about May 17, 2011, Forest Park National Bank and Trust Company, (hereinafter sometimes called the "Applicant") filed an application for issuance of a special-use permit, pursuant to Section 3.1 of the Zoning Ordinance of the Village of Oak Park, authorizing the construction of a bank drive-in facility at 715 South Boulevard, Oak Park, Illinois (hereinafter "the Subject Property"). This matter was referred to the Plan Commission, sitting as a Zoning Commission, (hereinafter sometimes called "this Commission") to hold the required public hearing.

A public hearing was scheduled for June 16, 2011 at 7:00 p.m. in the Council Chambers of the Village Hall, Madison and Lombard, Oak Park, Illinois. Notice of the time and place of this public hearing was published on June 1, 2011 in the "Wednesday Journal," a newspaper of general circulation in the Village of Oak Park. A notice was posted at the Subject Property and letters were also mailed to owners of record within

4. That pursuant to the plans and specifications which were entered into evidence, the Applicant proposes to construct the drive-in facility adjacent to the proposed two-story masonry and glass bank building. The second-story of the proposed branch bank would extend over the two drive-through lanes. The Applicant's plans include construction of twelve parking spaces to the rear of the proposed building, including one meeting ADA requirements.

Traffic Concerns.

5. That the Applicant's original plan called for access to the drive through lanes from the east/west public alley at the rear of the Subject Property, with drive through banking traffic exiting onto South Boulevard. This east/west public alley is a "T" alley, with the north/south leg of the "T" intersecting the top of the "T" at the southeast corner of the Subject Property. All portions of the "T" alley are 15' wide. The east/west portion of the "T" alley serves businesses on the west and middle portions of the alley and a townhome development at the east end. The north/south leg of the "T" alley serves homes on Euclid Avenue, businesses on Oak Park Avenue and St. Edmunds Church at the bottom of the "T" along Pleasant Street.

6. That in the course of the hearing, a number of neighbors, both commercial and residential, expressed concerns about adding traffic to the alley. Some of the neighbors were concerned that traffic using the proposed bank drive in would enter the alley at Euclid, or even at Pleasant. There was concern that bank drive in customers driving southbound on Oak Park Avenue and turning left into the west end of the alley, which is 150' south of the traffic light at Oak Park and South Boulevard, would interfere with southbound traffic on Oak Park Avenue.

requirements of the Zoning Ordinance. The evidence indicated as conditioned below, that Bank generated traffic at the Subject Property should have little, if any, effect on the residential neighborhood to the south of the Subject Property or the townhome development to the east of the Subject Property. As recommended by this Commission and the Applicant, traffic exiting the drive-through lanes would be required to turn right onto the public alley and right again onto Oak Park Avenue, thereby diverting the drive through traffic away from the residential areas. There is room for three cars to queue in each drive-through lane. The Village Engineer testified that in his opinion, the Applicant's proposed development did not detrimentally impact the "T" alley at the rear of the Subject Property.

11. That the evidence indicated that the proposed bank drive-in facility will be designed, arranged and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations. The Subject Property is surrounded by the following: to the north, a parking enclave followed by South Boulevard, a secondary arterial street, followed by the CTA/Metra railroad tracks above grade and the Oak Park Avenue el-station at grade; to the east, commercial uses in the "B1/B2" General Business District along South Boulevard followed by a townhome development at the east end of the block, abutting Euclid Avenue; to the south, a 15' public alley followed by a parking lot and commercial uses in the "B1/B2" General Business District; and to the west, commercial uses in the "B1/B2" General Business District. No access to the drive in lanes is available through the public alley.

12. That because the Subject Property is in the Ridgeland-Oak Park Historic District, the Historic Preservation Commission (HPC) reviewed the proposed development. In its memorandum in support of the proposed development, the HPC

proposal also furthers the goal of providing employment opportunities in the Village. As conditioned below, the proposed facility should improve the health of the Avenue District and preserve the residential character of the neighborhood to the northeast, while generally achieving the safe, fuel-efficient and cost-efficient movement of people within and through Oak Park.

16. That the evidence indicated reasonable assurance by the Applicant that the proposed bank drive-in facility will be constructed and completed in a timely manner if authorized. The Applicant has substantial resources which it has committed to this project and if its requested special-use permit is granted, expects to commence construction soon thereafter.

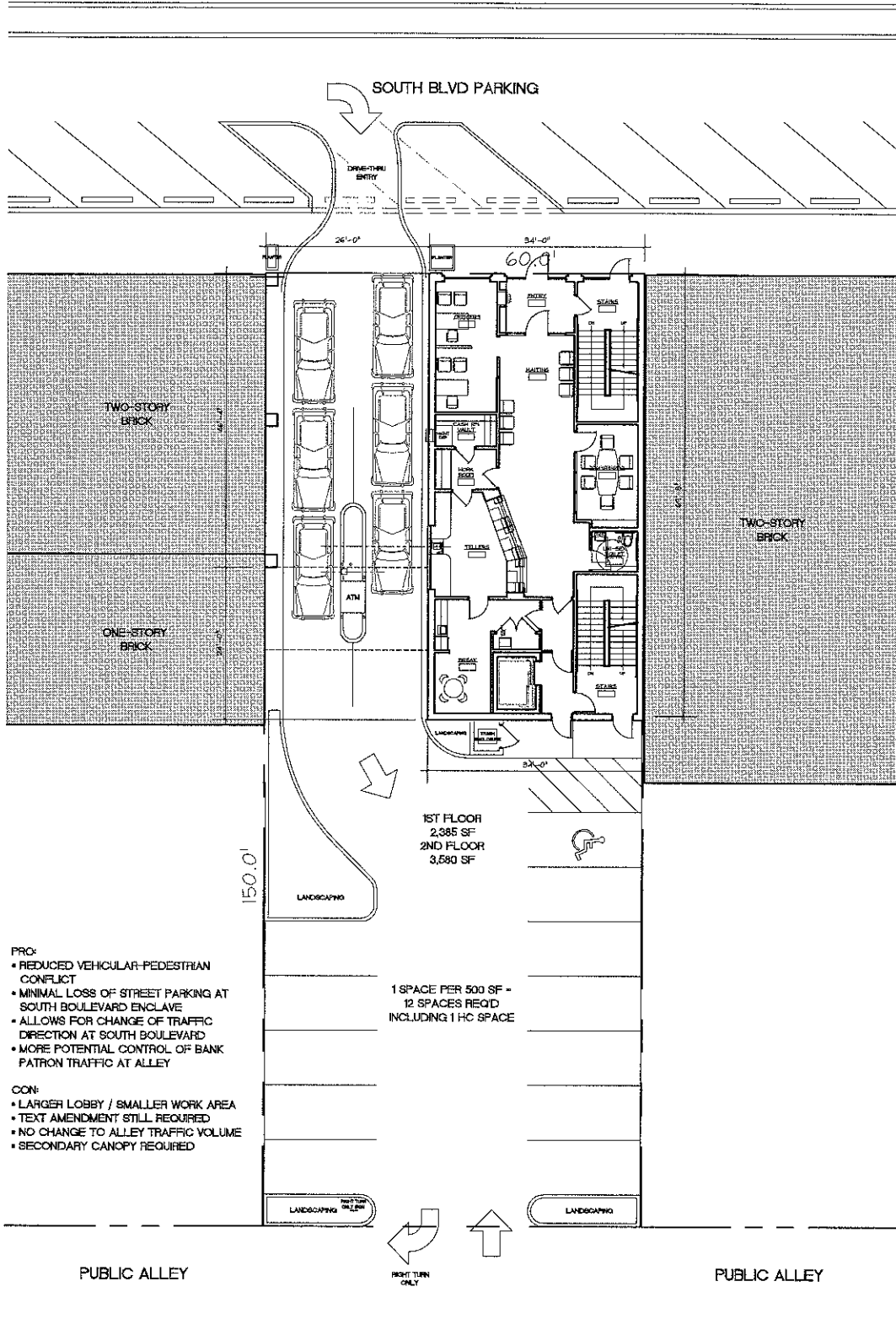
17. That, as conditioned below, the evidence indicated that the issuance of a special-use permit allowing the proposed bank drive-in facility on the Subject Property is in the best interest of the Village of Oak Park.

RECOMMENDATIONS

Pursuant to the authority vested in it by the statutes of the State of Illinois and the ordinances of the Village of Oak Park, this Plan Commission, sitting as a Zoning Commission, hereby recommends to the President and Board of Trustees that a special-use permit be granted pursuant to the provisions of Sections 3.1 and 2.2.3.D of the Oak Park Zoning Ordinance, to authorize a bank drive-in facility at 715 South Boulevard, SUBJECT TO the following conditions and restrictions:

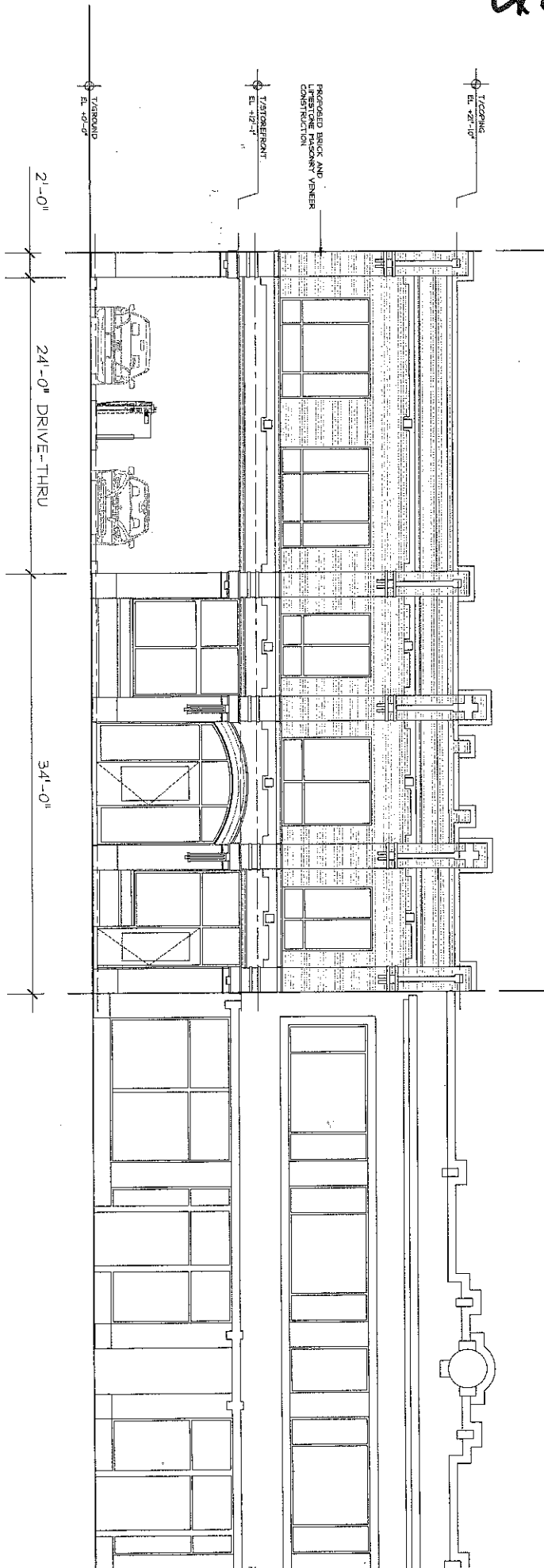
1. That the bank drive-in facility be constructed, operated and maintained in substantial conformity with the site plan designated Scheme 6.1 and dated 6/22/11 and that the bank building be constructed in substantial conformity with **either** the traditional architectural style as depicted on the sheet labeled "North Elevation – South Boulevard" and dated 5/18/11 **or the modern architectural style as depicted on the sheet labeled "Modern Design"**.

SOUTH BOULEVARD



OAK PARK BANK AND TRUST - BRANCH OF FOREST PARK NATIONAL BANK
716 SOUTH BOULEVARD OAK PARK, IL
SCHEME 6.1 SITE FLOOR
2,382 SF
SCALE 1/16" = 1'-0" MZA 6-22-11

Ex 2. (2 of 3)



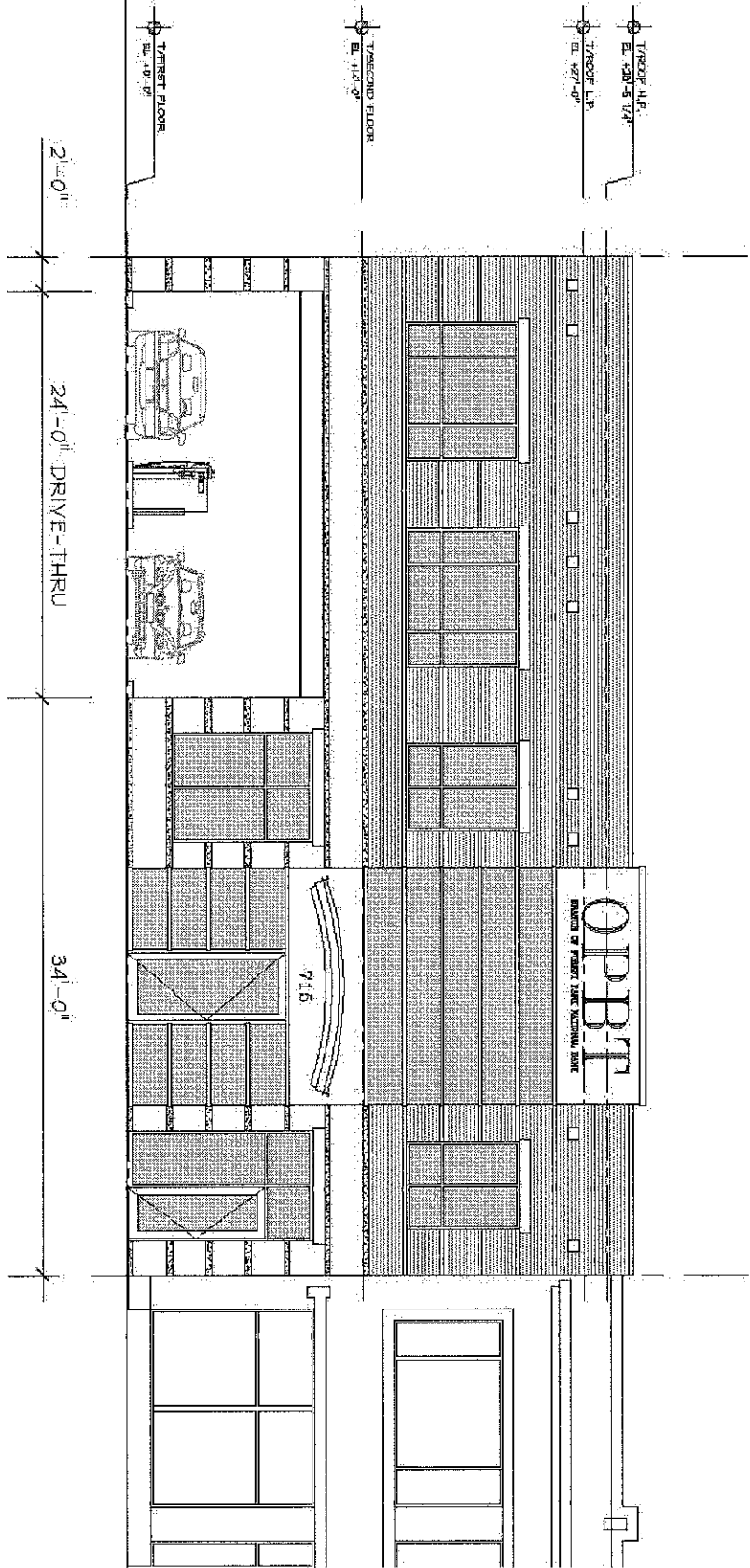
OAK PARK BANK AND TRUST - BRANCH OF FIRST NATIONAL BANK
715 SOUTH BOWLEAVARD
OAK PARK, IL

NORTH ELEVATION - SOUTH BLDG.

SCALE 1/8"=1'-0"

MZA 5-18-14

Ex 2. (3 of 3)



Modern Design

I

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing the Execution of an Intergovernmental Master Agreement for State Maintained Traffic Signals and a Resolution Authorizing the Execution of an Intergovernmental Master Agreement for Local Maintenance of State Traffic Signals.

Resolution or Ordinance No. _____

Date of Board Action: September 6, 2011

Staff Review:

Public Works Director:



John P. Wielebnicki

Village Manager's Office:



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

The State of Illinois is responsible for the maintenance and electricity costs for all traffic signals located on the State highway system. The State enters into intergovernmental agreements (IGA's) with local jurisdictions to define responsibilities for the maintenance and energy costs for these traffic signals.

The State has two IGA's they are requesting Oak Park to enter into. One is for traffic signals on State routes within the Village that the State maintains. The second is for traffic signals on State routes that the Village maintains and for which the State compensates the Village. These agreements do not change the status quo, but rather clarify the existing responsibilities.

The Village has previously entered into these IGA's with the State, the last one being in 2001. The agreements are for ten years.

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

The responsibility for maintenance of the IDOT signals varies from municipality to municipality. In Oak Park, it works best that IDOT is responsible for the perimeter streets and the Village maintains the internal streets. With IDOT maintaining the perimeter streets there is no confusion between neighboring municipalities as to who is responsible for maintenance. This is not the case with the interior streets because all corners of the intersections are in Oak Park.

The IGA for State maintained traffic signals within the Village is provided as Attachment A. Exhibit A of the agreement lists the traffic signals that the State is 100% responsible for. The Village is not responsible for any costs for these traffic signals.

The IGA for State owned traffic signals, which the Village maintains is provided as Attachment B. Exhibit A of the agreement lists the traffic signals the Village is responsible to maintain, the energy costs and the cost sharing percentage. The State is estimating the compensation for ten years at \$176,640.00 or \$17,640.00 per year. The Village will bill the State for actual costs for direct labor, overhead, equipment and material costs.

Through the franchise agreement with ComEd, the Village does not pay for energy for traffic signals.

Both IGAs are the same, but staff has been informed by IDOT that the State wishes to have two IGAs, one for State maintained traffic signals and one for Village maintenance of State traffic signals.

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 intergovernmental cooperation agreement. The State signals that the Village maintains receive a higher level of service since they are inspected by staff daily. Public Works crews are able to respond quickly to traffic signal problems and have the expertise to provide proper maintenance. Contractors are used as needed to assist Public Works in this maintenance.

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

There are no budget impacts to the IGA, Attachment A.

The State will be invoiced quarterly for all direct labor, overhead, equipment and materials used for the maintenance of the traffic signals noted in the IGA, Attachment B. Funds received will be used to reimburse the General Fund to cover the Villages actual expenses.

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

Should the Village not enter into these agreements, the State will take over the maintenance of the traffic signals that the Village currently maintains.

Proposed Recommended Action: Approve the Resolutions

RESOLUTION

AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL MASTER AGREEMENT FOR STATE MAINTAINED TRAFFIC SIGNALS

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute an intergovernmental master agreement with the State of Illinois, Department of Transportation, for State maintained traffic signals. The agreement shall substantially conform to the agreement attached hereto as Attachment 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 6th day of September, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 6th day of September, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

ATTACHMENT A

INTERGOVERNMENTAL AGREEMENT

This Interagency Agreement is entered into between the Village of Oak Park ("GOVERNMENTAL BODY") and the Department of Transportation ("DEPARTMENT") pursuant to the "Intergovernmental Cooperation Act" (5 ILCS 220) and in accordance with The DEPARTMENT's rules at 92 Ill. Adm. Code 544.

1. Governmental Body and the DEPARTMENT have a mutual interest in and the maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A, which is hereby made a part of this agreement.
2. In furtherance of said interests of, the entities agree:
 - a. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A and not shaded or highlighted.
 - b. **Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the DEPARTMENT indicated on Exhibit A, either with its own forces or through contractual agreements
 - c. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document (Exhibit B) upon agreement by both parties.
 - d. **Interconnect & Timing.** The DEPARTMENT agrees to maintain all signal equipment and interconnects associated with interconnected signal systems and interconnects with at-grade railroad crossings. The DEPARTMENT, in cooperation with the GOVERNMENTAL BODY, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The DEPARTMENT may elect to allow the GOVERNMENTAL BODY to determine the signal timing to coordinate and regulate the flow of traffic at any location. The GOVERNMENTAL BODY shall inform the DEPARTMENT of any changes made in signal timings. The DEPARTMENT reserves the right to withdraw the privilege of timing signals from the GOVERNMENTAL BODY at any time.

Traffic signals interconnected with an at-grade railroad crossing shall not be modified without prior Illinois Commerce Commission and DEPARTMENT notification and approval. Interconnected signals at an at-grade railroad crossing may be repaired to the original condition; however, the Illinois Commerce Commission and the DEPARTMENT must be notified thereof.

- e. **Interconnections: Installation & Damage.** The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
- f. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or State routes. The GOVERNMENTAL BODY may connect traffic signals to a State owned master controller for the coordination or operation of non-State owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.
- g. **Payment for Energy Costs.** The GOVERNMENTAL BODY will reimburse the DEPARTMENT for the GOVERNMENTAL BODY's proportionate share of the energy charges.
- h. **Indemnity.** The GOVERNMENTAL BODY shall indemnify and hold harmless the DEPARTMENT for any and all third party claims for personal injury and property damage arising solely out of the maintenance of the signals and devices listed in Exhibit A.
- i. **Emergency Vehicle Preemption Devices.** The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.
- j. **Previous Agreements.** All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

- k. **Modification.** Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be

effective when fully executed and filed with the Department and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.

- I. **Plan Review.** All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.
- m. **Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices shall be shared in proportion to the number of approaches maintained by each unit of government. The maintenance cost of the interconnect and interconnect related equipment, as listed in Exhibit A, as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system.
- n. **Billing.** Bills shall be submitted by the DEPARTMENT on a three (3) month basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.
 - i. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the GOVERNMENTAL BODY before the expenditure is made.
 - ii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The DEPARTMENT reserves the right to examine the records of the GOVERNMENTAL BODY to determine that costs billed are fully documented.
 - iii. THE DEPARTMENT costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.
 - iv. The cost for contracted work will be the actual cost for the contractor.

3. Notice under this agreement shall be as follows:

For The DEPARTMENT:

For the GOVERNMENTAL BODY:

4. **Effective Date.** This Agreement shall be effective from July 1, 2011 through June 30, 2021 and may be terminated prior to that date, by either party, upon 30 days written notice.

FOR THE GOVERNMENTAL BODY:

Signature and Job Title of Authorized Representative

Thomas W. Barwin

Type or Print Name of Authorized Representative

Date

FOR THE DEPARTMENT:

Diane M. O'Keefe, Regional Engineer, Division of Highways

Ellen Schanzle-Haskins, Chief Counsel

Date

(Approved as to form)

By: _____

Christine M. Reed, P.E., Director, Division of Highways, Chief Engineer

Matthew R. Hughes, Acting Director, Finance & Administration

Date

Date: _____

By: _____

By: _____

Gary Hannig, Secretary of Transportation

Date

By: _____

REVIEWED AND APPROVED
AS TO FORM

AUG 29 2011

[Signature]
LAW DEPARTMENT

EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the Village of Oak Park, that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

LOCATION		% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
I-290 @ IL 43	S	100			100		0 FOREST PARK	STATE
I-290 @ Austin Blvd.	ADT	100			100		0 CHICAGO	STATE
IL 38 (Roosevelt) @ IL 43	S	100			100		0 BERWYN/0 FOREST PK.	STATE
IL 43 @ Harrison/Garfield	ADT	100			100		0 FOREST PARK	STATE
IL 43 @ Jackson	ADT	100			100		0 FOREST PARK	STATE
IL 43 @ Madison	ADT	100			100		0 FOREST PARK	STATE
IL 43 @ Washington Blvd.	ADT	100			100		0 FOREST PARK	STATE
IL 43 @ Randolph	ADT	100			100		0 FOREST PARK	STATE
IL 43 @ North/South Blvd.	S/M	100			100		0 RIVER FOREST	STATE
IL 43 @ Lake St.	S	100			100		0 RIVER FOREST	STATE
IL 43 @ Ontario St/Quick Av.	S/M	100			100			STATE
IL 43 @ Chicago Av.	S/M	100			100		0 RIVER FOREST	STATE
IL 43 @ Augusta Blvd.	S/M	100			100		0 RIVER FOREST	STATE
IL 43 @ Division St.	S/M	100			100		0 RIVER FOREST	STATE
IL 43 @ IL 64	S	100			100		0 ELMWOOD PARK, 0 RIVER FOREST 0 CHICAGO	STATE
IL 64 @ Oak Park Blvd.	ADT	100			100		0 CHICAGO	STATE
IL 64 @ Natoma/Columbian	S/M	100			100		0 CHICAGO	STATE
IL 64 @ Narragansett/Edmer	S	100			100		0 CHICAGO	STATE
IL 64 @ Ridgeland/Mobile	S/M	100			100		0 CHICAGO	STATE
IL 64 @ Austin	S/M	100			100		0 Chicago	STATE
Roosevelt Rd @ Oak Park Av.	S/M	100			100		0 Berwyn	STATE
Roosevelt Rd @ East Av.	S/M	100			100		0 Berwyn	STATE
Roosevelt Rd @ Ridgeland Av.	S	100			100		0 Berwyn	STATE
Roosevelt Rd @ Austin Av.	S/M	100			100		0 Chicago/0 Cicero	STATE

(S) = State
(M) = Municipality
(ADT) = Avg. Daily Traffic

LOCATION	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
	STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
Ridgeland @ Harvard	S/M	100			100		LOCAL
Ridgeland @ Garfield	S	50		50	50		LOCAL
Ridgeland @ Harrison	S/M	100			100		LOCAL
Ridgeland @ Jackson	S/M	100			100		LOCAL
Ridgeland @ Madison	S/M	100			100		LOCAL
Ridgeland @ Washington	S	100			100		LOCAL
Ridgeland @ South Blvd	S/M	100			100		LOCAL
Ridgeland @ Lake	S/M	50		50	50		LOCAL
Ridgeland @ Chicago	S/M	50		50	50		LOCAL
Ridgeland @ Augusta	S/M	100			100		LOCAL
Washington Blvd @ Austin	S/M	50	25 Chicago	50	50	0 Chicago	LOCAL
Washington Blvd @ Home Av	S/M	50		50	50		LOCAL
Washington Blvd @ Oak Park Av	S/M	50		50	50		LOCAL
Washington Blvd @ East	S/M	50		50	50		LOCAL
Washington Blvd @ Lombard	S/M	50		50	50		LOCAL

(S) = State
 (M) = Municipality
 (ADT) = Avg. Daily Traffic

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE PROVISIONS

A. GENERAL PROVISIONS

1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/ her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

2. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirements of the DEPARTMENT's Standard Specifications for Road and Bridge Construction.

3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole and all signal cable shall be considered part of the traffic signal system. The lighting arm, luminaire and all lighting cable shall be part of the highway lighting system.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All cost of inspecting and maintaining the highway lighting system equipment, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing highway lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

4. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection,. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

5. RAILROAD PREEMPTION

At all locations with railroad/traffic signal interconnects, respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the GOVERNMENTAL BODY of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.

The DEPARTMENT shall provide contact personnel available at all times to who railroad preemption malfunctions must be reported.

6. DAMAGE REPAIRS

Repair or replace any and all equipment damaged by any cause whatsoever.

7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third party claims cannot be recovered, the *GOVERNMENTAL BODY* shall share in the loss.

8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

9. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

10. L.E.D. SIGNAL HEADS

Install all light emitting diodes (L.E.D.) signal heads according to instructions provided by each head's manufacturer and vendor so as to prolong their life and assure compliance under any warranties. Maintain logs of the dates of the L.E.D. modules installation for warranty and for end of service life determination purposes.

B. AS REPORTED OR OBSERVED

1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

4. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT

An L.E.D. module shall be considered failed and shall be replaced if at least one-fourth of the signal indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

Provide replacement light-emitting diodes (L.E.D.) signal heads and modules that fully comply to the latest applicable Institute of Transportation Engineers (I.T.E.) specifications for vehicular and pedestrian L.E.D. signal modules, including but not limited to, color and intensity requirements. The signal and pedestrian housings shall also comply with the applicable ITE specifications.

5. PAINTING

Repaint all signal components exposed to weather as needed.

C. WEEKLY

1. MASTER CONTROLLER SYSTEMS

At locations that are a part of a closed loop signal system maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

D. ANNUAL

1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times.

2. OBSERVE SIGNALS

Observe the signals at the time of the annual cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit annually.

4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems annually or as needed, to achieve clean lenses, proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan, tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

5. RELAMP

For the remaining incandescent signal heads, clean reflectors, lenses and lamps once at least every twelve (12) months or more often, if necessary. Replacement of lamps shall be performed on the same occasion as the cleaning required in this provision.

6. CONTROLLER CHECK

When solid state controllers malfunction, they shall be removed, repaired, and bench checked. Solid state controllers shall not be removed for annual maintenance inspections.

This annual check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during a annual cabinet inspection.

7. FUSE AND BREAKER CHECKS

Fuse and breaker check should occur during a annual cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

8. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banners blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

9. HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close up, arms length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts

of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discovery of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), take corrective action in a timely manner.

RESOLUTION

AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL MASTER AGREEMENT FOR LOCAL MAINTENANCE OF STATE TRAFFIC SIGNALS

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute an intergovernmental master agreement with the State of Illinois, Department of Transportation, for local maintenance of State traffic signals. The agreement shall substantially conform to the agreement attached hereto as Attachment B 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 6th day of September, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 6th day of September, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Illinois Department of Transportation

Intergovernmental Agreement

Governmental Body Name Village of Oak Park			
Address 123 Madison Street			
City, State, Zip Oak Park, IL. 60302			
Remittance Address (if different from above)			
City, State, Zip Illinois			
Telephone Number (708) 383-6400	Fax Number (708) 383-6692	FEIN/TIN	
Brief Description of Service (full description specified in Part 5) This is the Master Agreement for Governmental Body maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A. This agreement is authorized by 92 Ill. Adm. Code 544.			
Compensation Method (full details specified in Part 6) Actual Cost	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Agreement Term From: July 1, 2011
Total Compensation Amount \$176,640.00	Travel Amount \$0.00	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: June 30, 2021

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-7 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

	<i>Thomas W. Barwin</i>	
Signature and Job Title of Authorized Representative	Type or Print Name of Authorized Representative	Date

FOR THE DEPARTMENT:

	Ellen Schanzle-Haskins, Chief Counsel (Approved as to form)	
Diane M. O'Keefe, P.E., Regional Engineer, Division of Highways		Date

By: _____

	Matthew R. Hughes, Acting Director, Finance & Administration	
Christine M. Reed, P.E., Director, Division of Highways, Chief Engineer		Date

Date: _____

By: _____

By: _____

	Gary Hannig, Secretary of Transportation	
		Date

By: _____

INTERGOVERNMENTAL AGREEMENT
FOR
GOVERNMENTAL BODY MAINTENANCE OF TRAFFIC CONTROL DEVICES

This Agreement is by and between

Village of Oak Park

Please type or print legibly the GOVERNMENTAL BODY'S legal name and

123 Madison Street

Oak Park, IL. 60302

Attn:

E-mail:

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Agreement Award Notification
Exhibit A	Locations and Cost Proportionment of Traffic Control Devices
Exhibit B	Traffic Signal Maintenance Provisions

PART 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement.** The term of this Agreement shall be from **July 1, 2011** to **June 30, 2021**.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal.** This Agreement may not be renewed.

PART 2
GENERAL PROVISIONS

A. Changes. If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. Availability of Appropriation: This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

D. Records Inspection. The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. Subcontracting/Procurement Procedures/Employment of Department Personnel

1. Subcontracting. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. Procurement of Goods or Services – Federal Funds. For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds that are in excess of the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

3. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$10,000.00, (\$5,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$31,300.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds in excess of the small purchase amount (currently set at \$31,300.00 for goods and services and \$20,000.00 for professional and artistic services) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL. The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

**PART 3
FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement.]

**PART 4
SPECIFIC PROVISIONS**

A. Invoices. The amount shown on each invoice shall be in accordance with the rates established in Part 6. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 6.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

**Illinois Department of Transportation
District One
Bureau of Administrative Services
201 West Center Court
Schaumburg, IL 60196-1096**

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than **August 31** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the Department may terminate the Agreement by giving **thirty (30)** days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work.

[Not applicable to this Agreement.]

F. Software.

[Not applicable to this Agreement.]

G. Confidentiality Clause.

[Not applicable to this Agreement.]

H. Reporting/Consultation.

I. Travel Expenses. No expenses for travel, lodging, or per diem shall be paid by the Department pursuant to this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

L. Tax Identification Number.

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: Village of Oak Park

Taxpayer Identification Number: _____

Legal Status (check one):

- | | |
|--|--|
| <input type="checkbox"/> Tax-exempt | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Nonresident Alien | <input type="checkbox"/> Other _____ |

M. International Boycott. The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

N. Forced Labor. The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583)

PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

A. Cost. The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A and shaded or highlighted.

B. Maintenance. Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the GOVERNMENTAL BODY indicated on Exhibit A, either with its own forces or through contractual agreements.

C. Maintenance Level. It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

Additional provisions regarding maintenance may be incorporated in this document upon agreement on both parties.

D. Deficiencies in Maintenance. It is also understood that if, in the judgment of the Regional Engineer, the GOVERNMENTAL BODY has not provided maintenance in accordance with the maintenance level specified for those signal installations and devices which it has agreed to maintain, the DEPARTMENT will give the GOVERNMENTAL BODY a 30 day notice in writing of specific deficiencies. If the GOVERNMENTAL BODY has not corrected the deficiencies and notified the DEPARTMENT within the 30-day period, the DEPARTMENT will arrange for the appropriate maintenance efforts and bill the GOVERNMENTAL BODY for its share of the costs.

E. Interconnect & Timing. The GOVERNMENTAL BODY agrees to maintain all signal equipment and interconnects associated with interconnected signal systems and interconnects with at-grade railroad crossings. The DEPARTMENT, in cooperation with the GOVERNMENTAL BODY, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The DEPARTMENT may elect to allow the GOVERNMENTAL BODY to determine the signal timing to coordinate and regulate the flow of traffic at any location. The GOVERNMENTAL BODY shall inform the DEPARTMENT of any changes made in signal timings. The DEPARTMENT reserves the right to withdraw the privilege of timing signals from the GOVERNMENTAL BODY at any time.

Traffic signals interconnected with an at-grade railroad crossing shall not be modified without prior Illinois Commerce Commission and DEPARTMENT notification and approval. Interconnected signals at an at-grade railroad crossing may be repaired to the original condition; however, the Illinois Commerce Commission and the DEPARTMENT must be notified thereof.

F. Interconnections: Installation & Damage. The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.

G. Master Monitoring Costs. Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or State routes. The GOVERNMENTAL BODY may connect traffic signals to a State owned master controller for the coordination or operation of non-State owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

H. Payment for Energy Costs. The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of the energy charges.

I. Costs for Pavement Markings. The DEPARTMENT shall reimburse the GOVERNMENTAL BODY for any DEPARTMENT authorized pavement marking maintenance required for the operations of the traffic signal installation. This shall include any stop bars, crosswalks, symbols, reflectors, edge lines or lane lines required for supplementing the traffic signal installation.

J. Indemnity. The GOVERNMENTAL BODY shall indemnify and hold harmless the DEPARTMENT for any and all third party claims for personal injury and property damage arising solely out of the maintenance of the signals and devices listed in Exhibit A.

K. Maintenance Contractors. Maintenance contracts shall be subject to DEPARTMENT approval prior to award. The DEPARTMENT, after consultation with the GOVERNMENTAL BODY, reserves the right to reject any electrical/maintenance contractor assigned work by the GOVERNMENTAL BODY that, in the judgment of the DEPARTMENT, has proposed or bid rates or charges in excess of usual and customary for the type of work being performed.

L. Emergency Vehicle Preemption Devices. The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

M. Previous Agreements. All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

N. Modification. Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.

O. Plan Review. All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.

PART 6
COMPENSATION FOR SERVICES

A. Cost Sharing. As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices shall be shared in proportion to the number of approaches maintained by each unit of government. The maintenance cost of the interconnect and interconnect related equipment, as listed in Exhibit A, as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system.

B. Billing. Bills shall be submitted on a three (3) month basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the DEPARTMENT. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the DEPARTMENT before the expenditure is made.

The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The DEPARTMENT reserves the right to examine the records of the GOVERNMENTAL BODY to determine that costs billed are fully documented.

GOVERNMENTAL BODY costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the GOVERNMENTAL BODY to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

The cost for contracted work will be the actual cost for the contractor.

PART 7

AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? Yes No

Amount of Federal funds: _____

Federal Project Number: _____

Name of Project: _____

CFDA Number*, Federal Agency, Program Title: _____

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133

NOTICE

- **Do not submit this certification to the department with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single
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EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the Village of Oak Park, that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

LOCATION		% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
I-290 @ IL 43	S	100			100		0 FOREST PARK	STATE
I-290 @ Austin Blvd.	ADT	100			100		0 CHICAGO	STATE
IL 38 (Roosevelt) @ IL 43	S	100			100		0 BERWYN/0 FOREST PK.	STATE
IL 43 @ Harrison/Garfield	ADT	100			100		0 FOREST PARK	STATE
IL 43 @ Jackson	ADT	100			100		0 FOREST PARK	STATE
IL 43 @ Madison	ADT	100			100		0 FOREST PARK	STATE
IL 43 @ Washington Blvd.	ADT	100			100		0 FOREST PARK	STATE
IL 43 @ Randolph	ADT	100			100		0 FOREST PARK	STATE
IL 43 @ North/South Blvd.	S/M	100			100		0 RIVER FOREST	STATE
IL 43 @ Lake St.	S	100			100		0 RIVER FOREST	STATE
IL 43 @ Ontario St/Quick Av.	S/M	100			100			STATE
IL 43 @ Chicago Av.	S/M	100			100		0 RIVER FOREST	STATE
IL 43 @ Augusta Blvd.	S/M	100			100		0 RIVER FOREST	STATE
IL 43 @ Division St.	S/M	100			100		0 RIVER FOREST	STATE
IL 43 @ IL 64	S	100			100		0 ELMWOOD PARK. 0 RIVER FOREST	STATE
IL 64 @ Oak Park Blvd.	ADT	100			100		0 CHICAGO	STATE
IL 64 @ Natoma/Columbian	S/M	100			100		0 CHICAGO	STATE
IL 64 @ Narragansett/Edmer	S	100			100		0 CHICAGO	STATE
IL 64 @ Ridgeland/Mobile	S/M	100			100		0 CHICAGO	STATE
IL 64 @ Austin	S/M	100			100		0 Chicago	STATE
Roosevelt Rd @ Oak Park Av.	S/M	100			100		0 Berwyn	STATE
Roosevelt Rd @ East Av.	S/M	100			100		0 Berwyn	STATE
Roosevelt Rd @ Ridgeland Av.	S	100			100		0 Berwyn	STATE
Roosevelt Rd @ Austin Av.	S/M	100			100		0 Chicago/0 Cicero	STATE

(S) = State
(M) = Municipality
(ADT) = Avg. Daily Traffic

LOCATION	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
	STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
Ridgeland @ Harvard	S/M	100			100		LOCAL
Ridgeland @ Garfield	S	50		50	50		LOCAL
Ridgeland @ Harrison	S/M	100			100		LOCAL
Ridgeland @ Jackson	S/M	100			100		LOCAL
Ridgeland @ Madison	S/M	100			100		LOCAL
Ridgeland @ Washington	S	100			100		LOCAL
Ridgeland @ South Blvd	S/M	100			100		LOCAL
Ridgeland @ Lake	S/M	50		50	50		LOCAL
Ridgeland @ Chicago	S/M	50		50	50		LOCAL
Ridgeland @ Augusta	S/M	100			100		LOCAL
Washington Blvd @ Austin	S/M	25	25 Chicago	50	50	0 Chicago	LOCAL
Washington Blvd @ Home Av	S/M	50		50	50		LOCAL
Washington Blvd @ Oak Park Av	S/M	50		50	50		LOCAL
Washington Blvd @ East	S/M	50		50	50		LOCAL
Washington Blvd @ Lombard	S/M	50		50	50		LOCAL

(S) = State
(M) = Municipality
(ADT) = Avg. Daily Traffic

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE PROVISIONS

A. GENERAL PROVISIONS

1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/ her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

2. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirements of the DEPARTMENT's Standard Specifications for Road and Bridge Construction.

3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole and all signal cable shall be considered part of the traffic signal system. The lighting arm, luminaire and all lighting cable shall be part of the highway lighting system.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All cost of inspecting and maintaining the highway lighting system equipment, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing highway lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

4. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection,. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

5. RAILROAD PREEMPTION

At all locations with railroad/traffic signal interconnects, respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the GOVERNMENTAL BODY of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.

The DEPARTMENT shall provide contact personnel available at all times to who railroad preemption malfunctions must be reported.

6. DAMAGE REPAIRS

Repair or replace any and all equipment damaged by any cause whatsoever.

7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third party claims cannot be recovered, the *GOVERNMENTAL BODY* shall share in the loss.

8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

9. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

10. L.E.D. SIGNAL HEADS

Install all light emitting diodes (L.E.D.) signal heads according to instructions provided by each head's manufacturer and vendor so as to prolong their life and assure compliance under any warranties. Maintain logs of the dates of the L.E.D. modules installation for warranty and for end of service life determination purposes.

B. AS REPORTED OR OBSERVED

1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

4. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT

An L.E.D. module shall be considered failed and shall be replaced if at least one-fourth of the signal indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

Provide replacement light emitting diodes (L.E.D.) signal heads and modules that fully comply to the latest applicable Institute of Transportation Engineers (I.T.E.) specifications for vehicular and pedestrian L.E.D. signal modules, including but not limited to, color and intensity requirements. The signal and pedestrian housings shall also comply with the applicable ITE specifications.

5. PAINTING

Repaint all signal components exposed to weather as needed.

C. WEEKLY

1. MASTER CONTROLLER SYSTEMS

At locations that are a part of a closed loop signal system maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

D. ANNUAL

1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times.

2. OBSERVE SIGNALS

Observe the signals at the time of the annual cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit annually.

4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems annually or as needed, to achieve clean lenses, proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan, tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

5. RELAMP

For the remaining incandescent signal heads, clean reflectors, lenses and lamps once at least every twelve (12) months or more often, if necessary. Replacement of lamps shall be performed on the same occasion as the cleaning required in this provision.

6. CONTROLLER CHECK

When solid state controllers malfunction, they shall be removed, repaired, and bench checked. Solid state controllers shall not be removed for annual maintenance inspections.

This annual check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during a annual cabinet inspection.

7. FUSE AND BREAKER CHECKS

Fuse and breaker check should occur during a annual cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

8. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banners blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

9. HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close up, arms length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts

of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discovery of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), take corrective action in a timely manner.

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

J

Item Title: Resolution Authorizing the Purchase of 4,800 Tons of Rock Salt from Cargill Incorporated Salt Division of North Olmstead, Ohio at \$62.51 Per Ton For the 2011/2012 Snow Season in An Amount Not To Exceed \$300,048 and Waiving the Village's Bidding Process.

Resolution or Ordinance No. _____

Date of Board Action: September 6, 2011

Staff Review:

Public Works Director:



John P. Wielebnicki

Village Manager's Office:



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

In an effort to mitigate the hazardous road conditions created by snow and ice in the winter season as quickly as possible, and to keep roads open and safe, the Public Works Department utilizes a de-icer. Rock salt is used as the principal de-icer for snow and ice control because it is the most readily available and cost-effective de-icing material. Salt is used to keep snow and ice from bonding to the pavement thereby allowing snowplows to remove accumulated snow and ice quickly and efficiently.

The Village has previously participated in the State of Illinois Joint Purchasing Program for materials and equipment commonly used by municipalities. Salt is one of the many items that the Village has purchased through the State's Joint Purchasing Program. This program provides the assurance that orders placed by the Village will be given priority over ad hoc orders. Participation in the State of Illinois Joint purchasing program results in volume discounts which the Village could not achieve on its own as a single purchaser.

The Village was notified by the State that the Joint Purchasing Program awarded Oak Park's 2011-2012 winter season salt contract to Cargill Inc. Salt Division, of North Olmstead, OH at a price of \$62.51 per ton. The salt will be delivered by truck to the Public Works Center at 201 South Blvd.

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

In an average winter, the Village uses approximately 4,000 - 6,000 tons of rock salt for snow and ice control. The Village has just under 2,000 tons of salt in storage at the Public Works Center and at an offsite location in Bellwood. Staff placed an order for 4,000 tons of salt for

the 2011-2012 winter storm season. According to the contract, by placing an order for 4,000 tons, the Village is required to purchase a minimum of 80% of the requested quantity (3,200 tons), and Cargill agrees to provide up to 120% of the requested quantity (4,800 tons). By placing a base order of 4,000, staff is requesting authorization for the maximum purchase amount of 4,800 tons, or \$300,048.

The purchase contract provides for breach of contract language, should the vendor fail to deliver a requested quantity of salt within seven working days. If Cargill fails to deliver the requested quantity within seven days, the Village will be authorized to purchase salt from another vendor and Cargill will be responsible for any and all cost incurred.

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

The purchase of salt through the Joint Purchasing Cooperative of the State of Illinois uses intergovernmental cooperation to obtain favorable pricing for salt.

The Village also provides rock salt to the Park District of Oak Park. The Park District reimburses the Village for the actual cost of the salt. Their use is between 50-100 tons.

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

The FY 2011 budget provides a total of \$450,000 for the purchase of de-icing materials in the Public Works, Street Division Budget, Account # 1001-43740-765-560633, Roadway Materials. As of August 18, 2011, \$187,406.66 has been spent this Fiscal Year from this account for all de-icing materials including rock salt, liquid calcium chloride, alternative anti-icing liquids and sidewalk salt. Salt needed for the portion of the winter season after January 1, 2012 will be charged against the FY 2012 budget.

The FY 2012 budget will be prepared using this unit price and estimate of salt tonnage. Staff recommends awarding the contract to Cargill Inc., at the unit price of \$62.51 per ton for the maximum amount available.

The total amount for the purchase of rock salt from Cargill Inc. Salt Division for the 2011-2012 winter season will not exceed \$300,048 for 4,800 tons.

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

The first option is the quantity of salt to purchase, as detailed above. Because weather is so unpredictable, staff uses prior year's experience to estimate the amount of salt needed. The result of buying more than is needed is that the Village is committed to purchasing 80% of

the quantity, and then storing it if it is not used. The result of buying less than is needed is that the Village has to find more salt late in the winter season and pay a higher price for it when we run out.

The second alternative is the method of purchase. The State's joint purchasing cooperative exists to aggregate the quantity of salt needed by governmental agencies throughout the state and to obtain a very competitive rate. The alternative would be for the Village to conduct our own bidding process. This would incur staff time and probably result in a higher price. For this year, because the State requests that salt orders be placed in March of each year, bidding on our own at this time would mean that the Village would have to break its commitment to the State for this purchase

Proposed Recommended Action: Approve the Resolution

RESOLUTION

AUTHORIZING THE PURCHASE OF 4,800 TONS OF ROCK SALT FROM CARGILL INCORPORATED SALT DIVISION OF NORTH OLMSTED, OHIO AT \$62.51 PER TON FOR THE 2011/2012 SNOW SEASON IN AN AMOUNT NOT TO EXCEED \$300,048 AND WAIVING THE VILLAGE'S BIDDING PROCESS

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to enter into an Agreement with Cargill Incorporated Salt Division for the purchase of a maximum of 4,800 tons of rock salt for use in snow and ice control during the 2011-2012 winter season, in an amount not to exceed \$300,048 which purchase will be made through the State of Illinois Joint Purchase Program.

BE IT FURTHER RESOLVED that the Village's bidding process is waived with respect to this purchase to allow for participation in the State of Illinois Joint Purchasing Program.

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

ADOPTED this 6th day of September, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 6th day of September, 2011.

ATTEST :

David G. Pope
Village President

Teresa Powell
Village Clerk



August 3, 2011

Dear Joint Purchasing Participant:

Subject: 2011-2012 Rock Salt, Bulk Contract Information

In completing the 2011 – 2012 Rock Salt season contract re-procurement, the State of Illinois did not encounter the types of supply-related issues experienced in previous seasons. We made every effort to secure Road Salt at the best available price for participants in our contract re-procurement, and gladly report that all locations across the State were able to have their supply needs met through the State's procurement efforts.

We again recommend that participating agencies and governmental entities examine their application rates and roadway priorities in order to minimize next season's maintenance program cost while also ensuring the safety of the public.

Enclosed is a copy of the requisition you submitted to us for the purchase of rock salt. The information from the requisition, including purchase commitment, can be used to submit your requirements to this year's contract vendor:

Contract: PSD 4017034
Cargill Incorporated Salt Division
24950 Country Club Blvd., # 450
North Olmsted, OH 44070
Phone (800) 600-7258

Term: August 2011 - July 2012
FEIN Number: 41-0177680
Contact: Government Services

Your unit is **Contract Line No: 60** / **Price per ton F.O.B. destination, is \$ 62.51**
Emergency pickup of salt at vendor's warehouse is available at base price of \$ 78.00 per ton. Warehouses are open Monday through Friday, 7:00 a.m. to 3:00 p.m. Please contact the vendor during regular business hours for the specific warehouse location in your area.

The additional price per ton to have rock salt delivered in trucks equipped with coal/grain chute openings in the tailgate to permit controlled off-loading of rock salt onto conveyors is \$20.00 per ton. Contact vendor for availability in your area and scheduling deliveries.

You are responsible for issuing your own purchase order document to the vendor. Orders may be placed with the vendor via telephone, with a written or fax confirmation to follow immediately. ***You are strongly encouraged to order early and to store as much salt as possible in order to help prevent potential salt shortages this winter.*** Also, you need to make every effort to place orders in full truckload lots (22-25 tons) or multiples of such.



Your governmental unit is responsible for ensuring that the 80 or 100 percent minimum guaranteed purchase commitment (as noted on your Requisition) is met before the end of the winter season, June 30, 2012. The vendor is required to furnish not less than 120-percent (if needed) of the contract quantity by March 1, 2012. Your governmental unit is responsible for processing vendor invoices in a timely manner.

Delivery shall be made as soon as possible after vendor receipt of order by phone or mail. The maximum time from receipt of order to the actual delivery for orders placed between December 1, 2011 through April 1, 2012 shall not exceed seven working days, unless as modified in the Order Guidelines herein..

For orders placed between December 1, 2011 and April 1, 2012, if a vendor is unable to make delivery within the order timeline, local governmental units shall have the right to retain \$.20 per ton per working-day as liquidated damages on the undelivered portion of the order. For orders placed prior to 9:00 a.m. on a given day, that day to be considered as the first calendar day of the seven-day delivery period. For an order placed after 9:00 a.m. on a given day, the following day shall be considered as the first calendar day of the seven day delivery period.

CMS reserves the right to mitigate application of liquidated damages imposed against a vendor, in the event of orders exceeding the maximum percentages outlined below:

An agency may order up to 20.% of their awarded contract tonnage in any given week and vendor shall deliver within 7 working-days after receipt of order. Quantity ordered above the 20.% threshold shall have an extended deliver time of one-working-day for each one-percentage-point above the 20.% guideline. For example, if an agency orders 25.% of their awarded total 100 ton, delivery of the first 20 ton (20.%) shall be within 7 working-days after receipt of order, the remaining 5 ton should be delivered within 12 working-days after receipt of order.

If after seven working-days of liquidated damages assessment, the vendor has still failed to deliver, local governmental unit shall have the right to terminate an order and purchase road salt or abrasives from another source, or take action consistent with public safety as needed to continue daily business. Any and all additional costs incurred may be collected from the original vendor, in addition to liquidated damages, by participant's legal action.

All deliveries shall be covered with approved weatherproof materials. The vendor shall ensure that delivery person inspects the inside of the trailer and that all salt is removed from the trailer before leaving a delivery point. The vendor will ensure all weights and measures shown on delivery tickets are correct. Local governmental units reserve the right to require that delivery trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.



Deliveries of rock salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event that any foreign material is discovered in dumped deliveries, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the local governmental unit and returned for credit, or the vendor shall immediately ship a specification compliant load of replacement salt, or issue a refund to the governmental unit consistent with the contract price.

In December 2011, the contract vendor shall have in place stockpile(s) located in or near Illinois covering the tonnage awarded for the northern regions of the State, and in January of 2012 the contract vendor shall have in place stockpile(s) in or near to Illinois covering the total tonnage awarded for all regions of the State. At our discretion, we will inspect the stockpiles to ensure that these stockpiles are in sufficient quantities, and that vendor commitments to the stockpiles are with the users of this contract.

Enhanced rock salt 2011 - 2012 season availability from Cargill Inc. Deicing:

The Department of Central Management Services requested pricing for an enhanced rock salt option in the invitation for bid, and received an offering from Cargill's Deicing Unit. Their prices are made available to any joint purchasing participant awarded in the Cargill Rock Salt Contract as an up-charge per ton option and are to be added to your order as a separate line item. Locations interested in ordering this enhanced salt option must call the vendor to facilitate ordering arrangements.

Cargill Salt Division is providing the following Price structure for 2011 - 2012 Season:

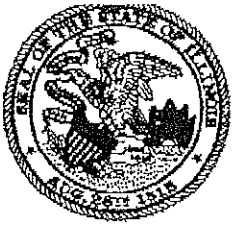
- IDOT District No. 1 \$ 14.90 Price up-charge per ton.
- IDOT District No. 2 \$ 14.90 Price up-charge per ton.
- IDOT District No. 3 \$ 14.90 Price up-charge per ton.
- IDOT District No. 4 \$ 14.90 Price up-charge per ton.
- IDOT District No. 5 \$ 14.90 Price up-charge per ton.
- IDOT District No. 6 \$ 14.90 Price up-charge per ton.
- IDOT District No. 7 \$ 14.90 Price up-charge per ton.
- IDOT District No. 8 \$ 14.90 Price up-charge per ton.
- IDOT District No. 9 \$ 14.90 Price up-charge per ton.

The enhanced salt product features additional pre-treatment of approved road salt with a product providing enhanced melting performance, with reduced corrosion and clumping.

It is hoped that this information will be beneficial to you in the utilization of this contract. If you have any further questions concerning the rock salt contract, please feel free to contact me at (217) 782-8091.

Sincerely,

Wayne Ilsley, CBBP, Buyer
Bureau of Strategic Sourcing



ILLINOIS

JOINT PURCHASING REQUISITION

PLEASE RETURN TO:

Illinois Department of
Central Management Services
801 Wm. C. Stratton Building
401 S. Spring Street
Springfield, IL 62706
Fax: (217) 782-5187

Joint Purchasing #: L 4150 - 4150

Government Unit: Village of OAK PARK

Mailing Address: 201 South Boulevard

City / State / Zip: OAK PARK, IL 60302

County: 1 Cook

Contact Person: Mike Fenwick

Telephone Number: 708-358-5744

Fax Number: 708-358-5711

Contact Email: Fenwick@oak-park.us
01390

Date: 3 / 10 / 2011

Delivery Point
201 South Boulevard OAK PARK, IL 60302
Please provide Email Address Fenwick@oak-park.us

Complete Only One Either "Table-A" or "Table-B" Below

Table A: Complete this table to have the State Solicit Bids for your governmental entity

ITEM DESCRIPTION	QUANTITY	UNIT MEASURE	AMOUNT BUDGETED
<u>Carroll # 60</u> AASHTO M143 Road Salt or Equivalent	(Total Tonnage) <u>4,000</u>	(22-25 Ton/Truck) Tons	<u>62.51</u> (Local Governmental Use Only) <u>\$300,000.00</u>

Please note your Purchase Commitment Percentage for total tonnage quantity stated above (choose one):

OPTION 1 X 80% minimum purchase requirement/120% maximum purchase requirement

OPTION 2 _____ 100% minimum purchase requirement/120% maximum purchase requirement

Complete Only One Either "Table-A" Above or "Table-B" Below

Table B: Complete this table to have the State RENEW for your governmental entity (ONLY)

ITEM DESCRIPTION	QUANTITY	UNIT MEASURE	AMOUNT BUDGETED
AASHTO M143 Road Salt or Equivalent	(Total Tonnage)	(22-25 Ton/Truck)	(Local Governmental Use Only)
Road Salt, Bulk	_____	Tons	_____

Note: Renewal is available ONLY under contracts 4016216, 4016217, 4016218, 4016219, or 4016220 for the 2011-2012 season. Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 5% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Check renewing contract: Contract 4016216 () Contract 4016217 () Contract 4016218 () Contract 4016219 () Contract 4016220 ()

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.

Michael Fenwick
SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT

Street Superintendent
TITLE

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

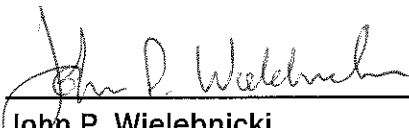
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Item Title: Resolution Authorizing an additional \$50,000 to the Contract with G.A. Paving Construction Co. of Bellwood, Illinois, for Village Wide Utility Pavement Patching Services, increasing the not to exceed amount to \$100,000.

Resolution or Ordinance No. _____

Date of Board Action: September 6, 2011

Staff Review:

Public Works Director: 
John P. Wielebnicki

Village Manager's Office: 

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

The Village of Oak Park Water and Sewer Division makes repairs to the underground water distribution system and sewer collection system. These repairs require excavation of the public streets which then must be repaired in a timely manner. The final pavement restoration consists of a concrete base course over the utility trench followed by a three inch asphalt surface. The Village averages approximately 125 utility pavement repairs annually. Patching sizes vary; however, a typical size is approximately 10' x 10'.

In the past, pavement repairs were completed by in-house Public Works crews. This year, included in the FY 2011 Water & Sewer Fund budgets, the Water and Sewer Division began a pilot to contract out the pavement repairs of Village utility work.

On April 13, 2011, the Village issued an RFP for Utility Pavement Patching to begin this pilot program. On May 16, 2011, the Village Board approved a resolution authorizing a \$50,000 contract with G.A. Paving Construction Co. for these repairs. During the months of June and July, G.A. Paving Construction completed 26 repairs for the Village, which is approximately 20% of the annual number of pavement repairs.

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

This pilot program for utility pavement repairs has proven to be successful. Staff is seeking Board approval to continue to utilize G.A Paving at their previously quoted unit prices for an additional \$50,000. The work would be funded out of the Water & Sewer Funds in the Roadway Maintenance account, using funds previously allocated for pavement patching materials.

Outsourcing pavement patching allows Streets Division staff to perform other maintenance

activities. The contract for this work would begin September 12, 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):

To date, no local intergovernmental programs have been established to jointly bid out this work. While neighboring communities also have the need for utility pavement patching, the different community requirements for pavement repairs and the dedicated staff time required to coordinate such a program would negate any cost savings.

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

The FY 2011 Water and Sewer Fund budget provides for contractor Utility Pavement Patching. A total of \$50,000, comprising \$25,000 from account nos., 5040-43730-777-530667 and 5050-43750-781-530667, for External Support, has already been paid to G.A. Paving Construction for pavement patching repairs.

Additional funds are available to continue these contracted services in the Water and Sewer Funds, account nos., 5040-43730-777-560633 and 5050-43750-781-560633, Roadway Maintenance, in the total amount of \$50,000.

The cost for Utility Pavement Patching by G.A. Paving Construction Co. for 2011 contract year shall not exceed \$100,000.

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

The alternative would be to complete the work with in-house crews. Due to other duties, it takes staff longer to complete the pavement repairs than it takes the contractor, resulting in utility excavations remaining unfinished and barricaded longer. The contractor is also more cost effective. Utilizing a contractor will allow in-house crews to complete other work.

Proposed Recommended Action: Approve the Resolution

RESOLUTION

AUTHORIZING AN ADDITIONAL \$50,000 TO THE CONTRACT WITH G.A. PAVING CONSTRUCTION CO. OF BELLWOOD, ILLINOIS FOR VILLAGE WIDE UTILITY PAVEMENT PATCHING SERVICES, INCREASING THE NOT TO EXCEED AMOUNT TO \$100,000

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to modify the existing contract with G.A. Paving Construction Co. of Bellwood, Illinois for Utility Pavement Patching Services to a cost not to exceed \$100,000. 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 6th day of September, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 6th day of September, 2011.

Attest:

David G. Pope
Village President

Teresa Powell
Village Clerk



Contract

1. THIS AGREEMENT is made and concluded on September 6, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and **G.A. Paving Construction Co., 123 23rd St., Bellwood, IL 60104**, its executors, administrators, successors or assigns (hereinafter "Contractor".)
2. The following documents set forth the terms of this contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Bidders and Detailed Specifications for 11-116 Utility Pavement Patching
 - b. Contractor's Proposal dated April 28, 2011

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

3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the Streets Superintendent under it, in a total amount not to exceed \$100,000..

4. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project and to otherwise comply with the Illinois Prevailing Wage Act, if applicable to this job.

5. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.

6. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village of Oak Park

Teresa Powell
Village Clerk
 (Seal)

By _____
Thomas W. Barwin
Village Manager

G.A. Paving, Construction, Co.

REVIEWED AND APPROVED
AS TO FORM

AUG 29 2011

 LAW DEPARTMENT

By: _____
 Signature

 Printed Name

Its: _____
 Title

L

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Motion To Refer Zoning Ordinance Text Amendment for Beauty Supply Stores To the Plan Commission To Hold A Public Hearing And Prepare Findings Of Facts.

Resolution or Ordinance No. _____

Date of Board Action: September 6, 2011

Staff Review: Craig Failor, Village Planner

Department Director Name:



Craig Failor, Village Planner

Village Manager's Office:



Lisa Shelley, Deputy Village Manager

Item History (Previous Board Review, Related Action, History): There is no item history with this application.

Item Policy Commentary (Key Points, Current Issue, Bid Process, Recommendation): The applicant, Joe Seok, has submitted an application to request an amendment to the Madison Street Overlay District to restrict Beauty Supply Stores within 500 feet of one another or similar use. Mr. Seok owns a beauty supply establishment at 20 Madison Street in Oak Park. The Madison Street Overlay District currently has a 500 foot separation restriction for barber shops, braiding establishments, and hair dressers.

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) : The applicant has paid the required application fee for this application process.

Item Action Options/Alternatives (List the alternative actions; list the positive and negative implications of each; if no alternatives, explain why): No alternatives as this is a referral to the Plan Commission to hold a public hearing.

Proposed Recommended Action: Approve the Motion to refer this application to the Plan Commission for the purpose of holding a public hearing on October 20, 2011.



PETITION FOR ZONING TEXT AMENDMENT

BEFORE THE PLAN COMMISSION
VILLAGE OF OAK PARK, ILLINOIS

Plan Commission Case _____

Date Filed: _____ Fee \$675.00 / Paid: _____ Accepted by: _____

YOU MUST PROVIDE THE FOLLOWING INFORMATION: IF ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA PAGES TO THE PETITION.

Name of Property Owner(s): Kyun S. Seok

Address of Property Owner(s): 20 W. Madison Street, Oak Park, Illinois 60302

If Land Trust, name(s) of all beneficial owners: (A Certificate of Trust must be filed.)

N/A

Name of Applicant(s): Joe Seok

Applicant's Address: (same as above)

Applicant's Phone Number: Office 312-804-6141 E-Mail joeseok@gmail.com

Other: _____

Project Contact: (if Different than Applicant) Joseph Q. McCoy, Esq.

Contact's Address: Perkins Coie LLP, 131 S. Dearborn St., Suite 1700, Chicago, IL 60603

Contact's Phone Number: Office 312-324-8643 E-Mail jmccoy@perkinscoie.com

Other: _____

Property Interest of Applicant: Owner Legal Representative

Contract Purchaser

Other (Describe): _____

Precise Wording of Text Amendment: Insert into 3.9.6(F)(2): "(f) Beauty Supply Stores: shall not be located within 500 feet of one another or a similar use."

From what Section(s) of the Zoning Ordinance are you requesting a text change?

3.9.6(F)(2)

Explain why, in your opinion, the grant of this request will be in harmony with the neighborhood and not contrary to the intent and purpose of the Zoning Ordinance or Comprehensive Plan.

Please see attached.

I (we) certify that all the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

I (we) consent to the entry in or upon the premises described in this application by any authorized official of the Village of Oak Park for the purpose of securing information, posting, maintaining and removing such notices as may be required by law. Owner's signature must be notarized.

[Signature]
(Signature) Applicant

8/11/11
Date

[Signature]
(Signature) Owner(s)

8/11/11
Date

Owner's Signature must be notarized
If more than one please add additional page

SUBSCRIBED AND SWORN TO BEFORE ME THIS

11TH DAY OF AUGUST, 2011

[Signature]
(Notary Public)



Insert into 3.9.6(F)(2):

(f) Beauty Supply Stores: shall not be located within 500 feet of one another or a similar use.

The grant of this request would not be contrary to the intent and purpose of the Zoning Ordinance, as it is consistent with restrictions currently in place within the Perimeter Overlay District (Section 3.9.2(H)(1))¹. As the Madison Street Overlay District overlaps with the Perimeter Overlay District, it would seem that the restriction found at Section 3.9.2(H)(1) would naturally extend into the Madison Street Overlay District. Furthermore, the proposed provision ties in with the current restriction on hair salons found at Section 3.9.2(E). Thus, in order to encourage a mix of desirable retail uses and prevent an overcrowding of beauty supply stores in the Madison Street Overlay District, this request should be granted and enacted into the Zoning Ordinance.

¹ A similar restriction can also be found in the Roosevelt Road Form-Based Overlay District (Section 3.9.8(M)(3) Table 11 of the Ordinance).



131 S. Dearborn Street, Suite 1700
Chicago, IL 60603-5559
PHONE: 312.324.8400
FAX: 312.324.9400
www.perkinscoie.com

Joseph Q. McCoy
PHONE: (312) 324-8643
FAX: (312) 324-9643
EMAIL: JMcCoy@perkinscoie.com

VIA FED EX & EMAIL

August 11, 2011

Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Attention: Craig Failor, Director of Planning

Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Attention: Mike Bruce, Zoning Officer

Re: Petition for Zoning Text Amendment to the Village of Oak Park (Illinois) Zoning Ordinance (the "Ordinance")

Mr. Failor/Mr. Bruce:

We represent Mr. Kyun S. Seok and K-Stone Beauty Supply ("K-Stone"), an Oak Park business which has been located at 20 West Madison, Oak Park, Illinois for over fifteen years. K-Stone is located in both the Perimeter Overlay District and Madison Street Overlay District. It is our understanding that in or around February of 2002, the Ordinance was modified to include a minimum distance between beauty supply stores in the Perimeter Overlay District. Per Section 3.9.2(H)(1) of the Ordinance, "beauty supply stores shall not be located within 500 feet of a similar use." At the time of said amendment, another beauty supply store (Queens Beauty Supply, located at 14 West Madison, Oak Park, Illinois) was located just a few doors down from our client's location.¹ It has come to our attention that the current prohibition in the Perimeter Overlay District does not extend into the Madison Street Overlay District. We feel that this is inconsistent with what we understand the intent of the prohibition to be, which we believe is a true 500 feet radius restriction.²

¹ Enclosed please find a map depicting the beauty supply stores in existence at the time that this restriction was passed and implemented into the Ordinance.

² Please see 3.9.6(F)(2)(e) and Section 3.9.8(M)(3) Table 11 of the Ordinance for comparable radius restrictions.

Enclosed you will find two (2) proposed amendments to the Ordinance that we would like to submit for consideration by the Village of Oak Park (Board of Trustees). Below please find an explanation of each proposed amendment:

1. **Proposed Amendment to Perimeter Overlay District.** K-Stone would like to insert the following text at the end of Section 3.9.2(H)(1): "*This restriction shall extend to properties located outside of the Perimeter Overlay District that are within 500 feet of a beauty supply located inside of the Perimeter Overlay District.*" Our goal is to propose a text amendment that is the least intrusive option to continue promoting a mix of desirable retail uses to other business owners and still encourage the desired areas of commercial business in the area.

2. **Proposed Amendment to Madison Street Overlay District.** If the Village Attorney finds the proposed language in paragraph 1 above to be unenforceable to properties located outside of the Perimeter Overlay District, we would like to propose an amendment to regulations governing the Madison Street Overlay District to add the following language as 3.9.6(F)(2)(f): "*Beauty Supply stores: shall not be located within 500 feet of one another or similar use.*" This amendment is consistent with what we believe is the intent behind the restrictions currently in place within the Perimeter Overlay District (Section 3.9.2(H)(1)), which we understand to be to promote a varied mix of desirable retail uses.³

Due to issues of timing, we would still like to move the process forward while our previously submitted inquiry (a copy of which is attached hereto) is pending legal opinion by your professional staff. Following vetting by your staff, we would like our proposed amendment(s) to be placed on the agenda for the earliest possible meeting of the Board of Trustees.

Should you have any questions, please do not hesitate to contact me at jmccoy@perkinscoie.com, or at 312.324.8643, or my colleague, Suleen Lee, at slee@perkinscoie.com, or at 312.324.8469. We are available to discuss this matter at your convenience.

Very truly yours,



Joseph Q. McCoy

cc: Suleen Lee, Esq. (via e-mail)
Joe Seok (via e-mail)
Simone Boutet, Esq. (via e-mail)

³ We have also noted that a similar restriction within the Roosevelt Road Form-Based Overlay District exists, which can be found at Section 3.9.8(M)(3) Table 11 of the Ordinance.



Joseph Q. McCoy
PHONE: (312) 324-8643
FAX: (312) 324-9643
EMAIL: JMcCoy@perkinscoie.com

131 S. Dearborn Street, Suite 1700
Chicago, IL 60603-5559
PHONE: 312.324.8400
FAX: 312.324.9400
www.perkinscoie.com

VIA FED EX & EMAIL

July 13, 2011

Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Attention: Craig Failor, Director of Planning

Re: Written Request for Clarification

Mr. Failor:

Thank you for taking the time out of your schedule to meet with us this past Friday. We came out of the meeting with a better understanding of the process required to amend the Village of Oak Park (Illinois) Zoning Ordinance (the "Ordinance").

As we discussed, there were two technical questions that we would like legal counsel to weigh in on prior to the submission of the proposed amendment.

1. Scope and Application. Our client is in both the Perimeter Overlay District and the Madison Street Overlay District. If we amend Section 3.9.2(H) of the Ordinance to restrict beauty supply stores within a 500 foot radius of a similar use, will our proposed amendment be applied in the same way to a property located within the Madison Street Overlay District? To further illustrate the question:

ex: Beauty Supply Store A is located in the Perimeter Overlay District and the Madison Street Overlay District. Will proposed Beauty Supply Store B located solely in the Madison Street Overlay District, but within 500 feet of Beauty Supply Store A, be subject to the application of the proposed amendment.

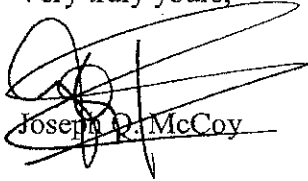
2. Issuance of Business Licenses. Will the issuance of business licenses for a specific use (beauty supply store) be tolled while a zoning amendment which impacts said use is pending with the Plan Commission?

July 13, 2011

Page Two

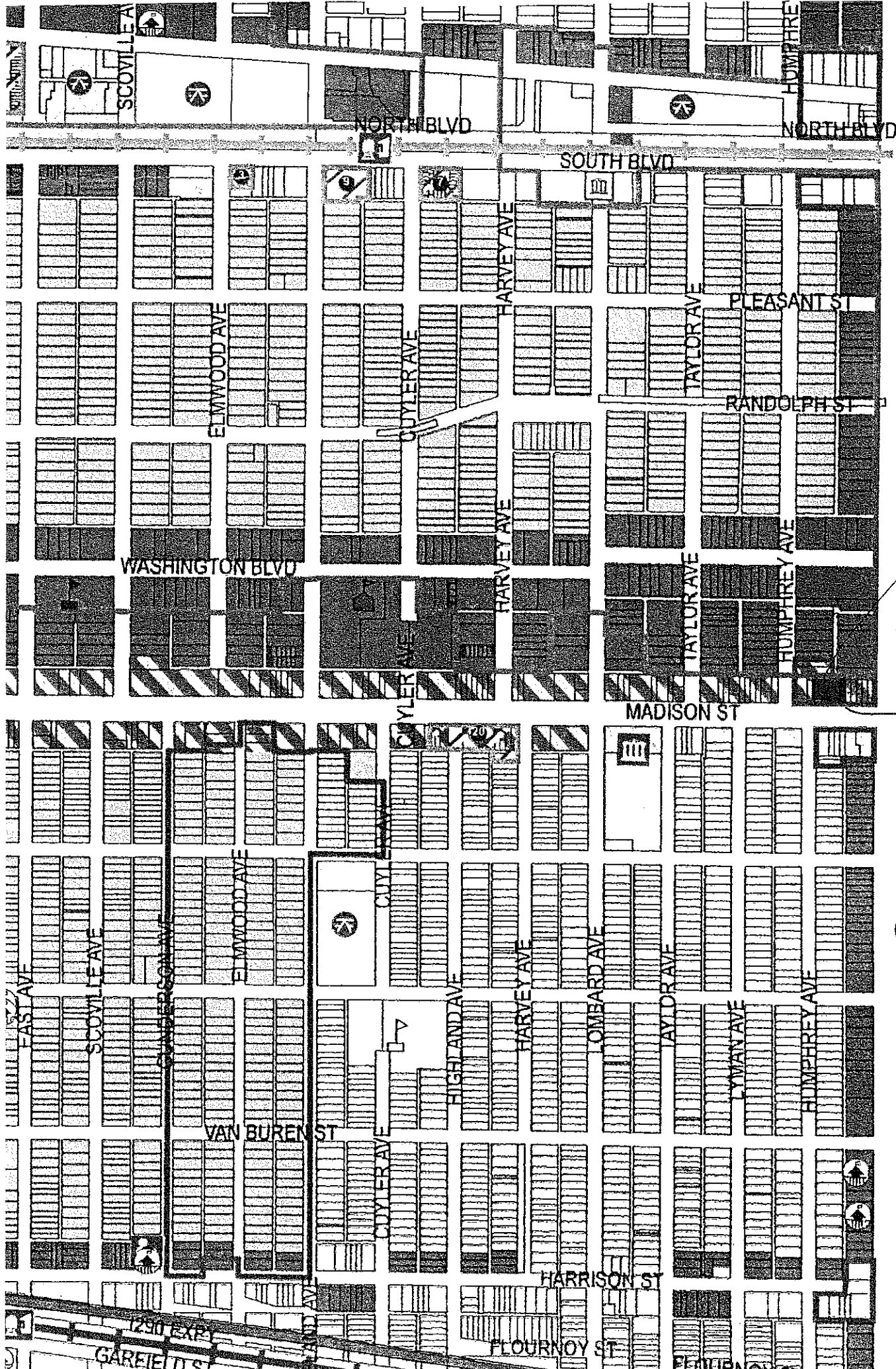
We are prepared to submit our proposed amendment in time to be considered as an agenda item for the Plan Commission meeting currently scheduled for August 1, 2011. We look forward to receiving a written response to the questions set forth above. Given our tight timing, we would be grateful if you could provide us with a written response by July 20th. Thank you in advance, and please do not hesitate to contact me at jmccoy@perkinscoie.com, or at 312.324.8643, or my colleague Ms. Suleen Lee at slee@perkinscoie.com, or at 312.324.8469, should you need any further clarification.

Very truly yours,



Joseph D. McCoy

Cc: Joe Seok (via email)
Suleen Lee (via email)
Bates McIntyre Larson (via email)



100
100
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400
500
600
700
800
900

K-stone
Beauty
Supply

Queen's
Beauty
Supply

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

M

Item Title: Resolution Awarding a Small Rental Properties Rehabilitation Loan and Energy Efficiency Loan and Authorizing the Execution of a Small Rental Rehab and Energy Efficiency Loan Commitment and Agreement
SRP-002

Resolution or Ordinance No. _____

Date of Board Action: September 6, 2011

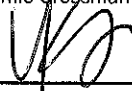
Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

The Housing Programs Advisory Committee (HPAC) reviewed the application on August 17, 2011 and recommended approval.

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

The Housing Programs Division administers the Small Rental Rehabilitation Loan Program, which was established on November 1, 2010 and funded with Community Development Block Grant (CDBG) funds. The program is open to rental buildings with seven or fewer units. The program has two major purposes: (1) upgrade the physical conditions of small rental buildings, (2) expand the housing choices of renters to encourage economic and racial diversity. The program has two types of assistance: (1) Forgivable loans which are limited to \$5,000 per unit; (2) Marketing Services Agreement for the Oak Park Regional Housing Center to affirmatively market the units in the building. In exchange for the forgivable loan funds, owners agree to match the loan funds by 25% and to rent at least 51% of their units to households earning below 80% of the Area Median Income (AMI), a household of four would earn below \$60,100 per year.

The Village of Oak Park is a Local Program Administrator for the Multi-unit Retrofit Loan Program of the Chicago Region Retrofit Ramp-up (CR3) Program. The funds were awarded to the Village by the Chicago Metropolitan Agency for Planning (CMAP) from a contract CMAP has with the U.S. Department of Energy (DOE). Under this Program, the Village is able to offer participants in the Small Rental Rehab Program an additional \$2,500 per unit to make energy efficiency upgrades under the same terms and conditions as the CDBG funds. Owners are able to use the Retrofit Loan as the Owner's match obligation under the Small Rental Rehab Program.

Attached is a Resolution Authorizing a CDBG loan and CR3 loan for this 2-unit property located 540 S. Ridgeland (SRP-002). The property owner is requesting a rehab loan under the Small Rental Rehab Program of \$10,000 for 2 years to be matched by owner funds funded by the Multi-unit Retrofit Loan Program in the amount of \$5,000. The Small Rental Rehab loan will be used to replace windows, repair the rear porch, install GFCI receptacles and exterior painting and the Multi-unit Retrofit Loan will be used to replace the boiler. Bids were solicited from four contractors and three responded. The low bid was selected.

Staff Commentary (If applicable or different than Commission):

Staff concurs with the HPAC recommendation.

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

The rehab loan of \$10,000 will reduce the remaining budgeted balance of \$100,000 to \$90,000. The rehab funds for this program were budgeted under the Community Development Block Grant Fund.

The energy loan of \$5,000 will reduce the remaining budgeted balance of \$150,000 to \$145,000. The energy funds for this program were budgeted under the Multi-unit Retrofit Loan Program funded by the Chicago Metropolitan Agency for Planning over a three year period.

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

This program utilizes federal funds. The only expense to the Village is staff time for project administration. The program provides benefits to the Village in maintaining and improving our housing stock, promoting diversity, providing affordable rental units and improving the energy efficiency of the buildings. If the funds are not awarded to individual recipients the Village will not meet its goals under these programs.

Proposed Recommended Action:

Approve the Resolution.

Not Yet Approved Minutes of
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
August 17, 2011
7:00 pm – Room 215

PRESENT: Steven Glass, Patrick Diakite, April Lasker and Meredith Morris
EXCUSED: Katrina Fill
STAFF: Jeff Richardson
GUESTS: Sally Wallace

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:05 pm.

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. Mr. Richardson requested that the Request for a Small Rental Rehab Program Loan SRP-011 be removed from the agenda, as the bids had not yet been opened. Agenda approved unanimously with this modification.

NON-AGENDA PUBLIC COMMENT: Chair Glass introduced Ms. Sally Wallace, who is a candidate for HPAC membership.

APPROVAL OF MINUTES: A motion was made by Ms. Morris to approve the minutes of May 18, 2011 as drafted, seconded by Mr. Diakite and passed by unanimous voice vote.

REQUEST FOR A SMALL RENTAL REHAB PROGRAM LOAN SRP-002: Mr. Richardson presented the first request for a rehab loan and an energy improvement loan. Mr. Richardson reviewed the program requirements for affordable units and projected energy savings required by the Program Guidelines as amended and approved by the Board on July 5, 2011. Chair Glass suggested that future loan requests include a confirmation that the affordability requirements are fulfilled. Mr. Richardson responded that staff will include a recap of the current tenancy of the applicant building. The committee also discussed whether a mechanism should be established to review compliance during the affordability period. This will be a topic of a future discussion.

Ms. Morris made a motion to recommend approval of the loan request SRP-002, Mr. Diakite seconded.

Roll Call	Fill	Absent
	Diakite	Aye
	Lasker	Aye
	Morris	Aye
	Chair Glass	Aye

Motion Passed.

SPECIAL MEETING TO REVIEW SMALL RENTAL PROGRAM APPLICATIONS: Mr. Richardson reported that staff is working on applications for six units and hopes to have the requests for HPAC review in early September. The members agreed to a Special HPAC Meeting on Wednesday, September 7, 2011 at 7:30 pm. Staff will cancel the meeting in the event that the applications are not ready for review.

PROGRAM UPDATES: Mr. Richardson reported that the Single Family Rehab Program is on track to meet the Consolidated Plan goals for 2011. Most of the documents for the Multi-Family Housing Incentives Program have been executed and owners are beginning work and listing units with the Housing Center. Staff is working on several applications for the Small Rental Rehab Program and hopes to bring them to HPAC in September.

Mr. Richardson told the committee about the CMAP Oak Park Community Workshop to occur on Thursday, September 8, 2011. Chair Glass reported that the CMAP presentation to the Board was very informative and recommended that the HPAC members plan to attend the workshop.

OTHER BUSINESS: The Committee discussed the 2011 Multi-Family Housing Incentives Program review process. Members expressed their satisfaction with the way the review process operated this year. It was suggested that a future HPAC meeting include a review of the MFI review process and possible changes.

The committee expressed their gratitude to Cary McLean for her six years of service as a member. They wish to thank her for her contributions to the committee and the Housing Programs and for her commitment to the Village overall.

ADJOURNMENT (voice vote): Meeting adjourned at 8:13 p.m.

Respectfully submitted,
Jeff Richardson
Staff Liaison



Loan Summary

The Village of Oak Park
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302-4272

708.358.5410
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Small Rental Property Rehabilitation Program

I. Identification Number:	SRP-002	
<hr/>		
II. Project Cost:	Forgivable Rehab Loan (Fund 83, CDBG Fund)	\$10,000
	Forgivable Energy Efficiency Loan	\$ 5,000
	Owner Contribution	\$ 1,406
	Total Project Cost	\$16,406
<hr/>		
III. Loan/Mortgage Amount:	\$15,000 (\$10,000 rehab + \$5,000 energy)	
First Mortgage:	None	
Second Mortgage:	None	
VOP Mortgage (this loan):	\$15,000	
Post-Rehab Encumbrance:	\$15,000	
Estimated Market Value/ Current Market Value:	\$392,860 (Cook County Assessor's estimate)	
Post-Rehab Equity:	\$377,860 (96% equity)	
<hr/>		
IV. Obligations		
Property Taxes:	Current \$6,027.95 paid 7/17/11 (1 st installment 2010 taxes) verified 8/9/11. No other taxes owed.	
Water Bill:	Current	
<hr/>		
V. Housing Code Violations:		

A property standards inspection was performed on 2/14/11. Through this loan, corrections to the rear porches, painting the front fascia, repairs to the basement ceiling and installing GFCI receptacles will be done. The owner has undertaken corrections to the garage, installing smoke and carbon monoxide detectors and a handrail on the basement stair on their own.

VI. Use of Loan Funds:

The rehab loan will install ten new windows, stabilize and paint the front soffits and fascia and replace deteriorated wood on the back porches. Windows on the front of the building will be repaired. New GFCI electrical receptacles will be installed in the kitchens and bathrooms in both units. The basement ceiling will be patched to restore the fire rating. The energy loan will replace the antiquated boiler with a new high efficiency boiler.

VII. Comments:

This is a brick two flat constructed by the Gunderson brothers in the Gunderson Historic District. Due to the building's status in the historic district, public funds cannot be used for window replacement on the front façade of the building.

Both units are rented to tenants in the Housing Choice Voucher program, and meet the requirements for affordable rents and low to moderate income.

A lead inspection and risk assessment were done before the start of specification writing. In accordance with federal requirements for projects with a rehab cost above \$5,000 per unit, interim controls will be performed on all lead painted hazards. Clearance testing will be performed at the end of rehab work.

The Department of Energy requires that projects receiving funds from their energy efficiency loans achieve a projected savings of 15% of the current energy bills. The Center for Neighborhood Technology has reviewed the past and current energy usage and determined that with the boiler and window replacement this project will meet that goal.

Equity meets the Program guideline requiring post-rehab equity of at least 15%. For purposes of determining equity, staff used the Assessor's estimated market value of \$392,860. With total debt of \$15,000(the Village loans), there will be 96% post-rehab equity. The Village's investment is protected.



Budget and Bid Evaluation

The Village of Oak Park 708.358.5410
 Housing Programs Division Fax 708.358.5114
 123 Madison Street www.oak-park.us
 Oak Park, Illinois 60302-4272 housing@oak-park.us

Small Rental Property Rehabilitation Loan Program

SRP-002

Project

Dorothy Walton

Owner

540 S Ridgeland Avenue

Address

Trade	Budget	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5
		All-Pro	IDLC	Jsck Built		
1 - General Requirements	\$ 500.00	\$ -	\$ 450.00	\$ 660.00	\$ -	\$ -
2 - Owner Participation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3 - Volunteer Participation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 - Site Work	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5 - Demolition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6 - Concrete & Paving	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7 - Masonry	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8 - Metal Work	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9 - Environmental Rehab	\$ 1,825.00	\$ 2,600.00	\$ 4,475.00	\$ 1,080.00	\$ -	\$ -
10 - Carpentry	\$ 5,775.00	\$ 7,241.00	\$ 9,965.00	\$ 8,890.00	\$ -	\$ -
15 - Roofing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16 - Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17 - Drywall & Plaster	\$ 350.00	\$ 585.00	\$ 1,400.00	\$ 1,080.00	\$ -	\$ -
18 - Ceramic Tile	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19 - Paint & Wallpaper	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20 - Floor Coverings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21 - HVAC	\$ 5,600.00	\$ 5,070.00	\$ 7,500.00	\$ 8,900.00	\$ -	\$ -
22 - Plumbing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23 - Electrical	\$ 700.00	\$ 910.00	\$ 700.00	\$ 1,600.00	\$ -	\$ -
Total	\$ 14,750.00	\$ 16,406.00	\$ 24,490.00	\$ 22,210.00	\$ -	\$ -

RESOLUTION

AWARDING A SMALL RENTAL PROPERTY REHABILITATION AND MULTI-UNIT RETROFIT IMPROVEMENT LOAN AND AUTHORIZING THE EXECUTION OF LOAN COMMITMENT AND AGREEMENT

SRP-002

2 Units

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

SECTION I: Findings

a) The Village of Oak Park has allocated funds in the current program year for loans under the Small Rental Rehabilitation program (SRP) which was established on November 1, 2010 funded by Community Development Block Grant (CDBG) Funds. The program is open to rental buildings with less than 8 (eight) units. The program has two major purposes: (1) to upgrade the physical condition of small rental buildings and (2) to expand the housing choices of renters to encourage economic and racial diversity. As of September 6, 2011, \$100,000 of those funds were available for such loans.

b) The Village of Oak Park is a Local Program Administrator for the Multi-unit Retrofit Improvement Loan Program of the Chicago Region Retrofit Ramp-up (CR3) Program. The funds were awarded to the Village by the Chicago Metropolitan Agency for Planning (CMAP) from a contract CMAP has with the U.S. Department of Energy (DOE). As a Local Program Administrator, the Village may award funds to participants in the Small Rental Rehabilitation Program to conduct qualified building energy efficiency updates. As of September 6, 2011, \$150,000 of those funds were available for such loans.

c) The premises at 540 S Ridgeland Avenue consist of a multi-family dwelling with 2 units owned by Dorothy Walton, hereinafter referred to as "Owner(s)". The owner(s) requested both an SRP and CR3 loan to perform work in accordance with the Application and Scope of Work, copies of which are on file in the Housing Programs Division. The Housing Programs Advisory Committee has reviewed the Application and Scope of Work and recommends awarding a loan for the purposes stated therein. The Housing Programs Division concurs.

d) The total cost of SRP and CR3 project is not expected to exceed a cost of \$16,406. The total loan amount is 15,000. Any additional costs will be paid by the owner.

e) The application and property meet all of the guidelines of the Small Rental Rehabilitation Program and CR3 including adequate equity and eligible repairs.

f) The Owner agrees, as a condition of the grant, to rent 51% of their units to households earning below 80% of the Area Median Income (AMI) and enter into a Marketing Services Agreement, the terms of which are set forth in the Loan Commitment and Agreement attached hereto as Exhibit III.

SECTION II

That the Village awards a SRP loan in the amount of \$10,000 using CDBG Funds and a CR3 loan in the amount of \$5,000 to Dorothy Walton, contingent upon the Owner's execution of a Note, Mortgage and Loan Commitment and Agreement, which loan funds shall be distributed only: 1) upon evidence that work within the approved Scope has been performed on the premises to the extent of the draw; 2) upon receipt of Mechanic's Lien waivers for labor and materials on the premises in the amount of the draw; and 3) upon receipt of proof that the Owner has paid any required match for work within the approved Scope.

SECTION III

The total \$15,000 loan shall be secured by a junior mortgage recorded against the premises, and evidenced by a Note, which Note and Mortgage shall substantially conform to those attached hereto and made a part hereof as Exhibits I and II.

SECTION IV

That the Village Manager is hereby authorized and directed to execute a Loan Commitment and Agreement SRP-002 with Dorothy Walton, owner of the 2 unit apartment building at 540 S Ridgeland Avenue in Oak Park, conforming substantially to the Loan Commitment and Agreement attached hereto and made a part hereof as Exhibit III.

SECTION V

That the President and the Board of Trustees agree to waive any and all permit fees related to work paid for using Village funds, up to the maximum amount of the grant and owner's matching funds. Prior to obtaining a permit, the owner is required to obtain certification from the Housing Programs Division that the work requested under the permit is in accordance with the approved Scope.

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

ADOPTED this 6th day of September, 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 6th day of September, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

NOTE

SRP-002

\$15,000.00

Oak Park, Illinois September 6, 2011

FOR VALUE RECEIVED, Dorothy Walton ("Owner") promises to pay to the Village of Oak Park (the "Village") the principal sum of Fifteen Thousand and No/100 Dollars and no interest (constituting \$10,000 in Community Development Block Grant (CDBG) Funds and \$5,000 in Chicago Region Retrofit Ramp-up (CR3) Funds) except as follows: The principal and interest shall be payable in full upon the earliest of the following occurrences or date:

1. There shall be no payment of either principal or interest during the term of the Small Rental Rehab Loan Commitment and Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park, if the Owner, as described in the Agreement, successfully completes the full two (2) year term of the Agreement, Upon successful completion of the five year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without any payment of principal or interest.
2. In the event that the Owner sells, conveys or transfers his interest in the Premises during the five year term of the Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.
3. If the Village gives the Owner written notice of default in the performance of any agreement contained in the Agreement or Mortgage, and the Owner fails to cure the default within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.
4. If there is a change in use of the premises within two (2) years of the expenditure of Community Development Block Grant (CDBG) funds on the project, if the new use does not meet the project eligibility and national objectives of the U.S. Department of Housing and Urban Development's CDBG program; Code of Federal Regulations Title 24 Part 570 the lien with the required 12% interest must be repaid to the Village of Oak Park immediately.

All parties severally waive presentment for payment, notice of dishonor, protest and notice of protest.

Payments are to be made at the office of the Finance Director, 123 Madison Street, Oak Park, Illinois 60302 or such other place as the legal holder of this note may, from time to time, in writing appoint.

Without the prior written consent of the Village of Oak Park, the Owner shall not convey or encumber title to the premises securing the payment hereof.

The Village may elect to accelerate the entire unpaid principal balance as stated above 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, encumbrance or default.

A violation in the Mortgage from the Village of Oak Park shall be prima facie evidence of a default in the performance of the Mortgage to keep the premises fully repaired and in compliance with the Zoning Ordinance of the Village of Oak Park, the Village's Building Code, and the Code of the Village of Oak Park, including without limitation the provisions relating to housing, health, and fair housing.

The payment of this Note is secured by a Mortgage, bearing the same date as this Note, on the following described real estate

IMPORTANT - Preserve this note after payment to obtain release of Mortgage

in the County of Cook, Illinois ("the Premises"):

LOT 22 IN BLOCK 1 IN GUNDERSONS 3RD ADDITION TO OAK PARK, BEING A RESUBDIVISION OF THE 1ST ADDITION TO THE HIGHLANDS, A SUBDIVISION OF THE WEST 1/4 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 16-17-100-016-0000

Address(es) of Real Estate: 540 S Ridgeland Avenue, Oak Park, Illinois 60304

Date: _____

MORTGAGE

SRP-002

PIN: 16-17-100-016-0000

THIS MORTGAGE is made this 6th day of September, 2011 between Dorothy Walton, herein referred to as "Mortgagor," and The Village of Oak Park, an Illinois municipal corporation, herein referred to as "Mortgagee."

Mortgagors are justly indebted to the Village of Oak Park, the legal holder of a principal promissory note, termed " Note," executed by Mortgagors on the same date as this Mortgage, and made payable to Village of Oak Park and delivered, by which Note Mortgagors promise to pay the principal sum of \$15,000.00 (constituting \$10,000 in Community Development Block Grant (CDBG) Funds and \$5,000 in Chicago Region Retrofit Ramp-up (CR3)Funds) and interest from September 6, 2011 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 Small Rental Rehab Loan Commitment and Agreement identified as Exhibit III of Resolution _____ approved by the President and Board of Trustees of the Village of Oak Park. If the "Mortgagor(s)", as described in the Agreement, successfully completes the full two (2) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without any payment of principal or interest.
2. In the event that the Mortgagor sells, conveys or transfers his interest in the Premises during the five year term of the Agreement, without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.
3. If the Village gives the Mortgagor written notice of default in the performance of any agreement contained in the Agreement or Mortgage, and Mortgagor fails to cure the default

EXHIBIT II

within 7 days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest.

4. If there is a change in use of the acquired real estate within five (5) years of the expenditure of Community Development Block Grant (CDBG) funds on the project, if the new use does not meet the project eligibility and national objectives of the U.S. Department of Housing and Urban Development's CDBG program; Code of Federal Regulations Title 24 Part 570 the lien with the required 12% interest must be repaid to the Village of Oak Park immediately.

All parties severally waive presentment for payment, notice of dishonor, protest and notice of protest.

All payments of principal and interest are to be made payable to the Village of Oak Park and delivered to the Finance Director, 123 Madison St., Oak Park, IL, or at such other place as the Village of Oak Park may, from time to time, in writing appoint.

To secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned Note and of this Mortgage, and the Mortgagors' performance of the covenants and agreements referred to herein, Mortgagors CONVEY AND WARRANT unto the Mortgagee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein in the Village of Oak Park, Cook County, Illinois, to wit:

LOT 22 IN BLOCK 1 IN GUNDERSONS 3RD ADDITION TO OAK PARK,
BEING A RESUBDIVISION OF THE 1ST ADDITION TO THE HIGHLANDS,
A SUBDIVISION OF THE WEST 1/4 OF THE NORTH WEST 1/4 OF THE
NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13
EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,
ILLINOIS.

which, with the property hereinafter described, is referred to herein as the "premises":

Permanent Real Estate Index Number(s): 16-17-100-016-0000

Address(es) of Real Estate: 540 S Ridgeland Avenue
Oak Park, Illinois

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged

EXHIBIT II

premises whether physically attached thereto or not. The parties agree that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall also be part of the mortgaged premises;

TO HAVE AND TO HOLD forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits Mortgagors do hereby expressly release and waive.

1. Mortgagors shall: (1) keep the premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep the premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in the premises except as required by law or municipal ordinance or as previously consented to in writing by the Mortgagee.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the premises when due, and shall, upon written request, furnish to Mortgagee the original or duplicate receipts therefor. To prevent default hereunder, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment, which Mortgagors may desire to contest.
3. Mortgagors shall keep and maintain an all risk property insurance policy providing for payment of the cost to replace or repair any property damage or to pay in full the principal and interest on the Note, which insurance shall be issued by companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagee of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the principal note or in this Mortgage to the contrary, become due and payable in case default shall occur and continue for three days in the performance of any agreement of the Mortgagors herein contained.
5. When the indebtedness hereby secured shall become due, whether by the terms of the note or by acceleration or otherwise, the holder of the Note or the Mortgagee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the court order for sale all

expenditures and expenses allowed by law, which may be paid or incurred by or on behalf of Mortgagee or holders of the note including but not limited to attorney's fees, court costs, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the court order) of procuring all such abstracts of title, title searches and examinations, and guarantee policies which may be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such court order the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of twelve per cent per annum, or the maximum amount allowed by law, whichever is less, when paid or incurred by Mortgagee or holders of the note in connection with: (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reasons of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

6. The proceeds of any foreclosure sale of the premises shall be distributed in accordance the Illinois Mortgage Foreclosure Law.
7. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the Court in which such complaint is filed may appoint a receiver of the premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver by appointment of Mortgagee in possession. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
8. No action for the enforcement of the lien of this Mortgage or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. Mortgagee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
10. Mortgagee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Mortgagee, and he may require indemnities satisfactory to him before exercising any power herein given.
11. Mortgagee shall release this Mortgage and the lien created thereby by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid; and Mortgagee may execute and deliver a release to and at the request of any person who shall either before or after maturity, produce and exhibit to Mortgagee the principal Note, representing that all indebtedness secured by this Mortgage has been paid, which representation Mortgagee may accept as true without inquiry. Where a release is requested of the Mortgagee and the Mortgagee has never executed a certificate on any document identifying it as the principal note, the Mortgagee may accept as the original Note any note which is presented and which conforms in substance with the description of the Note in this Mortgage and which appears to be executed by the Makers.
12. This Mortgage and all provisions hereof, shall extend to and be binding upon the Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Mortgage.
13. The Mortgagors on its behalf and on behalf of each and every person acquiring any interest in or title to the premises subsequent to the date of this Mortgage, hereby waives any and all rights of redemption, including all rights under 735 ILCS 5/15-1603 from any judgment, order or decree of foreclosure of this Mortgage and from any sale under any judgment, order, or decree of foreclosure of this Mortgage.
14. The Mortgagor on its behalf and on behalf of each and every person acquiring any interest in or title to the premises subsequent to the date of this Mortgage shall keep the premises fully repaired and in strict compliance with Village of Oak Park zoning ordinances, building code ordinances, and Code of the Village of Oak Park including provisions relating to housing, health, and fair housing.

The name of the record owner is: Dorothy Walton.

Witness the hands and seals of Mortgagors the day and year first above written.

Signature of Mortgagor

Signature of Mortgagor

Printed Name of Mortgagor

Printed Name of Mortgagor

State of Illinois,
County of COOK

I, the undersigned, a Notary Public in and for Cook County, Illinois certify that
_____ and _____

Personally known to me to be the same person(s) whose name appears above, appeared before me
this day in person, and freely and voluntarily subscribed to the foregoing instrument, for the uses
and purposes therein set forth, including the release and waiver of the right homestead.

Given under my hand and official seal, this ____ day of _____, 20____.

Notary Public

Deliver to Box 321

**SMALL RENTAL REHAB LOAN COMMITMENT AND AGREEMENT
540 S RIDGELAND AVENUE
2 UNITS**

This Agreement entered into this 6th day of September 2011 by and between the Village of Oak Park, a Municipal Corporation (the "Village") and Dorothy Walton (the "Owner") as owner of 540 S Ridgeland Avenue, a multiple family dwelling containing 2 units within the Village of Oak Park (the "Apartment Building").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto do mutually agree as follows:

1. The owner(s) has made an application to the Village for a Small Rental Rehabilitation loan in the amount of \$10,000 using Community Development Block Grant (CDBG) funds, and a Multi-Unit Retrofit Improvement Loan using funds from the Chicago Region Retrofit Ramp-up (CR3) program in the amount of \$5,000 to be used for the following improvements to the Owner's rental property located at 540 S Ridgeland Avenue, Oak Park, County of Cook, State of Illinois.

Improvements: See attached specifications. Which rental property is legally described as:

LOT 22 IN BLOCK 1 IN GUNDERSONS 3RD ADDITION TO OAK PARK, BEING A RESUBDIVISION OF THE 1ST ADDITION TO THE HIGHLANDS, A SUBDIVISION OF THE WEST 1/4 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. #: 16-17-100-016-0000

2. The Village is desirous of making a rehabilitation loan to the Owner(s) for the construction of the improvements. The Village will place a lien in the form of a Mortgage against all assisted properties for the amount of Community Development Block Grant ("CDBG") loan funds provided to the Property Owner. The Owner must abide by all terms of the Mortgage and this Agreement (the Agreement), for two (2) years, known as the Affordability Period. The Affordability Period starts upon the date of final payment of the CDBG contract amount to the Contractor. The final mortgage/lien amount will include all rehabilitation costs (including the incremental increase in costs associated with lead based paint, if applicable and related items) and all soft costs charged to the project. The mortgage will bear no interest and the lien in the full amount of CDBG assistance provided will be discharged if the owner satisfies all terms and conditions of the Mortgage and this Agreement for the full length of the Affordability Period. If the Owner does not satisfy the terms and

conditions of the Mortgage and this Agreement during the Affordability Period, the Owner will be required to repay the entire lien amount with 12% required interest.

3. If the property is sold prior to the end of the Affordability Period, the lien with the required 12% interest must be repaid to the Village of Oak Park. The Village may waive this requirement if the new Property Owner agrees to continue to abide by the terms of this Agreement for the remainder of the Affordability Period. This arrangement must be agreed upon in writing by all interested parties prior to the sale of the property.
4. If there is a change in use of the acquired real estate within two (2) years of the expenditure of CDBG funds on the project, if the new use does not meet the project eligibility and national objective requirements of the U.S. Department of Housing and Urban Development's CDBG program; Code of Federal Regulations Title 24, Part 570 the lien with the required 12% interest must be repaid to the Village of Oak Park immediately.
5. The Village will agree to subordinate its mortgage only for refinancing of debt from existing mortgages for rate and/or term improvement. The Village will only agree to subordinate its mortgage if the new mortgage does not include any new debt, with the exception of closing costs and fees. Subordinations must be approved by the Village Board of Trustees.
6. During the term of the affordability period described above, the Owner agrees that 1 unit will be rented to tenants with household income at or below 80% of the Area Median Income for Cook County published by HUD. Owners must provide each Tenant Household a copy of the appropriate EPA/HUD lead paint booklet prior to the Tenant signing a lease. The Tenant must sign an acknowledgement letter indicating that they have received the booklet.
7. The maximum contract rent charged for income restricted units cannot exceed the most current Fair Market Rent limits published by HUD for the Chicago-Naperville-Joliet, IL area depending on the income level of the applicant. This applies to units with tenants in place at the time of rehabilitation and for vacant or newly created units at the time of initial occupancy. Property Owners and their immediate families are not eligible to rent the restricted unit.
8. If rents charged by the Owner prior to the submission of the application were less than maximum allowable rents under the program, the Owner may not increase rents on occupied units, regardless of Tenant Household income, from the pre-rehab rent for a minimum of one year after rehabilitation has been completed.
9. The Owner must submit all Village of Oak Park/HUD required documentation, along with a copy of the lease, to the Housing Programs Division for review at least 5 days prior to entering into a lease agreement with a prospective Tenant Household. This applies only at initial occupancy of units that are newly created or for existing units

that were vacant at the time of rehabilitation.

10. A Property Owner must make reasonable accommodations in rules, policies, practices, or services when accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy residential real property. The Property Owner shall not refuse to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by the person with a disability, if that modification may be necessary to afford that person full enjoyment of the premises. Reasonable modifications may include things such as handrails and modified countertops. The person with the disability may be required to return the premises to its original condition upon vacating the premises.
11. During the affordability period, property owners are required to make a good faith effort to affirmatively market the units in their building with the cooperation and assistance of the Village of Oak Park and its designated Marketing Agent, the Oak Park Regional Housing Center. The Village shall promptly provide its agent with an executed copy of the Agreement. Property Owners are required to list all vacancies with the Village's Marketing Agent. The Village's Marketing Agent will waive all fees to the building owner for their marketing services. The Owner will remain responsible for credit checks, security deposit procedures, and the final determination of renting to all tenants. All tenant applications will be taken and processed in the order in which they are received consistent with Federal, State and Local Fair Housing Laws. Any Fair Housing Complaints will be referred to the Housing Programs Manager and the Director of Community Relations.
12. The Village agrees to save and hold harmless, protect and defend the Owner, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or its agents in approving or carrying out or fulfilling the terms of this Agreement as it relates to the use of the Village's Marketing Agent, except for all willful misconduct of the Owner or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based in whole or in part on the Village's "Incentives Ordinance" or the Owner's status as a party to this Agreement.
13. The indemnity provided in Section 12 above is contingent upon the Owner agreeing that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and any settlement of any claim, suit or legal action as the Village deems expedient, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity on behalf of the Owner, nor to enter any plea in a criminal or quasi-criminal case on behalf of the Owner without its express prior written approval. Nothing in this Agreement shall prevent the Village or the Owner from submitting any legal action for defense and/or indemnification to any insurance carrier.
14. All provisions of this Agreement requiring the Village to save and hold harmless,

defend the Owner, its employees, servants, successors and other agents, and to pay all costs of involvements in legal actions regarding the Owner's participation in this Agreement shall survive any termination of this Agreement and, if the Owner or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party to this Agreement, such provisions shall apply as if this Agreement were still in effect.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

The Village will make a rehabilitation loan to the property owner(s) for the completion of the improvements on the subject property subject to the following terms and conditions:

a) All of the construction and improvements shall be based on contracts with such contractors and in such form as approved by the Village. The Property Owner and selected Contractor will be required to obtain all appropriate work permits from the Department of Building and Property Standards. The Village of Oak Park will waive permit fees for work that falls within the approved Scope of Work up to the approved total project cost. Prior to obtaining any permit, the property owner and/or contractor will obtain a certification from the Housing Programs Division that the work falls within the approved Scope of Work.

b) Upon approval of the contracts and contractors the Village will disburse the funds directly to the contractors, subcontractors and material men upon presentation of Contractor's Sworn Statements and Waivers of Mechanic's and Material men's Liens in such forms as are satisfactory to the Village, upon the Owner's written authorization and upon an inspection of the work satisfactory to the Village. The Owner's funds committed to the project (if any) shall be disbursed prior to disbursement of any Village funds. Any Village funds committed to this project but not disbursed shall revert to the Village.

c) The Village will pay the contractor on a cost reimbursement basis. For the duration of the project, contractors may make multiple payment requests to the Housing Programs Division. The Village will retain 20% of the total amount requested from each interim payment request. The Village of Oak Park will not provide "advance" money or authorize payment for items which are not completed or properly installed with the exception of "rough-in" installations of plumbing, electrical or mechanical systems. Upon completion of the improvements, the Village will inspect the contractor's work. After the property passes its final inspection and the Village receives the contractor's signed waiver of lien, the Village will make the final payment to the contractor.

d) The Owner(s) shall at all times while any sums hereunder remain unpaid maintain hazard insurance on the subject property in an amount which is at least 80% of the property's current market value and shall ensure the Village's interest in the property in the amount of \$15,000. A policy insuring the Village's interest must be maintained in full force and effect throughout the full term of the loan. A copy of said policy must be provided to the Village prior to disbursement of any funds.

e) To secure repayment of the loan, the Village shall record a mortgage conforming substantially to the attached Mortgage and Note with the Recorder of Deeds to reflect the Village's interest in the property.

f) The loan amount shall include a contingency to cover any unforeseen conditions. If the entire approved amount of the rehab loan including the contingency amount is not used, an Amendment to Mortgage and Amended Note shall be prepared and executed to reflect the actual amount expended on rehab.

g) Payment under any contract signed in connection with this loan is contingent upon loan approval by the Village of Oak Park Board of Trustees and/or the Village Manager.

h) Written notices required under this Agreement shall be to the Village Manager at 123 Madison Street, Oak Park, Illinois 60302, in the case of the Village and to Dorothy Walton, 1004 S Maple Avenue, Oak Park, Illinois 60304, in the case of the Owner.

i) All obligations of the Owner hereunder, if signed by more than one individual, will be joint and several.

OWNER
540 S Ridgeland Avenue

BY _____ Date: _____

BY _____ Date: _____

VILLAGE OF OAK PARK

BY _____ Date: _____
Thomas W. Barwin
Village Manager

ATTEST:

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

AUG 29 2011
Thomas W. Barwin
LAW DEPARTMENT

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VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

**Item Title: Resolution Authorizing a Subordination of Lien, BPIP-006,
(1033 S Lombard Avenue)**

Resolution or Ordinance No. _____

Date of Board Action: September 6, 2011

Staff Review:

Department Director Name:

 _____

Tammie Grossman

Village Manager's Office:

 _____

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

On February 7, 2005, pursuant to the Barrie Park Investment Program, the Board of Trustees approved a \$15,000 loan to the owner of 1033 S Lombard Avenue. The loan is supported by a mortgage which was recorded against the property. The mortgage was recorded as a second mortgage on the property with the purchase loan mortgage being first.

Loans made under the Barrie Park program are deferred for repayment until conveyance or transfer of any interest in the property. The guidelines were amended in September 2008 to clarify under what circumstances requests for subordination will be granted. The guidelines provide that in cases where former loan recipients wish to refinance mortgage(s), other than the Village's, and request that the Village maintain its subordinate position, the Village will agree to maintain its junior position if:

- a. The terms of new first mortgage are more advantageous to the homeowner and are reasonable under current market conditions; and
- b. There is adequate equity in the property to support the total proposed encumbrance, at least 15% equity (if necessary, homeowner(s) will submit an appraisal as proof of equity); and
- c. The cost of the refinance is the only allowable equity taken out of the property.

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

The homeowner is seeking to replace their current primary mortgage at 6.625 % interest rate with a new primary mortgage at 4.625 % interest rate. This new loan will provide a fixed rate, 30 year mortgage. The amount of the new loan will be \$71,000. The homeowners are not taking any equity out of the property, except for closing costs.

The issuing lender will not make the loan unless that mortgage is the first mortgage lien against the property. The lender is requesting that the Village subordinate its mortgage to their new first mortgage. The Village's mortgage was created as a second mortgage. By

agreeing to subordinate, the Village is agreeing to remain in junior position as a second mortgage.

In this case, the property is appraised at \$315,000. The first mortgage of \$71,000, and the Village's \$15,000 mortgage equal total debt of \$86,000, leaving 72.70% equity. Therefore, the Village's interest is protected.

The request complies with the Village guidelines requirements. Staff is recommending the subordination.

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 a normal function of loan portfolio management. No other governmental entities are involved.

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

The subordination is not a direct cost to the General Fund. Staff time in document preparation, which is a regular part of loan portfolio management, is the only cost.

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

The alternative would be to deny the subordination request which would result in the homeowner being unable to obtain a new first mortgage, or would require them to repay the Village loan, which would decrease the equity in their home and increase their monthly mortgage payments.

Proposed Recommended Action: Approve the Motion

**RESOLUTION
AUTHORIZING SUBORDINATION
OF LIEN ON PROPERTY LOCATED AT
1033 South Lombard Avenue**

Whereas, the Village of Oak Park's Barrie Park Investment Program authorized the Village to make grants and loans to owners of property in the Barrie Park neighborhood for purposes of rehabilitating their properties and improving the Village's housing stock; and

Whereas, Barrie Park loans are interest-free, deferred-payment loans payable in full upon the earlier of the conveyance or transfer of any interest in the subject property by the mortgagor; or the conveyance or transfer of any interest in the subject property by the estate of the mortgagor and are supported by a Note and a Mortgage which is recorded against the property; and

Whereas, the Village awarded a Fifteen Thousand (\$15,000) loan to Annelie Palmer as the owner of 1033 South Lombard Avenue pursuant to the Barrie Park Investment Program; and

Whereas, Annelie Palmer entered into a Note for \$15,000 dated February 7, 2005; and

Whereas, the Village recorded the mortgage with the Cook County Recorder of Deeds; and

Whereas, at the time the mortgage was recorded, it was a second mortgage against the property; and

Whereas, Annelie Palmer has applied and been conditionally approved for a new primary mortgage with Cole Taylor Bank; and

Whereas Cole Taylor Bank is conditioning the approval on being the first mortgage against the property; and

Whereas, the Village specifically finds that for its mortgage to remain second is consistent with the goals of the Barrie Park Investment Program.

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 above stated recitals shall be incorporated herein as findings of fact.

SECTION 2:

The Village Manager is authorized and directed to execute a Subordination of Lien for the purposes set forth in the Findings. Said Subordination shall conform substantially to the Subordination attached hereto as Exhibit A.

SECTION 3:

The Village Manager is authorized and directed to endorse the Village's Note for the subject property with the following recital: "This Note in the amount of \$15,000 is secured by a Mortgage which is junior and subordinate to the lien of that certain Mortgage document dated _____ from Cole Taylor Bank.

SECTION 4:

This Resolution shall be in full force and effect from and after its passage and adoption as provided by law.

ADOPTED this 6th day of September, 2011 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 6th day of September, 2011.

David G. Pope
Village President

Attest:

Teresa Powell
Village Clerk

PIN: 16-17-311-026-0000

Subordination of Lien

WHEREAS, Annelie Palmer by Mortgage dated 7th day of February, 2005, and recorded in Office of the Cook County, Illinois Recorder of Deeds on February 23, 2005 as document number 0505448030, conveyed to the Village of Oak Park, to secure an Installment Note for FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) with interest payable as therein provided, certain premises in Cook County, Illinois, described as follows:

Lot 17 in Block 1 in Greendale Subdivision of the North 40 Acres of the South 60 Acres of the West 1/2 of the Southwest 1/4 (Except the North 1/2 of the Northwest 1/4 of the Southwest 1/4 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: 16-17-311-026-0000

Common Address: 1033 South Lombard Avenue Oak Park, Illinois 60304

And WHEREAS, Annelie Palmer by Mortgage, dated _____, and recorded in the Office of the Cook County Recorder of Deeds as Document _____, did convey to Cole Taylor Bank the same above described premises to secure an Installment Note for \$71,000.00 with interest, payable as therein provided; and

WHEREAS, the Installment Note secured by the Mortgage first described 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 Cole Taylor Bank 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 hereby covenants and agrees with Cole Taylor Bank that the Village of Oak Park's Mortgage lien and the Installment Note which it secures, as above described, shall be and remain at all times a second lien upon the above described premises subject to the above described Mortgage lien of Cole Taylor Bank for all advances made or to be made on the note secured by the Cole Taylor Bank 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 6th day of September, 2011.

ATTEST: _____
Teresa Powell, Village Clerk
VILLAGE OF OAK PARK
BY: _____
TITLE: Village President

I, the undersigned, a Notary Public in Cook County, Illinois, do hereby certify that David Pope, Village President for the Village of Oak Park, personally known to me to be the same person whose name appears above, appeared before me this day in person and acknowledged that he signed, sealed and delivered this document as a free and voluntary act for the uses and purposes set forth herein on behalf of the Village of Oak Park, being first duly authorized thereon to.

Given my hand and Notarial Seal _____
(Date)

(Notary Public)

Deliver to: Recorder's Office Box No. 321

REVIEWED AND APPROVED
AS TO FORM

AUG 29 2011
David Pope
VILLAGE PRESIDENT

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VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY


**Item Title: Resolution Authorizing a Subordination of Lien, BPIP-038,
(1114 S Harvey Avenue)**

Resolution or Ordinance No. _____

Date of Board Action: September 6, 2011

Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

On February 7, 2005, pursuant to the Barrie Park Investment Program, the Board of Trustees approved a \$15,000 loan to the owners of 1114 S Harvey Avenue. The loan is supported by a mortgage which was recorded against the property. The mortgage was recorded as a third mortgage on the property with the purchase loan mortgage being first and an existing second mortgage.

Loans made under the Barrie Park program are deferred for repayment until conveyance or transfer of any interest in the property. The guidelines were amended in September 2008 to clarify under what circumstances requests for subordination will be granted. The guidelines provide that in cases where former loan recipients wish to refinance mortgage(s), other than the Village's, and request that the Village maintain its subordinate position, the Village will agree to maintain its junior position if:

- a. The terms of new first mortgage are more advantageous to the homeowner and are reasonable under current market conditions; and
- b. There is adequate equity in the property to support the total proposed encumbrance, at least 15% equity (if necessary, homeowner(s) will submit an appraisal as proof of equity); and
- c. The cost of the refinance is the only allowable equity taken out of the property.

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

The homeowners are seeking to consolidate their current primary mortgage at 5.125% interest rate and their current second mortgage at 4.00% into a new primary mortgage at 3.875% interest rate. This new loan will provide a fixed rate, 15 year mortgage. The amount of the new loan will be \$120,000. The homeowners are not taking any equity out of the property, except for closing costs.

The issuing lender will not make the loan unless that mortgage is the first mortgage lien

against the property. The lender is requesting that the Village subordinate its mortgage to their new first mortgage. The Village's mortgage was created as a third mortgage. By agreeing to subordinate, the Village is agreeing to remain in junior position as a second mortgage.

In this case, the property is appraised at \$250,000. The new first mortgage of \$120,000.00, and the Village's \$15,000 mortgage equal total debt of \$135,000.00, leaving 46.00 % equity. Therefore, the Village's interest is protected.

The request complies with the Village guidelines requirements. Staff is recommending the subordination.

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 a normal function of loan portfolio management. No other governmental entities are involved.

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

The subordination is not a direct cost to the General Fund. Staff time in document preparation, which is a regular part of loan portfolio management, is the only cost.

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

The alternative would be to deny the subordination request which would result in the homeowner being unable to obtain a new first mortgage, or would require them to repay the Village loan, which would decrease the equity in their home and increase their monthly mortgage payments.

Proposed Recommended Action: Approve the Motion

**RESOLUTION
AUTHORIZING SUBORDINATION
OF LIEN ON PROPERTY LOCATED AT
1114 S Harvey Avenue**

Whereas, the Village of Oak Park's Barrie Park Investment Program authorized the Village to make grants and loans to owners of property in the Barrie Park neighborhood for purposes of rehabilitating their properties and improving the Village's housing stock; and

Whereas, Barrie Park loans are interest-free, deferred-payment loans payable in full upon the earlier of the conveyance or transfer of any interest in the subject property by the mortgagor; or the conveyance or transfer of any interest in the subject property by the estate of the mortgagor and are supported by a Note and a Mortgage which is recorded against the property; and

Whereas, the Village awarded a Fifteen Thousand (\$15,000) loan to Julia A. Reyes and Abel Reyes as the owners of 1114 S Harvey Avenue pursuant to the Barrie Park Investment Program; and

Whereas, Julia A. Reyes and Abel Reyes entered into a Note for \$15,000 dated February 7, 2005; and

Whereas, the Village recorded the mortgage with the Cook County Recorder of Deeds; and

Whereas, at the time the mortgage was recorded, it was a third mortgage against the property; and

Whereas, Julia A. Reyes and Abel Reyes have applied and been conditionally approved for a new primary mortgage with Community Bank of Oak Park River Forest which will consolidate their current first and second mortgages; and

Whereas Community Bank of Oak Park River Forest is conditioning the approval on being the first mortgage against the property; and

Whereas, the Village specifically finds that for its mortgage to remain second is consistent with the goals of the Barrie Park Investment Program.

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 above stated recitals shall be incorporated herein as findings of fact.

SECTION 2:

The Village Manager is authorized and directed to execute a Subordination of Lien for the purposes set forth in the Findings. Said Subordination shall conform substantially to the Subordination attached hereto as Exhibit A.

SECTION 3:

The Village Manager is authorized and directed to endorse the Village's Note for the subject property with the following recital: "This Note in the amount of \$15,000 is secured by a Mortgage which is junior and subordinate to the lien of that certain Mortgage document dated _____ from Community Bank of Oak Park River Forest.

SECTION 4:

This Resolution shall be in full force and effect from and after its passage and adoption as provided by law.

ADOPTED this 6th day of September, 2011 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 6th day of September, 2011.

David G. Pope
Village President

Attest:

Teresa Powell
Village Clerk

PIN: 16-17-319-006-0000

Subordination of Lien

WHEREAS, Julia A. Reyes and Abel Reyes), by Mortgage dated February 7, 2005, and recorded in Office of the Cook County, Illinois Recorder of Deeds on March 2, 2005 as document number 0506148030, conveyed to the Village of Oak Park, to secure an Installment Note for FIFTEEN THOUSAND AND NO/100 Dollars (\$15,000.00) with interest payable as therein provided, certain premises in Cook County, Illinois, described as follows:

Lot 4 in Walker's Subdivision of Lots 28 and 45 both Inclusive in Block 8 in Greendale, a Subdivision of the North 40 Acres of the South 60 Acres of the West 1/2 of the Southwest 1/4 (Except the North 1/2 of the Northwest 1/4 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: 16-17-319-006-0000

Common Address: 1114 South Harvey Avenue Oak Park, Illinois 60304

And WHEREAS, Julia A. Reyes and Abel Reyes by Mortgage, dated _____, and recorded in the Office of the Cook County Recorder of Deeds as Document _____, did convey to Community Bank of Oak Park River Forest the same above described premises to secure an Installment Note for \$120,000.00 with interest, payable as therein provided; and

WHEREAS, the Installment Note secured by the Mortgage first described 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 Community Bank of Oak Park River Forest 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 hereby covenants and agrees with Community Bank of Oak Park River Forest that the Village of Oak Park's Mortgage lien and the Installment Note which it secures, as above described, shall be and remain at all times a second lien upon the above described premises subject to the above described Mortgage lien of Community Bank of Oak Park River Forest for all advances made or to be made on the note secured by the Community Bank of Oak Park River Forest 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 6th day of September, 2011.

ATTEST:

 Teresa Powell, Village Clerk
 VILLAGE OF OAK PARK
 BY: _____
 TITLE: Village President

I, the undersigned, a Notary Public in Cook County, Illinois, do hereby certify that David Pope, Village President for the Village of Oak Park, personally known to me to be the same person whose name appears above, appeared before me this day in person and acknowledged that he signed, sealed and delivered this document as a free and voluntary act for the uses and purposes set forth herein, on behalf of the Village of Oak Park, being first duly authorized thereon to.

Given my hand and Notarial Seal _____ (Date)

(Notary Public)

Deliver to: Recorder's Office Box No. 321

REVIEWED AND APPROVED AS TO FORM

AUG 29 2011
Sam M. Jones
LAW DEPARTMENT

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

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Item Title: **RESOLUTION DESIGNATING CHARTERONE AS THE VILLAGE'S
AUTHORIZED DEPOSITORY**

Resolution or Ordinance No. _____

Date of Board Action: **September 6, 2011**

Staff Review:

Department Director Name: **Craig M. Lesner, Finance** _____

Village Manager's Office: _____


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

In October of 2009, US Bank purchased the assets of Park National Bank through a sale coordinated by the Federal Depository Insurance Corporation. At the time, Park National Bank was the authorized depository of the Village.

Once the transition was complete, the Village authorized US Bank as an allowed depository in October of 2010.

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

Staff issued a Request For Proposals (RFP) for Banking Services. Six vendors (US Bank, JPMorgan Chase, PNC, Harris, Community Bank of Oak Park-River Forest and CharterOne) responded and were evaluated based on type and quality of services, prices of services and commitment to the local community. The evaluation team consisted of the Chief Financial Officer, the Deputy Chief Financial Officer, accounting and accounts payable staff, Information Technology and Parking Services.

Based on service levels and pricing, the team unanimously recommended CharterOne to the Village Manager to serve as the main depository of the Village. The Manager has concurred with staff's recommendation.

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

The Village already cooperates within investment pools such as the State of Illinois Treasurer's accounts and IMET when it makes economic sense to do so. Currently, investment rates of these funds are significantly less than the value anticipated to be extracted from our business relationship with CharterOne.

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

Most banking institutions offer an earnings credit rate (ECR) that may be used to offset the expenses of services. CharterOne's ECR is such that as long as the Village maintains an average balance of \$4 million in its main account, the amount of fees to the Village will be zero.

Based on current cash flow analyses, it is projected the Village will be able to maintain the needed deposit amount.

The FY 2011 Budget has \$65,000 in account 1001-41300-101-530675 for banking services. Staff anticipates reducing this budget by 50-percent in FY 2012 to serve as a buffer should the cash position change and fees are required to be paid. Assuming cash is generated in accordance with expectations, the budget would be reduced by 100-percent in FY 2013.

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

There are two main options:

1. Approve CharterOne as the new depository institution
 - a. PRO – reduced cost, better service
 - b. CON - implementation time
2. Disapprove CharterOne
 - a. Stay with US Bank
 - i. PRO – already in place, no implementation
 - ii. CON – high fees, issues with service
 - b. Choose someone besides CharterOne or US Bank
 - i. PRO – unknown
 - ii. CON – vendors were evaluated and scored, CharterOne was already selected as the best available option

Proposed Recommended Action: Approve the Motion

RESOLUTION DESIGNATING CHARTERONE AS THE VILLAGE'S AUTHORIZED DEPOSITORY

WHEREAS, the Village utilizes banking institutions as a depository for Village monies and processes financial transactions;

WHEREAS, the Village staff recommends CharterOne for banking services pursuant to a request for proposals,

WHEREAS, that the Village intends to certify CharterOne as its authorized depository and banking service provider;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS as follows:

1. That CharterOne is designated as the Village of Oak Park's main depository financial institution; and
2. That the Village Manager is authorized and directed to execute: a) the Agreement for Cash Management Services and Service Order attached hereto as Exhibit A; b) the Certificate of Authority for Cash Management Services, attached hereto as Exhibit B; and c) the Depository Services Resolution for Governmental Entities; and
3. That two signers shall be required on all accounts and that the Village Manager, Deputy Village Manager and Chief Financial Officer are designated as Authorized Signers on the Master Business Signature Card and Master Certification of Authority Schedule to act on behalf of the Village in its relationship with CharterOne.

ADOPTED this 6th day of September, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this _____ day of _____, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

REVIEWED AND APPROVED
AS TO FORM

AUG 29 2011
LAW DEPARTMENT

Item Title: Resolution Authorizing Execution of an Amended Intergovernmental Agreement for O'Hare Noise Compatibility Commission Membership

Resolution or Ordinance No. _____

Date of Board Action: **September 06, 2011**

Staff Review: _____ **Rob Cole** _____

Department Director Name: _____ _____

Village Manager's Office: _____ _____

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

Since 1997, the Village of Oak Park has been a member of the O'Hare Noise Compatibility Commission that was established by the City of Chicago in 1996 to oversee O'Hare Airport noise monitoring and abatement programs. The Commission is chaired by the Mayor of Arlington Heights, Arlene Mulder. Nearby communities that participate include Melrose Park, River Forest, and Elmwood Park.

On January 13, 2011 the City of Chicago passed an amended version of the agreement adding five Chicago Ward representatives, as the areas they represent are being impacted by new runway construction. The agreement expires December 15, 2015.

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

The Village of Oak Park is not in the official noise impact area of the O'Hare Airport. This zone, known as a "noise contour", designates the areas eligible for abatement programs. The Commission oversees the City of Chicago funded residential and school abatement program. However, one of the tasks of the Commission that does relate to Oak Park is to conduct noise monitoring and process complaint data. As a result of the Village's participation in this Commission since joining, portable noise monitors have been placed periodically in the Village, most recently in 2005. While not taking a position on O'Hare expansion, the commission has participated in the comments to the FAA as it proposed project impacts noise. Monthly reports are generated by the Commission on noise levels and citizen complaints. There are no fees or other financial costs to Oak Park associated with the Agreement.

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 intergovernmental agreement intended to enable inter-jurisdictional coordination and collaboration to address and resolve community concerns associated with noise from O'Hare International Airport.

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

None.

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

The only alternative is to reject continuing no-cost membership. The benefit of discontinuing membership would be in staff time avoidance associated with bi-monthly meetings, while drawbacks would include diminished effectiveness in monitoring and addressing air traffic noise concerns, as well as reduced sense of intergovernmental cooperation in working to address a regional concern.

Proposed Recommended Action: Approve the resolution.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED INTERGOVERNMENTAL AGREEMENT RELATING TO THE O'HARE NOISE COMPATIBILITY COMMISSION

WHEREAS, the City of Chicago is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution (the "Illinois Constitution"), and, as such, may exercise any power and perform any function related to its government and affairs; and

WHEREAS, the City of Chicago owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"); and

WHEREAS, pursuant to authority granted by an ordinance adopted by this City Council on October 30, 1996, and Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220), the City entered into an Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission (the "Intergovernmental Agreement") by and among the City and various municipalities and public school districts (as defined in the Intergovernmental Agreement, "Participants"); and

WHEREAS, the O'Hare Noise Compatibility Commission ("ONCC") was established pursuant to the Intergovernmental Agreement and provides a common forum for interested parties to have a voice in noise issues related to the Airport; and

WHEREAS, by its terms, the Intergovernmental Agreement became effective in November of 1996 and the term was extended from December 31, 2005 to December 31, 2010, and again the term was extended to December 31, 2015; and

WHEREAS, ONCC has indicated a desire to approve the amended Intergovernmental Agreement; and

WHEREAS, the Village of Oak Park is currently a member of the O'Hare Noise Compatibility Commission; and

WHEREAS, on January 13, 2011 the Chicago City Council considered a revised Intergovernmental Agreement adding terms to allow for representatives of five wards to serve on the ONCC; and

WHEREAS, the City of Chicago approved the revised Intergovernmental Agreement which is attached to this Resolution as "EXHIBIT A"

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Oak Park;

SECTION 1. That the recitals set forth herein above are incorporated herein by reference as the factual basis for this transaction.

SECTION 2. That the Village President is hereby authorized to execute, and the Village Clerk attest the approval of the attached Intergovernmental Agreement relating to the O'Hare Noise Compatibility Commission.

SECTION 3. That this Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 6th day of September, 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 6th day of September, 2011.

David G. Pope
Village President

Attest:

Teresa Powell
Village Clerk

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, MIGUEL DEL VALLE, City Clerk of the City of Chicago in the County of Cook and State of Illinois, DO HEREBY CERTIFY that the annexed and foregoing is a true and correct copy of that certain ordinance now on file in my office authorizing amended Intergovernmental Agreement relating to O'Hare Noise Compatibility Commission.

I DO FURTHER CERTIFY that the said ordinance was passed by the City Council of the said City of Chicago on the thirteenth (13th) day of January, 2011.

I DO FURTHER CERTIFY that the vote on the question of the passage of the said ordinance by the said City Council was taken by yeas and nays and recorded in the Journal of the Proceedings of the said City Council, and that the result of said vote so taken was as follows, to wit:

Yeas 48 Nays 0

I DO FURTHER CERTIFY that the said ordinance was delivered to the Mayor of the said City of Chicago after the passage thereof by the said City Council, without delay, by the City Clerk of the said City of Chicago, and that the said Mayor failed to return the said ordinance to the said City Council with his written objections thereto at the next regular meeting of the said City Council occurring not less than five (5) days after the passage of the said ordinance.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chicago aforesaid, at the said City, in the County and State aforesaid, this twenty-seventh (27th) day of April, 2011.

[D.P.]



MIGUEL DEL VALLE, City Clerk

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution (the "Illinois Constitution") and, as such, may exercise any power and perform any function related to its government and affairs; and

WHEREAS, The City owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"); and

WHEREAS, Pursuant to authority granted by (a) an ordinance adopted by this City Council on July 10, 1996 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date at pages 24919 -- 24932, as amended by an ordinance adopted on October 30, 1996 and published in the *Journal* of such date at pages 31190 -- 31198, as further amended by an ordinance adopted on June 8, 2005 and published in the *Journal* of such date at pages 49854 -- 49856 and as further amended by an ordinance adopted on September 8, 2010 and published in the *Journal* of such date at pages 99104 -- 99116; (b) Section 10 of Article VII of the Illinois Constitution and (c) the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the City entered into an intergovernmental agreement relating to the O'Hare Noise Compatibility Commission (the "Intergovernmental Agreement") by and among the City and various municipalities and public school districts; and

WHEREAS, The O'Hare Noise Compatibility Commission (the "Commission") was established pursuant to the Intergovernmental Agreement and provides a common forum for interested parties to have a voice in the noise issues related to the Airport; and

WHEREAS, The City desires to amend the Intergovernmental Agreement to add five additional participants appointed by the Mayor of the City of Chicago to represent Wards 36, 38, 39, 41 and 45 of the City of Chicago ("Chicago Ward Participants"); now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of this City Council and are hereby incorporated in this ordinance by this reference.

SECTION 2. The Commissioner of the Chicago Department of Aviation of the City (the "Commissioner") is hereby authorized to execute an amended Intergovernmental Agreement substantially in the form attached hereto as Exhibit A (the "Amended Intergovernmental Agreement"), and to execute any and all instruments and take such additional actions which the Commissioner determines to be necessary or desirable to implement the terms of the Amended Intergovernmental Agreement. The Amended Intergovernmental Agreement is hereby approved and confirmed.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or any part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

*Intergovernmental Agreement Relating To The
O'Hare Noise Compatibility Commission.*

This agreement is entered into by the City of Chicago, a municipality and home rule unit of government under the Illinois Constitution of 1970, by and through the Chicago Department of Aviation, and the undersigned Participants, organized under the laws of the State of Illinois. In consideration of the mutual agreements contained in this Agreement, the City of Chicago and each Participant agree as follows:

Section 1.

Establishment Of O'Hare Commission; Purposes.

The O'Hare Noise Compatibility Commission is hereby established pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act. The purposes of the Commission are to: (a) determine certain Noise Compatibility Projects and Noise Compatibility Programs to be implemented in the O'Hare Commission Area, (b) oversee an effective and impartial noise monitoring system, and (c) advise the City concerning O'Hare-related noise issues.

Section 2.

Composition And Organization.

A. The O'Hare Commission shall consist of the (i) mayor, village president or chief executive officer or other designee of each of the cities and villages in the O'Hare Commission Area, (ii) the president, superintendent or other designee of each public school district serving any portion of the O'Hare Commission Area; (iii) one member appointed by the President of the Cook County Board representing the unincorporated areas of Leyden, Maine, Niles and Norwood Park Townships in Cook County, (iv) one member appointed by the Chairman of the DuPage County Board representing the unincorporated areas of Addison Township in DuPage County, and (v) five members appointed by the Mayor of the City of Chicago to represent Wards 36, 38, 39, 41 and 45 of the City of Chicago ("Chicago Ward Participants"), provided that no such person shall be eligible to participate as a member of the O'Hare Commission unless the city, village, public school district, or county represented by such person has approved and executed a counterpart of this Agreement by

December 31, 2010 or pursuant to Section 5.G, except that the five Chicago Ward Participants shall be eligible to participate as individual member Participants of the O'Hare Commission upon approval and execution of this Agreement by the City.

B. The O'Hare Commission Area (as defined in Appendix B) includes communities and public school districts with an interest in O'Hare-related noise issues, and a principal purpose of this Agreement is to provide a forum for those communities and public school districts to work together with the City on a cooperative basis in addressing these issues.

C. Representatives of the Archdiocese of Chicago, the Diocese of Joliet and other non-governmental elementary and secondary schools located in the O'Hare Commission Area may serve as special "Advisory Members" of the O'Hare Commission. Advisory Members may participate fully in the deliberations of the O'Hare Commission, but shall have no voting powers and shall not be parties to this Agreement.

D. The O'Hare Commission shall elect annually from its members a Chair and a Vice Chair and any other officers that it deems necessary. The O'Hare Commission also shall appoint, retain and employ an executive director and such other staff, professional advisors and consultants as may be needed to carry out its powers and duties. The appointment of any staff and the selection of professional advisors and consultants must be approved by two-thirds of the members of the O'Hare Commission.

E. Except as expressly set forth in this Agreement, the concurrence of a majority of the members of the O'Hare Commission shall be necessary for the approval of any action by the O'Hare Commission. A majority of the members of the O'Hare Commission shall constitute a quorum for the transaction of business. The O'Hare Commission may establish a schedule of regular meetings, and a special meeting may be called by the City or any two members of the O'Hare Commission upon at least seven days' written notice to the City, each Participant and each Advisory Member.

Section 3.

O'Hare Commission Powers And Duties.

A. The O'Hare Commission shall have the following duties and powers:

(1) A majority of the members of the O'Hare Commission shall determine certain Noise Compatibility Programs and Noise Compatibility Projects to be implemented in the O'Hare Commission Area in cooperation with the City as set forth in Appendix A, and shall establish criteria for participation in such Noise Compatibility Programs and for determining the priorities for providing such Noise Compatibility Projects.

(2) The O'Hare Commission may make recommendations to the City regarding noise reduction programs at O'Hare including, but not limited to, the use of new technologies and flight patterns, preferential runway usage, the implementation of sound insulation programs and the implementation of FAA standard noise abatement, take-off and high altitude approach procedures. No such recommendations shall be submitted to the FAA or implemented by the City without the prior approval of the O'Hare Commission. The O'Hare Commission also shall cooperate with the City in seeking agreements with the airlines using O'Hare and the FAA, as appropriate, with respect to aircraft noise mitigation and related matters.

(3) The O'Hare Commission may advise the City concerning any Part 150 Plan concerning O'Hare. The City shall not submit any O'Hare Part 150 Plan to the FAA without allowing the O'Hare Commission 60 days to review it and submit written recommendations to the City for consideration.

(4) Upon the reasonable request of the O'Hare Commission, it shall receive from the City full access to all publicly available documents relating to (i) any O'Hare noise monitoring, (ii) any O'Hare-related noise compatibility project proposed or undertaken in whole or in part by the City, and (iii) any recommendations or submissions to the FAA related to airport noise mitigation related to O'Hare.

(5) Neither the O'Hare Commission, nor any of its Participants, representatives, agents, employees, consultants or professional advisors shall use, or assist other persons in using flight track data for O'Hare and/or Midway Airports ("Data") provided by the FAA's Chicago Terminal Approach Control ("TRACON") facility in legal actions to enforce noise abatement policy or regulations without prior approval of the FAA, and shall not release such Data without notice to and consultation with the FAA. The O'Hare Commission and its Participants, representatives, agents, employees, consultants and professional advisors shall not release the Data for use by law enforcement agencies or for use in any civil litigation except as otherwise required by law. If the O'Hare Commission or any of its Participants, representatives, agents, employees, consultants or professional advisors are required by law to release such Data, they shall notify the FAA before doing so. This notification must be provided promptly after the O'Hare Commission, or any of its Participants, representatives, agents, employees, consultants or professional advisors receives a request or requirement to release the Data, and prior to the release of the Data. The O'Hare Commission and its Participants, representatives, agents, employees, consultants or professional advisors shall not release Data if advised by the FAA that the Data contains any information deemed sensitive at the sole discretion of the FAA, unless required by law to release such Data.

(6) The O'Hare Commission shall adopt annually a current expense budget for each fiscal year. The O'Hare Commission's current expense budget shall be adopted at least 60 days prior to the commencement of each such fiscal year following its first full fiscal year. The O'Hare Commission's current expense budget of \$256,000 shall be paid by the City. Thereafter, the O'Hare Commission's expense budget shall be evaluated annually.

(7) The O'Hare Commission shall have the power to sue and be sued and to take any other action necessary to perform its powers under this Agreement. No funds received by the O'Hare Commission from the City shall be used for legal services or other costs in connection with any action by the O'Hare Commission against the City, its officers or employees or any airline using O'Hare, except for enforcement of the provisions of this Agreement.

(8) The O'Hare Commission shall undertake any procurement activities in accordance with this Agreement and pursuant to applicable law.

(9) The O'Hare Commission shall adopt bylaws and rules for the conduct of its meetings consistent with powers enumerated herein.

B. A record of proceedings and documents of the O'Hare Commission shall be maintained, which shall be available for inspection by the City, each Participant, each Advisory Member and the public as permitted by law. The accounts of the O'Hare Commission shall be subject to an annual audit by a qualified independent public accountant.

C. The powers and duties of the O'Hare Commission shall be limited to those expressly set forth in this section.

Section 4.

Term Of Agreement.

A. This Agreement shall be effective January 1, 2011, and shall terminate on December 31, 2015 unless otherwise terminated with the written consent of the City and two-thirds of the Participants. The term of this Agreement may be extended upon the approval of the City and any Participant which wishes to extend the term of the Agreement. If any Participant defaults in any material respect in the performance of any of its duties or obligations under this Agreement, and such default continues for 30 days after the O'Hare Commission notifies the Participant, the O'Hare Commission may terminate the defaulting Participant's participation as a party to this Agreement. A material default by a Participant shall include, but is not limited to, the failure of its authorized representative or alternate to attend three or more consecutive meetings of the O'Hare Commission.

B. Any Participant may withdraw as a member of the O'Hare Commission at any time by providing 60 days advance written notice of its intent to withdraw to the City and the O'Hare Commission. Each such written notice shall be accompanied by a certified copy of a resolution or other official action of such Participant's legislative body authorizing such withdrawal. Following its withdrawal from the O'Hare Commission, the Participant shall cease to exercise any of its rights under this Agreement and to be responsible for any subsequent obligation incurred by the O'Hare Commission.

C. The City may terminate this Agreement at any time after January 1, 2011, upon 180 days prior written notice to each Participant and each Advisory Member. Following the City's termination of this Agreement, the rights and obligations of each party to this Agreement shall terminate.

Section 5.

Miscellaneous.

A. All notices hereunder shall be in writing and shall be given as follows:

If To The City, to:

Commissioner
Chicago Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
Tel.: (773) 686-2200
Fax: (773) 686-3424

If to a Participant, to the address set forth on the signature page of the counterpart of this Agreement executed by such Participant, and, in the case of Chicago Ward Participants, to such telephone and facsimile numbers as they may provide to the O'Hare Commission, and if to an Advisory Member, to the address provided to the O'Hare Commission by such Advisory Member.

All notices shall be effective upon receipt. Notices given by fax shall be confirmed by mailing a copy thereof, first class postage prepaid. Any Participant may change the address or addresses for notices to be sent to it by giving notice to the O'Hare Commission.

B. No Participant may assign its rights or obligations under this Agreement without the prior written consent of the City and the other Participants.

C. The City shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by a Participant or other Governmental Unit. A Participant shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by the City, another Participant or another Governmental Unit. The City's financial obligations under this Agreement are limited to legally available airport revenues. Neither the City nor any Participant shall be liable for any expenditures, indebtedness or other financial obligations incurred by the Commission unless the City or such Participant has affirmatively agreed to incur such expenditure, indebtedness or financial obligation. No Advisory Member shall be subject to any liabilities or obligations under this Agreement.

D. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. This Agreement shall not confer upon any person or entity other than the parties hereto any rights or remedies. Appendices A and B are incorporated herein and made a part of this Agreement.

E. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each party. Each counterpart may vary in order to identify the Participant, its address for notices and its execution by an authorized officer. The execution of counterparts of this Agreement by a municipality, public school district or county located in the O'Hare Commission Area prior to January 1, 2011 shall not require the consent of the O'Hare Commission, the City or any participant.

F. This Agreement shall be governed and construed in accordance with Illinois law.

G. Any municipality, public school district or county located in the O'Hare Commission Area that does not become a Participant prior to January 1, 2011 may thereafter become a Participant upon (i) the approval of the City and a majority of the O'Hare Commission as set forth in Section 2.E and (ii) execution of a counterpart of this Agreement.

H. The approval of two-thirds of the Participants, and the approval of the City, shall be required to amend this Agreement. Notice of any proposed amendment shall be mailed to each Participant and each Advisory Member at least 10 days prior to the meeting of the O'Hare Commission at which any proposed amendment is to be first considered. Any amendment shall be effective on all parties hereto when counterparts are executed by the City and two-thirds of the Participants.

Executed as of this ____ day of _____, 2010.

City of Chicago

By: _____
Commissioner,
Chicago Department of Aviation

(Name of Governmental
Unit or Other Entity)

By: _____
Authorized Officer

Address: _____

Appendices "A" and "B" referred to in this Intergovernmental Agreement relating to O'Hare Noise Compatibility Commission read as follows:

Appendix "A".
 (To Intergovernmental Agreement Relating To
 O'Hare Noise Compatibility Commission)

Implementation Of Noise Compatibility Projects.

In connection with the development and implementation of noise compatibility projects in the O'Hare Commission Area, the City and the O'Hare Commission shall have the following duties and responsibilities:

A. The members of the O'Hare Commission shall direct the further development of the noise compatibility programs for the O'Hare Commission Area. The members of the O'Hare Commission shall establish criteria for the equitable allocation of Noise Compatibility Projects and related airport revenues (Airport Improvement Program grants, Passenger Facility Charges ("PFC"), and General Airport Revenue Bonds, and/or bonds backed by such funding sources) within the O'Hare Commission Area and the priorities for providing Noise Compatibility Projects, subject in each case to approval by the FAA and in compliance with all applicable FAA regulations and grant assurances, as well as other applicable law, and subject to available funding.

B. The City shall retain all necessary powers to satisfy the assurances made to the FAA in connection with the expenditure of airport revenues, including eligibility for sound insulation and/or sound insulation funding that is paid by airport revenues. The City shall enter into all agreements and assurances and shall take all other actions that may be necessary to provide for the utilization of airport revenues on the basis set forth in this Appendix A. Each Participant and other Governmental Unit that receives Noise Compatibility Projects shall enter into all agreements and assurances, including agreements

with and assurances to the City, shall execute any necessary certificates, records and other documents and shall take all other actions that may be necessary to obtain and maintain FAA approval for the use of the airport revenues as contemplated in this Appendix A. Neither the O'Hare Commission nor any Participant shall take or omit to take any action if such action or omission violates restrictions on the use of airport revenues. The City shall not be obligated in any year to pay or utilize any amounts in excess of available airport revenues to carry out the purposes of this Appendix A.

C. The determination of eligibility to participate in a Noise Compatibility Program or receive a Noise Compatibility Project is not to be construed as an admission or determination of negative impact by aircraft noise or of liability for damages or any other injury relating to aircraft noise on the part of the City or the O'Hare Commission.

D. In the event they are determined to be eligible for participation in a Noise Compatibility Program, property owners in the O'Hare Commission Area shall not be required to pay any portion of the cost of any Noise Compatibility Project. Upon approval by the City of Chicago and with the consent of the property owner, at its option, the City may acquire homes that are subject to very high levels of aircraft noise.

E. Noise Compatibility Projects outside the City of Chicago may be implemented through Participants and other Governmental Units located in the O'Hare Commission Area. A Governmental Unit may request that the City undertake a Noise Compatibility Project within such Governmental Unit's corporate boundaries. Noise Compatibility Projects within the boundaries of the City shall be implemented by the City. The City may enter into agreements in connection with the planning and implementation of proposed Noise Compatibility Projects in the O'Hare Commission Area. The City shall provide administrative support and professional and technical assistance to the O'Hare Commission, each Participant and all other Governmental Units located in the O'Hare Commission Area in connection with the operations of the O'Hare Commission and the planning and implementation of Noise Compatibility Projects. All procurement activities related to Noise Compatibility Projects shall be undertaken in accordance with applicable law.

F. The O'Hare Commission may receive grants from any source to be used for the purpose of discharging its duties and obligations in accordance with the provisions of this Appendix A, and also may make grants for such purposes. The O'Hare Commission may expend any such grants for purposes consistent with this Appendix A. The City and the O'Hare Commission shall each use its best efforts (including serving as the sponsor or applicant for federal grants) to obtain the maximum amount of federal funds in connection with any noise mitigation projects, so as to maximize the availability and impact of the City's financial contribution to noise mitigation projects in the O'Hare Commission Area.

G. The City shall install and maintain a permanent noise monitoring system (the "System") at and around O'Hare Airport. The purposes of the System include validation of the FAA-approved noise contour for O'Hare, assisting in determining the eligibility and priority of proposed Noise Compatibility Projects for schools, enhancing public understanding of noise issues, and monitoring trends in aircraft noise.

(1) The City may retain a third party vendor ("System Operator) selected by the City with the input of the O'Hare Commission to operate and maintain the System pursuant to an agreement between the City and the System Operator.

(2) At the request of the O'Hare Commission, the City may also retain and pay the cost of another third party vendor ("System Expert") to provide independent management oversight of the System. The System Expert shall be mutually selected by the City and the O'Hare Commission. The System Expert will be responsible for independently verifying data and system operation through the review of all inputs and operational aspects of the System. All reports prepared by the System Expert shall be provided directly to the City and the O'Hare Commission. The activities and duties of the System Expert shall be consistent in all respects with the applicable requirements of the FAA. If the Noise Commission requests the City to retain and pay for such a System Expert, the amount that the City is obligated to pay the System Expert shall not exceed \$150, 000 per year, adjusted annually for inflation.

(3) The System shall include a minimum of 33 monitoring sites in the O'Hare Commission Area, plus such number of additional permanent monitoring sites as may be agreed upon by the City and the O'Hare Commission.

(4) The correlated data collected by the System shall be made available by the City to the O'Hare Commission and any Participant that requests such data. The City shall provide reports to the O'Hare Commission and each Participant based on the data collected by the System.

(5) Neither the O'Hare Commission, nor any of its Participants, representatives, agents, employees, consultants or professional advisors shall use, or assist other persons in using, information generated by the System in violation of Section 3.A(5) of this Agreement.

Appendix "B".

(To Intergovernmental Agreement Relating To
O'Hare Noise Compatibility Commission)

Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings:

"Advisory Member" means an authorized representative of the Archdiocese of Chicago, the Diocese of Joliet or any other non-governmental elementary and secondary school located in the O'Hare Commission Area who shall serve as a special advisory member of the O'Hare Commission as provided in Section 2.C, but who shall have no voting powers on the O'Hare Commission and shall not be parties to the Agreement.

"City" means the City of Chicago. The Commissioner of the Chicago Department of Aviation or his or her designee (or any successor thereto) shall have the sole authority to undertake the City of Chicago's obligations and responsibilities under this Agreement, and the City shall act by and through the Commissioner of the Chicago Department of Aviation or his or her designee (or any successor thereto) for purposes of this Agreement, except as otherwise set forth in this Agreement.

"FAA" means the Federal Aviation Administration or any successor agency.

"Governmental Unit" means a county, township, municipality, municipal corporation, unit of local government, public school district, special district, public corporation, body corporate and politic, forest preserve district, park district and any other local governmental agencies, including any created by intergovernmental agreement among any of the foregoing units.

"Noise Compatibility Programs" means programs, including but not limited to the Residential Sound Insulation Program and the School Sound Insulation Program, which address aircraft noise concerns in the O'Hare Commission Area as determined by the O'Hare Commission in cooperation with the City.

"Noise Compatibility Projects" means the noise compatibility projects (including administrative costs) in the O'Hare Commission Area which are eligible for funding based on FAA regulations and grant assurances, which have been identified as eligible for participation in Noise Compatibility Programs as determined by the O'Hare Commission in cooperation with the City based on criteria adopted by the O'Hare Commission, and for which there is available funding. Noise Compatibility Projects include, but are not limited to, the sound insulation of homes and schools and/or providing the funding for such sound insulation to be implemented. Participation in a Noise Compatibility Program or receipt of a Noise Compatibility Project shall be voluntary on the part of the relevant property owner.

"O'Hare" means Chicago O'Hare International Airport.

"O'Hare Commission" means the O'Hare Noise Compatibility Commission established pursuant to this Agreement and having the composition set forth in Section 2 of this Agreement.

"O'Hare Commission Area" means the area in the vicinity of O'Hare with an interest in O'Hare-related aircraft noise issues, which area includes but is not limited to the following municipalities and Governmental Units: (i) the City of Chicago, Arlington Heights, Bartlett, Bellwood, Bensenville, Des Plaines, Elmwood Park, Franklin Park, Harwood Heights, Hoffman Estates, Itasca, Maywood, Melrose Park, Mount Prospect, Niles, Norridge, Northlake, Oak Park, Palatine, Park Ridge, River Forest, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, Stone Park and Wood Dale; (ii) the unincorporated areas of Leyden, Maine, Niles and Norwood Park Townships in Cook County and the unincorporated areas of Addison Township in DuPage County; (iii) Districts 59, 63, 64, 80, 81, 84, 84.5, 85.5, 86, 87, 88, 89, 214, 234, 299 and 401. Municipalities and public school districts may be added to the O'Hare Commission Area as provided in Section 5.G.

"Part 150 Plan" means a noise abatement and land-use compatibility plan developed pursuant to 14 CFR Part 150, or any successor provision.

"Participant" means, at any time, each city, village, public school district or county located in the O'Hare Commission Area that has executed a counterpart of this Agreement on the basis set forth in this Agreement, other than the City. In addition, "Participant" shall include the Chicago Ward Participants as set forth in Section 2.A(v) of this Agreement, who shall be eligible to participate as individual member Participants on the O'Hare Commission upon approval and execution of this Agreement by the City.

"Residential Sound Insulation Program" means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation to homes in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

"School Sound Insulation Program" means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation and sound insulation funding to schools in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.