



**TENTATIVE Agenda  
President and Board of Trustees  
Monday, December 5, 2011  
Village Hall  
123 Madison Street**

**6:30 p.m. Open Meeting/Special Meeting in Room 130.** The Board is expected to immediately adjourn into Executive Session (Closed Session) in Room 130 at approximately 6:30p.m. to Discuss Litigation.

- I. Call to Order
  - II. Roll Call
  - III. **Motion to Adjourn to Executive Session to Discuss Litigation in Room 130 at 6:30 p.m.**
  - IV. Adjourn
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**7:00 p.m. Employee “Years-of-Service” Recognition Ceremony, Council Chambers  
6:30 p.m. Reception, Council Chambers  
7:00 p.m. Program, Council Chambers**

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**7: 30 p.m. Open Meeting/Special Meeting in the Council Chambers.**

- I. Call to Order
- II. Roll Call
- III. Agenda Approval

### **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](mailto: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.

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## 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 (\*).

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### IV. Non-Agenda Public Comment

### V. Approval of Minutes – Special Board Meeting Minutes of November 10, 2011

### VI. Regular Agenda

- B. Presentation of the Plan Commission’s Recommendations and Findings of Fact as Proposed for 938-954 Lake Street and 170 N. Forest Avenue to Deny the Applicant’s Request for an Amendment to Planned Ordinance 2010-0-014** This item will be presented to the Board, including a presentation by the Plan Commission Chair and the developer. Public Comments will be taken as noted below (\*). Final action will be considered at the next Regular Meeting planned for Tuesday January 3, 2012.

1. **Review of Plan Commission’s Recommendation**
2. **Overview by Developer**
3. **Public Comments**
4. **Board Discussion**

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

### C. **Final Review and Ordinances Related to the Adoption of the Proposed 2012 Budget**

1. **Ordinance Adopting the Annual Budget of the Village of Oak Park for its Fiscal Year Beginning January 1, 2012 as Discussed During the 2012 Budget Sessions**

**Overview:** This item was tabled from the November 28, 2011 Special Meeting. This Ordinance adoption provides the authority for the Village to expend funds in the 2012 fiscal year. Village ordinance and state law requires that the budget be adopted prior to the beginning of each fiscal year.

2. **Ordinances Providing for Various Rate Increases as Discussed During the 2012 Budget Sessions**

**Overview:** This item was tabled from the November 28, 2011 Special Meeting. The following revenue enhancements are reflected in the 2012 proposed budget. Fee or rate increases require a formal change in the Village Code and are presented below.

- a. **Ordinance amending section 20-7-2 (E) of the Village Code relating to rates for collection of garbage, refuse and recycling charges.**

3. **Clarification/Amendments Related to the DTOP, Garfield, and Madison TIF**

D. **Motion to Receive the Madison Street Infrastructure Streetscape Plan and Direct Staff to Prepare or Further Board Review in the First Quarter of 2012**

**Overview:** Altamanu, the planning consultants hired in December 2010, presented a proposed streetscape improvements plan for Madison Street. The plan was developed with the guidance of the Madison Street Steering Committee appointed by the Village Board. The steering committee held several meetings, including two public meetings and a meeting specifically with the Madison Street Business Association. The recommendation incorporates a Complete Street concept, which the Village Board supported village-wide by Resolution 2010-R-125, and a "Road Diet" concept which includes improvements to curbs, sidewalk, street lighting, and various pedestrian amenities. This item was tabled from the November 28, 2011 Special Meeting in order to obtain further information.

E. **Reinventing Government Committee Report to the Board**

This item was tabled from the November 28, 2011 Special Meeting. The Village Board will review the Reinventing Government Committee's discussion and direction to the Village Manager related to the Law Department.

VII. **Consent Agenda**

F. **Ordinance Authorizing the Disposition of Surplus Vehicles on an "As Is" Basis**

**Overview:** Disposing of vehicles and equipment require an Ordinance to declare these items as surplus. This Ordinance provides for the sale of three pickup trucks.

G. **Resolution Authorizing the Execution of a Contract with DeKalb Mechanical for Design/Build Services for a Geothermal HVAC System for Village Hall Council Chambers in an amount not to exceed \$215,000.00**

**Overview:** The current HVAC system for the Council Chambers in Village Hall has had substantial maintenance issues over the past several years. Deteriorating duct work running from the air handling unit (AHU) housed in the east mechanical room in the lower level of Village Hall to the Council Chambers has resulted in significant water infiltration into the supply and return air ducts and onto the east mechanical room floor, as well as the Police Dept. hallway floor outside of the mechanical room during very heavy rain falls. Staff is recommending that the Village enter into an agreement with DeKalb Mechanical to design and build a Geothermal HVAC system for the Village Hall Council Chambers for a cost not to exceed \$215,000.00.

H. **Resolution Authorizing the Execution of a Water Meter and Water Meter Parts Purchase Agreement with Northern Water Works Supply/Ferguson Water Works for the Total Amount Not to Exceed \$282,000 and Waiving the Village's Bid Process and Resolution**

**Authorizing the Execution of Service Agreement with Northern Water Works Supply/Ferguson Water Works in an Amount not to Exceed**

**\$18,000 for Administrative Support for the Village's Water Meter Change Out Program in 2012**

**Overview:** The purchase of water meters, water meter register heads and Administrative Support from this vendor will allow the Village to complete the water meter changeout program in 2012.

**I. Resolution Authorizing the Execution of a One Year Agreement with Winkler's Tree Service of LaGrange Park, Illinois for 2012 Tree Pruning Services Not to Exceed \$135,000.00**

**Overview:** Each year, the Village budgets for tree pruning in order to maintain good health and mitigate hazards in the public way from dead, weak and interfering branches and to maintain clear sight lines and proper pedestrian and vehicular clearances. The 2012 program continues the four year trim cycle.

**J. Resolution Amending the Guidelines of the Multi-family Housing Incentives Program to Distinguish Between Building Improvement and Unit Improvement Grants and to Shorten the Commitment Period from Five (5) Years to Three (3) Years**

**Overview:** The Housing Programs Advisory Committee (HPAC) reviewed the Multi-family Housing Incentives Program guidelines and is recommending distinguishing between building and unit improvements and shortening the commitment period to from five (5) to three (3) years.

**K. Resolution Authorizing the Execution of an Agreement for Intergovernmental Cooperation between Village of Oak Park and West Suburban Consolidated Dispatch Center for Information Technology Services**

**Overview:** This agreement allows the Village of Oak Park IT Personnel to support the IT functions for WSCDC for an annual contribution of \$50,000

**L. Resolution Authorizing Execution of Agreement for Intergovernmental Cooperation between Village of Oak Park and Village of River Forest for Information Technology Services**

**Overview:** This agreement allows the Village of Oak Park IT Personnel to support the IT functions for River Forest for an annual contribution of \$35,000.

**M. Resolutions Authorizing Execution Agreements with the Administrative Law Judges to Conduct Hearings of Local Ordinances**

**Overview:** These are annual contracts for the administrative law judges who are part of the Village's Adjudication Department which conducts hearings of alleged violations of Village Ordinances.

**1. Resolution Authorizing a Contract with Carrie Washington in an Amount Not to Exceed \$50,000**

**2. Resolution Authorizing a Contract with L. Anita Richardson in an Amount Not to Exceed \$50,000**

**3. Resolution Authorizing a Contract with John Stack in an Amount Not to Exceed \$ 25,000**



**4. Resolution Authorizing a Contract with Darlene Redmond in an Amount Not to Exceed \$25,000**

**N. Motion to Accept the 2012 Calendar**

**Overview:** This is an annual action in which every public body shall give public notice of the schedule of Regular Meetings at the beginning of each year. Changes or additions to this schedule are done in accordance with the IL Open Meetings Act.

**O. Resolution Authorizing the Purchase of Insurance for 2012**

This is an annual item because the Village is self insured for public entity liability, property damage, crime and worker's compensation.

**R. Ordinance Related to Beekeeping in the Village of Oak Park (Ordinance Creating Chapter 20, Article 11 and Amending Chapter 16, Article 1, Section 4) as Review by the Village Board on November 28, 2011.**

**Overview:** On June 20, 2011, the Village Board voted to approve the recommendation from the Board of Health to allow beekeeping in the Village and directed staff to draft an ordinance regulating bee hive maintenance. Upon review of the draft ordinance at the November 28, 2011 Village Board meeting, the recommendation was made that Section 20-11-2B, *Beekeeping Permit, Permit Expiration and Renewal*, include an annual renewal fee of \$75. The ordinance now includes the annual renewal fee

**S. Resolutions Authorizing the Purchase of Police Vehicles**

The following vehicles are part of the 2012 budget vehicle replacement program. Over the last 3 years, the Police Department has reduced its overall fleet by 11 vehicles. These purchases below are not paid for with general funds of the Village but instead paid for with Federal RICO funds that are received from the seizure of assets from drug related crimes and are paid to participating local government agencies and are required to be used solely for law enforcement purposes.

**1. Resolution Authorizing the Purchase of One 2011 Chevrolet Tahoe 4X2 Police Vehicle, from Currie Motors Fleet of Forest Park, Illinois through the Suburban Purchasing Cooperative Joint Purchasing Program, Waiving the Village's Bid Process**

**Overview:** The 2012 Vehicle Replacement Program proposes the retiring of seven Police vehicles and for the purchase of six replacement vehicles. This agenda item is for the purchase of one Chevrolet Tahoe at a cost of \$24,692.00. Staff is requesting for a waiver of the bid process in order to participate in the Suburban Purchasing Cooperative Joint Purchasing Program.

**2. Resolution Authorizing the Purchase of Four 2012 Dodge Charger Police Sedans from Napleton Dodge Fleet Group of Westmont, Illinois through the Suburban Purchasing Cooperative Joint Purchasing Program, Waiving the Village's Bid Process**

**Overview:** The 2012 Vehicle Replacement Program proposes the retiring of seven Police vehicles and for the purchase of six replacement vehicles. This agenda item is for the purchase of four Dodge Chargers at a total cost of \$95,493.00. Staff is requesting for a waiver of the bid process in order to participate in the Suburban Purchasing Cooperative Joint Purchasing Program.

**3. Resolution Authorizing the Purchase of One 2013 Ford Utility, All Wheel Drive, Police Vehicle, from Currie Motors Fleet of Frankfort,**

### **Illinois through the Suburban Purchasing Cooperative Joint Purchasing Program, Waiving the Village's Bid Process**

**Overview:** The 2012 Vehicle Replacement Program proposes the retiring of seven Police vehicles and for the purchase of six replacement vehicles. This agenda item is for the purchase of one Ford Utility vehicle at a cost of \$25,133.00. Staff is requesting for a waiver of the bid process in order to participate in the Suburban Purchasing Cooperative Joint Purchasing Program.

#### **VIII. Adjourn**

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](mailto: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](http://www.oak-park.us), mouse-over News, then click on Board Agendas and Minutes.

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Date: December 2, 2011

To: President Pope and Village Board of Trustees

From: Tom Barwin, Village Manager

Re: Follow-up to 2012 Budget Questions and Miscellaneous Clarifications

At the Monday, November 28, 2011 meeting, Trustees asked for clarifications on the following 2012 Budget items:

- a) Partner Agency Funding - see attachment 1, Visitor Center Information – see attachment 1a
- b) Economic Development Position – see attachment 2

Note: The village code does call for a Community Development Director Position which has been vacant for several years. As the economy begins to improve, I would recommend the current position outlined in the Village Code be amended or modified to include also overseeing the BPS Department to facilitate the monitoring and streamlining of economic development projects throughout the village bureaucracy from plan submittal to the granting of business licenses and certificates of occupancy. Upon recalibrating the position, as our fiscal condition and the economy begins, the Community Development position could be budgeted and filled through a budget amendment.

- c) General Fund, Fund Balance Position – see attachment 3
- d) Energy Efficiency Fund – while not approved to be funded through the savings of the energy aggregation program, nor included in the 2012 budget adjustments to date, per board direction, staff has been working with residents and an array of energy partners to outline the priorities and needs in achieving the goals of the recently adopted Oak Park PlanItGreen Plan through the Energy Efficiency Fund. As of this writing, it is clear that financing is the highest priority to stimulate and/or leverage with other resources to facilitate commercial and residential building energy saving improvements as well as advancing renewable energy elements into Oak Park homes, businesses, government buildings and grid. New codes also need to be developed for solar, wind, and gray water installations, which can also be pursued through this fund. Staff is contemplating a budget amendment request of \$250,000 dollars to seed the initial energy efficiency fund.
- e) Human Relations - \$25,000 has been budgeted to contract for various training needs of village staff including customer service and ongoing technology training. \$25,000 has also been budgeted for contracted recruiting assistance to support in-house staff in recruiting to fill vacant village positions in a timely fashion with talented, motivated and friendly staff.

## TIF's

I also wanted to note or clarify that in adopting the Manager's recommended 2012 budget, it includes recommendations regarding the Madison and Garfield TIF.

The \$711,000 Garfield TIF plan is outlined in attachment 4.

The \$ 7.7 million Madison TIF plan, subject to subsequent refinement or amendments, is to spend 90% of the Madison TIF on infrastructure improvements as directed by the board, the options for which are now actively under discussion, with 10% being invested in economic development programs on Madison as approved and appropriated by the board with final staff recommendations forthcoming in the first quarter of 2012.

Village of Oak Park  
2012 Budget Recommendations  
Partner Agencies

Name	2012				2011		2010		2009		2008	
	Request	VMO Recommendation Original	VMO Recommendation Modified		2011	2010	2009	2008	2009	2008	2009	2008
Early Childhood Development	\$ 30,000	\$ 15,000	\$ 30,000		\$ 15,000	\$ 15,000	\$ 15,000	\$ 50,000	\$ 15,000	\$ 15,000	\$ 50,000	
Oak Park Area Arts Council	137,500	119,750	119,750		102,000	102,438	113,820	169,200	113,820	113,820	169,200	
Oak Park Development Corporations (OPDC)	348,000	348,000	348,000		345,000	344,205	382,450	477,000	382,450	382,450	477,000	
Oak Park Housing Authority	75,000 <sup>A</sup>	-	-		-	25,000	25,000	100,000	25,000	25,000	100,000	
Oak Park Housing Center	385,000	365,000	365,000		365,000	350,000	250,000	389,111	250,000	250,000	389,111	
Oak Park Residence Corporation	25,000	25,000	25,000		25,000	25,000	100,000	250,000	100,000	100,000	250,000	
Visit Oak Park	203,000	203,000	203,000		203,000	202,644	225,160	306,000	225,160	225,160	306,000	
Youth Intervention Program (Township)	65,000	65,000	65,000		65,000	63,000	70,000	70,000	70,000	70,000	70,000	
<b>Total</b>	<b>\$ 1,268,500</b>	<b>\$ 1,140,750</b>	<b>\$ 1,155,750</b>		<b>\$ 1,120,000</b>	<b>\$ 1,127,287</b>	<b>\$ 1,181,430</b>	<b>\$ 1,811,311</b>	<b>\$ 1,181,430</b>	<b>\$ 1,127,287</b>	<b>\$ 1,811,311</b>	

<sup>A</sup> Request received on 10/18.

**Additions noted on 11/22 Memo:**

- 15,000 to Early Childhood Collaborative Program, bringing total 2012 Appropriation to \$30,000.
- \$15,000 to Housing Programs for fair housing testing.
- \$15,000 to Planning Department for updating VOP Bicycle Plan
- \$50,000 to Housing Programs budget to cover possible shortfall in housing programs budget due to CDBG cuts, and any shortfall in revolving loan repayments due to economy and housing markets.
- \$30,000 to Housing Programs for final Barrie Park Improvement Program at 1041 S. Lombard.
- \$50,000 to H.R. Department for recruitment and customer service training.
- \$25,000 to Business Services for Economic Development analysis

**FUNDING SCHEDULE - 2011 BUDGET**  
 Oak Park Development Corporation  
 Monthly Bills are Paid in Arrears and Submitted and Paid the Following Month

Month	General Fund						Downtown	MSTIF
	Administrative Support of OPDC	Administrative Support of OPDC Loan Programs	Admin. Support of Commercial Rehab & Pres. Program	General Fund Administrative Support monthly payout Total	Commercial Rehab and Preservation Grants	Commercial Loan Interest Subsidy		
January	\$ 18,950	\$ 3,000	\$ 2,400	\$ 24,350	(1)	(1)	(1)	(1)
February	\$ 18,950	\$ 3,000	\$ 2,400	\$ 24,350	(1)	(1)	(1)	(1)
March	\$ 18,950	\$ 3,000	\$ 2,400	\$ 24,350	(1)	(1)	(1)	(1)
April	\$ 18,950	\$ 3,000	\$ 2,400	\$ 24,350	(1)	(1)	(1)	(1)
May	\$ 18,950	\$ 3,000	\$ 2,400	\$ 24,350	(1)	(1)	(1)	(1)
June	\$ 18,950	\$ 3,000	\$ 2,400	\$ 24,350	(1)	(1)	(1)	(1)
July	\$ 18,950	\$ 3,000	\$ 2,400	\$ 24,350	(1)	(1)	(1)	(1)
August	\$ 18,950	\$ 3,000	\$ 2,400	\$ 24,350	(1)	(1)	(1)	(1)
September	\$ 18,950	\$ 3,000	\$ 2,400	\$ 24,350	(1)	(1)	(1)	(1)
October	\$ 18,950	\$ 3,000	\$ 2,400	\$ 24,350	(1)	(1)	(1)	(1)
November	\$ 18,950	\$ 3,000	\$ 2,400	\$ 24,350	(1)	(1)	(1)	(1)
December	\$ 18,950	\$ 3,000	\$ 2,400	\$ 24,350	(1)	(1)	(1)	(1)
<b>Total Monthly Payments</b>	\$ 227,400	\$ 36,000	\$ 28,800	\$ 292,200				
Reimbursed Program Grants and Interest Subsidy Costs				\$ 52,000	\$ 33,000	\$ 19,000	\$ 50,000	\$ 50,000
<b>TOTALS</b>	\$ 227,400	\$ 36,000	\$ 28,800	\$ 344,200	\$ 33,000	\$ 19,000	\$ 50,000	\$ 100,000

Combined (General & Other) Total \$ 444,200

EXHIBIT 1

(1) Payment subject to Reimbursement Requests of Actual Costs

2012

Attachment 1  
 Special Meeting  
 Agenda # C

**FUNDING SCHEDULE - 2012 BUDGET**

Oak Park Development Corporation

Monthly Bills are Paid in Arrears and Submitted and Paid the Following Month

Month	General Fund						Downtown	MSTIF
	Administrative Support of OPDC	Administrative Support of OPDC Loan Programs	Admin. Support of Commercial Rehab & Pres. Program	General Fund Administrative Support monthly payout Total	Commercial Rehab and Preservation Grants	Commercial Loan Interest Subsidy		
January	\$ 20,584	\$ 3,000	\$ 2,500	\$ 26,084	(1)	(1)	(1)	(1)
February	\$ 20,583	\$ 3,000	\$ 2,500	\$ 26,083	(1)	(1)	(1)	(1)
March	\$ 20,583	\$ 3,000	\$ 2,500	\$ 26,083	(1)	(1)	(1)	(1)
April	\$ 20,584	\$ 3,000	\$ 2,500	\$ 26,084	(1)	(1)	(1)	(1)
May	\$ 20,583	\$ 3,000	\$ 2,500	\$ 26,083	(1)	(1)	(1)	(1)
June	\$ 20,583	\$ 3,000	\$ 2,500	\$ 26,083	(1)	(1)	(1)	(1)
July	\$ 20,584	\$ 3,000	\$ 2,500	\$ 26,084	(1)	(1)	(1)	(1)
August	\$ 20,583	\$ 3,000	\$ 2,500	\$ 26,083	(1)	(1)	(1)	(1)
September	\$ 20,583	\$ 3,000	\$ 2,500	\$ 26,083	(1)	(1)	(1)	(1)
October	\$ 20,584	\$ 3,000	\$ 2,500	\$ 26,084	(1)	(1)	(1)	(1)
November	\$ 20,583	\$ 3,000	\$ 2,500	\$ 26,083	(1)	(1)	(1)	(1)
December	\$ 20,583	\$ 3,000	\$ 2,500	\$ 26,083	(1)	(1)	(1)	(1)
<b>Total Monthly Payments</b>	\$ 247,000	\$ 36,000	\$ 30,000	\$ 313,000				
Reimbursed Program Grants and Interest Subsidy Costs					\$ 30,000	\$ 5,000	\$ 50,000	\$ 50,000
<b>TOTALS</b>	\$ 247,000	\$ 36,000	\$ 30,000	\$ 348,000	\$ 30,000	\$ 5,000	\$ 50,000	\$ 100,000
					\$	\$	\$	\$
								Other Funds Total
								\$ 100,000

(1) Payment subject to Reimbursement Requests of Actual Costs

Combined (General & Other) Total \$ 448,000

EXHIBIT 1

**Visit Oak Park**  
**Report to President Pope & Village Trustees**  
**December 5, 2011**

Visit Oak Park (formerly Oak Park Area Convention & Visitors Bureau) is pleased to send this report to President Pope and the Village Trustees. Included is Visit Oak Park's Budget for 2012 (proposed); financials on the operation of the Visitors Center; historical data on the number of visitors serviced at the Center, including a zip code analysis of visitor sources; and information on Village funding of the Bureau, including data on local hotel/motel tax collections.

**Budget for 2012 (proposed)**

The attached budget report shows revenue and expense data by individual categories from 2009 through 2011 (projected), and the budget numbers for 2012, as proposed. Since 2009, revenues have dropped by almost \$50,000, or 6.2%. The primary reason is a reduction in state grant funding. For fiscal year 2012, (July 1, 2011 – June 30, 2012), state funding has been restored to \$13,000 less than 2009. During the 2009 – 2011 period, we have managed expenditures to reflect the reduced revenue: projected expenses are \$41,000 less than 2009.

Despite the reduction in revenues and expenditures, we will continue to conduct the business of promoting tourism in the area: advertising and marketing expenditures will rise almost \$33,000 (20%) from 2009 to budgeted 2012. Marketing and personnel expenses are budgeted at 61.5% of total expenditures. All our staff are heavily engaged in marketing efforts.

The 2012 budget as proposed projects a positive increase in net assets (income) of \$32,421. As you will see, this is largely due to the continued success of the Visitors Center following its move to 1010 Lake Street. Revenues from the sale of goods & services at the Center are expected to show an increase in 2012 of \$55,000 (30.3%) since 2009.

**Visitors Center Performance**

The move of the Visitors Center in late 2009 from its former Forest Avenue location to 1010 Lake Street has contributed to an increase in merchandise sales in 2011 of \$38,000, or 21.5%. Also increasing, and of equal importance, were the number of visitors served at the Center. The visitor growth is projected at over 15,000, or 36.6%. This year we expect to see over 56,000 people visit the Center, up from 41,130 in 2009.

Much of this change is due to the new location, but this year in particular we experienced surges in visitorship during our Marketing Partnership Grant promotional efforts through area radio and CTA advertising and other promotions totaling close to \$100,000. Web site activity grew in similar fashion during that April through July period.



We have attached a zip code analysis showing where our visitors came from. The split between foreign & domestic sources continues to be 40-60. As you can see with the third quarter statistics, the principal source states following Illinois are California, New York, Texas, Ohio and Pennsylvania. Canada is the prime source of foreign visitors, followed by France, Italy, Spain, the UK, Germany and Japan. The accompanying maps pinpoint zip code locations across the country and in the greater Chicago area.

The Financial Report for the Visitors Center shows revenue and expense data from 2007 through 2011 (projected). We have allocated a portion of grant revenue to the Center, because salary and administrative expenses are covered with grant dollars. Also, as mentioned above, Marketing Partnership Grant expenditures in 2011 went toward promoting visitorship at the Center, as well as the Oak Park area.

### Village Funding

We have attached a table showing the breakdown of Village funding for Visit Oak Park since its formation in 1994. A graph depicts hotel/motel tax collection experience during the same period. We are most appreciative of the support the Bureau has received from the Village during these years, and we are particularly pleased with the recent, steady reduction in the portion of funding provided from the Village general fund. We project this year the lowest level of that funding in history at just over \$62,000 (of our total allocation of \$202,644). Thus, as a Partner Agency of the Village, over 69% of our funding comes from the local hotel/motel tax, the highest portion in the Bureau's history.

In summary, despite a serious reduction in the state funding (including slow pay), a difficult economy and steadily increasing costs, your Visitors Bureau has continued to perform successfully in honoring its mission of promoting tourism in the Oak Park area. Notwithstanding staff reductions and substantial decreases in salary costs, our overall performance, including the financial picture, continues to be one of which we are proud.

Thomas G. Lynch, President & CEO  
Visit Oak Park

### Attachments:

- Budget for 2012 (proposed)
- Financial Report, Visitors Center
- Visitors serviced at Center
- Zip Code visitor analysis
- Village funding allocation table
- Hotel/motel tax collection chart

December 2, 2011

EXPENSE ACCOUNTS	Actual 2009	Actual 2010	Budget 2011	Projected 2011	Budget 2012 (Proposed)	Explanations
<b>PERSONNEL</b>						
Gross Wages	\$343,688	\$275,874	\$282,280	\$218,000	\$220,000	Same staff levels -3% avg. increase
Gross Payroll Taxes and Benefits	\$68,687	\$65,406	\$66,000	\$60,700	\$62,000	Experience & health ins. quotes
Misc. Payroll Costs-Ads & ADP	\$2,501	\$2,707	\$2,800	\$2,650	\$2,650	Based on 2011
Temporary Personnel	\$0	\$0	\$0	\$0	\$0	
<b>TOTAL PERSONNEL EXPENSE</b>	<b>\$414,876</b>	<b>\$343,987</b>	<b>\$350,880</b>	<b>\$281,350</b>	<b>\$284,650</b>	
	32.8%	46%	44.7%	36.8%	38.3%	
<b>ADMINISTRATIVE</b>						
Information Systems	\$6,940	\$27,043	\$17,600	\$3,700	\$17,600	New computers + software upgrades
Insurance	\$6,900	\$5,480	\$6,250	\$6,250	\$6,625	Based on 2011 + 6% increase
Loan Interest	\$668	\$1,912	\$2,000	\$2,188	\$2,700	Term loan and line interest
Miscellaneous	\$3,363	\$2,108	\$1,000	\$4,000	\$2,800	Lower projected expense
Office Furniture and Equipment Leasing	\$10,980	\$10,806	\$11,000	\$10,648	\$11,000	Based on 2011
Office Supplies	\$5,797	\$5,883	\$5,500	\$6,056	\$5,500	Based on 2011
Parking	\$3,440	\$2,745	\$3,180	\$2,291	\$2,750	Three FT emp. usage + rate incl.
Postage	\$4,011	\$2,877	\$4,500	\$4,300	\$4,800	Experience + similar rate incl.
Distribution	\$12,768	\$17,357	\$16,000	\$18,873	\$18,400	Based on 2011
Professional Fees	\$5,250	\$14,487	\$6,550	\$21,220	\$26,000	Audit + Marketing Expense
Relocation/Renodeling/Rent	\$5,898	\$28,000	\$42,000	\$42,000	\$48,000	4 mos @ \$2,500/8 @ \$4,000
Repairs & Maintenance	\$10,443	\$8,951	\$7,000	\$8,894	\$11,000	Based on 2011
Telephone	\$15,172	\$15,818	\$13,500	\$14,780	\$15,000	Based on 2011
Utilities	\$12,832	\$10,788	\$11,500	\$11,139	\$11,500	Based on 2011
<b>TOTAL ADMINISTRATIVE EXPENSE</b>	<b>\$102,820</b>	<b>\$153,430</b>	<b>\$147,430</b>	<b>\$156,139</b>	<b>\$181,378</b>	
	10.8%	47%	41.8%	20.5%	23.3%	
<b>ADVERTISING, MARKETING &amp; PROMOTIONS</b>						
Special Events--Wright Ride	\$4,797	\$3,760	\$3,000	\$4,387	\$3,750	Based on 2011 results
Hospitality and Special Events	\$4,351	\$11,636	\$6,000	\$4,718	\$8,000	Based on 2011 results
FAM Tours	\$0	\$0	\$0	\$0	\$0	
Market Research	\$68,290	\$3,700	\$6,000	\$2,000	\$6,000	STR + USTA Projects
Advertising and Promotions	\$24,466	\$74,996	\$55,000	\$102,400	\$125,000	Based on ads planned in grants
Ad Production	\$175	\$5,040	\$3,000	\$4,876	\$5,000	Based on 2011 results
Professional Dues & Registration	\$7,575	\$1,608	\$3,000	\$4,835	\$5,000	Based on 2011 results
Trade Shows	\$0	\$0	\$0	\$0	\$0	No plans
Travel & Educational Conferences	\$994	\$893	\$1,500	\$570	\$1,000	Unfilled plans
Visitors Guide	\$32,274	\$17,726	\$50,000	\$50,000	\$50,000	New 2012 Guide
<b>TOTAL ADVERTISING and MARKETING EXP.</b>	<b>\$170,921</b>	<b>\$189,230</b>	<b>\$179,500</b>	<b>\$173,056</b>	<b>\$268,750</b>	
	21.8%	48%	48.9%	20.1%	28.2%	
<b>VISITORS CENTER</b>						
Bank Service Charges	\$7,953	\$9,822	\$6,000	\$6,975	\$6,500	Based on 2011
Cost of Merchandise Purchased	\$91,126	\$107,458	\$73,000	\$138,000	\$100,000	Based on 2012 budgeted sales
Cost of Tickets Sold	\$4,093	\$6,788	\$6,510	\$8,500	\$9,300	Based on 2012 budgeted sales
Volunteer Incentive	\$905	\$978	\$1,000	\$1,950	\$2,000	Experience
Tour Group Expense	\$0	\$832	\$1,000	\$565	\$1,000	Cost of Rickshaw Rick Tours
Walking Tour Expense	\$0	\$0	\$0	\$0	\$0	
<b>TOTAL VISITORS CENTER EXPENSE</b>	<b>\$103,177</b>	<b>\$124,974</b>	<b>\$86,510</b>	<b>\$155,980</b>	<b>\$118,800</b>	
	13.1%	17%	13.0%	28.9%	15.3%	
<b>TOTAL BUREAU EXPENSES</b>	<b>\$732,964</b>	<b>\$724,838</b>	<b>\$687,350</b>	<b>\$751,046</b>	<b>\$778,878</b>	
Excess of Revenues over Expenses (Net Assets)	\$12,475	\$7,668	\$31,769	\$3,792	\$32,421	

Visit Oak Park  
Budget 2012  
(A) Proposed

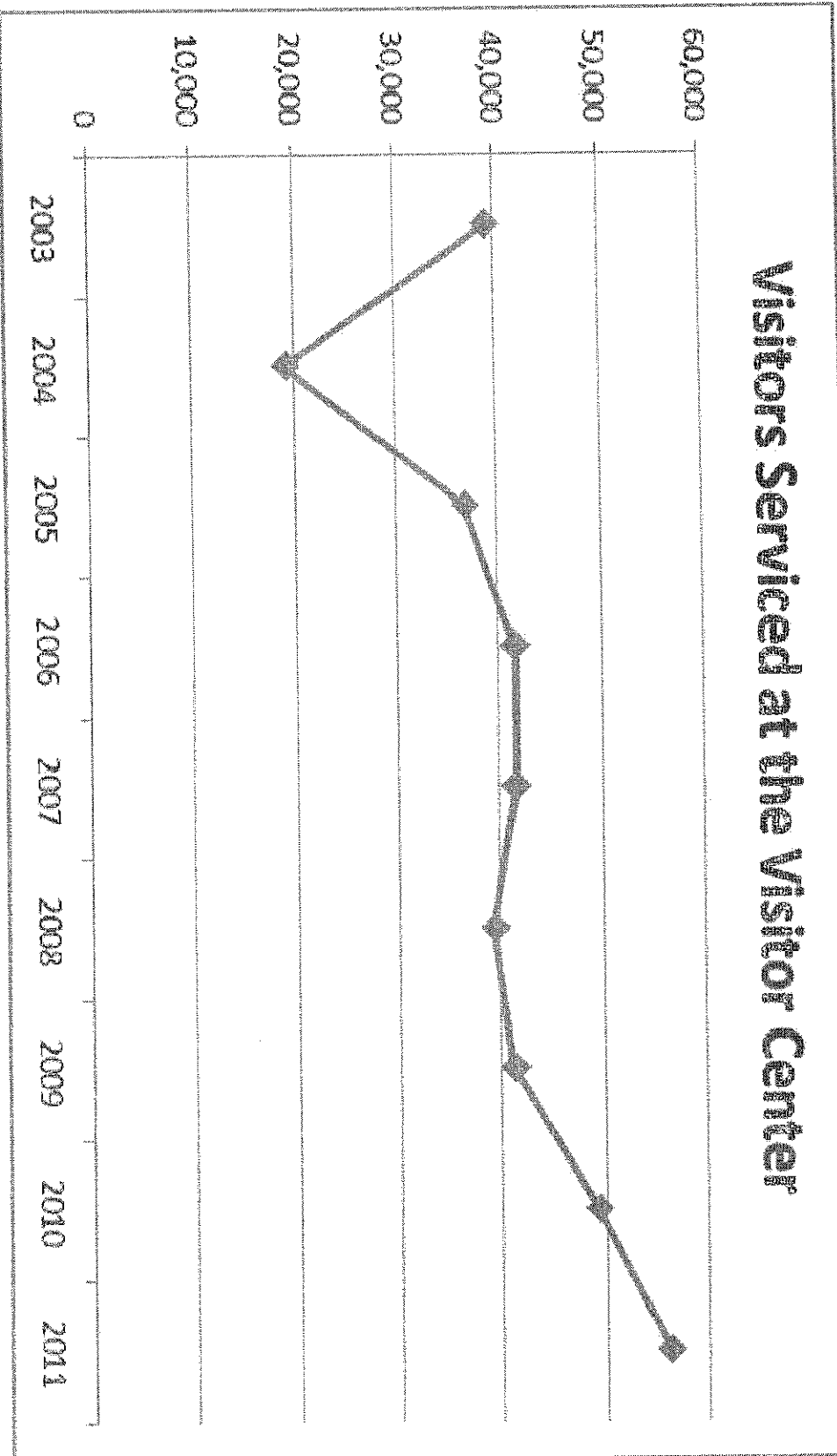
REVENUE ACCOUNTS	Actual 2009	Actual 2010	Budget 2011	Projected 2011	Budget 2012 (Proposed)	Explanations
LTCB Grant	\$288,306	\$291,218	\$243,475	\$240,386	\$278,852	Assumes FY13 same as FY12
Tourism Marketing Partner Grant	\$38,157	\$39,026	\$0	\$37,478	\$50,000	Assumes funding of IMFG Program
International Marketing Grant	\$0	\$0	\$0	\$0	\$0	
<b>TOTAL STATE GRANT FUNDING</b>	<b>\$326,463</b>	<b>\$330,244</b>	<b>\$243,475</b>	<b>\$277,864</b>	<b>\$328,852</b>	
% of Bureau Revenues	48.0%	94%	34%	38.8%	40.3%	
<b>VILLAGE OF OAK PARK FUNDING</b>						
General Fund	\$74,864	\$82,644	\$82,644	\$82,644	\$82,302	Total same as 2011
Hotel/Hotel Tax Fund	\$145,306	\$120,000	\$120,000	\$120,000	\$140,342	Total same as 2011
<b>TOTAL VILLAGE OF OAK PARK FUNDING</b>	<b>\$220,170</b>	<b>\$202,644</b>	<b>\$202,644</b>	<b>\$202,644</b>	<b>\$222,644</b>	
% of Bureau Revenues	27.4%	27%	28.2%	27%	23.0%	
<b>MEMBERSHIPS</b>	<b>\$48,946</b>	<b>\$46,804</b>	<b>\$46,800</b>	<b>\$37,542</b>	<b>\$40,000</b>	Reflects slow pay from 2011
<b>SPONSORSHIPS</b>	<b>\$18,204</b>	<b>\$16,751</b>	<b>\$12,000</b>	<b>\$5,804</b>	<b>\$8,000</b>	Assumes no co-op ads
<b>TOTAL MBR RESPONSE REVENUE</b>	<b>\$67,150</b>	<b>\$63,555</b>	<b>\$58,800</b>	<b>\$43,346</b>	<b>\$48,000</b>	
% of Bureau Revenues	8.3%	4%	8.1%	5.7%	5.7%	
<b>VISITORS CENTER</b>						
Promotional Home Sales, Gross	\$176,781	\$200,498	\$200,000	\$215,000	\$225,000	Assumes steady growth in sales
Ticket Sales, Gross	\$3,885	\$5,180	\$7,000	\$8,700	\$10,000	Assumes continued growth in sales
Tour Group Sales, Gross	\$0	\$770	\$1,000	\$700	\$1,000	Reflects R&C Tours
Walking Tours Sales, Gross	\$1,075	\$253	\$1,000	\$400	\$500	Based on experience
<b>TOTAL VISITORS CENTER</b>	<b>\$181,741</b>	<b>\$207,641</b>	<b>\$209,000</b>	<b>\$224,800</b>	<b>\$236,500</b>	
% of Bureau Revenues	22.0%	28%	29.1%	30%	24.2%	
<b>OTHER REVENUE</b>						
Special Events-Wright Ride	\$9,285	\$6,113	\$6,000	\$6,113	\$6,000	Wright Ride Revenue
<b>TOTAL OTHER REVENUE</b>	<b>\$9,285</b>	<b>\$6,113</b>	<b>\$6,000</b>	<b>\$6,113</b>	<b>\$6,000</b>	
% of Bureau Revenues	1.2%	1%	0.8%	0.7%	0.7%	
<b>TOTAL BUREAU REVENUES</b>	<b>\$684,438</b>	<b>\$748,357</b>	<b>\$719,119</b>	<b>\$734,837</b>	<b>\$810,856</b>	7.4 % increase over projected 2011

**Oak Park Visitors Center  
Financial Report  
2007 - 2011**

<i>REVENUE ACCOUNTS</i>	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Projected 2011
<b>VISITORS CENTER</b>					
Promotional Items, Sales, Gross	\$181,000	\$169,800	\$176,800	\$200,500	\$215,000
Ticket Sales, Gross	\$7,800	\$5,500	\$3,700	\$6,200	\$8,700
Tour Group Sales, Gross	\$1,100	\$1,400	\$0	\$800	\$770
Walking Tours Sales, Gross	\$1,500	\$1,500	\$1,100	\$400	\$400
Revenue from Operations	\$191,400	\$178,200	\$181,600	\$207,900	\$224,870
Grant Allocation	\$81,325	\$89,500	\$81,625	\$83,480	\$95,575
<b>Total Revenue</b>	<b>\$272,725</b>	<b>\$267,700</b>	<b>\$263,225</b>	<b>\$291,880</b>	<b>\$320,445</b>
<b>EXPENSE ACCOUNTS</b>					
<b>VISITORS CENTER</b>					
Personnel Cost	\$91,300	\$91,000	\$90,645	\$92,000	\$90,500
Taxes & Benefits	\$18,260	\$18,200	\$18,129	\$18,400	\$14,480
Cost of Merchandise Purchased	\$103,170	\$93,786	\$100,776	\$114,285	\$122,550
Cost of Tickets Sold	\$7,254	\$5,115	\$3,441	\$5,766	\$8,500
Rent	\$0	\$0	\$0	\$28,000	\$42,000
Volunteer Incentive	\$800	\$700	\$600	\$900	\$1,950
Tour Group Expense	\$1,100	\$1,400	\$0	\$800	\$555
Walking Tour Expense	\$1,500	\$1,500	\$1,200	\$0	\$0
Administrative Expense	\$29,725	\$30,625	\$26,850	\$26,157	\$28,032
<b>Total Expenses</b>	<b>\$253,109</b>	<b>\$242,326</b>	<b>\$241,641</b>	<b>\$286,308</b>	<b>\$308,567</b>
<b>Excess of Revenue over Expenses</b>	<b>\$19,616</b>	<b>\$25,374</b>	<b>\$21,584</b>	<b>\$5,572</b>	<b>\$11,878</b>

December 1, 2011

# Visitors Serviced at the Visitor Center



\*2011 estimated

# Oak Park Visitors Center Zip Code Analysis

Third Quarter 2011



### Third Quarter 2011

The Visitors Center saw a 25% increase in zip codes collected during the third quarter(6,709) in comparison to the second(5,352). This increase was largely driven by international visitors which saw a 40% increase compared to 16% for domestic zip codes collected. This figure represents a 40% collection of zip codes from the total visitation to the Visitors Center during the Third quarter 2011 (16,851).

Top domestic origin states during the second quarter were:

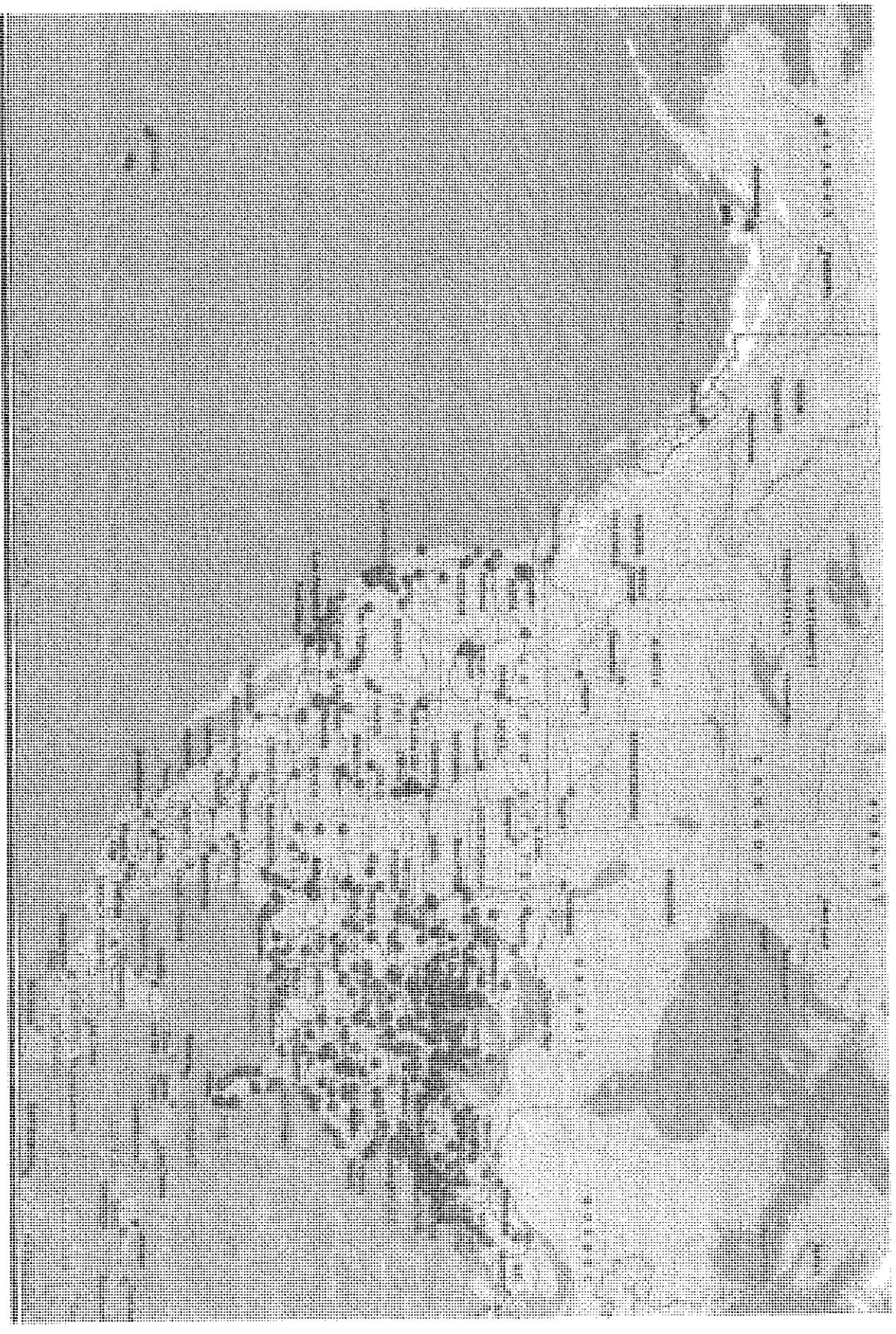
Illinois	- 41%
California	- 7.2%
New York	- 5.2%
Texas	- 3.6%
Ohio	- 3.6%
Pennsylvania	- 2.7%

Chicago and Oak Park again remained the dominant cities for visitation. It's important to review the maps included to get a better picture of the MSA visitation, where you see Chicago, New York (NE Coast) and California's dominate the totals.

Internationally, top origin countries were:

Canada	- 24.2%
France	- 12.4%
Italy	- 8.7%
Spain	- 7.9%
U.K.	- 7.7%
Germany	- 6.2%
Japan	- 4.3%

3<sup>rd</sup> Quarter 2011 Visitors Center Visitation by Zip Code

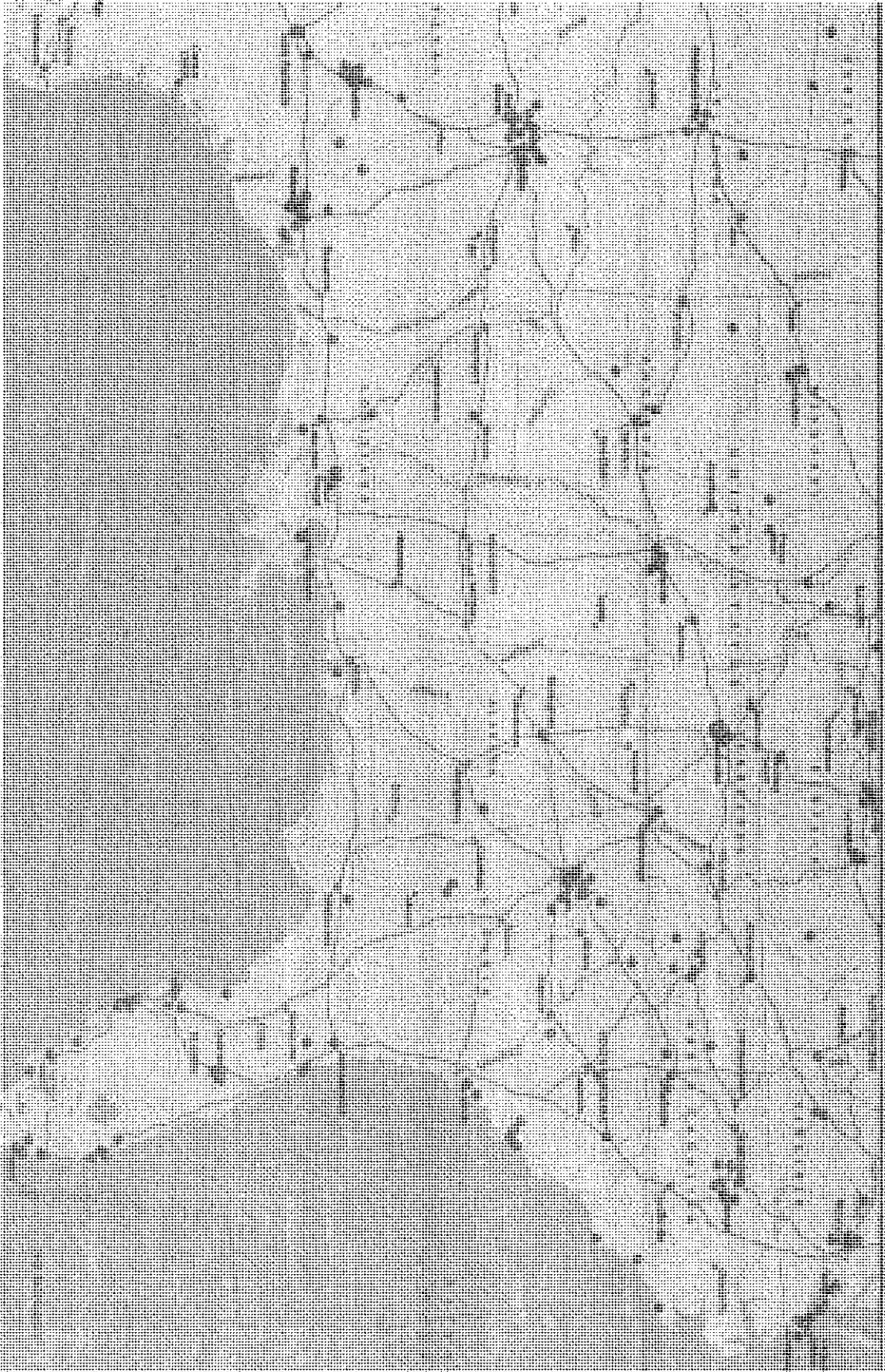




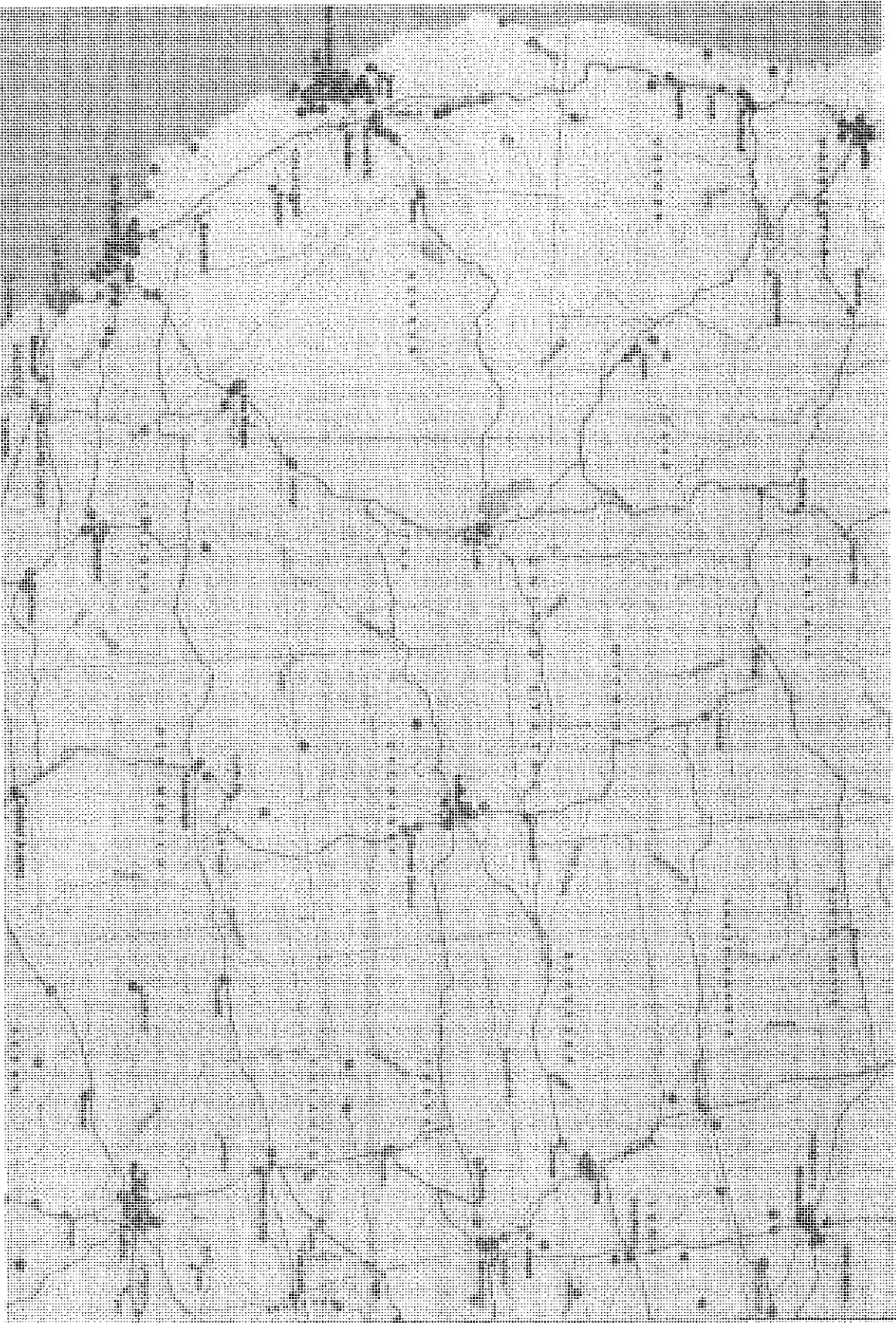
# Top Markets North Eastern U.S.



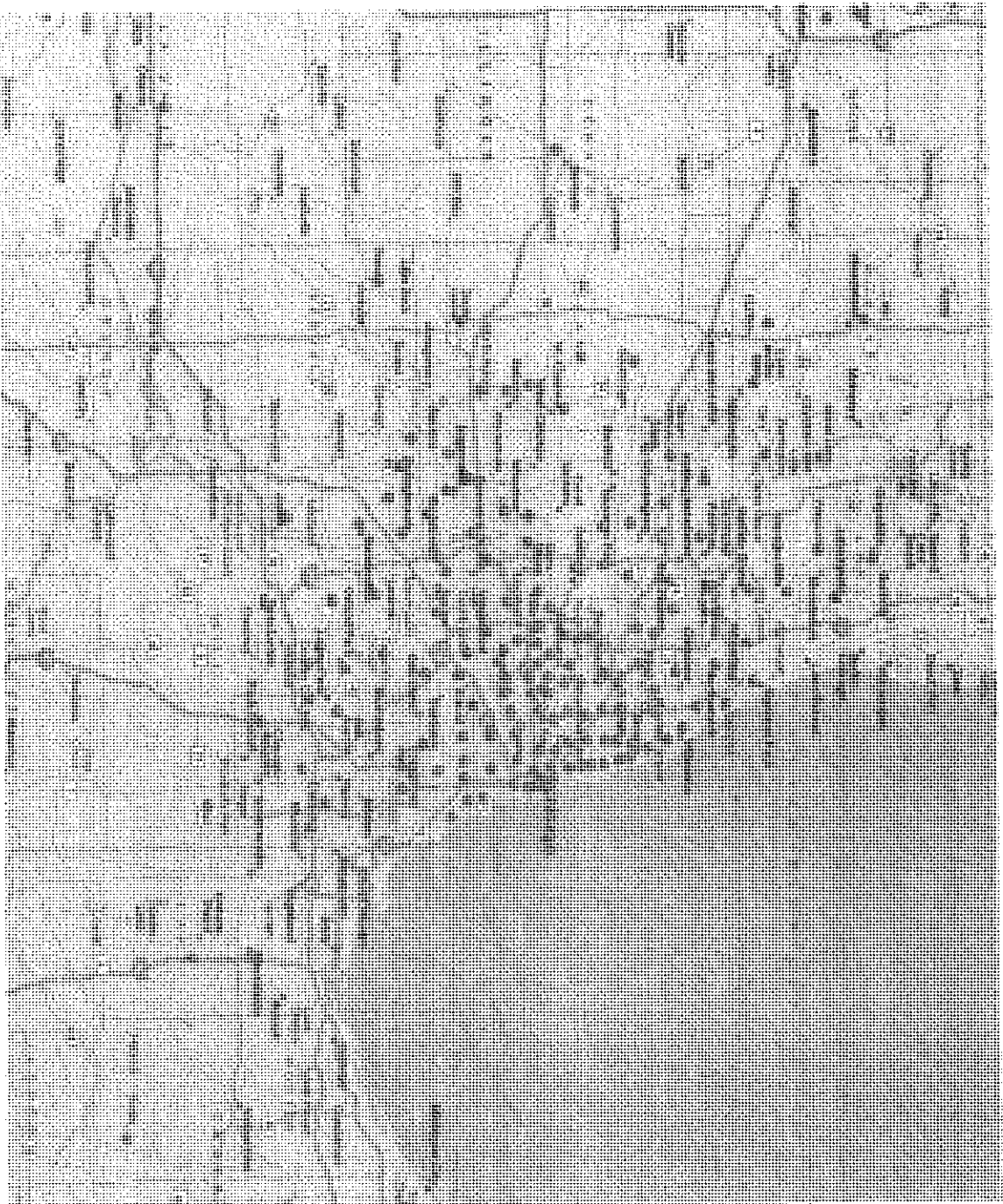
## Top Markets Southern U.S.



**Top Markets Western U.S.**



## Top Origins – Metro Chicago

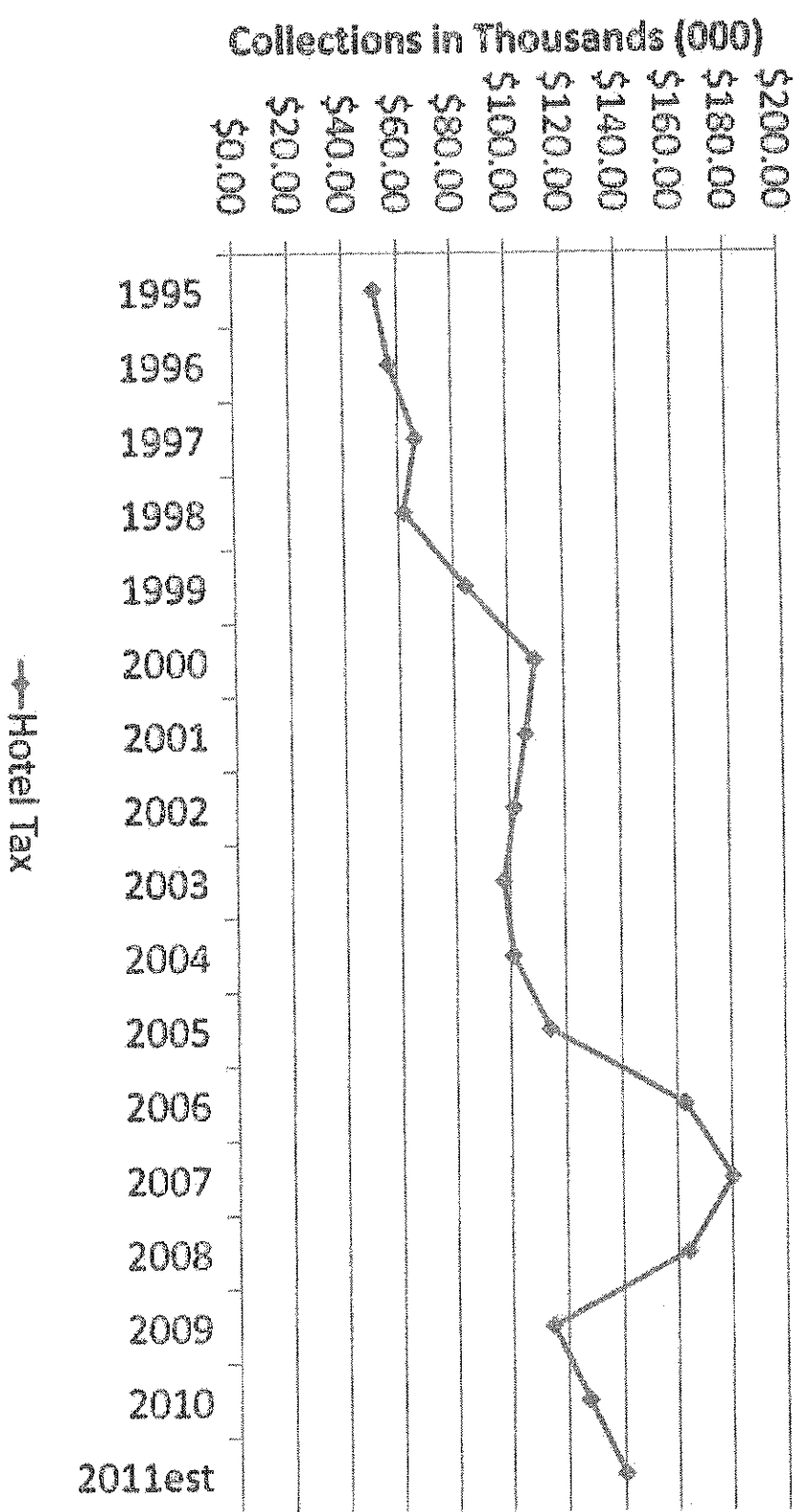




	VOP Gen.		Lodging		Total Visit Oak Park Funding From the VOP	Total +/- in Funding vs. Previous Year
	Rev.	+ or -	Tax	+ or -		
1994	\$217.70		-		\$217.70	\$217.70
1995	\$158.53	(\$59.17)	\$51.57	\$51.57	\$210.10	(\$7.60)
1996	\$193.02	\$34.49	\$56.98	\$5.41	\$250.00	\$39.90
1997	\$133.47	(\$59.55)	\$66.53	\$9.55	\$200.00	(\$50.00)
1998	\$137.86	\$4.39	\$62.14	(\$4.39)	\$200.00	\$0.00
1999	\$115.43	(\$22.43)	\$84.57	\$22.43	\$200.00	-
2000	\$90.21	(\$25.22)	\$109.79	\$25.22	\$200.00	-
2001	\$93.71	\$3.50	\$106.29	(\$3.50)	\$200.00	-
2002	\$148.20	\$54.49	\$101.80	(\$4.49)	\$250.00	\$50.00
2003	\$152.01	\$3.81	\$97.99	(\$3.81)	\$250.00	-
2004	\$148.82	(\$3.19)	\$101.18	\$3.19	\$250.00	\$0.00
2005	\$135.65	(\$13.17)	\$114.35	\$13.17	\$250.00	-
2006	\$117.13	(\$18.52)	\$162.87	\$48.52	\$280.00	\$30.00
2007	\$129.54	\$12.41	\$180.46	\$17.59	\$310.00	\$30.00
2008	\$144.05	\$14.51	\$163.95	(\$16.51)	\$308.00	(\$2.00)
2009	\$105.94	(\$38.11)	\$114.86	(\$49.09)	\$220.80	(\$87.20)
2010	\$74.95	(\$30.99)	\$127.69	\$12.83	\$202.64	(\$18.16)
2011 est.	\$62.18	(\$12.77)	\$140.46	\$12.77	\$202.64	-

5 Year Average      \$103.30   (\$10.99)   \$145.48   (\$4.48)      \$248.82      (\$15.47)

# The Village of Oak Park Hotel Tax Collection Performance



### **Economic Development Coordinator**

This position will take the lead in organizing, implementing and facilitating the Oak Park Main Street Program, which is expected to remain in place for a minimum of five years.

The Main Street Initiative will tap local, state and national expertise through the National Main Street Program to strengthen Oak Park Business Districts who are interested and in a state of readiness to meet regularly in pursuit of the proven main street principles.

The Economic Development Coordinator will play an important role in communicating business district growth opportunities to the Business Services Department, and business recruitment needs to the Oak Park Development Corporation. The Economic Development Coordinator will also serve as a conduit to the BPS Department to pro-actively enforce code issues as problem properties are identified in a business district.

As well as being alert to grant opportunities, the individual filling this position will also be available to the Village to support targeted business recruitment initiatives as developed by each district based upon the recent village retail study.

The position will require extensive economic development experience and sales experience.

The salary range for the position is from \$55,000 to \$75,000 and is budgeted at \$125,000 including fringe benefits, travel and initiative materials.



Date: December 1, 2011  
To: President Pope and Village Board of Trustees  
From: Tom Barwin, Village Manager  
Re: Garfield TIF Budget

### **BACKGROUND**

The relatively small Garfield Tax Increment Finance District at Harlem and Garfield was established in May of 1993 to facilitate the redevelopment of the area. The relatively small (7.6 acres) service and business district area includes an auto dealership, a small shopping plaza, a United States Post Office and is adjacent to a cement manufacturer. While small, the area represents an important sales tax base and is a south side gateway to Forest Park and the Harlem I-290 exchange. The redevelopment plan calls for district improvements to stabilize and grow the tax base.

Over the past several years, the Village has been in ongoing conversations with private developers interested in building and/or expanding in the area, thereby creating additional tax base and jobs in this south side neighborhood. The recession has delayed the private investors from moving forward with their plans, although at least two investors remain interested in pursuing them.

As a small district funds have accrued slowly. Although the \$713,865 which will have accrued in the Garfield TIF district by 12/31/11 is relatively modest, enough has accrued to implement final TIF economic development investments in this key south side redevelopment project area.

### **RECOMMENDATION**

Staff recommends the following 2012-2014 investments related to stabilizing and improving the tax base of the Garfield TIF District:

- a) District Gateway and pedestrian-safety and economic enhancements be designed and engineered in 2012 for 2013 construction and implementation. Estimated costs for plan development, \$50,000. To be completed and reviewed by the Board by September, 2012.
- b) Complete discussions with private investors who have expressed an interest to build or grow within the redevelopment project area, complete discussions and or agreements by September, 2012.



- c) Construct gateway public improvements in the District in 2013 – 2014 timeframe at a preliminary estimated cost of \$500,000.

Recommended Board Resolution:

Moved by \_\_\_\_\_ seconded by \_\_\_\_\_ to approve of the above staff recommendations and action plan to authorize redevelopment projects and enhance the economic growth of the Garfield Tax Increment Finance District Tax Base 2012 thru 2014.



# Oak Park

## 2007 TIF Map




### Village of Oak Park, IL

Community Planning & Development






Corrected to April 5, 2007  
Population as of 2000 Census: 52,524  
Estimated Population as of 2005 from the U.S. Census: 50,757

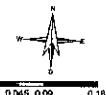
#### Legend

##### TIF Districts

-  Greater Downtown Tax Increment Area
-  Harlem Avenue & Garfield Street Tax Increment Area
-  Madison Street Tax Increment Area

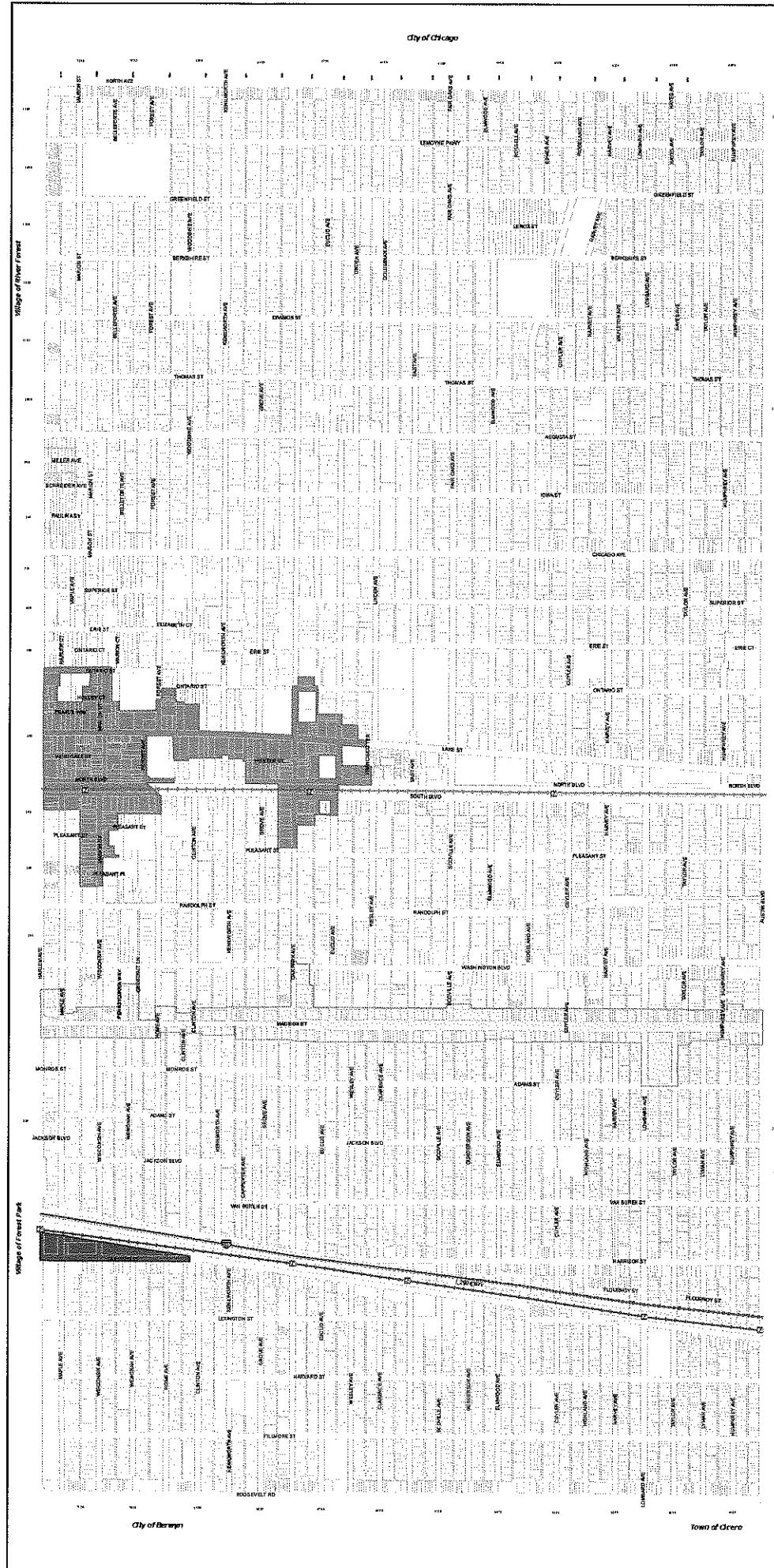
#### Transportation

-  CTA Stations
-  Blue Line - CTA Train
-  Green Line - CTA Train
-  I-290
-  P-R Public ROW



1 inch equals 9.1 miles

DISCLAIMER: This document is provided as a public service and is not intended to constitute any form of professional advice. It is provided for informational purposes only. The Village of Oak Park is not responsible for any inaccuracies or omissions. If you have any questions, please contact the Oak Park Community Planning and Development Department.



Village of River Forest

Village of Forest Park

City of Berwyn

Town of Cicero

# VILLAGE OF OAK PARK

D

## CITIZEN ADVISORY BOARD AND COMMISSION

### AGENDA ITEM COMMENTARY

**Item Title: Motion to Receive the Madison Street Infrastructure Streetscape Plan and Direct Staff to Prepare for Further Board Review in the First Quarter of 2012**

Resolution or Ordinance No. \_\_\_\_\_

Date of Board Action: December 5, 2011

Submitted by: Madison Street Streetscape Steering Committee

Staff Members & Reviewers: Craig Failor, Village Planner  
Loretta Daly, Business Services Manager

Department Director Names:



Village Manager's Office:

\_\_\_\_\_

**Citizen Advisory Board or Commission Issue Processing (Dates of Related Commission Meetings):** As the result of a Request for Qualifications (RFQ) process in October 2010 where twelve (12) respondents provided their qualifications and where the top three (3) consultants were interviewed, staff recommended *Altamanu, Inc* as the preferred consultant. The selection committee consisted of representation from planning, business services, forestry, public works, engineering, parking, and the Madison Street Coalition / Madison Street Business Association. *Altamanu, Inc.* brought two sub-consultants as members of their project team; *Christopher B. Burke Engineering* who has worked on multiple streetscape and bike projects and *Sam Schwartz Engineering* who specializes in innovative integrated traffic solutions and was heavily involved with the "greening" of New York City and expansion of their bike system.

The Village Board approved the Resolution Authorizing the Execution of a Contract with *Altamanu, Inc.* to Prepare Streetscape Design Scenarios for Madison Street in an amount not to exceed \$100,000 for Phase 1 at their November 22, 2010 meeting. The Consultant began work on this project in December 2010.

In early December staff recommended, and the Board supported, a Committee that consisted of the Madison Street Coalition members as well as various staff for a total of seventeen (17) members. They are as follows: Dennis Marani, Madison Street Business Association and Chairperson of the Madison Street Coalition; Gary Balling, Park District of Oak Park; Ed Solan, Oak Park Residence Corp.; Therese O'Neill, School District 97; Michele Kruegel, BALANCE (resident group); Jim Kaese, Oak Park - Rush Hospital; Sara Faust, Oak Park Development Corp.; Bill Murphy, Neighbors for Madison Renewal (resident group); Rebecca Paulson, Resident-at-large; Eric Thompson, U. S. Bank; Craig Failor, Village of Oak Park -Planning; Loretta Daly, Village of Oak Park -Business; John Wielebnicki, Village of Oak

Park –Public Works; Jim Budrick or Lori Brown, Village of Oak Park – Engineering; K.C. Poulos, Village of Oak Park –Sustainability; Doug Kaarre, Village of Oak Park – Historic Preservation; Tom Barwin, Village of Oak Park – Manager. On the most part, this Committee met each month, sometimes twice a month throughout the process until such a time the Consultants had a final product.

The Committee along with the Consultant held two public input meetings held at Julian Middle School in May and June 2011. Approximately 2, 500 postcards were mailed to property and business owners along the corridor. Prior to that, the Consultants presented to the Madison Street Business Association in April 2011.

Also in April 2011 the Village staff submitted for a CMAQ (Congestion Mitigation and Air Quality) grant through CMAP (Chicago Metropolitan Agency for Planning) for proposed bike lanes. In July we were informed that CMAP has released their recommendations for CMAQ grants for 2012 through 2016. The Village has been awarded \$570,000 for bike lane along Madison Street between Home Avenue and Lombard Avenue. The Village’s share of this project would be 20%. The matching funds should be included in the upcoming budget based on the year projected.

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

In October 2010, the Village Board adopted a Resolution that supports the Complete Streets concept which indicates that a Village-wide policy be crafted. The Consultant has incorporated this concept into their streetscape recommendation for Madison Street. The Complete streets concept is to provide equal opportunity to all modes of transportation which includes bicycling, vehicular, walking, public transportation in order to reduce traffic congestion while improving air quality and in general quality of life. The Consultants also introduced the concept of a “Road Diet” for this project which reduces the number of travel lanes (in this case four to three) in order to promote better mobility, better access for pedestrians, bicyclists, and transit riders. Road diets can also reduce accidents counts and extreme speeds and make shopping / doing business more comfortable

Public reaction was mixed. The attached emails represent similar concerns, such as creating more traffic in adjacent neighborhoods, the need for a wider roadway for quick trips from one end of Madison Street to the other, the need for more parking for businesses. Those in favor suggest the new street would improve safety for children as many cross Madison street, safer street for bicyclists, more green space, etc. Their concerns are overshadowed by the positives they feel will be added to the street. The Madison Street Business Association met with the consultants to hear their recommendation. The reaction was generally positive.

The Committee narrowed their recommendation to two scenarios. The physical difference between the two is the placement of the bicycle lane. One option is to provide a “protected” lane placed between the parked car and sidewalk. The other option is to place the lane along side the travel lane adjacent the on-street parking lane. This option would provide a wider lane to accommodate space for open doors of parked vehicles. The Committee, after several meetings, discussions, reviews, supports the proposed streetscape designs which incorporate Complete Streets concept, a Road Diet, including the removal of the planted center median with a protected bicycle lane.

**Staff Commentary (If applicable or different than Commission):** The purpose of this presentation is to inform the Village Board of the proposed streetscape options and the discussion that led to the consultant and committee's recommendation. The Village Board may wish to, and staff recommends, have a more in depth discussion of this project at a later date. However, the Village Board should consider encumbering TIF funds for this project before the end of this year in order to secure TIF funding for this project if there is a desire for implementation in any configuration as proposed or mentioned below under options.

Staff recommends that the Village Board support the Committee's recommendation and proceed with further discussion on streetscape development, whether full development or partial development of the corridor. It is also staff's recommendation that if full redevelopment of corridor is not approved, then reconsideration of a bike lane installation be discussed. A bike lane should not be introduced to this corridor if reconstruction is not considered.

**Item Budget Commentary: (Account #; Balance; Cost of contract)** Attached to this cover are three cost estimates from our consultants breaking down each element of the project by item and section of the roadway. ALTERNATE 1: The total estimated cost is \$6,897,434. This includes engineering and contingency. ALTERNATE 2: The total estimated cost is \$15,114,810. This option includes an on-street bike lane. This includes engineering and contingency. ALTERNATE 2a (identified below) for improvements from Harlem to Oak Park only is estimated at \$5MM. ALTERNATE 3: The total estimated cost is \$17,327,485. This option includes a protected bike lane. This includes engineering and contingency.

At this time, it has been determined that TIF availability is approximately \$7.7MM. The Village Board will need to determine how this funding and any other funding can support the proposed project, if so desired. If full redevelopment is considered, additional funding sources will need to be identified, such as municipal bonds.

As mentioned above, the Village has been awarded \$570,000 for bike lane improvements along Madison Street between Home Avenue and Lombard Avenue. The Village's share of this project would be 20% (\$114,000). The matching funds should be included in the upcoming budget based on the year projected. The above-mentioned alternates do not include any necessary underground utility improvements or potential contamination. The Village has budgeted \$9.3MM next year for upgrades.

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

*Alternate 1:* Utilize available TIF funds to improve the corridor by installing only selected amenities such as new lighting, street furniture, planters, crosswalks, refuge islands, etc. from Harlem Avenue to Austin Boulevard.

*Alternative 2:* [Recommended Option] Utilize TIF funds and bonding options. Improve corridor by moving parking curbs, adding bike lane and remove medians plus amenities as mentioned in Alt 1.

*Alternative 2a:* Utilize available TIF funds to improve corridor - Leveraging them when possible. Improvements from Harlem to Oak Park Avenue [Phase 1] only could be implemented upon final engineering completion and construction bidding.

*Alternate 3:* Utilize TIF funds and bonding options. Improve corridor by moving parking curbs,

adding bike lane from Home to Oak Park, a bike track from Oak Park to Lombard, and remove medians plus amenities as mentioned in Alt 1.

*Alternative 4:* Do nothing. This would allow the corridor to remain as is with no improvements

NOTE: With Alternatives 1 or 4, installation of a bike lane would not be recommended.

**Proposed Recommended Action:** Per the direction at the last meeting, this item is to receive the report only and a more detailed discussion will be planned for early 2012.

Att – public comments, presentation materials, and preliminary cost estimate



D.

## MEMORANDUM

DATE: December 2, 2011

TO: Thomas W. Barwin, Village Manager

FROM: Craig Failor, Village Planner *[Signature]*

Re: **Madison Street Streetscape – Board Questions**

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Below are responses to Village Board questions from their November 28, 2011 meeting and follow up questions with back up materials attached relative to the Madison Street Streetscape presentation. Staff consulted Altamanu and their sub-consultants for response to some of the questions.

The following are answers to Village Board questions:

1. What is the accident history on Madison Street from Austin to Harlem including accidents reports at any of the intersections, perhaps over a 2 year period, 2010 and 2011 to date and, those specifically involving pedestrians? See *Jim Budrick, Village Engineer memorandum.*
2. What is the typical current vehicular speed information for drivers on Madison? See *Jim Budrick, Village Engineer memorandum.*
3. What are some estimated travel times across Madison and how will the changes impact those times? *We anticipate providing a simulation for this during the 2012 discussion.*
4. Development implications for Oak Park and Madison? **Specific to Madison & OP Ave:** *The creation of a more balanced/complete street that is welcoming to auto, pedestrian, & bike traffic will enhance the potential for a very successful residential/commercial development at this key corner. Additionally, these types of improvements will create an environment that will be more appealing to entertainment operations such as restaurants, micro brews, theaters, etc. A reduction in the number of vehicles per day at this intersection could negatively affect our ability to recruit a big box retailer; however our current traffic counts at this site are not sufficient to meet most big box retailers' current requirements. We also heard that the traffic on Madison Street is about the same a Ridgeland and under capacity.*  
**In General:** *The current traffic patterns along Madison St do not support a healthy and vibrant retail environment. Auto's traveling at 30 - 40 MPH is not cognizant of the shops or services along the street - they are simply trying to get to their end destination as quickly as possible. This reality negates the benefit of high traffic volumes to the commercial entity. Quality vs Quantity - high traffic volumes alone do not provide a benefit to the commercial entity. The current cross section at 120 feet*

*with four lanes of traffic and a median does not foster a cohesive business corridor. There is no real synergy between the north and south sides of the street. Reducing the cross section brings the north and south side together in a more beneficial way. Currently businesses along the corridor do not benefit from parking spaces along the opposite side of the street as very few customers will park on the opposite side of the street and cross over to their destination. By reducing the street width, parking along the opposite side of the street becomes a viable alternative for the consumer.*

5. Does the traffic analysis indicate any extended stops at the more congested corners (Harlem/Madison, Oak Park/Madison) with a redesigned street? For instance, at heavy traffic hours will cars have to wait for two or more green lights before they can pass through an intersection or make a turn? *The traffic analysis carried out by KLOA is a very conservative analysis as it is based on the morning and evening commuter peak hour volumes and assuming no traffic is diverted from Madison Street, which is unlikely. The operation of Madison Street with a road diet under this conservative model will be similar to that along Ridgeland Avenue, Oak Park Avenue and to a lesser extent Roosevelt Road during peak hours. During the peak periods today, these roads experience longer vehicle queues at signalized intersections and, as a result, motorists do not always clear the intersection in one traffic signal cycle. The traffic analysis shows that a portion of the Madison Street traffic will, during the commuter peak periods, require several traffic signal cycles before they can traverse through the higher volume intersections. This is the case today at the intersection with Harlem. However lengthening turn lanes at these intersections can help shorten the duration.*
6. I think this is building on Trustee Lueck's comment from last night: would larger retailers (potential developers at Oak Park/Madison, for instance) look favorably upon a redesigned street? See Answer to No. 4 above.
7. I can see how a road diet can help streets that have stores sitting side by side along the street (like on the Forest Park section of Madison). The concept doesn't seem as workable to me when stores (like McDonald's, etc.) are spaced farther apart because of parking lots and driveways. Did any of the other successful road diet implementations referenced last night have businesses situated as we do on Madison? *Most of the road diets the design team investigated had drive-throughs of some form or other on the street prior to the road diet. The road diet Altamanu Inc. is designing with CBBEL on Lawrence Avenue in Chicago has drive-throughs and grocery stores. We expect these businesses to continue to function after the road diet is constructed. There seems to be many misconceptions about road diets. They do not prevent traffic, or bring traffic to a halt. They slow down and control traffic. It is difficult to get hard numbers for road diets in the US as they are a recent phenomenon however cities in Canada have road diet projects that have been installed for over twenty years*

**.Information from Toronto Ministry of Transportation on Road Diets:** *The goals for the St. George Street in Toronto road diet/revitalization project were to calm traffic, to increase pedestrian and cycling amenities, and in general, to create a more pleasant environment to encourage more use and development. This project was constructed in 1997, where 4 lanes on St. George Street were reduced to 2; sidewalks were widened and bike lanes and greenery was added. Prior to construction, the Toronto Police had regular speed traps along the street. Its capacity exceeded traffic volumes. When the road was narrowed speed was automatically reduced. Drivers also slowed down at pedestrian crossings due to a change in perception and behavior. However, road diets do slow traffic.*

**Traffic collisions decreased:** *The six-year period following road narrowing saw a decrease of 40% in accidents, but By 2003, in 6 years "virtually the same number of cars travelled on the road as prior to construction but at slower speeds".*



**Drive-Throughs:** *Queues for McDonalds and Dunkin' Donuts can still be accommodated by having the continuous left turn lane. We do not expect McDonalds or Jewel to disappear. The road diet may slow traffic but it will not prevent people driving to or entering these businesses. As stated above, queues for these businesses can be accommodated by stacking in the driving lane and other vehicles using the continuous turn lane to go around the queues. It should also be noted that for the majority of the day there will be almost no impact on traffic at all as the traffic numbers outside of rush hour are low.*

8. Are higher speeds on Madison experienced in one area more than another? See *Jim Budrick, Village Engineer's Memorandum.*
9. Finally, I would simply reiterate my colleagues questions last night about how we are going to pay for this and what is the expected return on this investment. *The TIF will be used as well as possibly bonding, and grant monies as available. The Village has received a \$570,000 grant for the bikeway system. The plan can be developed in phases which would spread out the cost over several years. The underground infrastructure work would be funded from the Water and Sewer fund.*
10. Did Altamanu or our Planning staff do an analysis of which immediately adjacent side streets are most likely to be impacted by this, and how that impact is likely to be felt? *This was not in the consultant's scope of work, but we will be analyzing this for our meeting in January.*
11. Has the issue of diverters been seriously considered to minimize impact on side streets? *This was not in the consultant's scope of work, but we will be analyzing this for our meeting in January.*

A topic for the early 2012 discussion with the Village Board should be that a trial period of six months be authorized to implement the proposed traffic configuration with bike lanes between Harlem Avenue and Oak Park Avenue. Attached from Jim Budrick, Village Engineer is a cost estimate for this application.

If you have any questions, please contact me at your convenience.

**Madison Avenue Restriping**  
**Village of Oak Park**  
**Engineering Division**  
**December 1, 2011**

ITEM	Unit	Unit Cost	Qty	Cost
PAVEMENT MARKING REMOVAL	SQ FT	\$4.00	2950	\$11,800.00
RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	\$14.00	175	\$2,450.00
PREFORMED PAVEMENT MARKING TAPE, 4"	LIN FT	\$2.75	5500	\$15,125.00
PREFORMED PAVEMENT MARKING TAPE, 6"	LIN FT	\$4.50	2800	\$12,600.00
PREFORMED PAVEMENT MARKING TAPE, 12"	LIN FT	\$11.00	750	\$8,250.00
THERMOPLASTIC PAVEMENT MARKING, LETTERS AND SYMBOLS	SQ FT	\$19.00	800	\$15,200.00
SIGNAGE	SQ FT	\$27.00	45	\$1,215.00
SIGN POSTS	LIN FT	\$15.00	15	\$225.00
THERMAL CARMERAS AT HOME AVE	EACH	\$15,000.00	1	\$15,000.00
TRAFFIC CONTROL	L SUM	\$5,000.00	1	\$5,000.00
			Sub Total	\$86,865.00
			15% Cont.	\$13,029.75
			<b>Total</b>	<b>\$99,894.75</b>

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	15% Cont.			\$13,029.75
	<b>Total</b>			<b>\$99,894.75</b>

Village of Oak Park  
Department of Public Works  
Engineering Division

**MEMORANDUM**

December 2, 2011

TO: Tom Barwin, Village Manager  
FROM: Jim Budrick, Village Engineer  
RE: Madison Street Speed and Accident Data  
CC: John Wielebnicki, Director of Public Works

This memo is in follow up to the questions raised by Village Board members concerning speed and accident history for Madison Street. The Engineering Division had collected speed and volume data on Madison Street in 2006. Detailed information is illustrated in the attached charts. Speed and volume data was taken at three sections of the street. The following chart summarizes this data:

Section of Madison Street	24 Hour Volume	85 <sup>th</sup> Percentile Speed **
Kenilworth to Clinton	17,213	37 MPH
Gunderson to Scoville	17,845	34 MPH
Lyman to Taylor	17,093	35 MPH

Note: the 85<sup>th</sup> percentile speed is typically the measure used for the establishments of speed limits. This is the speed were 85 percent of the drivers are driving at this speed and below. Madison Street currently has a posted speed limit of 30 MPH.

Based on this data, it appears the drivers on Madison are moving at a comfortable level with little impedance.

The Engineering staff also tabulated the accident history over the three year period of 2008, 2009 and 2010. The data is summarized in the attached table. Over the three years there were 706 reported accidents for the one and a half mile stretch of Madison. A similar accident summary was done on Madison Street about 25 years ago for the years 1984, 1985 and 1986. At that time the total number of accidents for three years was 540. The latest data indicates the number of accidents have increased 30 percent along the same stretch of Madison.

Based on this data, it appears that accidents have increased substantially and countermeasures need to be considered in any future re-designs of the street.

Should you need any additional information please let me know.

1/2006

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Fish Transportation Group  
801 South Blvd Suite 5  
Oak Park, IL 60302

Oak Park  
Madison Street  
Kenilworth & Clinton

EB, WB	Start Time	0	11	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	120	Total	Pace Speed	Number in Pace
	01/17/06	0	0	0	0	0	1	1	26	30	35	40	33	40	5	5	1	0	0	0	0	0	0	0	0	0	0	0	106	30-39	73
	01:00	0	0	0	0	0	3	11	23	15	23	15	15	15	4	4	0	0	0	0	0	0	0	0	0	0	0	0	56	30-39	38
	02:00	0	0	0	1	1	2	6	8	12	20	12	12	12	4	4	1	0	0	0	0	0	0	0	0	0	0	0	48	31-40	34
	03:00	0	0	0	0	0	2	8	17	23	37	23	23	23	8	8	2	0	0	0	0	0	0	0	0	0	0	47	28-37	32	
	04:00	0	1	0	0	0	2	17	33	33	89	71	71	71	15	15	2	0	0	0	0	0	0	0	0	0	0	90	29-38	60	
	05:00	0	1	1	12	19	112	239	176	176	24	24	24	24	24	24	14	0	0	0	0	0	0	0	0	0	0	218	31-40	160	
	06:00	7	1	1	21	71	269	464	208	208	47	47	47	47	47	47	3	0	0	0	0	0	0	0	0	0	0	604	31-40	415	
	07:00	21	8	6	25	142	370	413	206	206	32	32	32	32	32	32	3	0	0	0	0	0	0	0	0	0	0	1112	26-35	733	
	08:00	19	6	3	24	99	306	348	172	172	36	36	36	36	36	36	3	0	0	0	0	0	0	0	0	0	0	1216	26-35	783	
	09:00	10	3	6	15	68	292	307	118	118	31	31	31	31	31	31	1	0	0	0	0	0	0	0	0	0	0	1001	26-35	654	
	10:00	6	6	6	15	19	119	325	115	115	11	11	11	11	11	11	1	0	0	0	0	0	0	0	0	0	0	844	26-35	599	
	11:00	6	7	5	30	143	347	280	109	109	14	14	14	14	14	14	0	0	0	0	0	0	0	0	0	0	0	935	26-35	657	
	12 PM	18	5	6	18	104	335	337	136	136	20	20	20	20	20	20	4	0	0	0	0	0	0	0	0	0	0	946	26-35	627	
	13:00	9	6	16	34	137	317	328	154	154	22	22	22	22	22	22	3	0	0	0	0	0	0	0	0	0	0	969	26-35	672	
	14:00	26	7	7	52	170	429	302	116	116	10	10	10	10	10	10	1	0	0	0	0	0	0	0	0	0	0	1037	26-35	645	
	15:00	25	7	11	23	167	440	381	119	119	6	6	6	6	6	6	3	0	0	0	0	0	0	0	0	0	0	1112	26-35	731	
	16:00	30	11	6	30	163	401	403	113	113	18	18	18	18	18	18	2	0	0	0	0	0	0	0	0	0	0	1180	26-35	821	
	17:00	20	6	6	13	107	386	378	170	170	13	13	13	13	13	13	3	0	0	0	0	0	0	0	0	0	0	1156	26-35	804	
	18:00	14	4	5	7	62	258	359	135	135	17	17	17	17	17	17	1	0	0	0	0	0	0	0	0	0	0	1090	26-35	764	
	19:00	5	5	3	1	52	181	283	127	127	20	20	20	20	20	20	1	0	0	0	0	0	0	0	0	0	0	849	26-35	617	
	20:00	1	3	5	6	33	164	247	107	107	5	5	5	5	5	5	0	0	0	0	0	0	0	0	0	0	0	669	26-35	464	
	21:00	6	7	1	10	17	60	131	76	76	20	20	20	20	20	20	5	0	0	0	0	0	0	0	0	0	0	573	26-35	411	
	22:00	7	1	0	10	17	60	131	76	76	20	20	20	20	20	20	5	0	0	0	0	0	0	0	0	0	0	327	31-40	207	
	23:00	4	0	0	1	14	51	94	54	54	13	13	13	13	13	13	2	0	0	0	0	0	0	0	0	0	0	233	30-39	149	
	Total	234	104	347	1699	5144	5854	2580	400	400	56	56	56	56	56	56	0	0	0	0	0	0	0	0	0	0	0	16418			
	Percent	1.4%	0.6%	2.1%	10.3%	31.3%	35.7%	15.7%	2.4%	2.4%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

AMI	Peak	Vol.	21	8	25	142	370	208	47	14	1216	08:00
PM	Peak	Vol.	16:00	14:00	15:00	15:00	16:00	18:00	14:00	22:00	16:00	1180
	Peak	Vol.	30	16	52	170	440	170	22	5	1180	

Fish Transportation Group  
801 South Blvd Suite 5  
Oak Park, IL 60302

Oak Park  
Madison Street  
Kenilworth & Clinton

Start Time	0	11	16	21	26	31	36	41	46	51	56	61	66	71	Total	Pace Speed	Number in Pace
01:00	10	15	20	25	30	35	40	45	50	55	60	65	70	75	135	31-40	99
02:00	0	2	0	1	21	27	32	37	42	47	52	57	62	67	82	28-37	50
03:00	0	0	3	1	13	20	27	34	41	48	55	62	69	76	54	28-37	35
04:00	1	1	0	2	7	15	18	22	26	30	34	38	42	46	46	31-40	33
05:00	3	1	0	6	6	16	30	2	1	0	0	0	0	0	65	31-40	46
06:00	0	1	3	2	36	102	72	10	2	0	0	0	0	0	228	31-40	174
07:00	3	2	7	24	108	227	187	42	6	0	0	0	0	0	606	31-40	414
08:00	11	8	10	78	246	459	303	61	6	0	0	0	0	0	1182	31-40	762
09:00	25	12	17	80	306	423	297	51	10	0	0	0	0	0	1221	26-35	729
10:00	12	2	14	66	226	410	215	58	7	0	0	0	0	0	1010	26-35	636
11:00	7	7	19	53	201	382	212	45	5	0	0	0	0	0	931	31-40	594
12:00	6	5	8	48	191	370	198	25	2	0	0	0	0	0	853	30-39	568
13:00	9	5	19	59	221	333	222	42	3	0	0	0	0	0	913	28-37	556
14:00	7	3	15	85	275	369	181	26	2	0	0	0	0	0	963	26-35	644
15:00	14	10	21	152	370	393	153	26	2	0	0	0	0	0	1141	26-35	763
16:00	10	14	32	161	374	422	141	30	3	0	0	0	0	0	1187	26-35	796
17:00	28	9	49	179	404	328	119	13	4	0	0	0	0	0	1133	26-35	732
18:00	22	18	46	173	422	364	106	15	0	0	0	0	0	0	1166	26-35	786
19:00	9	6	30	160	416	427	128	23	5	0	0	0	0	0	1204	26-35	843
20:00	15	26	22	72	256	335	141	17	4	0	0	0	0	0	888	26-35	591
21:00	9	5	12	37	225	353	113	21	1	0	0	0	0	0	776	26-35	578
22:00	6	4	12	39	165	292	110	18	3	0	0	0	0	0	649	26-35	457
23:00	2	1	5	22	97	198	114	27	5	0	0	0	0	0	471	31-40	312
23:00	0	3	8	15	46	108	105	22	2	0	0	0	0	0	309	31-40	213
Total	199	145	353	1521	4653	6437	3235	592	78	0	0	0	0	0	17213		
Percent	1.2%	0.8%	2.1%	8.8%	27.0%	37.4%	18.8%	3.4%	0.5%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM	08:00	08:00	10:00	08:00	08:00	07:00	07:00	07:00	08:00	08:00	08:00	08:00	08:00	08:00	08:00		
Peak	Vol.	25	12	19	80	306	459	61	10						1221		
PM	Peak	16:00	19:00	16:00	16:00	17:00	18:00	12:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00		
Vol.	Peak	28	26	49	179	422	427	42	5						1204		
Total	Percent	433	249	700	3220	9797	12291	992	134	0	0	0	0	0	33631		
Percent	Percent	1.3%	0.7%	2.1%	9.6%	29.1%	36.5%	2.9%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile :	26 MPH
50th Percentile :	31 MPH
85th Percentile :	37 MPH
95th Percentile :	40 MPH
10 MPH Pace Speed :	26-35 MPH
Number in Pace :	22088
Percent in Pace :	65.7%
Number of Vehicles > 30 MPH :	19232
Percent of Vehicles > 30 MPH :	57.2%
Mean Speed(Average) :	31 MPH

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801 South Blvd Suite 5  
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Oak Park  
Madison St  
between Gunderson and Scoville

EB, WB	Start Time	10	11	15	16	20	21	25	26	31	35	36	40	41	45	50	51	55	56	60	61	65	66	70	71	120	Total	Pace Speed	Number in Pace	
	01:23:06	0	0	0	7	26	28	41	28	41	35	28	40	6	6	0	0	0	0	0	0	0	0	0	0	0	136	28-37	71	
	01:00	0	0	0	3	18	5	11	11	12	12	11	11	3	3	0	0	0	0	0	0	0	0	0	0	0	52	26-35	30	
	02:00	1	1	1	4	5	5	11	11	11	11	8	8	2	1	0	0	0	0	0	0	0	0	0	0	0	44	26-35	22	
	03:00	0	1	1	2	10	5	19	10	19	19	8	8	2	2	0	0	0	0	0	0	0	0	0	0	0	47	26-35	29	
	04:00	0	0	0	4	10	16	32	16	32	32	18	18	6	1	0	0	0	0	0	0	0	0	0	0	0	87	29-38	51	
	05:00	0	2	2	7	54	9	78	54	78	78	52	52	10	1	0	0	0	0	0	0	0	0	0	0	0	213	27-36	133	
	06:00	4	2	2	17	43	43	145	43	145	215	134	172	22	22	4	0	0	0	0	0	0	0	0	0	0	586	26-35	360	
	07:00	9	4	4	39	158	158	359	359	430	430	172	172	36	36	4	0	0	0	0	0	0	0	0	0	0	1211	26-35	789	
	08:00	9	13	13	72	269	269	448	448	404	404	139	22	22	22	2	0	0	0	0	0	0	0	0	0	0	1378	26-35	852	
	09:00	5	8	8	42	129	129	298	298	342	342	134	26	26	2	0	0	0	0	0	0	0	0	0	0	0	986	26-35	640	
	10:00	7	9	9	32	120	120	315	315	268	268	83	20	20	2	0	0	0	0	0	0	0	0	0	0	0	856	26-35	583	
	11:00	5	14	14	37	146	146	331	331	326	326	70	10	10	1	0	0	0	0	0	0	0	0	0	0	0	940	26-35	657	
	12 PM	2	9	9	59	161	161	316	316	329	329	105	13	13	2	0	0	0	0	0	0	0	0	0	0	0	996	26-35	645	
	13:00	5	12	12	49	180	180	385	385	349	349	89	10	10	3	0	0	0	0	0	0	0	0	0	0	0	1082	26-35	734	
	14:00	6	14	14	81	289	289	435	435	271	271	72	13	13	4	0	0	0	0	0	0	0	0	0	0	0	1185	21-30	724	
	15:00	3	22	22	105	333	333	464	464	299	299	81	11	11	4	0	0	0	0	0	0	0	0	0	0	0	1319	21-30	797	
	16:00	9	29	29	92	345	345	475	475	318	318	68	6	6	1	0	0	0	0	0	0	0	0	0	0	0	1343	21-30	820	
	17:00	9	21	21	169	449	449	511	511	250	250	56	2	2	0	0	0	0	0	0	0	0	0	0	0	0	1467	21-30	960	
	18:00	8	22	22	126	347	347	490	490	290	290	43	6	6	1	0	0	0	0	0	0	0	0	0	0	0	1333	21-30	837	
	19:00	5	5	5	74	147	147	301	301	254	254	61	12	12	0	0	0	0	0	0	0	0	0	0	0	0	859	26-35	555	
	20:00	1	2	2	50	129	129	238	238	181	181	72	5	5	0	0	0	0	0	0	0	0	0	0	0	0	678	26-35	419	
	21:00	0	2	2	37	84	84	167	167	119	119	50	4	4	0	0	0	0	0	0	0	0	0	0	0	0	463	26-35	286	
	22:00	0	1	1	20	32	32	125	125	130	130	43	8	8	0	0	0	0	0	0	0	0	0	0	0	0	359	26-35	255	
	23:00	0	2	2	11	28	28	77	77	69	69	43	5	5	1	0	0	0	0	0	0	0	0	0	0	0	236	26-35	146	
	Total	88	195	195	1139	3449	3449	6017	6017	5037	5037	1640	260	260	31	31	0	0	0	0	0	0	0	0	0	0	17856			
	Percent	0.5%	1.1%	1.1%	6.4%	19.3%	19.3%	33.7%	33.7%	28.2%	28.2%	9.2%	1.5%	1.5%	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				
AM	Peak	07:00	11:00	08:00	08:00	08:00	08:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00	08:00	08:00	08:00	08:00	08:00	08:00	08:00	08:00	08:00	08:00	08:00	08:00			
Vol.	Peak	9	14	14	72	269	269	448	448	430	430	172	36	36	4	4	4	4	4	4	4	4	4	4	4	4	1378			
PM	Peak	16:00	16:00	17:00	17:00	17:00	17:00	17:00	17:00	13:00	13:00	12:00	12:00	12:00	12:00	14:00	14:00	14:00	14:00	14:00	14:00	14:00	14:00	14:00	14:00	14:00	17:00			
Vol.	Peak	9	29	29	169	449	449	511	511	349	349	105	13	13	4	4	4	4	4	4	4	4	4	4	4	4	1467			

Fish Transportation Group  
 801 South Blvd Suite 5  
 Oak Park, IL 60302

Oak Park  
 Madison St  
 between Gunderson and Scoville

EB, WB

Start Time	0	11	16	21	26	31	36	41	46	51	56	61	66	71	Pace Speed	Number in Pace
01:24:06	10	15	20	25	30	35	40	45	50	55	60	65	70	75	26-35	90
01:00	0	0	2	8	32	58	22	7	0	0	0	0	0	0	26-35	74
02:00	0	1	3	8	24	26	11	1	0	0	0	0	0	0	26-35	59
03:00	0	2	4	11	5	9	7	2	1	0	0	0	0	0	17-26	41
04:00	0	0	4	15	18	25	12	1	0	0	0	0	0	0	26-35	75
05:00	0	2	11	29	64	92	23	2	1	0	0	0	0	0	26-35	224
06:00	2	1	13	58	188	267	106	15	0	0	0	0	0	0	26-35	650
07:00	43	38	97	222	388	330	92	2	0	0	0	0	0	0	26-35	1212
08:00	155	99	170	259	312	202	36	1	0	0	0	0	0	0	21-30	1234
09:00	2	12	58	153	354	315	84	14	0	0	0	0	0	0	26-35	992
10:00	3	16	52	178	259	274	70	8	0	0	0	0	0	0	26-35	860
11:00	6	19	66	165	364	285	68	6	0	0	0	0	0	0	26-35	979
12 PM	4	19	90	204	371	238	70	3	0	0	0	0	0	0	26-35	999
13:00	4	8	78	235	471	238	60	6	0	0	0	0	0	0	24-33	709
14:00	5	22	103	318	417	270	74	5	0	0	0	0	0	0	21-30	1214
15:00	4	31	100	315	519	290	60	11	1	0	0	0	0	0	21-30	1331
16:00	7	15	117	322	536	265	71	5	0	0	0	0	0	0	21-30	1338
17:00	6	20	123	368	592	244	37	2	0	0	0	0	0	0	21-30	1392
18:00	9	22	109	368	473	215	23	4	1	0	0	0	0	0	21-30	1224
19:00	2	6	61	182	351	225	40	3	0	0	0	0	0	0	26-35	870
20:00	1	6	60	136	218	210	42	1	1	0	0	0	0	0	26-35	675
21:00	0	31	31	89	200	185	35	2	0	0	0	0	0	0	26-35	543
22:00	1	1	14	64	135	154	46	8	1	0	0	0	0	0	26-35	424
23:00	0	1	13	21	73	84	38	3	3	0	0	0	0	0	26-35	236
Total	254	343	1384	3734	6382	4520	1136	113	9	0	0	0	0	0		17875
Percent	1.4%	1.9%	7.7%	20.9%	35.7%	25.3%	6.4%	0.6%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%		0.0%
AM Peak Vol.	08:00	08:00	08:00	08:00	07:00	07:00	06:00	06:00	03:00							08:00
PM Peak Vol.	15:00	15:00	17:00	17:00	17:00	15:00	14:00	15:00	23:00							17:00
Total	9	31	123	368	592	290	74	11	3							1392
Percent	1.0%	1.5%	7.1%	20.1%	34.7%	26.7%	7.8%	1.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%		35731

Stats	10 MPH Pace Speed	26-35 MPH Number in Pace	Percent in Pace	Number of Vehicles > 30 MPH	Percent of Vehicles > 30 MPH	Mean Speed(Average)
15th Percentile :	22 MPH					
50th Percentile :	28 MPH					
85th Percentile :	34 MPH					
95th Percentile :	38 MPH					
10 MPH Pace Speed :	26-35 MPH					
Number in Pace :	21956					
Percent in Pace :	61.4%					
Number of Vehicles > 30 MPH :	12746					
Percent of Vehicles > 30 MPH :	35.7%					
Mean Speed(Average) :	28 MPH					





Fish Transportation Group  
801 South Blvd Suite 5  
Oak Park, IL 60302

Oak Park  
Madison St  
Between Lyman and Taylor

Start Time	0	11	16	21	26	31	36	41	46	51	56	61	66	71	Total	Pace Speed	Number in Pace	
01/24/06	10	15	20	25	30	35	40	45	50	55	60	65	70	75	161	26-35	109	
01:00	0	0	0	21	60	49	20	10	1	0	0	0	0	0	95	26-35	62	
02:00	0	0	2	11	29	33	18	2	0	0	0	0	0	0	53	24-33	27	
03:00	0	0	1	9	14	13	10	2	0	0	0	0	0	0	32	25-34	21	
04:00	0	0	2	5	12	9	4	0	0	0	0	0	0	0	75	26-35	47	
05:00	0	2	3	11	18	29	11	1	0	0	0	0	0	0	173	26-35	120	
06:00	0	0	5	18	50	70	28	2	0	0	0	0	0	0	565	26-35	379	
07:00	0	2	16	51	148	231	104	12	1	0	0	0	0	0	1161	26-35	745	
08:00	7	11	63	135	324	421	168	29	3	0	0	0	0	0	1320	26-35	849	
09:00	5	8	62	183	396	453	192	20	1	0	0	0	0	0	1010	26-35	650	
10:00	4	12	47	159	316	334	120	13	5	0	0	0	0	0	812	26-35	525	
11:00	3	7	35	117	251	274	106	17	2	0	0	0	0	0	896	26-35	555	
12 PM	4	12	60	188	342	256	87	13	3	0	0	0	0	0	965	26-35	598	
13:00	2	8	59	190	419	287	78	15	3	0	0	0	0	0	1061	26-35	706	
14:00	7	6	51	193	402	350	94	16	2	0	0	0	0	0	1121	26-35	752	
15:00	7	9	60	260	424	364	86	12	1	0	0	0	0	0	1223	26-35	788	
16:00	1	14	83	219	465	388	76	11	1	0	0	0	0	0	1258	26-35	853	
17:00	8	11	57	270	513	362	68	9	0	0	0	0	0	0	1298	26-35	875	
18:00	6	11	63	204	463	338	73	8	3	0	0	0	0	0	1169	26-35	801	
19:00	2	3	35	123	280	262	98	8	0	0	0	0	0	0	811	26-35	542	
20:00	2	2	31	108	195	212	74	3	2	0	0	0	0	0	629	26-35	407	
21:00	0	2	15	65	188	214	42	15	1	0	0	0	0	0	542	26-35	402	
22:00	0	3	12	53	124	155	68	5	1	0	0	0	0	0	421	26-35	279	
23:00	0	0	8	30	52	107	39	5	1	0	0	0	0	0	242	26-35	159	
Total	59	134	832	2798	5772	5479	1745	243	31	0	0	0	0	0	17093			
Percent	0.3%	0.8%	4.9%	16.4%	33.8%	32.1%	10.2%	1.4%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak Vol.	7	12	63	183	396	453	192	29	5						1320			
PM Peak Vol.	8	14	83	270	513	388	98	16	3						1700			
Total	122	254	1578	5327	11468	10922	3581	501	58	0	0	0	0	0	33811			
Percent	0.4%	0.8%	4.7%	15.8%	33.9%	32.3%	10.6%	1.5%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
15th Percentile:	23 MPH																	
50th Percentile:	30 MPH																	
85th Percentile:	35 MPH																	
95th Percentile:	39 MPH																	

Stats	10 MPH Pace Speed	26-35 MPH
Number in Pace	22390	
Percent in Pace	66.2%	
Number of Vehicles > 30 MPH	15062	
Percent of Vehicles > 30 MPH	44.5%	
Mean Speed(Average)	29 MPH	


D.

>>> Village of Oak Park <<< Reported vehicle crashes on Madison Street between Harlem Avenue and Austin Boulevard for the 36 month period between November 2008 and October 2011 source = VOP police reports			Collision Type															Injury Type				
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total Crashes	No Injury	Injury	Fatal	Total Injuries
Intersection	Mid-block Segment		Pedestrian	Pedal-cyclist	Train	Animal	Overturned	Fixed object	Other object	Other non collision	Parked motor vehicle	Turning	Rear end	Sideswipe same direction	Sideswipe opposite direction	Head on	Angle	Total Crashes	No Injury	Injury	Fatal	Total Injuries
	From	To																				
Harlem Ave			1	0	0	0	0	1	0	0	2	3	19	11	0	0	9	46	41	5	0	46
	Harlem Ave	Maple Ave	0	0	0	0	0	0	0	0	2	1	0	0	0	0	0	3	3	0	0	3
Maple Ave			0	0	0	0	0	0	0	0	1	4	2	8	1	0	10	26	23	3	0	26
	Maple Ave	Wisconsin Ave	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	1	0	0	1
Wisconsin Ave			0	0	0	0	0	0	0	0	0	2	2	4	0	0	2	10	10	0	0	10
	Wisconsin Ave	Wenonah Ave	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	1	0	0	1
Wenonah Ave			0	0	0	0	0	0	0	0	1	0	0	1	0	1	1	4	4	0	0	4
	Wenonah Ave	Home Ave	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	2	2	0	0	2
Home Ave			0	0	0	0	0	1	0	0	1	5	10	3	0	0	6	26	24	2	0	26
	Home Ave	Clinton Ave	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	1	0	0	1
Clinton Ave			1	0	0	0	0	0	0	0	5	1	6	5	2	0	9	29	27	2	0	29
	Clinton Ave	Kenilworth Ave	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2	2	0	0	2
Kenilworth Ave			1	0	0	0	0	0	0	0	7	0	1	5	0	0	0	14	13	1	0	14
	Kenilworth Ave	Carpenter Ave	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	1	0	0	1
Carpenter Ave			0	0	0	0	0	1	0	0	0	0	0	2	0	0	0	3	3	0	0	3
	Carpenter Ave	Grove Ave	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	1	0	0	1
Grove Ave			0	2	0	0	0	0	0	0	3	5	6	6	0	0	3	25	21	4	0	25
	Grove Ave	Oak Park Ave	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	2	2	0	0	2
Oak Park Ave			0	2	0	0	0	1	0	0	5	12	37	13	0	2	7	79	68	11	0	79
	Oak Park Ave	Euclid Ave	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	1	0	0	1
Euclid Ave			0	0	0	0	0	3	0	0	2	1	1	2	0	0	1	10	8	2	0	10
	Euclid Ave	Wesley Ave	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Wesley Ave			0	0	0	0	0	1	0	0	1	1	1	1	0	0	1	6	6	0	0	6
	Wesley Ave	Clarence Ave	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Clarence Ave			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Clarence Ave	East Ave	0	0	0	0	0	1	0	0	0	0	2	0	0	1	1	4	4	0	0	4
East Ave			0	0	0	0	0	2	0	0	6	2	3	4	0	1	11	29	27	2	0	29
	East Ave	Scoville Ave	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Scoville Ave			3	0	0	0	0	0	0	0	7	2	2	5	2	1	7	29	26	3	0	29
	Scoville Ave	Gunderson Ave	0	1	0	0	0	0	0	0	2	2	2	0	0	0	3	10	9	1	0	10
Gunderson Ave			1	0	0	0	0	0	0	0	0	0	1	4	0	0	2	8	7	1	0	8
	Gunderson Ave	Elmwood Ave	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	1	0	0	1
Elmwood Ave			0	0	0	0	0	0	0	0	2	1	2	2	0	0	3	10	9	1	0	10
	Elmwood Ave	Ridgeland Ave	0	0	0	0	0	1	0	0	1	0	0	1	0	0	0	3	3	0	0	3
Ridgeland Ave			1	1	0	0	0	1	0	0	10	10	34	19	2	0	29	107	101	6	0	107
	Ridgeland Ave	Cuyler Ave	0	0	0	0	0	0	0	0	0	1	0	1	0	0	1	3	3	0	0	3
Cuyler Ave			0	1	0	0	0	1	0	0	3	1	2	5	0	1	0	14	11	3	0	14
	Cuyler Ave	Highland Ave	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	1	0	0	1
Highland Ave			0	0	0	0	0	0	0	0	1	0	1	0	0	0	1	3	3	0	0	3
	Highland Ave	Harvey Ave	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Harvey Ave			0	1	0	0	0	1	0	0	2	0	4	3	0	0	5	16	14	2	0	16
	Harvey Ave	Lombard Ave	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	1	0	0	1
Lombard Ave			0	0	0	0	0	1	0	0	6	2	12	9	2	0	2	34	29	5	0	34
	Lombard Ave	Taylor Ave	0	0	0	0	0	2	0	0	0	0	0	2	0	0	0	4	2	2	0	4
Taylor Ave			1	0	0	0	0	3	0	0	1	1	4	2	0	1	5	18	16	2	0	18
	Taylor Ave	Lyman ave	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	2	2	0	0	2
Lyman Ave			1	0	0	0	0	0	0	0	0	0	0	2	0	1	1	5	4	1	0	5

>>> Village of Oak Park <<< Reported vehicle crashes on Madison Street between Harlem Avenue and Austin Boulevard for the 36 month period between November 2008 and October 2011 source = VOP police reports			Collision Type															Injury Type				
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total Crashes	No Injury	Injury	Fatal	Total Injuries
Intersection	Mid-block Segment From To		Pedestrian	Pedal- cyclist	Train	Animal	Overturned	Fixed object	Other object	Other non collision	Parked motor vehicle	Turning	Rear end	Sideswipe same direction	Sideswipe opposite direction	Head on	Angle	Total Crashes	No Injury	Injury	Fatal	Total Injuries
	Lyman Ave	Humphrey Ave	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Humphrey Ave			1	0	0	0	0	0	1	0	3	1	3	2	2	0	2	15	14	1	0	15
	Humphrey Ave	Austin Blvd	0	0	0	0	0	0	0	0	2	1	0	4	0	0	1	8	8	0	0	8
Austin Blvd			1	1	0	0	0	1	0	0	8	5	41	16	1	1	13	88	79	9	0	88
		Totals	12	9	0	0	2	20	2	1	87	64	200	152	12	9	136	706	637	69	0	706
		Percent Totals	1.70%	1.27%	0.00%	0.00%	0.28%	2.83%	0.28%	0.14%	12.32%	9.07%	28.33%	21.53%	1.70%	1.27%	19.26%	100.00%	90.23%	9.77%	0.00%	100.00%



E

Date: November 22, 2011  
To: President Pope and Village Board of Trustees  
Fr: Tom Barwin, Village Manager   
Re: Summary of Reinventing Committee Review of Law Depart & Recommendation

**Background**

In most local governments, including the Council - Manager form of municipal government, the municipal Law Department serves the elected board by primarily advising the board on legal matters related to litigation, policy and legislative initiatives.

The Law Department also serves the Village Administration related to advising on legal matters related to the day to day operations of the Village and the enforcement of village codes, labor contracts while also advising on other unique circumstances or needs that may arise from time to time.

For the past year, even prior to long time Village Attorney Ray Heise's retirement, the reinventing government committee had been reviewing the law department management, operations and case load for an understanding of costs, effectiveness, efficiencies and approach to risk management.

With the June, 2011 retirement of Village Attorney Ray Heise, the committee's work proved to be timely. The committee has continued its work since July with a goal of utilizing its insights into the operations of the law department, toward crafting options and a recommendation to fill the Village Attorney's position in light of Mr. Heise's retirement. This dialogue and analysis has been undertaken as a collaborative effort with the Village Manager's Office again noting the Village Attorney has both a policy-legislative role and an operational role in village government.

During this transition period, Assistant Village Attorney Simone Boutet has served admirably as Acting Village Attorney and has been a valuable resource to the reinventing government committee and Village Manager's Office.

Ms. Boutet has assumed a considerable work load and has been encouraged during this transition period to utilize outside attorneys when necessary to make up for the department being an attorney short.

It should also be noted that former Village Attorney Heise has also been retained by the board to help complete a number of complicated assignments he had been working on prior to his

retirement, and is now approaching the upper limits of his contracted hours under his current organizational status.

### **Summary of Committee Research**

Research into the costs and operations of the Oak Park Law Department indicated total legal services costs (in house costs combined with contracted costs) are running on the upper tier of costs compared with similar sized communities in the Chicago suburban area.

With that said, it should be acknowledged that Oak Park may be a bit more complicated and active in policy initiatives than some of our peer or comparable communities. Oak Park has also had a good track record of defending cases and prevailing in court and various labor settings, which are positives the Village must continue to expect and emphasize.

Additional research also indicated the continuing trend of most comparable communities to outsource most if not all of their legal services needs. Committee members noted that it appears all other Oak Park government's contract for legal services and anecdotally appear to be satisfied with those services.

The areas both the reinventing government committee and staff highlighted as areas upon which the future leadership of the Law Department and Village Manager's Office must focus on and achieve are:

- a) The general timeliness of responses to board initiatives or reporting and progress toward board directed initiatives (or lack thereof) or impediments to progress.
- b) Improved timeliness in the Law Department's inter-action with staff and/or coordination of labor and employee discipline matters requiring legal review input.
- c) Regular and ongoing reporting to the board on the status of ongoing litigation cases, including the costs and status of each case to date.
- d) Improved risk management coordination and training throughout village operations.

### **Recommendation**

Based on the Law Department review underway over the previous year, supplemented by the recent research described above, the recommendation from the joint Village Manager's Office - Reinventing Government Committee is to solicit combined Requests for Qualifications and Proposals from experienced municipal law firms (including the village's current legal services advisors) for the following legal services:

1. General Municipal
2. Labor
3. Tax Increment Finance
4. Planning/Zoning
5. Finance
6. Traffic Court - Adjudication

The committee felt the Village should be open to one firm being selected for all services but also open to selecting the best firm(s) based on experience, effectiveness and price competitiveness for each area of specialization.

Upon screening firms for qualifications, proposals shall be considered from the best qualified firms, and a short list of qualified firms will be developed by the Village Manager's Office, with board involvement as designated by the board, with the final 2 or 3 firms for general municipal and labor to be interviewed by the full board in early 2012.

Contracts for firms chosen to represent the village shall be reviewed on an annual basis by the Village Manager's office and Board.

Long range decisions on the calibration, size and scope of the in house Law Department and staff responsibilities will be reviewed and assessed throughout the ongoing transition process and coordinated with contracted legal services based on both in house and contracted service capabilities and village needs.

VILLAGE OF OAK PARK  
AGENDA ITEM COMMENTARY

F

**Item Title: Ordinance Authorizing the Disposition of Surplus Vehicles On An "As Is" Basis.**

Resolution or Ordinance No. \_\_\_\_\_  
Date of Board Action: December 5, 2011

**Staff Review:**

Public Works Director:   
John P. Wielebnicki

Village Manager's Office: \_\_\_\_\_  


**Item History (Previous Board Review, Related Action, History):**  
In accordance with Village policy and State law (65 ILCS 5/11-76-4), the Village may, by Ordinance, authorize the disposition of designated personal property (as opposed to real property) in order to dispose of vehicles and equipment no longer usable to the Village.

**Item Policy Commentary (Key Points, Recommendation, Background):**  
As a result of the recent outsourcing of the Building Maintenance Division in Public Works, three of the vehicles used by the previous Village staff have been determined to not be necessary for Village operations. The Contractor now providing the Building Maintenance services to the Village has expressed interest in purchasing the three vehicles. The vehicles are listed on the attachment.  
  
Staff is recommending that these vehicles be declared as surplus by the Village Board and further recommend the approval of an ordinance declaring these vehicles as surplus property, authorizing the disposition of these vehicles by sale to Midway Building Services Inc.

**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):**  
Since these vehicles are not necessary at this time, staff recommends their sale to the contractor hired by the Village.

**Item Budget Commentary:**  
Funds received from the sale of the surplus vehicle will go to the Fleet Replacement Fund.

**Item Action Options/Alternatives (List the alternative actions; list the positive and negative implications of each; if no alternatives, explain why):**  
The option for the Village would be to keep these trucks in the Fleet until such time as they are deemed to be surplus and sold at auction.

**Proposed Action: Approve the Ordinance**



**ORDINANCE AUTHORIZING THE DISPOSITION OF SURPLUS VEHICLES ON AN "AS IS" BASIS**

WHEREAS, the Board of Trustees of the Village of Oak Park, Illinois finds that the vehicles listed on the attached Exhibit to this Ordinance are no longer necessary or useful to the Village, and that the continued ownership of these vehicles is not in the Village's best interest; and

WHEREAS, the Board of Trustees of the Village of Oak Park, Illinois finds that it is in the best interests of the Village of Oak Park to dispose of the listed property; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-76-4 authorizes the Village to dispose of surplus property as set forth herein;

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, as follows:

Section 1: The property described on the attached Exhibit is declared surplus property.

Section 2: The Village Manager is authorized and directed to dispose the items listed on the attached Exhibit by sale.

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

ADOPTED this 5<sup>th</sup> day of December, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 5<sup>th</sup> day of December, 2011.

ATTEST:

---

Teresa Powell  
Village Clerk

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David G. Pope  
Village President

Village of Oak Park

Equipment Replacement Analysis

Total Maintenance Costs											
Nov. 18 2011											
Vehicle #	Year	Make	Model	Mileage	VIN #	Purchase Date	Original Purchase Price	Current Trade-in Value	Fuel	Repairs and Regular Maintenance (includes parts, labor and fluids)	Combined Total Maintenance Costs
#42	2002	Chevy	S10	23,025	1GCDT19W528170591	1/24/2002	\$28,000.00	\$5,000.00	\$8,512.42	\$11,400.46	\$19,912.88
#43	2002	Chevy	S10	21,037	1GCDT19W928170142	1/24/2002	\$28,000.00	\$5,000.00	\$5,071.24	\$12,036.41	\$17,107.65
#509	1998	GMC	Sonoma	34,818	1GTD14X3W8519592	3/26/1998	\$21,482.18	\$5,000.00	\$7,460.21	\$21,407.30	\$28,867.51

G

**VILLAGE OF OAK PARK**  
**AGENDA ITEM COMMENTARY**

**Item Title: Resolution Authorizing the Execution of a Contract with DeKalb Mechanical for Design/Build Services for a Geothermal HVAC System for Village Hall Council Chambers in an amount not to exceed \$215,000.00**

**Resolution or Ordinance No.** \_\_\_\_\_

**Date of Board Action:** December 5, 2011

**Staff Review:**

**Public Works Director:**

  
John P. Wielebnicki

**Village Manager's Office:**



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

The current heating, ventilating and air conditioning system (HVAC) for the Council Chambers in Village Hall was installed as part of the original construction in the mid 1970's. The system has had substantial maintenance issues over the past several years. Deteriorating duct work running from the air handling unit (AHU) housed in the lower level of Village Hall to the Council Chambers has resulted in significant water infiltration. During heavy rain, water runs into the supply and return air ducts and onto the east mechanical room floor, as well as the Police Department hallway floor outside of the mechanical room. In addition, the unit's mechanical components require frequent repair. This project has been on the Department of Public Works Capital Improvement Projects list for the past three years as in need of replacement.

Staff reviewed options and recommends that this issue be resolved by abandoning the existing AHU and installing a new and separate HVAC system (cooling and heating) for the Council Chambers.

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

Requests for Proposals (RFP) were issued on September 21, 2011 for design/build services for a new HVAC system for the Council Chambers. The RFP was sent to several mechanical firms and was advertised in the Wednesday Journal and on the Demandstar on-line purchasing program.

A pre-proposal meeting was held at Village Hall on Wednesday, September 28, 2011. Seven mechanical firms attended the meeting. A total of five proposals were received on Friday, October 14, 2011.

Proposals were requested for two types of HVAC systems. One RFP was for the installation of a Direct Forced Air (DX), gas fired heating and conventional air conditioning system, similar to what is in a single family home. The second RFP was for the installation of a Geothermal system.

Geothermal heating and cooling pumps the constant 55 deg. F subterranean temperature of the earth into the building for heating and cooling. When air temperatures are high, a cooling system uses the earth's temperature to cool the indoor air temperature and when air temperatures are below 55, a heat pump delivers the earth's then warmer air into the building. This would be an opportunity to install the Village's first Geothermal system, taking advantage of energy efficiencies by utilizing the earth's temperature for heating and cooling.

Both geothermal and forced air systems would require the construction of a mechanical equipment enclosure to house the new equipment. All new masonry for the enclosure will match the existing masonry of Village Hall. The enclosure would be housed on a 10 X 10 concrete pad.

Staff reviewed the costs and benefits for each system (summary attached). The low bid received for the Direct Forced Air system is higher than anticipated. The low bid for the Geothermal system is lower than anticipated. The Village does not pay for electricity or gas for Village Hall as part of our franchise agreements with ComEd and Nicor.

After reviewing all of the submittals, staff finds that DeKalb Mechanical submitted the most favorable proposal for the Geothermal system at \$205,000.00. Staff is recommending that the Village enter into an agreement with DeKalb Mechanical to design and build a new HVAC system for the Village Hall Council Chambers at a cost not to exceed \$215,000.00 which includes a contingency of \$10,000.00 to cover unforeseen circumstances during construction.

The installation of a new HVAC unit for the Council Chambers will require the Council Chambers to be closed for possibly four to five weeks while the work is being performed. If the project is approved by the Village Board, the schedule would include construction in 2012 during a period when the Village Board is not in session. Staff would notify all Council Chambers users well in advance of project commencement and would work with Village Hall staff in securing and preparing alternate locations for meetings.

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

There are no opportunities for cost savings or better service with this item by joint participation from other local Oak Park governmental agencies, or regional municipalities.

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

The total cost of the contract with DeKalb Mechanical, including the \$10,000.00 contingency, would not exceed \$205,000.00. The FY 2011 Building Improvement Fund, account no. 3012-43790-101-540673, Capital Improvements, has \$200,000.00 dedicated for design/build services for a new HVAC system for the Council Chambers. The balance would come from unspent Building Improvement fund monies.

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

The alternative action would be to delay the replacement of the existing HVAC unit that services the Council Chambers until 2012 or later, or to install the Direct Forced Air system.

Due to the current condition of the AHU and associated duct work, staff does not recommend delaying this work. The negative implications could involve continued water infiltration into the existing duct work and east mechanical room causing unfavorable conditions and poor IAQ inside the mechanical room and Council Chambers. Due to the energy savings associated with geothermal, staff recommends this as the sustainable alternative over Direct Forced Air

**Proposed Recommended Action: Adopt the Resolution**

**RESOLUTION**

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH DEKALB MECHANICAL FOR DESIGN/BUILD SERVICES FOR A NEW HVAC SYSTEM FOR VILLAG HALL COUNCIL CHAMBERS IN AN AMOUNT NOT TO EXCEED \$215,000.00**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute an agreement with DeKalb Mechanical of DeKalb, Illinois for the design and installation of a Geothermal HVAC system for the Village Hall Council Chambers in an amount not to exceed \$215,000.00. Said contract shall conform substantially to the contract as attached.

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

ADOPTED this 5<sup>th</sup> day of December, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 5<sup>th</sup> day of December, 2011.

---

David G. Pope  
Village President

ATTEST:

---

Teresa Powell  
Village Clerk



## Contract

1. THIS AGREEMENT is made and concluded on December 5, 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 DeKalb Mechanical, 339 Wurlitzer Drive, DeKalb, Illinois 60115, its executors, administrators, successors or assigns (hereinafter "Contractor".)
2. The following documents set forth the terms of this contract and are incorporated herein:
  - a. The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for: Project 11-202, Design/Build Contract to Install a Complete Geothermal HVAC System (Including Architectural, Mechanical and Electrical) for the Village Oak Park Village Hall Council Chambers
  - b. Contractor's Proposal dated October 14, 2011; and
  - c. The Contract Bond

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

3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the Building Maintenance Superintendent under it.
4. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project and to otherwise comply with the Illinois Prevailing Wage Act, if applicable to this job.
5. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
6. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

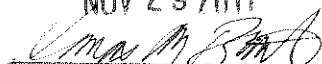
**Village of Oak Park**

\_\_\_\_\_  
**Teresa Powell**  
**Village Clerk**  
(Seal)

By \_\_\_\_\_  
**Thomas W. Barwin**  
**Village Manager**

**DeKalb Mechanical**

REVIEWED AND APPROVED  
AS TO FORM

NOV 29 2011  
  
LAW DEPARTMENT

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

## Proposal Summary for

### Village of Oak Park Village Hall Council Chambers Dx Design / Build

	Company Name	MBE	WBE	NON-M/WBE	Total Proposal Cost
1	DeKalb Mechanical			X	\$ 154,500.00
2	Mechanical Concepts of Illinois			X	\$ 196,000.00
3	Sumac Architecture Construction	X			\$ 199,900.00
4	Anchor Mechanical			X	\$ 336,820.00
5	Walsh Construction			X	\$ 427,929.00





## Contract Bond

DeKalb Mechanical, 339 Wurlitzer Dr., DeKalb, Illinois 60115, as PRINCIPAL, and

\_\_\_\_\_ as SURETY,  
is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of **Two Hundred Fifteen Thousand Dollars (\$215,000.00)**, well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

**WHEREAS**, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

**NOW THEREFORE**, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

**IN WITNESS WHEREOF**, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**NAME OF PRINCIPAL**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

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

\_\_\_\_\_  
Notary Public

**NAME OF SURETY**

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

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

\_\_\_\_\_  
Notary Public

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**VILLAGE OF OAK PARK**

\_\_\_\_\_  
Thomas W. Barwin  
Village Manager

**Attest:**

\_\_\_\_\_  
Teresa Powell  
Village Clerk  
(Seal)

REVIEWED AND APPROVED  
AS TO FORM

NOV 29 2011  
*[Signature]*  
LAW DEPARTMENT

## Proposal Summary for

### Village of Oak Park Village Hall Council Chambers Geothermal Design / Build

	Company Name	MBE	WBE	NON-M/WBE	Total Proposal Cost
1	DeKalb Mechanical			X	\$ 205,000.00
2	Mechanical Concepts of Illinois			X	\$ 343,000.00
3	Sumac Architecture Construction	X			\$ 348,450.00
4	Anchor Mechanical			X	\$ 401,460.00
5	Walsh Construction			X	\$ 585,307.00
6	<i>Pioneer Geothermal Services *</i>				\$ 54,500.00

*\* Pioneer submitted an incomplete proposal and might have misunderstood the scope of work. Clarification pending.*

<b>Village of Oak Park</b>								
<b>Public Works Department</b>								
<b>Life-Cycle Cost Analysis for Direct Forced Air (Dx) HVAC System vrs. a Geothermal System for the Village Hall Council Chambers</b>								
		<b>Dx</b>	<b>Geo</b>	<b>Notes</b>				
1	Installation Cost	\$ 154,500.00	\$205,000.00	Difference of \$50,500				
2	Annual Utility Cost	\$ 2,495.00	\$ 1,246.00	Difference of \$1,250 (savings)				
3	Life Expectancy (years)	25	25					
4	Total Utility Cost	\$ 62,375.00	\$ 31,150.00					
5	Total Cost w/ Utility	\$ 216,875.00	\$236,150.00					
6	Simple Payback Years *	N/A	40	Additional initial investment of \$50,500 divided by the difference in annual utility cost savings = 40 years.				
<p>* Simple payback information did not take into account future energy rates or inflation over the lifespan of the new equipment. True payback time would obviously be longer (approximately 12-15 years longer) if inflation and increased energy rates were factored in, however, the simple payback makes the point that either way the payback time would be longer than the lifespan of the new equipment.</p>								

# DeKalb Mechanical

339 Wurlitzer Dr., DeKalb, Illinois 60115  
(815) 756-6528 / Fax (815) 756-6529  
Sheet Metal, Refrigeration, H.V.A.C., 24-Hour Service

October 14, 2011

Page #1

Village of Oak Park  
Public Works Center  
201 South Boulevard  
Oak Park, IL 60302

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Reference: 11-202 Design-Build Geothermal System for the  
Village of Oak Park Village Hall Council Chambers

Base Bid \$205,000.00

1. Furnish and install eight geothermal wells capable of a total of 20 tons of load displacement. Remove the ground spoils and restore the ground to existing.
2. 15 ton geothermal heat pump unit located on a concrete housekeeping pad in a new enclosure adjacent to the shaft base.
3. Loop piping from the well field to the heat pump including expansion tank, pump, pump VFD, air separator, glycol fill system, and glycol water charge.
4. Condensate drain piping from the heat pump unit to spill on grade.
5. Sprinkler head in the new heat pump room.
6. Sump pump and pump basin located within the room to discharge on grade.
7. Stand alone temperature control system including night set back and occupancy schedule.
8. Heat pump enclosure to be a brick structure with a lockable door and roof. Cut an opening in the existing duct shaft for the supply and return ductwork penetrations. Cut an opening in the existing duct shaft for access and install a new lockable door.
9. Provide a new light in the enclosure, outlet and electric baseboard heater.
10. Blank off the existing underground ductwork at the existing air handling unit and at the penetration into the existing air shaft.
11. Insulated supply and return ductwork from the new heat pump unit to the existing ductwork in the shaft.
12. All power wiring as required. Power to come from the existing mechanical room, existing panel breakers.
13. Air test and balance of the new heat pump into the existing duct system.
14. Water test and balance of the new glycol loop.
15. One year maintenance and a three month check and performance review.
16. Permits and fees.
17. Performance Bond Costs
18. Engineering and design fees including a fully engineered set of plans and specifications for permit submission.

Village of Oak Park  
Public Works Center  
201 South Boulevard  
Oak Park, IL 60302

Reference: 11-202 Design-Build Geothermal System Unit for the  
Village of Oak Park Village Hall Council Chambers

Alternate Geothermal Heat Pump System avoiding construction of a room: \$205,000.00

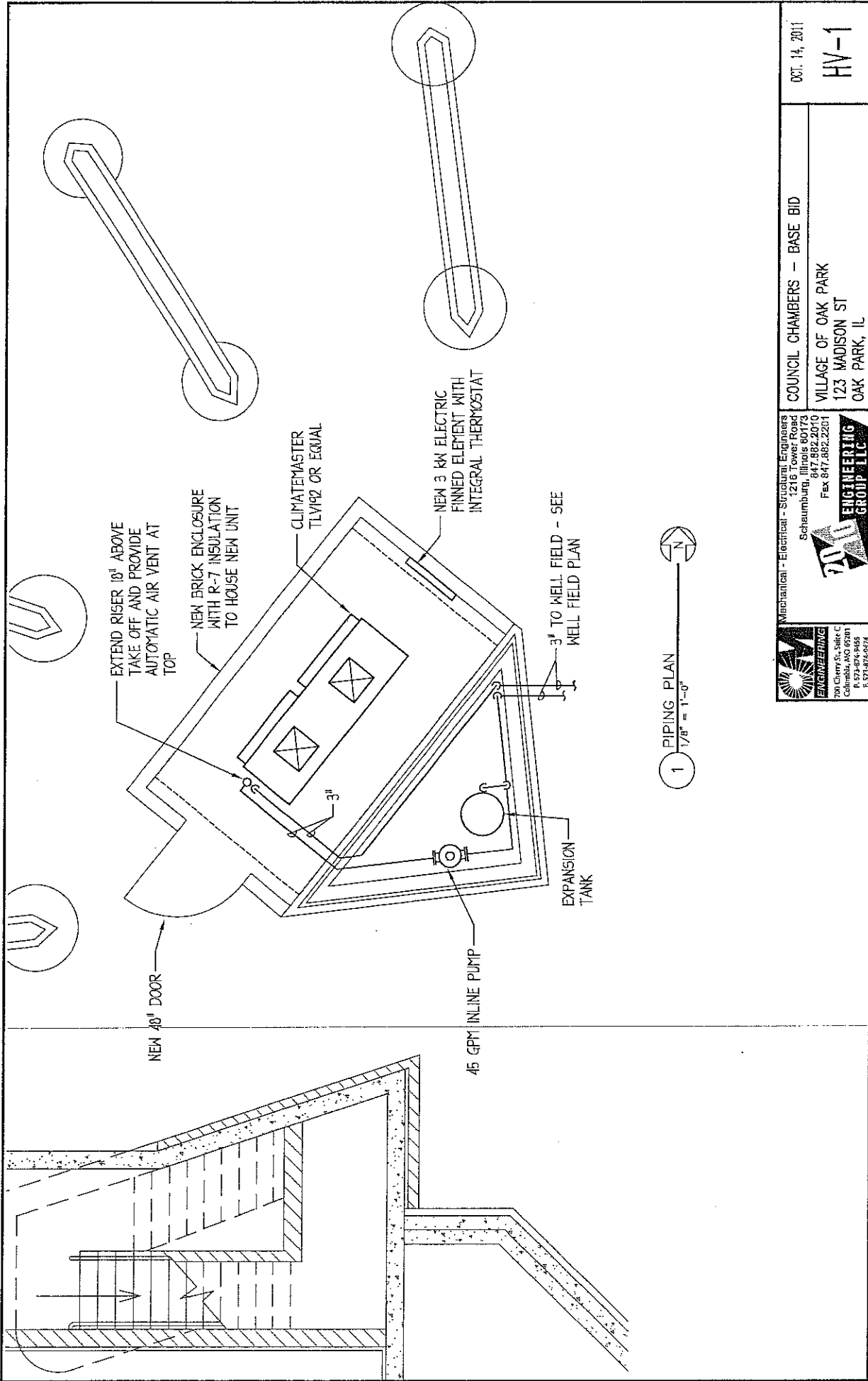
1. ~~Furnish and install eight geothermal wells capable of a total of 15 tons of load displacement.~~  
Remove the ground spoils and restore the ground to existing.
2. Three 5 ton geothermal heat pumps unit located in a new soffit constructed adjacent to the shaft base.
3. Loop piping from the well field to the heat pumps including expansion tank, pump, pump VFD, air separator, glycol fill system, and glycol water charge.
4. Condensate drain piping from the three heat pump units to be pumped and discharged to grade.
5. Sprinkler head in the new heat pump soffit area.
6. Stand alone temperature control system including night set back and occupancy schedule.
7. Heat pump soffit enclosure to be an EFIS constructed enclosure around the three heat pump unit with lockable access doors for service access at each unit. Cut an opening in the existing duct shaft for the supply and return ductwork penetrations. Cut an opening in the existing duct shaft for access and install a new lockable door.
8. Blank off the existing underground ductwork at the existing air handling unit and at the penetration into the existing air shaft.
9. Insulated supply and return ductwork from the new heat pump unit to the existing ductwork in the shaft.
10. All power wiring as required. Power to come from the existing mechanical room, existing panel breakers.
11. Air test and balance of the new heat pump into the existing duct system.
12. Water test and balance of the new glycol loop.
13. One year maintenance and a three month check and performance review.
14. Permits and fees.
15. Performance Bond Costs
16. Engineering and design fees including a fully engineered set of plans and specifications for permit submission.

Village of Oak Park  
Public Works Center  
201 South Boulevard  
Oak Park, IL 60302

Reference: 11-200 Installation of a DX Forced Air Handling Unit for the  
Village of Oak Park Village Hall Council Chambers

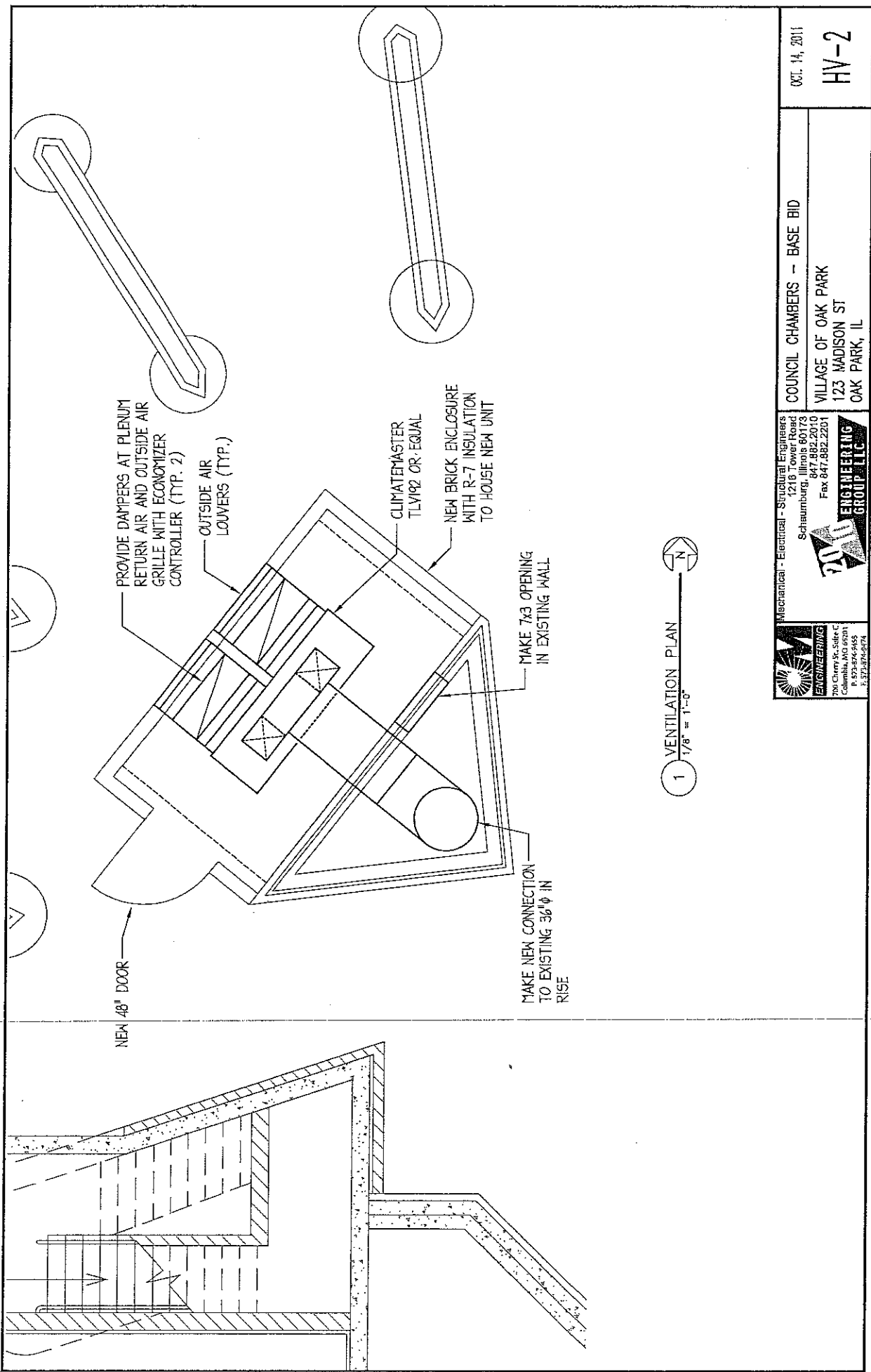
Alternate Packaged Ground Mounted Unit: \$133,500.00

1. ~~Blank off the existing underground ductwork at the existing air handling unit and at the~~ penetration into the existing air shaft.
2. Stand alone temperature control system including night set back and occupancy schedule.
3. Cut an opening in the existing duct shaft for the supply and return ductwork penetrations. Cut an opening in the existing duct shaft for access and install a new lockable door.
4. New 20 ton ground mounted single package rooftop type unit with 100,000 MBH heat. Insulated supply and return ductwork from the rooftop unit into the existing duct shaft.
5. Concrete equipment pad under the package rooftop unit.
6. Brick enclosure set on a new foundation around the new rooftop unit to act as a screen. The enclosure is to have a lockable door for service access.
7. All power wiring as required. Power to come from the existing mechanical room, existing panel breakers.
8. Air test and balance of the new heat pump into the existing duct system.
9. One year maintenance and a three month check and performance review.
10. Permits and fees.
11. Performance Bond Costs.
12. Engineering and design fees including a fully engineered set of plans and specifications for permit submission.



	OCT. 14, 2011
	HV-1
COUNCIL CHAMBERS - BASE BID	
VILLAGE OF OAK PARK 123 MADISON ST OAK PARK, IL	





1 VENTILATION PLAN  
 1/8" = 1'-0"

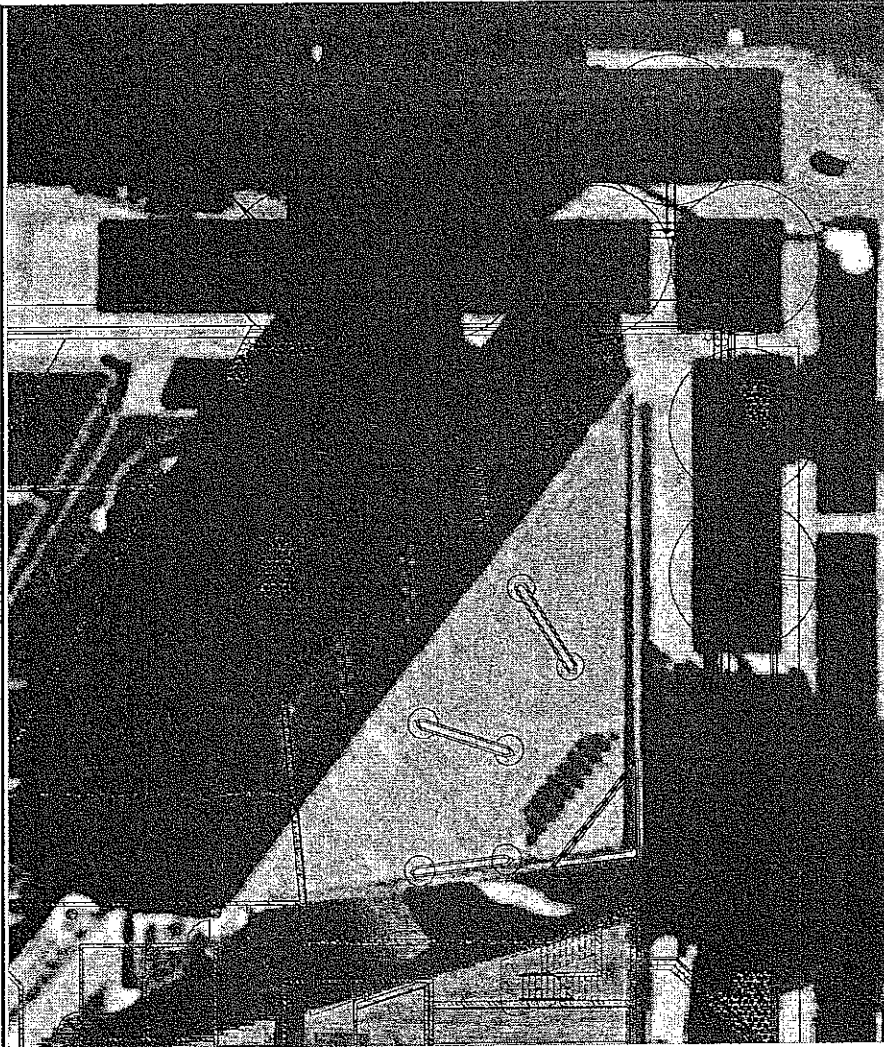
**ENGINEERING**  
 700 Cherry St. Suite C  
 Schaumburg, IL 60196  
 P. 815-374-9455  
 F. 815-374-9474

Mechanical - Electrical - Structural Engineers  
 1216 Tower Road  
 Schaumburg, Illinois 60173  
 847.982.2010  
 Fax 847.982.2201

**2010 ENGINEERING GROUP, LLC**

COUNCIL CHAMBERS - BASE BID  
 VILLAGE OF OAK PARK  
 123 MADISON ST  
 OAK PARK, IL

OCT. 14, 2011  
 HV-2



1 HVAC SITE PLAN  
1/16" = 1'-0"



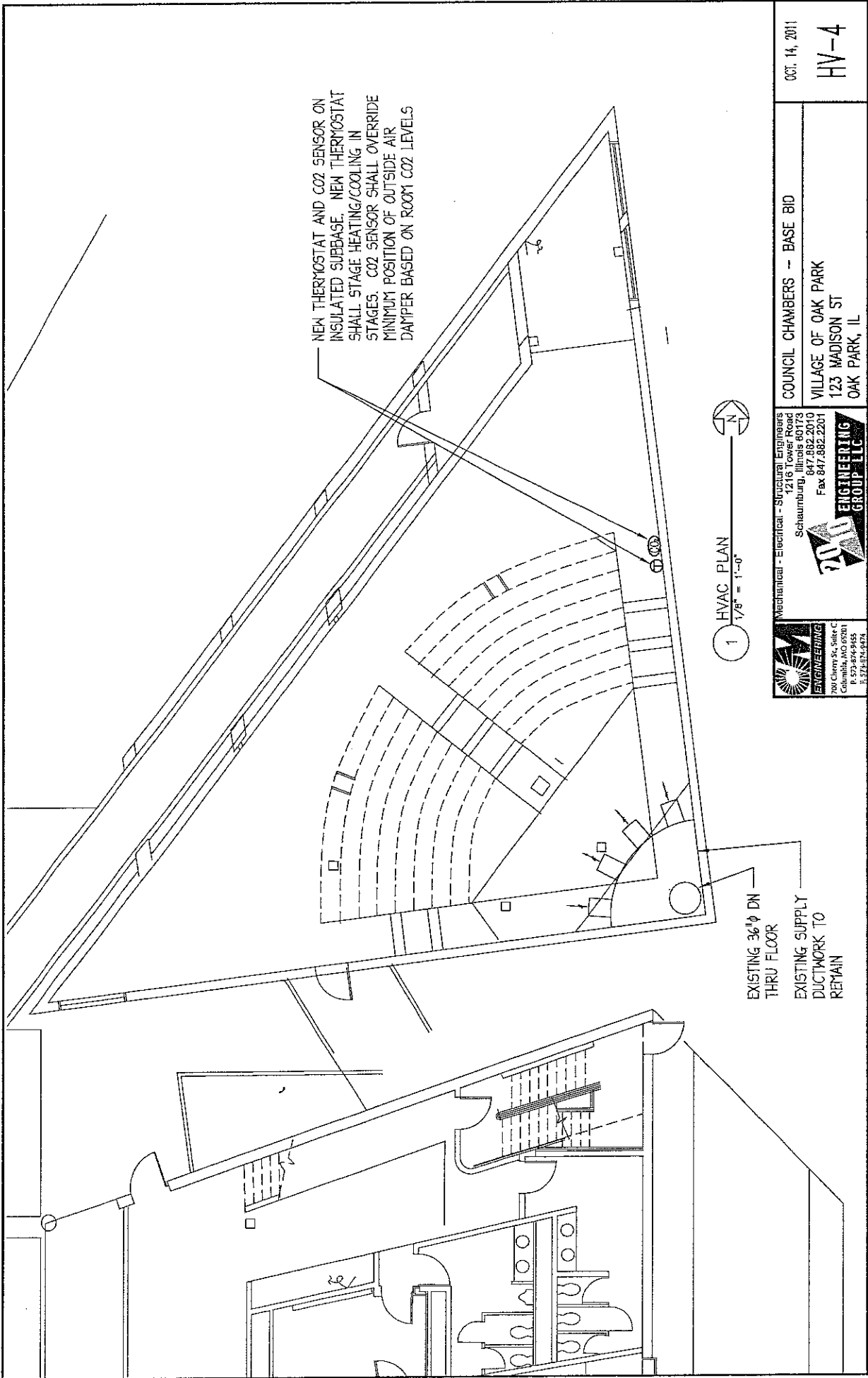
**ENGINEERING**  
GROUP, LLC  
700 Cherry St., Suite C  
Columbia, MO 65201  
P: 573-474-9855  
F: 573-474-6274

Mechanical - Electrical - Structural Engineers  
1216 Tower Road  
Schaumburg, Illinois 60173  
847.882.2010  
F: 847.882.2201  
**700 ENGINEERING GROUP, LLC**

COUNCIL CHAMBERS - BASE BID  
VILLAGE OF OAK PARK  
123 MADISON ST  
OAK PARK, IL

OCT. 14, 2011

HV-3



NEW THERMOSTAT AND CO2 SENSOR ON INSULATED SUBBASE. NEW THERMOSTAT SHALL STAGE HEATING/COOLING IN STAGES. CO2 SENSOR SHALL OVERRIDE MINIMUM POSITION OF OUTSIDE AIR DAMPER BASED ON ROOM CO2 LEVELS

1 HVAC PLAN  
1/8" = 1'-0"



EXISTING 36" DN THRU FLOOR  
EXISTING SUPPLY DUCTWORK TO REMAIN

**ENGINEERING**  
704 Cherry St, Suite C  
Columbia, MO 65201  
P. 573-874-9445  
F. 573-874-9474

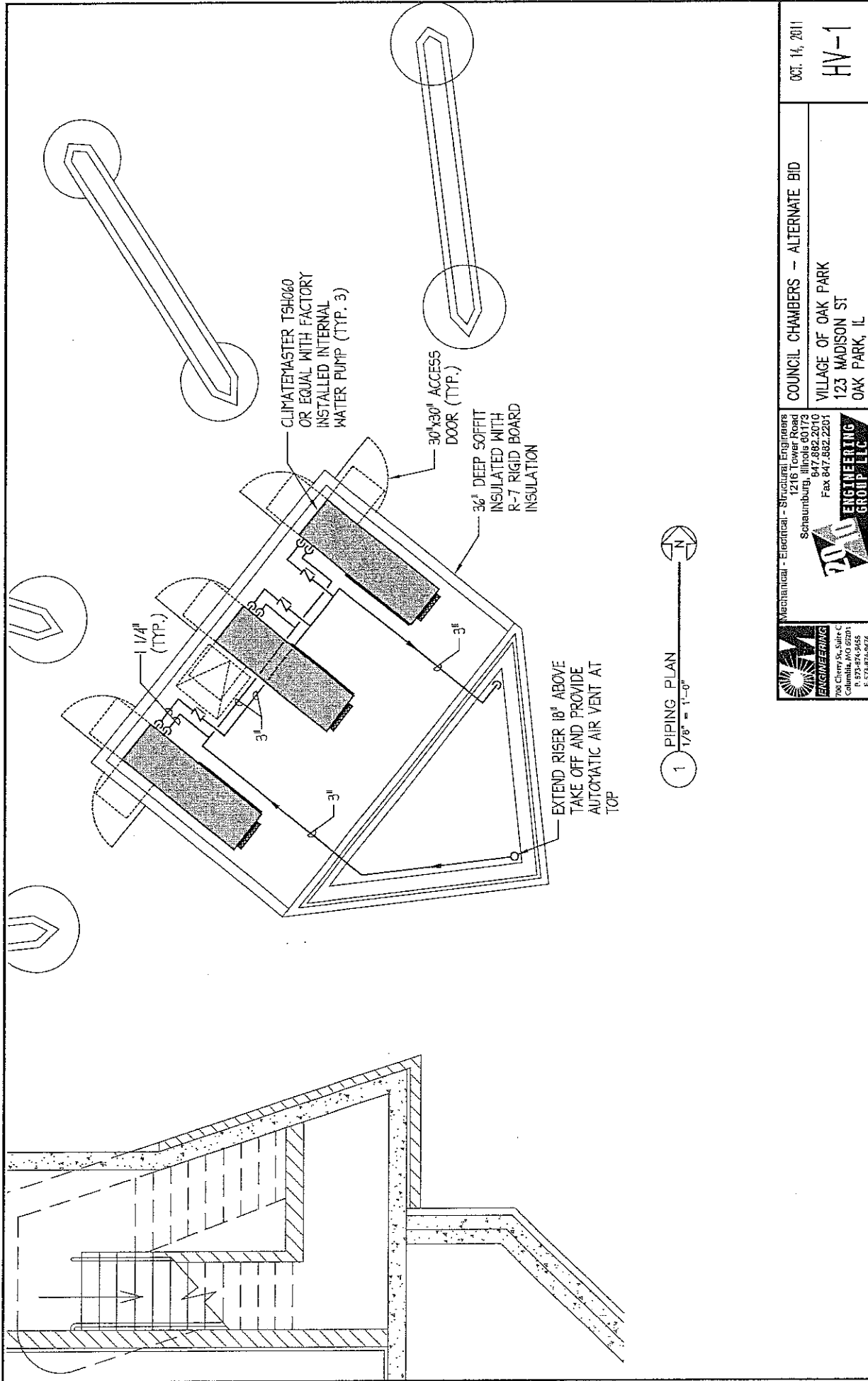
**200 ENGINEERING GROUP, LLC**

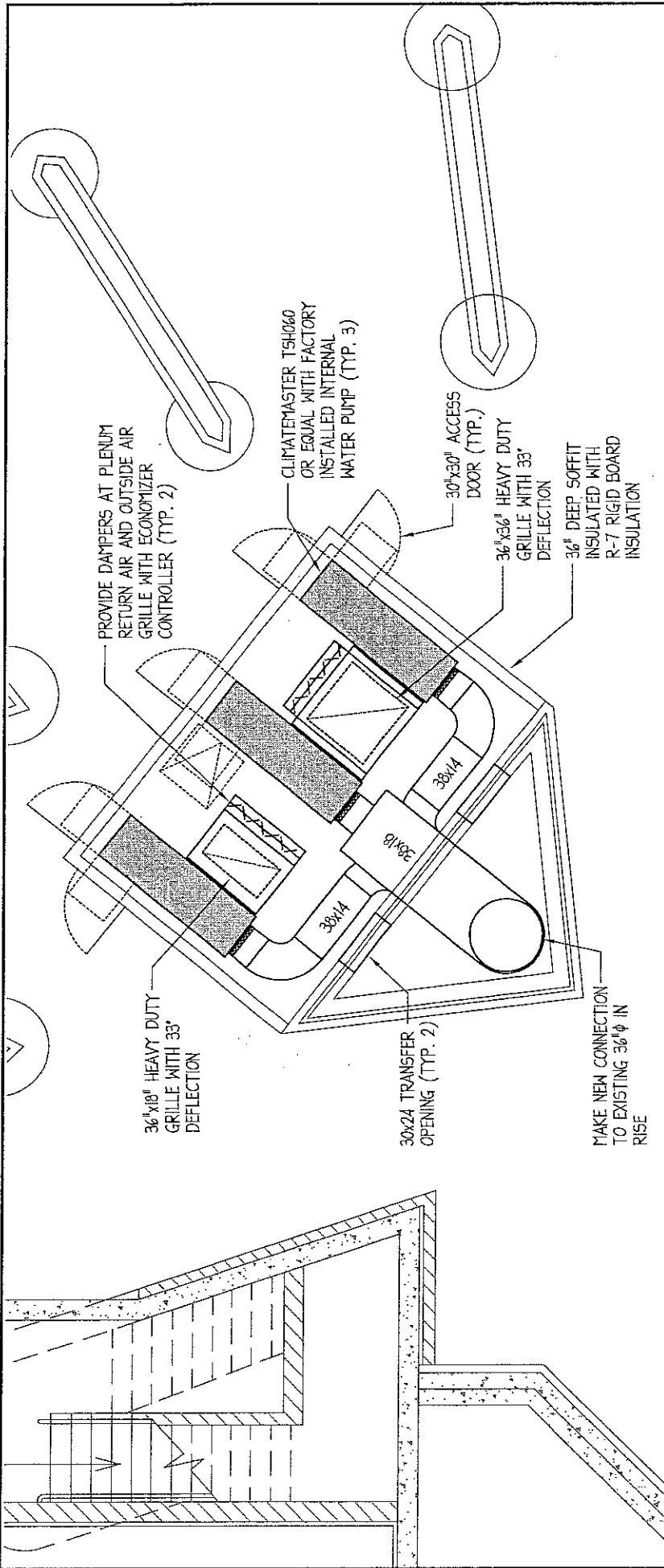
Mechanical - Electrical - Structural Engineers  
1216 Tower Road  
Schaumburg, Illinois 60173  
647.882.2010  
Fax 647.882.2201

COUNCIL CHAMBERS -- BASE BID  
VILLAGE OF OAK PARK  
123 MADISON ST  
OAK PARK, IL

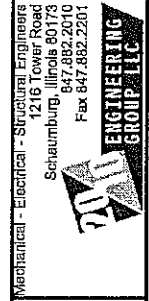
OCT. 14, 2011

HV-4



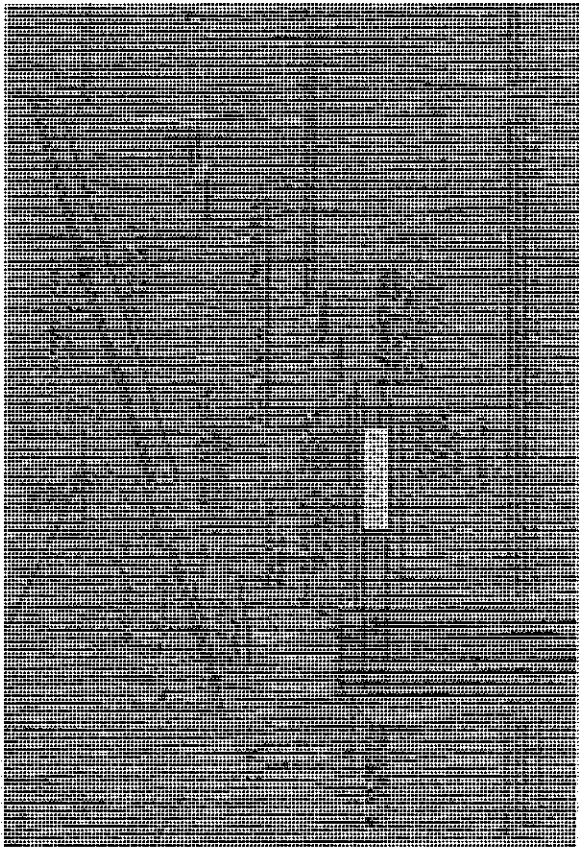


1 VENTILATION PLAN  
1/8" = 1'-0"

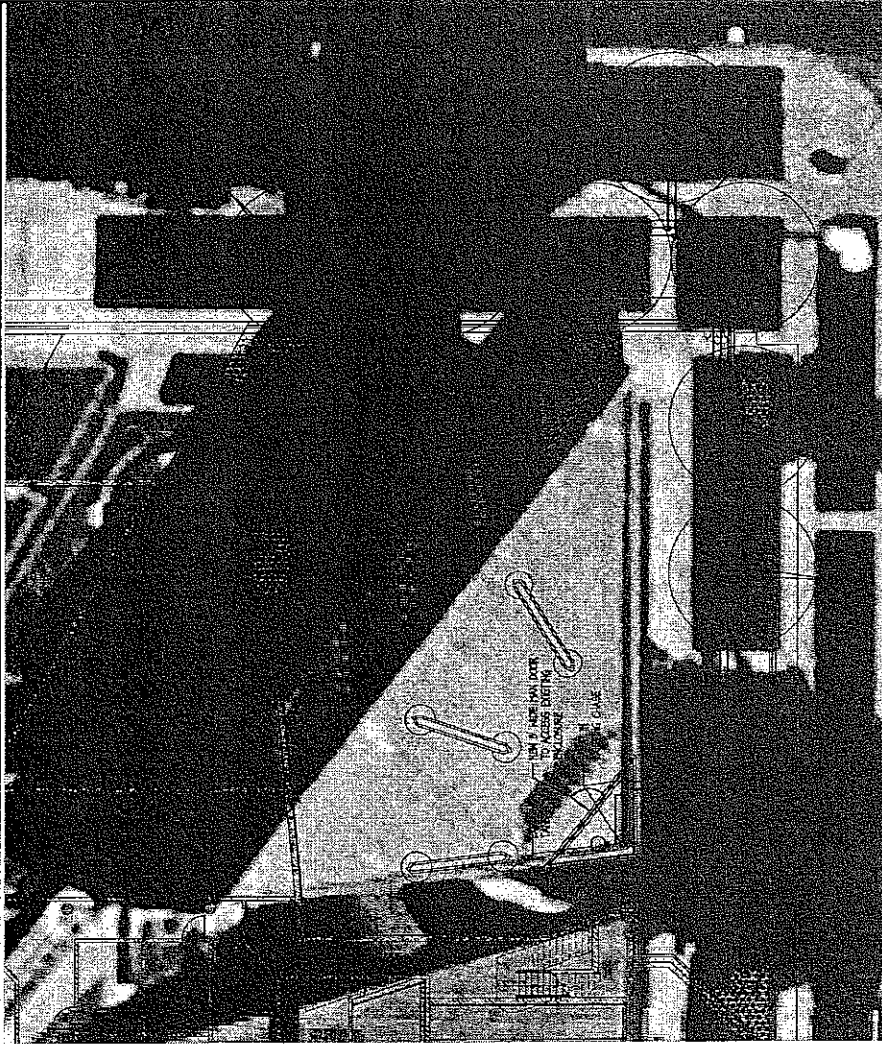


COUNCIL CHAMBERS - ALTERNATE BID  
VILLAGE OF OAK PARK  
123 MADISON ST  
OAK PARK, IL

OCT. 14, 2011  
HV-2



1 HVAC SECTION PLAN  
1/8" = 1'-0"



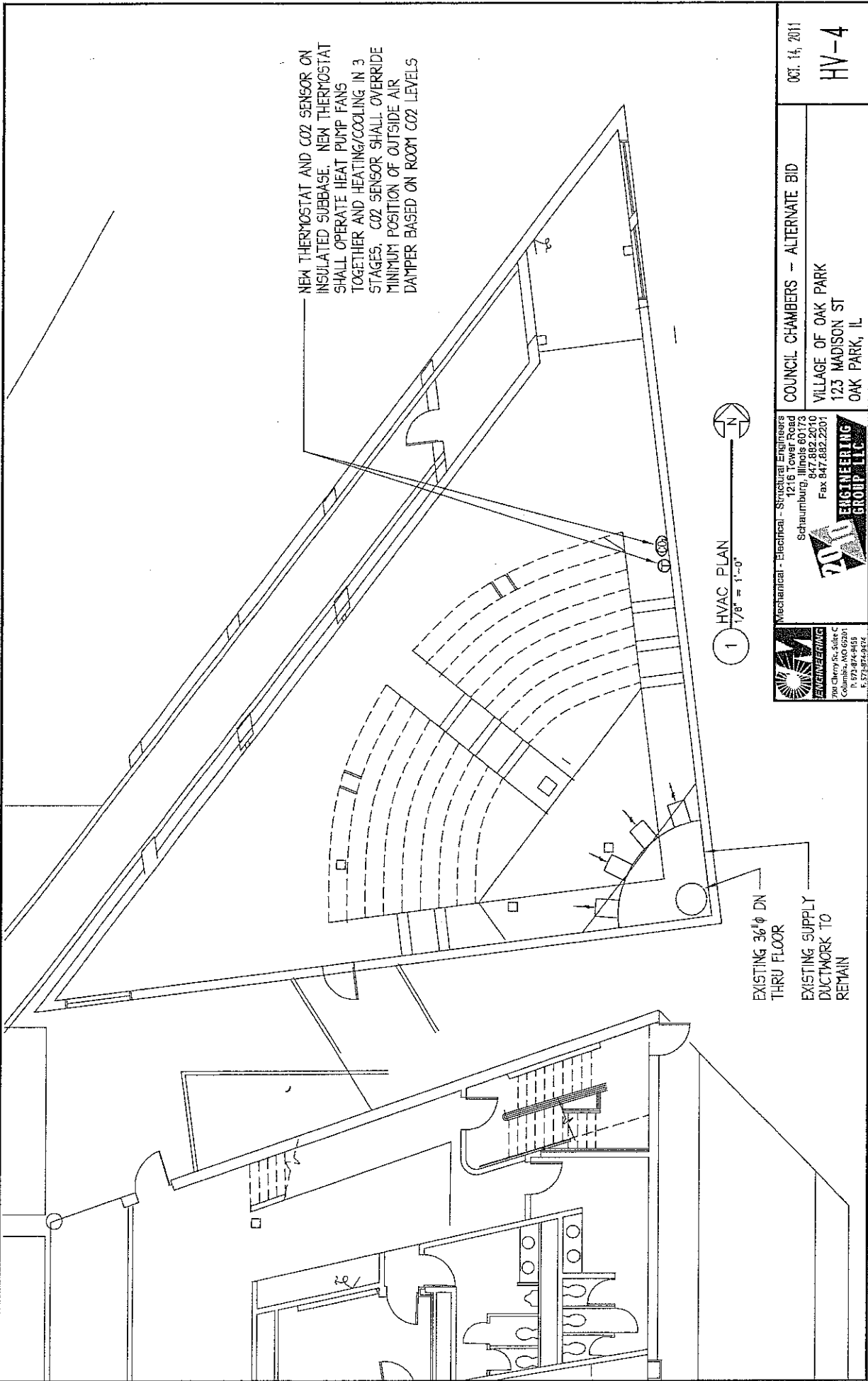
1 HVAC SITE PLAN  
1/16" = 1'-0"

**ENGINEERING**  
700 Cherry Hill, Suite C  
Cherry Hill, NJ 08002  
P: 856-684-8445  
F: 856-684-8474

**2010 ENGINEERING GROUP, LLC**  
Mechanical - Electrical - Structural Engineers  
1216 Tower Road  
Schaumburg, Illinois 60195  
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COUNCIL CHAMBERS - ALTERNATE BID  
VILLAGE OF OAK PARK  
123 MADISON ST  
OAK PARK, IL

OCT. 14, 2011  
HV-3



NEW THERMOSTAT AND CO2 SENSOR ON INSULATED SUBBASE. NEW THERMOSTAT SHALL OPERATE HEAT PUMP FANS TOGETHER AND HEATING/COOLING IN 3 STAGES. CO2 SENSOR SHALL OVERRIDE MINIMUM POSITION OF OUTSIDE AIR DAMPER BASED ON ROOM CO2 LEVELS

1 HVAC PLAN  
1/8" = 1'-0"



EXISTING 36" Ø DN THRU FLOOR  
EXISTING SUPPLY DUCTWORK TO REMAIN



ENGINEERING GROUP, LLC  
7901 Cherry St., Suite C  
Columbia, MO 65201  
P: 620.444.1458  
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Mechanical - Electrical - Structural Engineers  
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ENGINEERING GROUP, LLC

COUNCIL CHAMBERS - ALTERNATE BID  
VILLAGE OF OAK PARK  
123 MADISON ST  
OAK PARK, IL

OCT. 14, 2011  
HV-4

**REQUEST FOR PROPOSALS 11-202**

**VILLAGE OF OAK PARK**

**REQUEST FOR PROPOSALS FOR A DESIGN/BUILD CONTRACT TO INSTALL A COMPLETE  
GEOTHERMAL HVAC SYSTEM (INCLUDING ARCHITECTURAL, MECHANICAL, AND ELECTRICAL)  
FOR THE VILLAGE OF OAK PARK VILLAGE HALL COUNCIL CHAMBERS**

The Village of Oak Park is seeking proposals from qualified mechanical design / build firms to design and build a complete geothermal HVAC system (including architectural, mechanical, electrical, and plumbing) for the Village of Oak Park Council Chambers.

The Village of Oak Park will receive proposals at the Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302, Monday through Friday, 7:30 a.m. to 4:00 p.m. The Village will accept proposals received on or before Friday, October 7<sup>th</sup>, 2011, 10:00 a.m. Proposals must be enclosed in sealed envelopes and marked: "11-202 Installation of a Geothermal HVAC system for the Village Hall Council Chambers in the Village of Oak Park".

For further information contact:

Vic Sabaliauskas, Building Maintenance Superintendent  
Village of Oak Park, Department of Public Works  
201 South Blvd.  
Oak Park, Illinois, 60302  
Tel.: 708/358-5710  
Fax: 708/358-5711  
E-mail: [Sabaliauskas@oak-park.us](mailto:Sabaliauskas@oak-park.us)

There will be a Pre-Proposal meeting at the Village of Oak Park Village Hall, 123 Madison St., Oak Park, IL 60302 on Wednesday, September 28<sup>th</sup>, 2011 at 10:00 a.m.

The documents constituting component parts of their contract are the following:

- I PROJECT OVERVIEW AND OWNER'S REQUIREMENTS
- II SCOPE OF WORK
- III PROPOSAL REQUIREMENTS
- IV PROPOSAL FORMAT
- V EVALUATION OF PROPOSALS
- VI PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
- VII ORGANIZATION OF PROPOSING FIRM
- VIII COMPLIANCE AFFIDAVIT
- IX M/W/DBE STATUS AND E.E.O. REPORT
- X NO PROPOSAL EXPLANATION
- XI EXHIBITS

Do not detach any portion of this document. Upon formal award to the successful Contractor, a written contract will be issued to complete the project.

DATE ISSUED: September 21<sup>st</sup>, 2011



SECTION I  
PROJECT OVERVIEW and OWNER'S REQUIREMENTS

The purpose of this project is to design and build a stand-alone mechanical system based on a geothermal / ground source heat pump (GSHP) for the Village of Oak Park Council Chambers in Village Hall. The Village of Oak Park entered into an agreement with Primera to design the general scope of work and specifications for this project. After proposals are initially evaluated, the Village may interview one or more contractors.

The Council Chambers is a meeting room located in northeast corner of Village Hall and is a completely separate structure from Village Hall. It is a triangular structure and is approximately 2,500 square feet.

The Council Chambers is currently air conditioned and heated by a central air handling unit, S-6, located in the east mechanical room in the basement of Village Hall (B-147). The supply and return ductwork run underground from the mechanical room to the airshaft in the Council Chambers.

The Village has been considering a few different options. The option described in this RFP is: abandon the underground ductwork and AHU S-6, and install a standalone mechanical system based on a geothermal / ground source heat pump (GSHP). This new system shall be installed outside and adjacent to the airshaft in the northeast corner of Village Hall (bidders are encouraged to submit different options).

The current Council Chambers AHU unit, S-6, depends on the central chilled water provided by a 200-ton York water chiller for cooling. Due to its critical functions, the Council Chambers may require year-round cooling while the rest of the Village Hall does not require cooling in the winter season. Therefore, in order to support the Council Chambers functions in winter, the 200-ton chiller has to be kept operational, resulting in low efficiency and energy waste. By installing a dedicated Council Chambers unit, the main 200-ton chiller can be shut down in winter, thus realizing significant energy savings.

The GSHP system could provide much higher energy efficiencies in both cooling and heating seasons. Compared with a traditional heat pump or a typical DX (Direct Expansion) system with an EER (Energy Efficiency Ratio) rating between 10 and 12 Btuh/watt, a GSHP can have an EER as high as 16 Btuh/watt. This is mainly due to the fact that the ground water temperature normally stays around 55°F most the time while the entering water temperature for a regular water source heat pump entirely depends on the atmospheric wet-bulb temperature, and can be as high as 95°F. For a typical air-cooled heat pump, the temperature could be even higher, thus increasing the system lift and reducing the efficiency.

The estimated cooling load for the Council Chambers is 12-ton. However, the existing air handling unit S-6 is an 8,000 cfm unit with an 8-row chilled water coil. Even though the data for the unit is scanty, it is estimated that the existing AHU can provide up to 20-ton of cooling capacity. While the contractor is responsible for the final sizing of the HVAC system, the GSHP size is tentatively set at 20-ton. A typical deep geothermal well can handle 2-3 tons of capacity; therefore, a 20-ton unit would need 7 to 10 wells depending on specific geothermal well contractor. A typical well spacing is 15 to 20 feet. So the maximum length of the well field for this project would be up to 200 feet. This would make it difficult to select a geothermal field to support the project. Contractors are

encouraged to work diligently with Village Engineering Personnel to develop a workable solution for this matter.

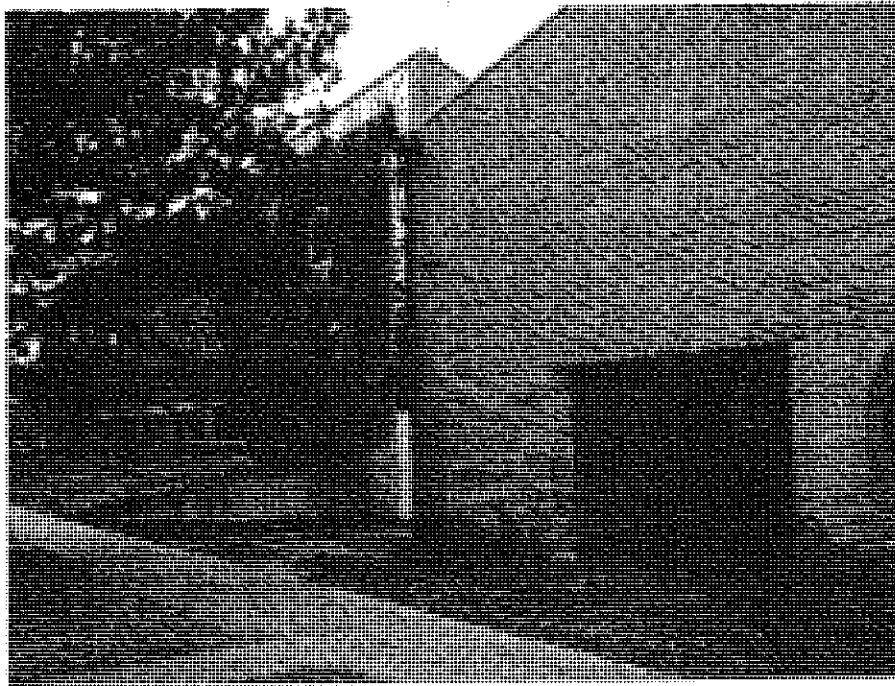
After the Village determines which proposal best suits the needs of the Village and meets the specifications set forth below, the selected company will enter into a contract with the Village to complete the project. The Contractor who is awarded the job shall install the new air handling system according to the general scope of work and specifications developed by the Village's mechanical engineering firm, Primera.

**Project Schedule:**

Request for Proposals issued:	Wednesday, Sept. 21 <sup>st</sup> , 2011
Pre-Proposal meeting held at Village Hall at 10:00 a.m.:	Wednesday, Sept. 28 <sup>th</sup> , 2011
Proposal due, 10:00 a.m.:	Friday, October 7 <sup>th</sup> , 2011
Proposal review period:	Week of October 10 <sup>th</sup> , 2011
Village Board approval:	Monday, November 7 <sup>th</sup> , 2011



Council Chambers –the supply air is above the gyp board ceiling



The Council Chambers structure (looking from northeast) – Chambers on second level.

**OWNER'S REQUIREMENTS:**

The Owner's requirements are consistent with the ultimate goal of this project: DESIGN AND BUILD A DEDICATED HVAC / MECHANICAL / GEOTHERMAL SYSTEM TO PROVIDE YEAR-ROUND COMFORT FOR THE COUNCIL CHAMBERS. Specifically:

1. The new HVAC system shall be able to provide comfort and indoor air quality for the Council Chambers year-round. The summer temperature shall be controlled at 75°F +/- 5°F. The winter temperature shall be controlled at 70°F +/- 5°F.
2. The humidity will be incidental to the HVAC controls (i.e., no active humidity controls). However, efforts shall be made to limit summer humidity under 60% RH (relative humidity).
3. The mechanical cooling system efficiency shall meet or surpass the requirements set forth by ASHRAE 90.1-2007.
4. The indoor air quality shall meet the requirements set forth by ASHRAE 62.1-2007.
5. The system shall comply with Building and Mechanical Codes adapted by Village of Oak Park.
6. The system can provide up to 8,000 cfm of ventilation air.

**SECTION II**  
**SCOPE OF WORK**

The scope of work described below is for general reference and information only. Bidders are encouraged to become thoroughly familiar with the existing conditions and to understand the ultimate goal of this project: DESIGN AND BUILD A DEDICATED HVAC / MECHANICAL / GEOTHERMAL SYSTEM TO PROVIDE YEAR-ROUND COMFORT FOR THE COUNCIL CHAMBERS, and to come up with the best and most cost-effective design concept and build such a system to achieve the ultimate goal. The Village is open-minded to consider various design concepts and award the contract to the bidder with the best overall design and build scheme.

The scope of work below is only intended for a starting point and general guidelines, and is not considered binding, as are the Drawing Diagrams and Specifications. Nevertheless, bidders are required to follow all applicable Village codes and standards, particularly ASHRAE 90.1 and LEED guidelines, and to obtain a construction permit from the Village.

The new work and demolition work associated with this project are described below:

**A. Modification of the HVAC Ductwork and Airshaft**

1. Cut an opening through the masonry wall from the outside into the existing airshaft to create access to the inside.
2. Install a standard hollow metal door 3'-0" by 6'-8" with door frame and lock on the opening.
3. Disconnect the existing 36" supply and return risers from the horizontal 36" ducts entering the shaft from underground.
4. Disconnect AHU (S6) from the underground ductwork in the east mechanical room in the lower level of the Village Hall.
5. Perform duct cleaning on the 36" supply riser and vacuum the inside thoroughly.
6. Seal (water tight) the openings of the air shaft to the horizontal supply and return duct openings from the underground ducts.
7. Modify the bottom of the 36" supply riser and extend it to the outside of the east side of the airshaft to be later connected to the new packaged unit. Seal the duct penetration water tight.
8. Install a return opening of 30x24 on the east side of the airshaft to be later connected to the new unit.
9. Close up and seal the concrete wall in the fan room after the ductwork has been disconnected from S6.

**B. Package Vertical Water Source Heat Pump**

1. Install a concrete base on the east side of the airshaft. The concrete base shall have footing to support the weight of various HVAC equipment.
2. Install a house keeping pad for the water source heat pump.
3. Procure and install a packaged water source heat pump with the following:
  - a. A supply fan with nominal air volume up to 8,000 cfm and external static up to 2.0" w.c.

- b. Multiple scroll type compressors running on R410A. The combined cooling capacity will be 20 ton or sized by the contractor. The rated efficiency shall meet ASHRAE 90.1.
  - c. An auxiliary electric heat with nominal capacity of 100 MBH.
  - d. Consideration being given to gas heat with gas fed from existing gas line.
4. Install supply and return ductwork from the new unit to the connections on the outside of the airshaft. Caulk and seal the connections.
  5. Install ductwork insulation.
  6. Install a 1-1/2" PVC condensate drain from the new unit to the ground drain.
  7. Install power wiring from one of existing breakers in the mechanical room to the new unit with a NEMA 1 disconnect switch. The power wiring includes that for the auxiliary electric heater, if electric heat is used.
  8. Install control wiring.

C. Piping System

1. Install an expansion tank (approximately 100 gallons acceptance volume).
2. Install a pressure fill system for filling the water loop with 25% propylene glycol brine.
3. Install an air separator.
4. Install an inline pump properly sized for this project.
5. Install all above-ground Schedule 40 carbon steel connecting all aforementioned equipment and the heat pump water connections.
6. Install all piping accessories including shut-off valves, gauges, thermometers, relief valves, vents, regulators, and check valves.
7. Install a VFD for the inline pump.
8. Install power wiring and control wiring to the pump and pressure fill system, and all others designed by Contractor.
9. Install a floor drain to the nearest sanitary drain system.

D. Mechanical Enclosure

1. Install a face-brick enclosure to house all HVAC and piping equipment. The brick type and color are to match the Village Hall exterior in order to blend the structure into the existing building.
2. Install a standard hollow metal door 3'-0" by 6'-8" with door frame and lock on the east side of the enclosure.
3. Install a roofing system for the enclosure.

E. Miscellaneous

1. Install temperature controls and network with Village-wide control system.
2. Perform Testing, Adjusting, and Balancing.

F. Geothermal System

7. Install a piping manifold chamber.
8. Bore geothermal wells and install 40mm diameter SDR 11 HDPE tubing with U-bend in each well. The number and depth of the wells shall be determined by the contractor to ensure proper performance of the system.

9. Connect all loops in the manifold chamber to SDR 11 HDPE headers.
10. Connect the HDPE headers in the mechanical room (enclosure) to the steel piping.

G. Additional Information

Bidders are asked to provide a schematic conceptual design of the geothermal system based on the specifications listed in this RFP, and the layout and conditions at the Village Hall. Bidders are asked to submit a fixed price proposal for the concept. The Village will select the best design which, in its judgment, best suits its purpose. The Village and the Contractor will then enter into a design-build agreement for the work which is subject to approval by the President and Board of Trustees. The Village and the contractor will adjust the proposed price based on the final detailed design specifications and the Village's project budget.

At the conclusion of the project, the Contractor will be required to commission the system to certify that all equipment has been and is operating at its design capacity and is installed in accordance with the plans, specifications and local, state and federal codes.

F. Attachments

The following attachments are provided not as the requirement for the design, but only as information to help Contractors to get started in the design process:

1. Sketch drawing SK-2 for Geothermal Option.
2. Drawing Diagram showing a conceptual level geothermal system.
3. Specifications for general mechanical requirements, HVAC insulation, and water-source (ground source) heat pumps.
  - a. SECTION 15010 - GENERAL MECHANICAL REQUIREMENTS
  - b. SECTION 15083 - HVAC INSULATION
  - c. SECTION 15745 - WATER-SOURCE HEAT PUMPS
  - d. SECTION 15747 - GROUND HEAT EXCHANGER (GHEX) DESIGN

## SECTION 15010 - GENERAL MECHANICAL REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 WORK INCLUDES

##### A. Summary:

1. The work to be performed under this Division shall include all labor, materials, equipment, transportation, construction plant and facilities necessary to provide a complete and satisfactory system ready to use. Examine all drawings and all sections of the specifications to ascertain to what extent other contracts affect work.

#### 1.2 QUALITY ASSURANCE

- ##### A. Qualifications of contractor: All materials and equipment shall be new and all work shall be executed with the maximum speed consistent with current accepted trade practices. Furnish materials and equipment promptly after authorization to proceed, and proceed with work in progress with the other contractors on the project. Perform all work included in contract in a manner that will not cause interferences or delays to, or interfere with, the progress of other contractors.

##### B. Requirements of regulatory agencies:

1. Permits: Arrange and pay for all permits, inspections and utility connections required.

##### C. Referenced standards:

1. Comply with specified codes and standards. If conflict exists between codes or standards and drawings, project manuals or addenda requirements, request clarification from Architect/Engineer.
2. Conform to the installation rules and regulations of the standards listed including all subsequently published amendments thereto issued prior to the date of the bidding documents.
3. Conform to the requirements of all local, state and federal agencies which have authority over this project. Include all items of labor and material required to meet such requirements regardless of the failure to specify in the project manual or indicate on the drawings each individual item.
4. All equipment, apparatus and systems shall be rated, tested, fabricated and installed with the applicable industry standards.
5. The applicable portions of the latest editions of following standards form a part of this project manual to the same force and effect as if repeated herein.
  - a. American Gas Association, Inc. (AGA)
  - b. American Society for Testing Materials (ASTM)
  - c. American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)
  - d. American Society of Mechanical Engineers (ASME)
  - e. American Water Works Association (AWWA)
  - f. National Electrical Code (NEC)
  - g. National Electric Manufacturers Association (NEMA)
  - h. National Fire Protection Association (NFPA)
  - i. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)



- j. Underwriters Laboratories, Inc. (UL)
- k. Illinois Standard Specifications for Water & Sewer Main Construction.
- l. Illinois Environmental Protection Agency (IEPA)
- m. Illinois Department of Public Health (IDPH)
- n. City of Chicago Building Code, 2009
- o. Illinois Plumbing Code, 2004

#### 1.4 COORDINATION & SUBMITTALS

- A. All contractors shall provide 1/4" = 1'-0" coordination drawings showing locations, dimensions and height of installation of all major pieces of equipment, ductwork and piping provided under their respective contracts. The contractors shall overlay their respective drawings and resolve all conflicts before actual installation begins.
- B. Exception: Plumbing lines below or behind plumbing fixtures shall have precedence over all other work. Electrical conduit above or below switchgear, panel boards and control panels shall have precedence over all other work. Do not install any fluid conveying piping over electrical equipment.
- C. Shop Drawings:
  - 1. After receiving approval of equipment manufacturers, prior to delivery of any material to job site, and sufficiently in advance to allow the Architect/Engineer ample time for checking, submit digital copies in portable document format (PDF) of detailed, dimensioned shop drawings or cuts, showing construction, size, arrangement, operation clearances, performance characteristics, and capacity of equipment and material. The Architect/Engineer's review of such submittals shall not relieve the Contractor from responsibility for errors.
- D. Operation & Maintenance Manual:
  - 1. At least (3) weeks prior to substantial completion, (1) copy of each manual shall, be submitted for approval by the Architect/Engineer and for review by the Owner / Commissioning Authority, if applicable. Upon approval of all mechanical shop drawings, and at least (3) weeks prior to Owner operation and maintenance staff training, provide the Owner with three (3) approved copies of a hardbound operating manual for all equipment furnished and installed under this work.
- E. As-Built Drawings: During the progress of the work, record all changes or deviations from the original drawings and layout of the work and record critical dimensions of buried or concealed work. Submit to Architect/Engineer for approval no later than (2) weeks after substantial completion. Upon approval of As-Built documents by the Architect/Engineer, contractor shall provide the Owner with (2) full-sized hard copies, and (1) copy in electronic \*.pdf format on a CD-rom or DVD-rom media. Image for each \*.pdf file must have a minimum resolution of 600 dpi. Each disc must be provided with a vinyl case, and case must be labeled with project name, media content and contractor contact information.

#### 1.5 JOB CONDITIONS

- A. Existing conditions:
  - 1. In order to become familiar with the scope of the work involved, visit the existing site, before submitting bid, and carefully examine the existing condition in order to have full knowledge and understanding of the conditions and restrictions affecting the performance of the work

required. Include in bid all work which is reasonably inferred by the contract drawings and specifications, whether specifically shown or not, as a result of existing conditions, construction, irregularities and interferences which may affect work. No additional compensation will be considered for misunderstanding the conditions to be met.

#### 1.6 CLEANING

- A. Upon completion of the contract all remaining materials and rubbish shall be removed from the building and premises and the work areas shall be left clean and free from stains, mortar, paint spots, etc.
- B. All switches, controls, and safety devices shall be clearly and permanently marked with embossed or printed plates as to purpose and as to operation and shall be tested in the presence of the Owner's designated representative to ensure that their function and purpose is understood.
- C. Upon completion of the work, put systems into service maintaining responsibility for the equipment during all testing operations including the lubricating and turning on and off of such apparatus.

#### 1.7 WARRANTY

- A. Guarantee all work including labor, material and equipment for this project for a period of one (1) year from date of acceptance by Owner as determined by the Construction Manager. Contractor shall extend standard manufacturer's warranty on all equipment utilized during construction for heating and cooling.
- B. Warranty requirements shall extend to correction, without cost to the Owner, of all Work found to be defective or nonconforming to the contract documents. The Contractor shall bear the cost of correcting all damage resulting from defects or nonconformance with contract documents.
- C. Provide extended warranties on equipment (or portion of) as follows:
  - 1. Compressors (parts and labor) - 5 years
  - 3. Valve actuators (parts) - 5 years
  - 4. All sensors (inclusive of calibration) - 3 years
- D. Contractor shall provide the Owner with prices for all non-standard additional manufacturer warranties to meet the extended warranties requirements, as listed in 'B' above. The Owner reserves the option to accept, or reject, as desired. If rejected by the Owner, a credit in the amount of the additional warranty price will be due to the Owner.
- E. Additional requirements for HVAC maintenance service:
  - 1. At no expense to the Owner, during the one year building warranty period, provide complete service of controls systems, including call backs. Make minimum of two complete normal inspections in addition to normal service calls to inspect, calibrate, and adjust controls, and submit written reports to the Owner.
  - 2. Minimum response time for service calls **MUST BE WITHIN 48 hours** of call. Contractor must have a competent service technician available to perform needed service adjustments within a 50 mile radius of the project. Failure by the Contractor to comply with either of these requirements will forfeit any remaining building warranty retainage in accordance with the requirements of the contract documents.

END OF SECTION 15010

## SECTION 15083 - HVAC INSULATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 DEFINITIONS

- A. Hot Surfaces: Normal operating temperatures of 100 deg F or higher.
- B. Dual-Temperature Surfaces: Normal operating temperatures that vary from hot to cold.
- C. Cold Surfaces: Normal operating temperatures less than 75 deg F.
- D. Thermal Resistivity: "R-values" represent the reciprocal of thermal conductivity (k-value). Thermal conductivity is the rate of heat flow through a homogeneous material exactly 1 inch thick. Thermal resistivities are expressed by the temperature difference in degrees F between two exposed faces required to cause one Btu to flow through one square foot of material, in one hour, at a given mean temperature.
- E. Density: Is expressed in lb/cu.ft.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, thermal resistivity (R-value), thickness, and jackets (both factory and field applied, if any).

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Fire-Test-Response Characteristics: Insulation and related materials shall have fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing and inspecting agency.
  - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
- C. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of documented experience.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Containers for Insulation material, coverings, cements, adhesives and coatings shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, maximum use temperature, and fire hazard index.
- B. Protect against dirt, water and chemical and mechanical damage. Do not install damaged or wet insulation. Remove any such damaged and wet insulation from site.

## 1.6 COORDINATION

- A. Coordinate size and location of supports, hangers, and insulation shields.
- B. Coordinate clearance requirements with piping installer for piping insulation application, duct installer for duct insulation application, and equipment installer for equipment insulation application. Before preparing piping and ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

## 1.7 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

## 1.8 WARRANTY

- A. Provide warranty on materials and labor for 18 months starting from date of delivery, or one year from date of completion, whichever is longer.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Subject to compliance with requirements, provide products by one of the following manufacturers:
  - 1. Flexible Elastomeric:
    - a. Aeroflex USA Inc.; Aerocel.
    - b. Armacell LLC; AP Armaflex.
    - c. RBX Corporation; Insul-Sheet 1800 and Insul-Tube 180.
  - 2. Mineral-Fiber Blanket Insulation:
    - a. CertainTeed Corp.; Duct Wrap.
    - b. Johns Manville; Microlite.
    - c. Owens Corning; All-Service Duct Wrap.

- d. Knauf Insulation.
3. Mineral-Fiber Board Insulation:
- a. CertainTeed Corp.; Commercial Board.
  - b. Fibrex Insulations Inc.; FBX.
  - c. Johns Manville; 800 Series Spin-Glas.
  - d. Knauf Insulation; Insulation Board.
  - e. Manson Insulation Inc.; AK Board.
  - f. Owens Corning; Fiberglas 700 Series..
4. Fire-Rated Blanket: High-temperature, flexible, blanket insulation with FSK jacket that is UL tested and certified to provide a 2-hour fire rating. Products:
- a. CertainTeed Corp.; FlameChek.
  - b. Johns Manville; Firetemp Wrap.
  - c. Nelson Firestop Products; Nelson FSB Flameshield Blanket.
  - d. Thermal Ceramics; FireMaster Duct Wrap.
  - e. 3M; Fire Barrier Wrap Products.
  - f. Unifrax Corporation; FyreWrap.
  - g. Vesuvius; PYROSCAT FP FASTR Duct Wrap.
5. Duct Liner:
- a. Knauf Insulation: [www.knaufusa.com](http://www.knaufusa.com)
  - b. Johns Manville Corporation: [www.jm.com](http://www.jm.com)
  - c. Owens Corning Corp: [www.owenscorning.com](http://www.owenscorning.com)
  - d. CertainTeed Corporation: [www.certainteed.com](http://www.certainteed.com)
6. Mineral-Fiber, Preformed Pipe Insulation:
- a. Fibrex Insulations Inc.; Coreplus 1200.
  - b. Johns Manville; Micro-Lok.
  - c. Knauf Insulation; 1000 Pipe Insulation.
  - d. Owens Corning; Fiberglas Pipe Insulation.
7. Mineral-Fiber, Pipe and Tank Insulation:
- a. CertainTeed Corp.; CrimpWrap.
  - b. Johns Manville; MicroFlex.
  - c. Knauf Insulation; Pipe and Tank Insulation.
  - d. Manson Insulation Inc.; AK Flex.
  - e. Owens Corning; Fiberglas Pipe and Tank Insulation.
8. Fire-Rated Blanket:
- a. CertainTeed Corp.; FlameChek.
  - b. Johns Manville; Firetemp Wrap.
  - c. Nelson Firestop Products; Nelson FSB Flameshield Blanket.
  - d. 3M; Fire Barrier Wrap Products.
9. Mineral-Fiber Insulating Cement:
- a. Insulco, Division of MFS, Inc.; Triple I.

- b. P. K. Insulation Mfg. Co., Inc.; Super-Stik.
10. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement:
- a. Insulco, Division of MFS, Inc.; SmoothKote.
  - b. P. K. Insulation Mfg. Co., Inc.; PK No. 127, and Quik-Cote.
  - c. Rock Wool Manufacturing Company; Delta One Shot.
11. Flexible Elastomeric and Polyolefin Adhesive:
- a. Aeroflex USA Inc.; Aero seal.
  - b. Armacell LCC; 520 Adhesive.
  - c. Foster Products Corporation, H. B. Fuller Company; 85-75.
  - d. RBX Corporation; Rubatex Contact Adhesive.
12. Mineral-Fiber Adhesive:
- a. Childers Products, Division of ITW; CP-82.
  - b. Foster Products Corporation, H. B. Fuller Company; 85-20.
  - c. ITW TACC, Division of Illinois Tool Works; S-90/80.
13. ASJ Adhesive, and FSK Adhesive:
- a. Childers Products, Division of ITW; CP-82.
  - b. Foster Products Corporation, H. B. Fuller Company; 85-20.
  - c. ITW TACC, Division of Illinois Tool Works; S-90/80..
14. PVC Jacket Adhesive:
- a. Dow Chemical Company (The); 739, Dow Silicone.
  - b. Johns-Manville; Zeston Perma-Weld, CEEL-TITE Solvent Welding Adhesive.
  - c. Speedline Corporation; Speedline Vinyl Adhesive.
15. Vapor-Barrier Mastic:
- a. Childers Products, Division of ITW; CP-35.
  - b. Foster Products Corporation, H. B. Fuller Company; 30-90.
  - c. ITW TACC, Division of Illinois Tool Works; CB-50.
  - d. Vimasco Corporation; 749.
16. Lagging Adhesives:
- a. Childers Products, Division of ITW; CP-52.
  - b. Foster Products Corporation, H. B. Fuller Company; 81-42.
  - c. Vimasco Corporation; 136.
17. Joint Sealants for Cellular-Glass, Phenolic, and Polyisocyanurate Products:
- a. Childers Products, Division of ITW; CP-76.
  - b. Foster Products Corporation, H. B. Fuller Company; 30-45.
  - c. Pittsburgh Corning Corporation; Pittseal 444.
  - d. Vimasco Corporation; 750.
18. Metal Jacket Flashing Sealants:

- a. Childers Products, Division of ITW; CP-76-8.
  - b. Foster Products Corporation, H. B. Fuller Company; 95-44..
  - c. Vimasco Corporation; 750.
19. ASJ Flashing Sealants and PVC Jacket Flashing Sealants:
- a. Childers Products, Division of ITW; CP-76.
20. PVC Jacket:
- a. Johns Manville; Zeston.
  - b. P.I.C. Plastics, Inc.; FG Series.
  - c. Proto PVC Corporation; LoSmoke.
  - d. Speedline Corporation; SmokeSafe.
21. Metal Jacket:
- a. Childers Products, Division of ITW; Metal Jacketing Systems.
  - b. PABCO Metals Corporation; Surefit.
  - c. RPR Products, Inc.; Insul-Mate.
22. ASJ Tape:
- a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0835.
  - b. Compac Corp.; 104 and 105.
  - c. Ideal Tape Co., Inc., an American Biltrite Company; 428 AWF ASJ.
  - d. Venture Tape; 1540 CW Plus, 1542 CW Plus, and 1542 CW Plus/SQ.
23. FSK Tape:
- a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0827.
  - b. Compac Corp.; 110 and 111.
  - c. Ideal Tape Co., Inc., an American Biltrite Company; 491 AWF FSK.
  - d. Venture Tape; 1525 CW, 1528 CW, and 1528 CW/SQ.
24. PVC Tape:
- a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0555.
  - b. Compac Corp.; 130.
  - c. Ideal Tape Co., Inc., an American Biltrite Company; 370 White PVC tape.
  - d. Venture Tape; 1506 CW NS.
25. Bands:
- a. Childers Products; Bands.
  - b. PABCO Metals Corporation; Bands.
  - c. RPR Products, Inc.; Bands.
26. Insulation Pins and Hangers:
- a. AGM Industries, Inc.; CWP-1.
  - b. GEMCO; Cupped Head Weld Pin.
  - c. Midwest Fasteners, Inc.; Cupped Head.
  - d. Nelson Stud Welding; CHP

27. Wire:

- a. C & F Wire.
- b. Childers Products.
- c. PABCO Metals Corporation.
- d. RPR Products, Inc.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation and other conditions affecting performance of insulation application.
  1. Verify that systems and equipment to be insulated have been tested and are free of defects.
  2. Verify that surfaces to be insulated are clean and dry.
  3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Preparation: Clean and prepare surfaces to be insulated. Remove materials that will adversely affect insulation application. Before insulating, apply a corrosion coating to insulated surfaces as follows:
  1. Stainless Steel: Coat 300 series stainless steel with an epoxy primer 5 mils thick and an epoxy finish 5 mils thick if operating in a temperature range between 140 and 300 deg F. Consult coating manufacturer for appropriate coating materials and application methods for operating temperature range.
  2. Carbon Steel: Coat carbon steel operating at a service temperature between 32 and 300 deg F with an epoxy coating. Consult coating manufacturer for appropriate coating materials and application methods for operating temperature range.
- B. Coordinate insulation installation with the trade installing heat tracing, if any. Comply with requirements for heat tracing that apply to insulation.
- C. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment, ducts and fittings, and piping including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of equipment, duct system, and pipe system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.



- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during application and finishing.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
  - 1. Install insulation continuously through hangers and around anchor attachments.
  - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
  - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
  - 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
  - 1. Draw jacket tight and smooth.
  - 2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
  - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
    - a. For below ambient services, apply vapor-barrier mastic over staples.
  - 4. Cover joints and seams with tape as recommended by insulation material manufacturer to maintain vapor seal.
  - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct and pipe flanges and fittings.
- M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.
- P. For above ambient services, do not install insulation to the following:
  - 1. Vibration-control devices.
  - 2. Testing agency labels and stamps.
  - 3. Nameplates and data plates.
  - 4. Manholes.
  - 5. Handholes.
  - 6. Cleanouts.
- Q. Duct and Plenum Liner Application:
  - 1. Adhere insulation with adhesive for 100 percent coverage.
  - 2. Secure insulation with mechanical liner fasteners. Refer to SMACNA HVAC Duct Construction Standards – Metal Flexible for spacing.
  - 3. Seal and smooth joints. Seal and coat transverse joints.
  - 4. Seal liner surface penetrations with adhesive.
  - 5. Duct dimensions indicated are net inside dimensions required for air flow. Increase duct size to allow for insulation thickness.

### 3.4 PENETRATIONS

- A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
  - 1. Seal penetrations with flashing sealant.
  - 2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
  - 3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
  - 4. Seal jacket to roof flashing with flashing sealant.
- B. Insulation Installation at Underground Exterior Wall Penetrations: Terminate insulation flush with sleeve seal. Seal terminations with flashing sealant.
- C. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
  - 1. Seal penetrations with flashing sealant.
  - 2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
  - 3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
  - 4. Seal jacket to wall flashing with flashing sealant.
- D. Insulation Installation at Interior Wall and Partition Penetrations (that are not fire rated): Install insulation continuously through walls and partitions.

E. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions. Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.

1. Comply with requirements in Division 7 Section "Through-Penetration Firestop Systems" for firestopping and fire-resistive joint sealers.

F. Insulation Installation at Floor Penetrations:

1. Duct: Install insulation continuously through floor penetrations that are not fire rated. For penetrations through fire-rated assemblies, terminate insulation at fire damper sleeves and externally insulate damper sleeve beyond floor to match adjacent duct insulation. Overlap damper sleeve and duct insulation at least 2 inches.
2. Pipe: Install insulation continuously through floor penetrations.
3. Seal penetrations through fire-rated assemblies. Comply with requirements in Division 7 Section "Through-Penetration Firestop Systems."

### 3.5 EQUIPMENT, TANK, AND VESSEL INSULATION INSTALLATION

A. Mineral Fiber, Pipe and Tank Insulation Installation for Tanks and Vessels: Secure insulation with adhesive and anchor pins and speed washers.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of tank and vessel surfaces.
2. Groove and score insulation materials to fit as closely as possible to equipment, including contours. Bevel insulation edges for cylindrical surfaces for tight joints. Stagger end joints.
3. Protect exposed corners with secured corner angles.
4. Install adhesively attached or self-sticking insulation hangers and speed washers on sides of tanks and vessels as follows:
  - a. Do not weld anchor pins to ASME-labeled pressure vessels.
  - b. Select insulation hangers and adhesive that are compatible with service temperature and with substrate.
  - c. On tanks and vessels, maximum anchor-pin spacing is 3 inches from insulation end joints, and 16 inches o.c. in both directions.
  - d. Do not overcompress insulation during installation.
  - e. Cut and miter insulation segments to fit curved sides and domed heads of tanks and vessels.
  - f. Impale insulation over anchor pins and attach speed washers.
  - g. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
5. Secure each layer of insulation with stainless-steel or aluminum bands. Select band material compatible with insulation materials.
6. Where insulation hangers on equipment and vessels are not permitted or practical and where insulation support rings are not provided, install a girdle network for securing insulation. Stretch prestressed aircraft cable around the diameter of vessel and make taut with clamps, turnbuckles, or breather springs. Place one circumferential girdle around equipment approximately 6 inches from each end. Install wire or cable between two circumferential girdles 12 inches o.c. Install a wire ring around each end and around outer periphery of center

openings, and stretch prestressed aircraft cable radially from the wire ring to nearest circumferential girdle. Install additional circumferential girdles along the body of equipment or tank at a minimum spacing of 48 inches o.c. Use this network for securing insulation with tie wire or bands.

7. Stagger joints between insulation layers at least 3 inches.
8. Install insulation in removable segments on equipment access doors, manholes, handholes, and other elements that require frequent removal for service and inspection.
9. Bevel and seal insulation ends around manholes, handholes, ASME stamps, and nameplates.
10. For equipment with surface temperatures below ambient, apply mastic to open ends, joints, seams, breaks, and punctures in insulation.

B. Flexible Elastomeric Thermal Insulation Installation for Tanks and Vessels: Install insulation over entire surface of tanks and vessels.

1. Apply 100 percent coverage of adhesive to surface with manufacturer's recommended adhesive.
2. Seal longitudinal seams and end joints.

C. Insulation Installation on Pumps:

1. Fabricate metal boxes lined with insulation. Fit boxes around pumps and coincide box joints with splits in pump casings. Fabricate joints with outward bolted flanges. Bolt flanges on 6-inch centers, starting at corners. Install 3/8-inch-diameter fasteners with wing nuts. Alternatively, secure the box sections together using a latching mechanism.
2. For Hot Water systems, fabricate boxes from galvanized steel, at least 0.050 inch thick.
3. For Dual Temperature, Chilled Water or Cold Water Systems, fabricate boxes from stainless steel at least 0.050 inch thick.
4. For below ambient services, install a vapor barrier at seams, joints, and penetrations. Seal between flanges with replaceable gasket material to form a vapor barrier.

### 3.6 GENERAL PIPE INSULATION INSTALLATION

A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles. Coordinate with drawings for insulation at locations of pipe expansion.

B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:

1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity, unless otherwise indicated.
2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.

5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below ambient services, provide a design that maintains vapor barrier.
  6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
  7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below ambient services and a breather mastic for above ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
  8. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.
  9. Stencil or label the outside insulation jacket of each union with the word "UNION." Match size and color of pipe labels.
- C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes, vessels, and equipment. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.
- D. Install removable insulation covers at locations indicated on drawings. Installation shall conform to the following:
1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
  2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
  3. Construct removable valve insulation covers in same manner as for flanges except divide the two-part section on the vertical center line of valve body.
  4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.
  5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

### 3.7 FLEXIBLE ELASTOMERIC INSULATION INSTALLATION

- A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- B. Insulation Installation on Pipe Flanges:

1. Install pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as pipe insulation.
4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install mitered sections of pipe insulation.
2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed valve covers manufactured of same material as pipe insulation when available.
2. When preformed valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Install insulation to flanges as specified for flange insulation application.
4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

### 3.8 MINERAL-FIBER INSULATION INSTALLATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets on below ambient surfaces, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available.

2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
4. Install insulation to flanges as specified for flange insulation application.

E. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
  - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
  - b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
  - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
  - d. Do not over-compress insulation during installation.
  - e. Impale insulation over pins and attach speed washers.
  - f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from 1 edge and 1 end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
  - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
  - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to 2 times the insulation thickness but not less than 3 inches
5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.

6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

F. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
  - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
  - b. On duct sides with dimensions larger than 18 inches space pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
  - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
  - d. Do not overcompress insulation during installation.
  - e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from 1 edge and 1 end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
  - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
  - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to 2 times the insulation thickness but not less than 3 inches.
5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.



### 3.9 FIELD-APPLIED JACKET INSTALLATION

- A. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints; for horizontal applications, install with longitudinal seams along top and bottom of tanks and vessels. Seal with manufacturer's recommended adhesive.
  - 1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.
- B. Where Stainless Steel jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches o.c. and at end joints.

### 3.10 FIRE-RATED INSULATION SYSTEM INSTALLATION

- A. Where fire-rated insulation system is indicated, secure system to ducts and duct hangers and supports to maintain a continuous fire rating.
- B. Insulate duct access panels and doors to achieve same fire rating as duct.
- C. Install firestopping at penetrations through fire-rated assemblies. Fire-stop systems are specified in Division 7 Section "Through-Penetration Firestop Systems."

### 3.11 FINISHES

- A. Duct, Equipment, and Pipe Insulation with ASJ exposed to view only: Paint jacket with paint system identified below and as specified in Division 9 painting Sections. Coordinate with Architect.
  - 1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.
    - a. Finish Coat Material: Interior, flat, latex-emulsion size.
- B. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.

### 3.12 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor shall engage a qualified testing agency to perform tests and inspections.
- B. Tests and Inspections:
  - 1. Inspect ductwork, randomly selected by Owner, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location for each duct system.
  - 2. Inspect field-insulated equipment, randomly selected by Owner, by removing field-applied jacket and insulation in layers in reverse order of their installation.
  - 3. Inspect pipe, fittings, strainers, and valves, randomly selected by Owner, by removing field-applied jacket and insulation in layers in reverse order of their installation.

- C. All insulation applications will be considered defective work if sample inspection reveals noncompliance with requirements. Owner may reject all work if sample work is found to be defective.

### 3.13 DUCT INSULATION PERFORMANCE , GENERAL

#### A. Plenums and Ducts Requiring Insulation:

1. Indoor, supply and outdoor air.
2. Indoor, concealed return located in non-conditioned space.
3. Indoor, return located in non-conditioned space.
4. Indoor, exhaust between isolation damper and penetration of building exterior.
5. Outdoor, supply, return and air.

#### B. Items Not Insulated:

1. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1 2004.
2. Factory-insulated flexible ducts.
3. Factory-insulated plenums and casings.
4. Flexible connectors.
5. Vibration-control devices.
6. Factory-insulated access panels and doors.

### 3.14 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

#### A. INSULATION APPLICATION SCHEDULE

1. General: Abbreviations used in the following schedules include:

- a. Field-Applied Jackets: P - PVC, K - Foil and Paper, A - Aluminum, SS - Stainless Steel.

#### B. DUCT SYSTEMS INSULATION SCHEDULE

DUCT LOCATION	OUTSIDE AIR, SUPPLY AIR , EXHAUST AIR (DOWN STREAM OF DAMPER) INSULATION INSTALLED R-VALUE (H-FT <sup>2</sup> -°F)/BTU	RETURN INSULATION INSTALLED R-VALUE (H-FT <sup>2</sup> -°F)/BTU
EXTERIOR OF BUILDING (NOTE 5,6,7)	6.5	6.5
DOUBLE WALL DUCTWORK (NOTE 8)	-	-
UNCONDITIONED SPACE (NOTE 2,5,6,7)	6.5	6.5
DUCT LOCATION	OUTSIDE AIR, SUPPLY AIR , EXHAUST AIR (DOWN STREAM OF DAMPER) INSULATION INSTALLED	RETURN INSULATION INSTALLED R-VALUE (H-FT <sup>2</sup> -°F)/BTU

	R-VALUE (H-FT <sup>2</sup> -°F)/BTU	
CEILING CAVITY / SHAFTS / SOFFITS / MECHANICAL SPACES AND ROOMS (NOTE 4,5,6,7)	3.5	-
EXPOSED LOCATIONS WITHIN CONDITIONED SPACE	-	-

NOTE 1: INSULATION R-VALUES, MEASURED IN (H X FT<sup>2</sup> X F)/BTU, ARE FOR THE INSULATION AS INSTALLED AND DO NOT INCLUDE FILM RESISTANCE. WHERE EXTERIOR WALLS ARE USED AS PLENUM WALLS, WALL INSULATION SHALL BE AS REQUIRED BY THE MOST RESTRICTIVE CONDITION OF ASHRAE 90.1-2004 SECTION 5 OR 6.4.4.2. INSULATION RESISTANCE MEASURED ON A HORIZONTAL PLANE IN ACCORDANCE WITH ASTM C518 AT A MEAN TEMPERATURE OF 75F AT THE INSTALLED THICKNESS.

NOTE 2: INCLUDING CRAWL SPACES (BOTH VENTILATED/NON-VENTILATED), FRAMED CAVITIES IN WALLS, FLOOR AND CEILING ASSEMBLIES WHICH (A) SEPARATE CONDITIONED SPACE FROM UNCONDITIONED SPACE OR OUTSIDE AIR, AND (B) ARE UNINSULATED ON THE SIDE FACING AWAY FROM CONDITIONED SPACE.

NOTE 3: RETURN AIR PLENUMS WITH OR WITHOUT EXPOSED ROOFS ABOVE.

NOTE 4: CAVITY CONTAINED WITHIN THE INSULATED BUILDING ENVELOPE.

NOTE 5: VAPOR BARRIER REQUIRED.

NOTE 6: FIELD APPLIED JACKET (STAINLESS STEEL FOR EXTERIOR APPLICATIONS, PVC FOR INTERIOR EXPOSED LOCATIONS).

NOTE 7: PROVIDE MINERAL FIBER BOARD WITH FIELD APPLIED JACKET (SS EXTERIOR, ALL SERVICE INTERIOR) IN EXPOSED LOCATIONS IN LIEU OF MINERAL FIBER BLANKET.

NOTE 8: DO NOT PROVIDE EXTERNAL FIELD APPLIED INSULATION ON DOUBLE WALL DUCTWORK. INTERSTITIAL SPACE INSULATION TO BE PROVIDED WITH PRODUCT.

### 3.15 EQUIPMENT INSULATION SCHEDULE

- A. Insulation materials and thicknesses are identified below. If more than one material is listed for a type of equipment, selection from materials listed is Contractor's option.
- B. Insulate indoor and outdoor equipment in paragraphs below that are not factory insulated.
- C. Heating-hot-water expansion/compression tank insulation shall be one of the following:
  - 1. Mineral-Fiber Board: 1 inch thick and 3-lb/cu. ft. nominal density. PVC jacket.
  - 2. Mineral-Fiber Pipe and Tank: 1 inch thick. PVC jacket.
- D. Heating-hot-water air-separator insulation shall be one of the following:
  - 1. Mineral-Fiber Board: 2 inches thick and 3-lb/cu. ft. nominal density. PVC jacket.
  - 2. Mineral-Fiber Pipe and Tank: 2 inches thick. PVC jacket.

E. Piping system filter-housing (side stream filter) insulation shall be one of the following:

1. Mineral-Fiber Board: 2 inches thick and 3-lb/cu. ft. nominal density. PVC jacket.
2. Mineral-Fiber Pipe and Tank: 2 inches thick. PVC jacket.

### 3.16 PIPING INSULATION SCHEDULE, GENERAL

A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.

B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:

1. Drainage piping located in crawl spaces.
2. Underground piping.
3. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

### 3.17 PIPING INSULATION SCHEDULE

A. General:

B. Abbreviations used in the following schedules include:

1. Field-Applied Jackets: P - PVC, K - Foil and Paper, A - Aluminum, SS - Stainless Steel.
2. Pipe Sizes: NPS - Nominal Pipe Size.

C. Minimum HVAC pipe insulation thickness table:

	FLUID TEMPERATURE RANGE (°F)	INSULATION TYPE AND FIELD-APPLIED JACKET			PIPE SIZE AND INSULATION THICKNESS (INCHES) <sup>(5)(6)</sup>					
		GLASS FIBER	POLYISOCYANURATE	FLEXIBLE ELASTOMERIC	< 1" <sup>(4)</sup>	1" to < 1-1/2"	1-1/2" to < 4"	4" to 6"	6" to 8"	8" and Larger
HEATING SYSTEMS <sup>(1)(9)</sup> (Hot Water)										
Low temperature	106-200	X			1	1	1-1/2	1-1/2	1-1/2	1-1/2
COOLING SYSTEMS <sup>(1)(9)</sup>										
Chilled water, refrigerant and brine	40-60	X <sup>(2)(8)</sup>	X <sup>(2)(3)(8)</sup>	X <sup>(8)</sup>		1/2	3/4	1	1	1
	Below 40	X <sup>(2)(8)</sup>	X <sup>(2)(3)(8)</sup>	X <sup>(8)</sup>		1	1-1/2	1-1/2	1-1/2	1-1/2

Notes:

1. Glass fiber insulation only for hydronic piping
2. (P), (A) or (SS) Field-Applied Jacket on outdoor installations, exposed and concealed
3. For outdoor use only
4. Piping insulation is not required between control valve the control valve and coil on runouts when the control valve is within 4ft of the coil and the pipe size is 1" or less.
5. For piping exposed to outdoor air, increase insulation thickness by 1-inch
6. Insulation thickness is based on insulation having a thermal conductivity of 0.22 to 0.25 BTU-inch/(h-ft<sup>2</sup>°F) on a flat surface at a mean temperature of 75F.
7. Not used.
8. Vapor barrier.
9. Dual temperature water shall be treated as Low temperature hot water with a vapor barrier.

3.18 INDOOR, FIELD-APPLIED JACKET SCHEDULE

- A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.
- B. Piping, Exposed:
  1. PVC, Off-White Color: 10 mils thick.

3.19 OUTDOOR, FIELD-APPLIED JACKET SCHEDULE

- A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.
- B. Ducts and Plenums, Exposed, up to 48 Inches in Diameter or with Flat Surfaces up to 72 Inches

1. Stainless Steel, Type 304, Smooth 2B Finish: 0.016 inch thick.
- C. Ducts and Plenums, Exposed, Larger Than 48 Inches in Diameter or with Flat Surfaces Larger Than 72 Inches:
1. Stainless Steel, Type 304, Smooth Finish: 0.020 inch thick.

**END OF SECTION 15083**

## SECTION 15745 - WATER-SOURCE HEAT PUMPS

### PART 4 - GENERAL

#### 4.1 RELATED DOCUMENTS

- A. Drawings.
- B. Project Information, Instructions to Bidders, and Execution Documents.
- C. Standard Terms and Conditions for Construction Contracts.

#### 4.2 SUBMITTALS

- A. Product Data: Include rated capacities, furnished specialties, and accessories for each model.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 1. Wiring Diagrams: Power, signal, and control wiring.
- C. Product Certificates: For each type of water-source heat pump, signed by product manufacturer.
- D. Field quality-control test reports.
- E. Operation and Maintenance Data: For water-source heat pumps to include in emergency, operation, and maintenance manuals.
- F. Warranty: Special warranty specified in this Section.

#### 4.3 QUALITY ASSURANCE

- A. Product Options: Drawings indicate size, profiles, and dimensional requirements of water-source heat pumps and are based on the specific system indicated.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. ASHRAE Compliance:
  - 1. ASHRAE 15.
  - 2. Applicable requirements in ASHRAE 62.1-2004, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."
- D. ASHRAE/IESNA 90.1-2007 Compliance: Applicable requirements in ASHRAE/IESNA 90.1-2007, Section 6 - "Heating, Ventilating, and Air-Conditioning."
- E. Comply with NFPA 70.
- F. Comply with safety requirements in UL 484 for assembly of free-delivery water-source heat pumps.

- G. Comply with safety requirements in UL 1995 for duct-system connections.

#### 4.4 COORDINATION

- A. Coordinate layout and installation of water-source heat pumps and suspension components with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system components, and partition assemblies.
- B. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 3.

#### 4.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of water-source heat pumps that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, refrigeration components.
  - 2. Warranty Period: Five years from date of Substantial Completion.

#### 4.6 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. One set of matched fan belts for each belt-driven fan.
  - 2. One set of filters for each unit.

### PART 5 - PRODUCTS

#### 5.1 MANUFACTURERS

- A. Subject to compliance with requirements, provide products by one of the following:
  - 1. ClimateMaster, Inc.
  - 2. Trane
  - 3. McQuay

#### 5.2 VERTICAL-STACK WATER-SOURCE HEAT PUMPS

- A. Description: Packaged water-source heat pump with temperature controls; factory assembled, tested, and rated according to ARI-ISO-13256-1.
- B. Cabinet and Chassis: Manufacturer's standard galvanized-steel casing with the following features:
  - 1. Return-air opening with access panel for access to internal components.
  - 2. Knockouts for electrical and piping connections.
  - 3. Cabinet Insulation: Glass-fiber liner, 1/2 inch thick, complying with UL 181.



4. Condensate Drainage: Stainless-steel drain pan with condensate drain piping projecting to unit exterior and complying with ASHRAE 62.1-2007.
  5. Discharge Grille: Double deflection grille for adjustable discharge air pattern.
  6. Discharge and Return Grille Color: Selected by Architect from manufacturer's color selection.
  7. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
- C. Fan: Direct driven, centrifugal, with multispeed motor mounted on a removable fan-motor board.
1. General requirements for motors are specified in Division 15 Section "Motors."
  2. Motor: Multispeed, permanently lubricated, ECM.
- D. Water Circuit:
1. Refrigerant-to-Water Heat Exchanger: Coil-in-shell heat exchanger with copper water tube with enhanced heat-transfer surfaces inside a steel shell; both shell and tube leak tested to 450 psig on refrigerant side and 400 psig on water side. Mount heat exchanger in unit on resilient rubber vibration isolators.
  2. Risers: ASTM B 88, Type L (ASTM B 88M, Type B) copper pipe with hose and ball valve for system flushing.
- E. Refrigerant-to-Air Coil: Copper tubes with aluminum fins, leak tested to 450 psig.
- F. Refrigerant Circuit Components:
1. Sealed Refrigerant Circuit: Charge with R410A refrigerant.
  2. Filter-Dryer: Factory installed to clean and dehydrate the refrigerant circuit.
  3. Charging Connections: Service fittings on suction and liquid for charging and testing.
  4. Reversing Valve: Pilot-operated sliding-type valve designed to be fail-safe in heating position with replaceable magnetic coil.
  5. Compressor: Hermetic scroll compressor installed on vibration isolators housed in an acoustically treated enclosure with factory-installed safeties as follows:
    - a. Antirecycle timer.
    - b. High-pressure cutout.
    - c. Low-pressure cutout or loss of charge switch.
    - d. Internal thermal-overload protection.
  6. Refrigerant Piping Materials: ASTM B 743 copper tube with wrought-copper fittings and brazed joints.
  7. Pipe Insulation: Refrigerant minimum 3/8-inch- thick, flexible elastomeric insulation on piping exposed to airflow through the unit. Maximum 25/50 flame-spread/smoke-development indexes per ASTM E 84.
  8. Refrigerant Metering Device: Thermal expansion valve to allow specified operation with entering-water temperatures from 65 to 100 deg F.
- G. Filters: Disposable, glass-fiber, flat type, 1 inch thick, treated with adhesive, and having a minimum of 80 percent arrestance according to ASHRAE 52.1 and a minimum efficiency reporting value of 5 according to ASHRAE 52.2.
- H. Filters: Disposable, pleated type, 1 inch thick and with a minimum of 90 percent arrestance according to ASHRAE 52.1 and a minimum efficiency reporting value of 7 according to ASHRAE 52.2.

I. Control equipment and sequence of operation are specified in Division 15 Sections "HVAC Instrumentation and Controls" and "Sequence of Operation."

J. Controls:

1. Basic Unit Controls:

- a. Low- and high-voltage protection.
- b. Overcurrent protection for compressor and fan motor.
- c. Random time delay, three to ten seconds, start on power up.
- d. Time delay override for servicing.
- e. Control voltage transformer.

2. Thermostat:

a. Wall-Mounted Thermostat:

- 1) Heat-cool-off switch.
- 2) Fan on-auto switch.
- 3) Automatic changeover.
- 4) Concealed temperature set point.
- 5) Concealed temperature indication.
- 6) Deg F indication.

3. Terminal Controller:

- a. Scheduled operation for occupied and unoccupied periods on seven-day clock with minimum four periods per day.
- b. Two-hour unoccupied period override period.
- c. Backup for volatile memory.

K. Electrical Connection: Single electrical connection with fused disconnect.

### 5.3 HOSE KITS

A. General: Hose kits shall be designed for minimum 400 psig working pressure, and operating temperatures from 33 to 211 deg F. Tag hose kits to equipment designations.

B. Hose: Length 36 inches. Minimum diameter, equal to water-source heat-pump connection size.

C. Isolation Valves: Two-piece bronze-body ball valves with stainless-steel ball and stem and galvanized-steel lever handle. Provide valve for supply and return. If balancing device is combination shutoff type with memory stop, the isolation valve may be omitted on the return.

D. Strainer: Y-type with blowdown valve in supply connection.

E. Balancing Device: Mount in return connection. Include meter ports to allow flow measurement with differential pressure gage.

1. Automatic balancing valve, factory set to operate within 10 percent of design flow rate over a 40:1 differential pressure range of 2 to 80 psig.

## PART 6 - EXECUTION

### 6.1 EXAMINATION

- A. Examine areas and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of water-source heat pumps.
- B. Examine roughing-in for piping and electric installations for water-source heat pumps to verify actual locations of piping connections and electrical conduit before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 6.2 INSTALLATION

- A. Concrete Bases: Install floor mounting units on 4-inch- high concrete bases. See Division 15 Section "Basic Mechanical Materials and Methods" for concrete base materials and fabrication requirements.
- B. Mount water-source heat pumps on concrete base with vibration isolators. Vibration isolators are specified in Division 15 Section "Mechanical Vibration and Seismic Controls."
  - 1. Units with Internally Isolated Fans and Compressors: Support on concrete bases using neoprene pads with minimum 0.125-inch static deflection. Secure units to anchor bolts installed in concrete bases.
  - 2. Floor-Mounted Units: Support on concrete bases using housed-spring isolators with minimum 1-inch static deflection. Secure units to anchor bolts installed in concrete bases.
- C. Install wall-mounting thermostats, humidistats, and switch controls in electrical outlet boxes at heights to match lighting controls or as required in Division 15 Section "HVAC Instrumentation and Controls."

### 6.3 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties. Specific connection requirements are as follows:
  - 1. Connect supply and return hydronic piping to heat pump with unions and shutoff valves.
  - 2. Connect heat-pump condensate drain pan to indirect waste connection with condensate trap of adequate depth to seal against the pressure of fan. Install cleanouts in piping at changes of direction.
- B. Duct installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of ducts. Specific connection requirements are as follows:
  - 1. Connect supply and return ducts to water-source heat pumps with flexible duct connectors.
- C. Install electrical devices furnished by manufacturer but not specified to be factory mounted.
- D. Install piping adjacent to machine to allow service and maintenance.
- E. Ground equipment according to Codes and good practice.

- F. Connect wiring according to Codes and good practice.

#### 6.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.
- B. Perform the following field tests and inspections and prepare test reports:
  - 1. After installing water-source heat pumps and after electrical circuitry has been energized, test units for compliance with requirements.
  - 2. Inspect for and remove shipping bolts, blocks, and tie-down straps.
  - 3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
  - 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Remove and replace malfunctioning units and retest as specified above.

#### 6.5 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
- B. Complete installation and startup checks according to manufacturer's written instructions and do the following:
  - 1. Inspect for visible damage to unit casing.
  - 2. Inspect for visible damage to compressor, coils, and fans.
  - 3. Inspect internal insulation.
  - 4. Verify that labels are clearly visible.
  - 5. Verify that clearances have been provided for servicing.
  - 6. Verify that controls are connected and operable.
  - 7. Verify that filters are installed.
  - 8. Adjust vibration isolators.
  - 9. Inspect operation of barometric dampers.
  - 10. Verify bearing lubrication on fan.
  - 11. Inspect fan-wheel rotation for movement in correct direction without vibration and binding.
  - 12. Adjust fan belts to proper alignment and tension.
  - 13. Start unit according to manufacturer's written instructions.
  - 14. Complete startup sheets and attach copy with Contractor's startup report.
  - 15. Inspect and record performance of interlocks and protective devices; verify sequences.
  - 16. Operate unit for an initial period as recommended or required by manufacturer.
  - 17. Verify thermostat and humidistat calibration.
  - 18. Inspect outdoor-air dampers for proper stroke and interlock with return-air dampers.
  - 19. Inspect controls for correct sequencing of heating, mixing dampers, refrigeration, and normal and emergency shutdown.
  - 20. Start refrigeration system and measure and record the following:
    - a. Coil leaving-air, dry- and wet-bulb temperatures.
    - b. Coil entering-air, dry- and wet-bulb temperatures.
    - c. Outdoor-air, dry-bulb temperature.

d. Outdoor-air-coil, discharge-air, dry-bulb temperature.

21. Measure and record the following minimum and maximum airflows. Plot fan volumes on fan curve.

- a. Supply-air volume.
- b. Return-air volume.
- c. Relief-air volume.
- d. Outdoor-air intake volume.

#### 6.6 ADJUSTING

- A. Adjust initial temperature and humidity set points.
- B. Set field-adjustable switches and circuit-breaker trip ranges as indicated.
- C. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other than normal occupancy hours for this purpose.

#### 6.7 CLEANING

- A. Replace filters used during construction prior to air balance or substantial completion.
- B. After completing installation of exposed, factory-finished water-source heat pumps, inspect exposed finishes and repair damaged finishes.

#### 6.8 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain water-source heat pumps.

**END OF SECTION 15745**

## SECTION 15747 – GROUND HEAT EXCHANGER (GHEX) DESIGN

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. GHEX design and piping.

#### 1.2 RELATED SECTION

- A. 15745 – Water Source heat pumps

#### 1.3 SUMMARY

- A. The GHEX contractor shall comply with IGSHPA Standard as well as all State and local regulations pertaining to the installation.
- B. The GHEX contractor is responsible for all aspects involved with the complete GHEX design and installation. All materials, drilling, excavation, hauling of backfill, pumping, soil compaction and labor required shall be included in the bid price.
- C. The GHEX contractor shall take note: there is no guarantee to the GHEX contractor that the location of any existing utilities are exactly as indicated on the plans. Some areas may require hand digging to locate that utility. The GHEX contractor must include in the bid price, the repair of any domestic water, electrical, communication or any service line that may be damaged during the construction of this project. Any offsets required to route over or under existing lines shall also be included in the bid price of the project.

#### 1.4 SUBMITTAL

- A. Before GHEX construction begins, the GHEX contractor must submit certified and engineer stamped shop drawings to the design engineer. The shop drawings shall include all applicable manufacturer's specifications, warranties, and material safety data sheets for all materials used in the geothermal installation.
  - 1. Submittal shall include following parameters
    - a. Geological formation thermal conductivity assumption with notes regarding source of assumption (i.e., recent thermal response tests in same region).
    - b. Geological formation thermal diffusivity assumption with notes regarding source of assumption (i.e., recent thermal response tests in same region).
    - c. GHEX flow test report (see part 3 below)
- B. Submittal shall include calculated values for the following parameters for the first year of system operation, and 25-year look ahead. Parameters shall be based on a detailed computer simulation thermal analysis of the building space conditioning equipment loading of the GHEX. The computer simulation thermal analysis shall, at a minimum, meet the following requirements:

1. The computer energy simulation environment must meet standards defined by ASHRAE Standard 140.
  2. The simulation environment must include modular mathematical calculation methodologies designed to model the specific components of the renewable energy system being measured. The building, HVAC equipment and GHEX modules must be contained in the same simulation environment.
  3. The model GHEX must be accurately represented geometrically by the simulation tool (depth, spacing and total loop quantity).
  4. The simulation environment must be capable of time-steps of less than 10 minutes, and must be capable of reporting process parameters for each time step.
  5. In order to assess long-term stability and efficiency of the loopfield, the analysis must include a study of the average process fluid temperature over a period of 25-years.
- C. The post process parameters (simulation deliverables) shall be, at minimum:
- a. Source fluid temperatures (supply and return from the GHEX).
    - 1) Values to be reported for each time step for one (1) year
    - 2) Values for each 24-hour period over a 25-year look ahead.
  - b. Total energy rejected to and extracted from the GHEX in one (1) year.
  - c. Total energy contributed by backup heating and/or cooling devices connected to the GHEX controlled per the plan and specs.
- D. Alternate designs for the GHEX must be submitted with a thermal analysis of the interaction between the earth and the building space conditioning system. The analysis shall be enacted by a computer simulation environment that meets the requirements defined in Section 1.4.B. The alternate must provide the simulation deliverables as outlined in Section 1.4, C above to the engineer of record for approval. Alternate designs include, but are not limited to, changes in GHEX depth, GHEX spacing, GHEX construction, loop specifications, and number of loops in the GHEX. Alternate designs must stay within the well field footprint limits outlined on the drawings.

## 1.5 QUALITY ASSURANCE

- A. The GHEX contractor must have on this project a certified IGSHPA installer. The GHEX contractor performing this work must have a minimum of two years experience in performing underground closed circuit ground loop work of this project's size or larger.
- B. Vertical heat exchanger (VHE) fabricators must be heat fusion certified by an authorized high density polyethylene (HDPE) pipe manufacturer's representative of the brand of pipe used. Certification must include: successful completion of a written heat fusion exam as well as demonstrating proper heat fusion techniques under the direct supervision of the authorized HDPE pipe manufacturer's representative.

## PART 2 - PRODUCTS

### 2.1 PIPE

- A. The pipe shall be PE3408 HDPE with a minimum cell classification of 45434C per ASTM D3035-93 and a SDR11 (160 psi) rating for u-bends and header pipe 2 inches or smaller and a minimum of

DR15.5 (110 psi) for header pipe greater than 2 inch in diameter. This pipe will carry a warranty of no less than 50 years.

- B. Each pipe shall be permanently indent marked with the manufacturer's name, nominal size, pressure rating, relevant ASTM standards, cell classification number and date of manufacture.
- C. All piping used for VHE will have factory hot-stamped lengths impressed on the side of the piping indicating the length of the VHE at that point. The length stamp shall read zero on one end and the actual VHE total length on the other end.
- D. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. MuoviTech
  - 2. Charter Plastics
  - 3. Centennial Plastics
  - 4. Isco Industries

## 2.2 PIPE INSULATION

- A. Pipe insulation must be designed for underground applications. For pipe diameter's equal to or greater than 2" the minimum wall thickness is one half (1/2) inch. For pipe diameters smaller than 2" the minimum wall thickness is one quarter (1/4) inch. Acceptable insulation type shall be closed cell polyethylene per ASTM C1427.

## 2.3 VAULTS / MANIFOLDS

- A. A test point vault will be installed between the Loopfield and (the) (each) building's mechanical room. The test point will be the location where the loopfield flow test, and the loopfield and the building flush out will be done. All valves and piping will be sized to match the piping of the loop field.

### B. CONCRETE VAULT

- 1. The vault structure should be a composite structure of steel and concrete. The inner shell consists of a heavy-duty steel frame and base with steel interior walls, ceiling and floor that are specially treated with a rubberized rust resistant coating. The outer shell of the wall and ceiling consists of 8" thick reinforced poured concrete. The vault is shipped from the manufacturer preformed for concrete pour with all reinforcement rods, manifolds, and piping secured in place. The vault is set on an 18" level base of compacted gravel.

### C. ATLANTIS POLY VAULT

- 1. Shall be constructed of high density polyethylene flat stock having a cell classification of 345444 with a UV stabilizer of C. All materials used shall have a minimum thickness of 1". Internal and external seams are heat welded using high density polyethylene welding rods having a cell classification of 345444C. Walls to be 72" high, with a 30" manhole with ladder. The manhole lid is connected with 8 - 3/8" stainless steel counter sunk bolts. Lid to have 5000 pound load bearing capacity. Shall be spaced at a maximum of 30" and constructed of a minimum of 1" thick high density polyethylene flat stock heat welded to the external shell with high density polyethylene welding rods.
- 2. Shall be constructed of CPChem Performance Driscoplex 5300 Climate Guard™ High Density Polyethylene DR 15.5 pipe having a cell classification of 345444 with a UV stabilizer of C. This internal pipe is constructed in an offset, over and under, model for supply and return lines. All joints to be heat fused. The entire piping system to be tested using 150 psi. The main supply



and return pipe to be shipped with cap butt welded to pipe. All pipe penetrating the vault walls shall be DR 9 and heat welded to external shell.

a. P/T Plugs

- 1) Shall be constructed of solid brass and have a dual seal core of Nordel, good up to 350°F for water. Plugs shall be rated zero leakage from vacuum to 1000 psig and are capable of receiving a pressure or temperature probe.

b. Butterfly Valve

- 1) Shall be constructed of a cast iron body, 416 stainless steel stem with a lever shut of system.

c. 90° Elbows

- 1) Shall be molded out of high density polyethylene resins in accordance with the requirements of ASTM 3261.

d. Branch and Service Saddles

- 1) Shall be molded out of high density polyethylene resins in accordance with the requirements of ASTM 3261.

3. The vault shall be lowered into a pit 105" deep with a 6" bed of #57 gravel. Once the vault is in its place, concrete is poured 36" deep and 12" thick around the vault to balance buoyancy pressure and allow for anchoring.
4. HDPE pipe, joined together with heat fusion, should be used for all of the vault's circuit and main header piping. This HDPE pipe is non-corrosive and leak proof. All of the vault's circuits include valves and pressure/temperature ports for complete isolation, pressure testing and flow balancing. Acceptable manifolds are manufactured by GHP Systems, Inc.

D. GRADE ACCESSIBLE HDPE VAULT

1. Vault shall be constructed of high density polyethylene (HDPE) with UV stabilizer. The overall height shall be between 32 and 42 inches high with a floating manhole cover and sleeve to interface with the grade. The width or diameter of the enclosure shall be between 30 and 48 inches. The enclosure and cover shall be water tight with an optional drainage port. The vault shall include:
  - a. Isolation valves for each loop. Valves shall be ball or needle type, with brass, bronze, or stainless steel body.
  - b. Combination flow meter and balancing valves for each loop. Balancing and calibration valves shall also serve as isolation valves. Valves shall include memory set screw to maintain initial balancing set point.
  - c. Two additional connection ports with isolation valves to allow independent testing and flushing in each vault.
  - d. The option of a HDPE access walk-over cover or a heavy duty cast iron access cover designed to be driven over by vehicles.
2. All pipes used for the vault shall be manufactured according to INSTA SBC12201 EN12201:2003 or US standard PE4710.
3. The vault shall be placed in a pit to a depth that allows the access cover to be flush with the finished grade condition according to all GHEX drawings.

4. Insulated horizontal HDPE piping may be raised up from design depths in the area directly surrounding the vault in order to allow connections to the vault.
5. All valves and pipe connections shall not be lower than 4' below grade to allow tooling and hand access.

#### 2.4 FITTINGS

- A. Pipe fittings shall meet the requirements of ASTM D2683 (for socket fusion fittings) or ASTM D3261 (for butt/saddle fusion fittings). Each fitting shall be identified with the manufacturer's name, nominal size, pressure rating, relevant ASTM standards and date of manufacturer.

#### 2.5 BENTONITE GROUT

- A. The thermally enhanced bentonite grout used to seal the VHE shall have a minimum thermal conductivity of 0.57 Btu/hr-ft<sup>2</sup>F and a minimum of 43% solids. This grout will also have a permeability rate of less than 1X10<sup>-7</sup>cm/sec.

#### 2.6 LOCATING TAPE

- A. Locating tape must be foil backed, two inches wide or greater, with a continuous message printed every 36 inches or less reading: "CAUTION GEOTHERMAL PIPELINE BURIED BELOW". The tape shall be highly resistant to alkalis, acids, and other destructive agents found in the ground.

#### 2.7 FIELD LOCATION

- A. The four outside grid bores should be surveyed after drilling is complete, but before horizontal trenching is done

### PART 3 - EXECUTION

#### 3.1 DRILLING

- A. All drilling techniques and methods will meet local and State codes for closed-loop geothermal drilling.
- B. The vertical boreholes shall be drilled to a depth that allows complete insertion of the VHE to its specified depth. The maximum borehole diameter shall be six and one-half inches nominally. If a larger diameter is required, it must be approved by the design engineer.
- C. The GHEX installer must be capable of operating multiple drilling rigs at once in order to satisfy aggressive schedule requirements.
- D. The drilling equipment shall be able to drill through consolidated bedrock formations.
- E. All drill casing shall be steel permanently installed and sealed into bedrock.

#### 3.2 DRILLING SPOILS AND PROCESS FLUIDS

- A. There shall be adequate drilling spoils management equipment on site while drilling to handle predictable spoils and drilling fluid volumes. All drilling spoils and fluids shall be contained within piping systems and construction dumpsters or settling tanks in order to maintain a clean and safe work site.
  - B. Drilling spoils and excavated material not recycled on site shall be hauled away by a licensed waste hauler according to local regulations.
- 3.3 Water used or brought to the surface during drilling operations shall not run-off the site or be discharged to sewers or storm drains until filtered using filtration equipment capable of a minimum separation of 15 microns and 50 cut.
- 3.4 U-BEND PIPE ASSEMBLY
- A. U-bend assembly shall have integrated concrete and HDPE weight for overcoming buoyancy and for protection of u-bend fitting during installation. If necessary, an iron (sinker) bar can be attached at the base of each u-bend to overcome buoyancy. This iron bar will have all sharp edges adequately taped to avoid scarring and/or cutting of the polyethylene pipe. No driving rod that is pulled out after u-bend insertion will be allowed. The entire u-bend pipe assembly is inserted to the specified depth in the borehole.
- 3.5 GROUTING PROCEDURE
- A. The VHE is to be grouted from the bottom up, in a continuous fashion, using an HDPE tremie pipe. The tremie pipe will be pulled out during the grouting procedure maintaining the pipe's end just below grout level within the borehole. All State regulations will be met for borehole grouting of the VHE. The VHE shall be pressurized and capped during the grouting procedure and for 4 hours afterwards as the grout sets up.
- 3.6 HEAT FUSION and ELECTRO-FUSION PIPE JOINING
- A. All underground pipe joining will be heat fused or electro-fused by socket, butt or saddle (sidewall) fusion in accordance to ASTM D2610, ASTM D2683 and the manufacturer's heat fusion or electro-fusion specifications. The operator shall be heat fusion or electro-fusion certified and experienced in executing quality fusion joints.
- 3.7 EXCAVATION AND BACKFILLING FOR PIPING
- A. The GHEX contractor shall do all excavating, backfilling, shoring, bailing and pumping for the installation of his work and perform necessary grading to prevent surface water from flowing into trenches or other excavations. Sewer lines shall not be used for draining trenches. All pipe and conduit ends shall be kept sealed and lines left clean and unobstructed during construction. Only material suitable for backfilling shall be piled a sufficient distance from banks of trenches to avoid overloading. Unsuitable backfill material shall be removed as directed by the design engineer.
  - B. A layer of sand shall be installed to a minimum six inch depth around all HDPE piping, unless noted otherwise.

- C. Sheathing and shoring shall be done as necessary for protection of work and personnel safety. Unless otherwise indicated, excavation shall be open cut except for short sections. The GHEX contractor shall install geothermal locating tape at least 18 inches above all horizontal/header piping.
- D. Prior to drilling or trenching, the GHEX contractor shall be responsible for reviewing with the general contractor the location of underground utilities. Existing utility lines uncovered during excavation shall be protected from damage during excavation and backfilling.

### 3.8 PIPE INSTALLATION

- A. The u-bend pipe ends will be sealed with fusion caps or tape prior to insertion into the borehole. Reasonable care shall be taken to ensure that the GHEX pipe is not crushed, kinked, or cut. Should any pipe be damaged, the damaged section shall be cut out and the pipe reconnected by heat fusion.
- B. The VHEs must be connected as indicated on the plans. The header design accounts for balanced flow as well as flushing and purging flow rates. No variations can be made in the circuit hookup or the pipe sizes that are indicated without approval from the design engineer. The minimum bend radius for each pipe size shall be 25 times the nominal pipe diameter or the pipe manufacturer's recommendations, whichever is greater. The depth of all headers and supply and return piping is indicated on the plans and must be maintained.
- C. Install piping per manufacturer's recommendation. Utilize methods as required to maintain manufacturer's warranty.

### 3.9 TESTING AND CLEANING

- A. Cleaning
  - 1. During installation, all debris, and small animals shall be kept out of the pipe. Ends of the HDPE pipe shall be sealed until the pipe is joined to the circuits.
- B. Flushing and purging
  - 1. Each supply and return circuit shall be flushed and purged with a water velocity of two feet per second. The lines shall be left filled with clean water and then pressure tested. If connection to the manifold is not immediate, piping must be capped. The GHEX contractor must coordinate with the mechanical contractor on propylene glycol antifreeze installation. The mechanical contractor is responsible for the propylene glycol antifreeze. See mechanical specifications for antifreeze. Propylene glycol antifreeze will not be added to the loopfield until after the loopfield has passed the GHEX Flow Test.
- C. GHEX Flow Test
  - 1. A test of the GHEX will be conducted after all piping has been flushed and purged. The test will be done from (the) (each) loopfield test point vault.
  - 2. The PBC, (the) (each) Commissioning Agent and (the) (each) Mechanical Engineer will be notified 3 workdays in advance of the test.
  - 3. The Loopfield Flow Test will consist of a flow rate demonstration showing that the loopfield can achieve 105% of the required gallon per minute flow rate to (the) (each) building as specified for (the) (each) building per (the) (each) Mechanical Engineer's design requirements(s). The flow will be monitored for 30 minutes.
  - 4. The report will note the following information:

- a. Location of the loopfield
- b. Date and time of the test
- c. Person conducting the test
- d. Pump and monitoring equipment used at (the) (each) test point
- e. Calibration certificate for the flow rate monitoring device(s)
- f. Required flow rate to (the) (each) building
- g. The lowest flow rate observed to (the) (each) building
- h. Witnesses present at the test
- i. Temperature of the loopfield water
- j. Signed and certified by the person conducting the test

D. Pressure testing

1. At a minimum, the following pressure tests shall be conducted during installation. If leaks are observed, they must be fixed prior to sign off.
  - a. Prior to insertion into the borehole each VHE shall be filled with water, purged of air, and pressurized to 100 psi. With a witness present a visual examination of the piping under constant pressure is required. If no leaks are observed a pressure test log form must be signed before the VHE can be inserted into the borehole.
  - b. Prior to backfill, all horizontal piping smaller than 2" in diameter shall be filled with water, purged of air and pressurized to 100 psi. A careful visual examination of the piping with a witness present is required. If no leaks are observed a pressure test log form must be signed before the backfill process may commence.
  - c. Prior to completion, the entire GHEX field shall undergo an expansion based pressure tested in compliance with the recommended hydrostatic pressure test in Chapter 2 of the Plastic Pipe Institute's *Handbook of Polyethylene Pipe, Second Edition*.
    - 1) Hydrostatic pressure leak tests of PE pressure piping systems should be conducted in accordance with ASTM F 2164(8). The preferred hydrostatic testing liquid is clean water. Other non-hazardous liquids may be acceptable.
    - 2) Restraint –The pipeline test section must be restrained against movement in the event of catastrophic failure. Joints may be exposed for leakage examination provided that restraint is maintained.
    - 3) The testing equipment capacity and the pipeline test section should be such that the test section can be pressurized and examined for leaks within test duration time limits. Lower capacity testing and pressurizing equipment may require a shorter test section.
    - 4) Test equipment and the pipeline test section should be examined before pressure is applied to ensure that connections are tight, necessary restraints are in place and secure, and components that should be isolated or disconnected are isolated or disconnected. All low pressure filling lines and other items not subject to the test pressure should be disconnected or isolated.
    - 5) For pressure piping systems where test pressure limiting components or devices have been isolated, or removed, or are not present in the test section, the maximum allowable test pressure for a leak test duration of 8 hours or less is 1.5 times the system design pressure at the lowest elevation in the section under test. If lower pressure rated components cannot be removed or isolated from the test section, the maximum test pressure is the pressure rating of the lowest pressure rated component that cannot be isolated from the test section. Test pressure is temperature dependent and must be reduced at elevated temperatures.
    - 6) The test section should be completely filled with the test liquid, taking care to bleed off any trapped air. Venting at high points may be required to purge air

- pockets while the test section is filling. Venting may be provided by bleed valves or equipment vents.
- 7) The test procedure consists of initial expansion, and test phases. For the initial expansion phase, the test section is pressurized to test pressure and make-up test liquid is added as required to maintain maximum test pressure for four (4) hours. For the test phase, the test pressure is reduced by 10 psi. This is the target test pressure. If the pressure remains steady (within 5% of the target test pressure) for an hour, leakage is not indicated.
  - 8) If leaks are discovered, depressurize the test section before repairing leaks. Correctly made fusion joints do not leak. Leakage at a butt fusion joint may indicate imminent catastrophic rupture. Depressurize the test section immediately if butt fusion leakage is discovered. Leaks at fusion joints require the fusion joint to be cut out and redone.
  - 9) If the pressure leak test is not completed due to leakage, equipment failure, etc., the test section should be de-pressurized and repairs made. Allow the test section to remain depressurized for at least eight (8) hours before retesting.

**END OF SECTION 15747**

**SECTION III**  
**PROPOSAL REQUIREMENTS**

**Schematic Design:**

The Contractor's Proposal shall provide schematic design documents which show the size, quality and character of the Project; the materials to be used and the architectural, structural, mechanical and electrical systems; and such other elements of the Project as will allow the Village to determine the type and quality of the project and its compliance with the specifications in this RFP. Contractor shall include at a minimum, the floor plan of the work to be completed, details and specifications, including catalog cuts of major components, building elevations of work and other information necessary to provide the basis for design. If Contractor proposes deviations from the Scope of Work described in the RFP, Contractor shall disclose those deviations in writing together with its Schematic Design and Proposal.

Contractor's Proposal shall provide a total price to design and construct the system as approved.

**Verification of Existing Conditions:**

Before submitting the Schematic Design, the Contractor shall carefully study and verify existing field conditions. The Village will cooperate with all bidders in providing such reasonable access to the Village Hall as is necessary for bidders to verify existing conditions. Contractor shall immediately notify the Village of any errors, omissions or inconsistencies in any drawings, information or calculations submitted by the Village with this RFP or in the preconstruction process. Contractor's Proposal must be based on its own verified field conditions.

The Village will provide general architectural plans for Village Hall at the pre-bid meeting.

**References:**

Contractor shall provide at least four references to other geothermal installations of similar size and quality.

**Permits:**

Contractor shall obtain the required permits prior to commencing the work. Village of Oak Park permits will waive all permit fees for this project.

**Verification and Commissioning:**

The Contractor shall complete a system measurement and verification report three months after installation. The Village will be enlisting the services of a Commissioning Agent to review all aspects of design and construction.

**Performance Guarantees:**

A complete summary of the Performance Guarantees shall be provided in the Proposal.

**Maintenance:**

The first year of maintenance shall be included in the Contractor's Proposal. A proposal to complete the maintenance for years two through five shall also be included.

**Life Cycle Costs:**

A life cycle cost analysis with the return on investment summary shall be included. The life cycle cost should include but not limited to: the contractors cost to design and build the project, the annual energy cost savings, grant funding received, years to payoff the investment.

**Schedule:**

The Proposal shall state if the Contractor can meet the Villages schedule. If this schedule cannot be met, the Contractor shall provide a proposed schedule for completion.

**Miscellaneous Requirements:**

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

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



**SECTION IV**  
**PROPOSAL FORMAT**

Provide your proposed cost with a Not To Exceed amount.

Proposals for design and construction services shall be provided in a bound document with sections limited to the requirements below:

**A. Company Description**

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

**B. Proposed Project Team**

- A. List specific personnel proposed for the project team. Indicate the project assignment, role or area of responsibility of each individual. Also, state the current assignments for personnel proposed for the Project.
- B. Provide an organizational chart graphically indicating how the firm would staff and structure the proposed team for pre-construction and construction phases of the project. Include delegation of responsibility and assignment of authority, and interaction points with the Village and architect. Differentiate between contact office and field personnel.

**C. Self-Performed Work**

Indicate which elements of work your firm would propose to perform with its own forces if authorized by the Village. Describe your experience at performing similar self-performed work within the last five years.

**D. Similar Project Experience**

**Specific Project List** - Provide the following information for a minimum of four projects completed by the contact office in the last five years that are similar to the proposed project.

1. Project name and address

2. Owner and engineer/architect, address, contact name and telephone numbers.
3. Type of project, size of building components, site and construction area.
4. Scope of service performed on the project, including pre-construction services. Differentiate between work performed by your own forces and subcontracted work. Indicate whether your contract was prime or involved a joint venture with another firm and whether construction management, general contracting, a combination or other services were involved.
5. Project cost information:
  - a. Pre-contract estimate
  - b. Contract award amount
  - c. Total change order amount
  - d. Final project cost
  - e. Briefly explain any factors affecting construction cost, change orders or performance, etc.
  - f. State whether Grant funding was provided on the project.
6. Project schedule information:
  - a. Construction phase - scheduled vs. actual.
  - b. Actual start, completion and occupancy dates.
7. Construction format (lump sum, GMP, cost plus, etc.)
8. Identify the basis on which your firm was selected (bid, negotiated).
9. Indicate the names of your Project Manager and Superintendent on each project.
10. Indicate what percentage of the work was accomplished with your own forces and in what trades.

**E. Proposal Forms**

All forms as part of this request for proposals must be completed and included with Proposal.

**F. Proposed Cost of Services**

The proposal shall include a detailed breakdown of the proposed cost for the services to be provided by the Design/Builder. Proposal shall include, but not be limited to, design fee, construction cost and estimated general conditions.

**SECTION V**  
**EVALUATION OF PROPOSALS**

The Village reserves the right to accept or reject any or all proposals, to waive technicalities, and to award the contract to whichever bidder it deems, in its sole discretion, to be the most advantageous to the Village. In order to best inform the Village, contractors should be sure to provide the following information:

1. Number of projects and size completed in last five (5) years.
2. Specific similarity of project (i.e. type of HVAC equipment, size of system, etc.)
3. Experience in Design-Build Construction for public entities comparable to the Village of Oak Park.
4. Qualifications of:
  - a. Project Manager.
  - b. Superintendent.
5. Demonstrated ability to meet project schedule.
6. Demonstrated ability to maintain quality and control costs.
7. Experience with Grant processes and requirements.
8. Project approach including:
  - a. Type of structure to enclose exterior equipment
  - b. Proposed HVAC equipment.
  - c. Site logistics.
  - d. Construction phasing & staging.
9. Demonstrated ability to complete design services.
10. Change-order history & ratio of bid to final cost for recent comparable projects.
11. Cost to complete design and construction.

**SECTION VI**  
**PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS**

**Preparation and Submission of Proposal:**

All proposals must be delivered to the Public Works Center by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed proposals that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. The proposal must be signed by an officer of the company who is authorized to enter into contracts on behalf of the company. Proposals shall be sealed in an envelope and marked as stated on the cover page.

**Costs of Preparation:**

The Village will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid.

**Taxes not Applicable:**

The Village of Oak Park as a municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06.) Contractors should exclude these taxes from their prices.

**Withdrawal of Proposals:**

Any Contractor may withdraw its proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals, by signing a request therefore. No Contractor may withdraw or cancel its proposal for a period of sixty (60) calendar days after the advertised closing time for the receipt of proposals. The successful Contractor may not withdraw or cancel its proposal after having been notified that the proposal was accepted by the Village Board of Trustees.

**Investigation of Contractors:**

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill proposal requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and proposals. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its proposal. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

**Rejection of Contractor:**

The Village will reject any proposal from any person, firm or corporation that appears to be in default or arrears on any debt, contract or the payment of any taxes. The Village will reject any proposal from a Contractor that failed to satisfactorily complete work for the Village under any previous contract.

**Conditions:**

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a proposal.

**Verification of Dimensions and Elevations:**

The Village will use the best available data to indicate any dimensions, elevations and existing conditions indicated on any drawings, but does not guarantee the accuracy of this information. The Contractor shall verify all dimensions, grades, lines, levels or other conditions or limitations at the site prior to developing any design documents or contract submittals.

**Subletting of Contract:**

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park or as noted in the Contractor's proposal. In no case shall such consent relieve the Contractor from its obligations or change the terms of the contract.

**Interpretation of Contract Documents:**

Any Contractor with a question about this RFP may request an interpretation thereof from the Village. If the Village changes the RFP, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the proposal submission.

**Minority Business and Women Business Enterprise Requirements:**

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

**Licenses and Permits:**

The Contractor shall be responsible for becoming a licensed contractor in the Village. The contractor shall also be responsible for obtaining any necessary building permits. The Village will issue any necessary building permits for this work at no fee to the contractor.

**Contract:**

The selected company will enter into a Design/Build contract with the Village to complete the project. The Contract shall be executed by the Contractor and returned, together with the Contract Bond within ten (10) calendar days after the Contract has been mailed to the Contractor. The Contractor shall execute three copies of the Contract. One fully executed copy will be returned to the Contractor

**Contract Bond:**

The successful bidder shall, within ten (10) calendar days after award of Contract, furnish a Contract Bond in the amount of one hundred percent (100%) of the contract price. The bond shall insure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashiers check shall be made payable to the Village of Oak Park, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the contract to be executed.

**Hold Harmless:**

Contractor will be required to agree, to the fullest extent permitted by law, to indemnify, save harmless and defend the Village of Oak Park, its elected officials and employees (the indemnified parties), against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, compensation, court costs and attorneys' fees which the indemnified parties may accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, including death to any person, including contractor's employees, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the contractor's performance of the work contracted as a result of this RFP.

Contractor shall hold the Village harmless from any loss arising due to injury or accident to the public or its workers, or from theft of materials stored at the job site.

**Insurance:**

The Contractor will be required to obtain and maintain in force during the performance of the contract insurance as required herein. Contractors shall not begin work until all the required insurance has been obtained and until the Village has received proof, acceptable to the Village Attorney, of the Contractor's insurance as required herein.

1. Worker's Compensation Insurance with amounts of coverage sufficient to provide for all compensation levels and amounts as mandated by the State of Illinois Worker's Compensation Statutes. The insurer shall agree to waive all rights of subrogation against the Village, its officers, employees and volunteers.
2. Commercial General Liability Insurance with a minimum limit per occurrence of \$1,000,000 for personal injury and \$1,000,000 for property damage. The policy will name the Village of Oak Park as an additional insured with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees or volunteers.

3. Contractors shall include all subcontractors as insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors will also be required to purchase and maintain the insurance required herein.
4. Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
5. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

**Prevailing Wage Act:**

This Proposal calls for the maintenance, repair or construction of an improvement to a fixed public work or equipment, and is therefore a public work within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et. seq. Contractor is therefore required to pay a wage of no less than the general prevailing hourly rate as paid for work of a similar character in Cook County to all laborers, workers and mechanics and to provide to the Village and maintain a monthly certified payroll and to otherwise comply with the Illinois Prevailing Wage Act. Contractor is also required to comply with the Davis-Bacon and Related Acts Requirements as noted below.

SECTION VII  
ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

**A. Corporation:**

The Contractor is a corporation, legally named DEKALB MECHANICAL, INC and is organized and existing in good standing under the laws of the State of ILLINOIS. The full names of its Officers are:

President STEPHEN J DOONAN

Secretary JAMES BRANNICK

Treasurer JAMES BRANNICK

Registered Agent Name and Address: DONALD SHRIVER, ROCKFORD IL

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

**B. Sole Proprietor:**

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

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

**C. Partnership:**

The Contractor is a Partnership which operates under the name N/A

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

N/A \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_.



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

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

description of the affiliation: N/A



Signature of Owner

SECTION VIII  
COMPLIANCE AFFIDAVIT

I, STEPHEN J DOONAN, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) PRESIDENT of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this proposal based on the request and have verified the facts contained in the proposal in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."

---

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

Signature: Stephen J Doonan

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

Name and address of Business: DEKALB MECHANICAL, INC

Telephone 815-756-6528

E-Mail sdoonan@dekalbmechanical.com

Subscribed to and sworn before me this 14 day of OCTOBER, 2011.

*Maureen A Moran*

Notary Public



SECTION IX  
M/W/DBE STATUS AND FEO REPORT

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

1. Contractor Name: DEKALB MECHANICAL INC

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

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

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

60 Number of full-time employees

2 Number of part-time employees

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

Signature: Steph A. Brown

Date: 10/14/2011

**EEO REPORT**

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

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

Contractor Name DEKALB-MECHANICAL INC  
 Total Employees 62

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities	
				Black	Hispanic	American Indian & Alaska Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaska Native	Asian & Pacific Islander		
Officials & Managers	3	3	0										
Professionals	2	1	1										
Technicians	44	44	0	1			1						
Sales Workers	1	1	0										
Office & Clerical	4	1	3										
Semi-Skilled													
Laborers													
Service Workers	3	3	0										
<b>TOTAL</b>													
Management Trainees													
Apprentices	5	5	0		1								

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

STEPHEN J. DOONAN, being first duly sworn, deposes and says that he/she is the PRESIDENT

(Name of Person Making Affidavit)

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

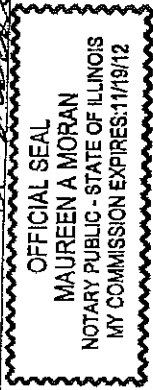
(Title or Officer)

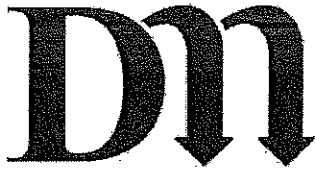
be relied upon. Subscribed and sworn to before me this 14 day of OCTOBER, 2011.

Stephen J. Doonan  
(Signature)

10/14/2011  
(Date)

Maureen A. Moran





# DeKalb Mechanical

Sheet Metal, Refrigeration, H.V.A.C., 24-Hour Service

October 14, 2011

---

Vic Sabaliauskas  
Village of Oak Park  
Department of Public Works  
201 South Blvd.  
Oak Park, IL 60302

Re: Request For Proposal No. 11-200 & 11-202  
Design-Build DX RTU & Geothermal Project for Council Chambers  
Village of Oak Park Village Hall  
Oak Park, Illinois

Dear Mr. Sabaliauskas:

We appreciate the opportunity and are pleased to present the following proposal on the above referenced project. We understand the project to be a design-build solution for a complete (including architectural, mechanical, plumbing, electrical) for the Village of Oak Park Council Chambers. Per the RFP, we have provided our response in the format requested below.

### Section III - Proposal Requirements

Schematic Design documents are included at the end of this proposal in 11x17 format. We have included an Annual Cost Summary showing the anticipated energy savings of the geothermal system.

### Section IV - Proposal Format

#### A. Company Description:

1. **Firm:** DeKalb Mechanical is located at 339 Wurlitzer Dr., DeKalb, Illinois 60115. We are an HVAC company specializing in commercial and institutional work. We have a vast history of public sector projects including schools, police stations, libraries, meeting rooms and fire stations. Many of the projects include the design build type of construction format.

339 Wurlitzer Dr., DeKalb, Illinois 60115

(815) 756-6528 / Fax (815) 756-6529

2. **Organization:** Our firm is a corporation in Illinois and was established in 1991.
3. **Contact Office:** We have approximately 55 union tradesmen supported by a staff of project managers and design professionals. We sub-contract for engineering design services which allows us to utilize individual expertise best suited for the project. We have a full shop and fabricate all of our material in house. We utilize the most advanced technology available with plasma cutting tables, coil line duct fabrication, laser field locating of hangers and equipment, 3D modeling and coordination software.

**B. Proposed Project Team:**

1. DeKalb Mechanical, Inc., DeKalb, IL  
Design-Builder & Mechanical Contractor  
Project Manager - Steve Doonan
2. Mascal Electric, DeKalb, IL  
Electrical Contractor  
Project Manager - Daniel Hagar
3. Swedberg & Associates, Sycamore, IL  
General Contractor  
Project Manager - Steven Swedberg
4. Geothermal Solutions, Maple Park, IL  
Geothermal Well Driller  
Project Manager - Jay Trout
5. CM Engineering, Columbia, MO  
Geothermal Design Engineering  
Project Manager and Project Engineer - Kirk Mescher, PE, LEED-AP
6. 20/10 Engineering Group, LLC, Schaumburg, IL  
Mechanical, Electrical, Plumbing, and Structural Engineering  
Project Manager - Jeffrey C. Chamberlin, PE, LEED-AP  
Project Structural Engineer - James A. Barrett, SE  
Project Mechanical Engineer - Keith G. Christian, PE, LEED-AP  
Project Electrical Engineer - Rudy J. Ruleas, PE, LEED-AP  
Project Plumbing Engineer - William J. Bauer, PE, LEED-AP



**C. Self-Performed Work:**

1. All anticipated Mechanical construction work will be performed by DeKalb Mechanical, Inc. All other work will be performed by our sub-contractors and engineering consultants.

**D. Similar Project Experience:**

The following are Geothermal projects recently completed by DeKalb Mechanical:

1. Kirkland High School Addition, Kirkland, IL. Delivery method was Design-Build in association with Kirk Mescher of CM Engineering, Columbia, MO.
2. Scott Eye Care, Sugar Grove, IL. New Facility
3. Moraine Valley Community College, Tinley Park Campus, Tinley Park, IL
4. Gail Borden Library, Elgin, IL
5. Choices Mental Health Facility, Ottawa, IL

Our firm has extensive experience in mechanical contracting and design-build projects. Our goal is to provide quality construction and project management services so that all our projects serve as references.

**E. Proposal Forms:**

1. Please see following pages for the completed proposal forms provided in Section VII. of the Request for Proposal.

**F. Proposed Cost of Services:**

1. Please see pages following the Proposal forms for the cost of services.

H

VILLAGE OF OAK PARK  
AGENDA ITEM COMMENTARY

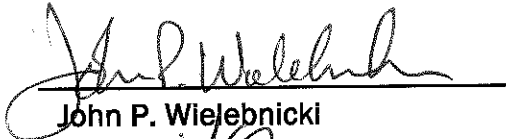
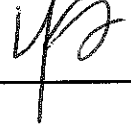
**Item Title: (1) Resolution Authorizing the Execution of a Water Meter and Water Meter Parts Purchase Agreement with Northern Water Works Supply/Ferguson Water Works for the total amount not to exceed \$282,000 and Waiving the Village's Bid Process and (2) Resolution Authorizing the Execution of Service Agreement with Northern Water Works Supply/Ferguson Water Works in an amount not to exceed \$18,000 for Administrative Support for the Village's Water Meter Change Out Program in 2012.**

Resolution or Ordinance No. \_\_\_\_\_

Date of Board Action: December 5, 2011

Staff Review:

Public Works Director:

  
\_\_\_\_\_  
John P. Wielebnicki  


Village Manager's Office:

\_\_\_\_\_

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

In December of 2010, the Water and Sewer Division began the final phase of the water meter change out program that was started in 2001. The meters that are being changed out are meters that were installed in the 1980's and have surpassed their useful life. These meters are less accurate and do not capture all of the water flowing through the meter, causing lower revenues and inaccurate accounting for water consumed throughout the Village. The meters are also read by using a touch pad device requiring the meter reader to physically touch the reader mounted on the outside of the building resulting in an inefficient meter reading process.

The technology utilized in new water meters allows the Village to read the water meters more efficiently; capture more accurate meter readings, increasing revenue and accuracy in water consumption; along with the added benefit of data logging within the water meter to track history of water usage on an individual water meter.

Residents began receiving water meter replacement notifications in December of 2010. Since this phase began, the Water and Sewer Division has installed 1,565 of the 2,709 (or 58%) of the remaining water meters. Residents still have the ability to schedule water meter change out appointments via the Village's web site or by calling the Northern Water Works call center. Notification letters are controlled by the Water and Sewer Division to maintain the proper workload during this project while balancing the needs of the Department's other work.

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

This purchase will be the Department of Public Works' planned completion of the second phase of the water meter change out program, which will be completed in the late spring/early summer of 2012. This purchase also includes water meter materials for repairs to existing water meters installed in phase 1 of the water meter change out program.

All of the commercial account meters have been changed in 2011, with the remaining residential water meters from Ridgeland Avenue to Austin Boulevard and the East/West addresses from North Avenue to Madison Street to be completed in 2012. The Department will continue to use in-house staff to complete the project. Two Water and Sewer Workers will be assigned to meter installations during the winter months with an anticipated average of 56 installations per week.

This purchase agreement also includes the purchase of water meters for the purpose of new and/or upgraded water services requiring new water meters. These meters are paid by the customer/resident during the permit process handled by the Building and Property Standards Division. The money collected for these meters is deposited into the Water Fund Revenue account. The average amount of meters purchase through the Building and Property Standards Division is \$30,000 annually.

The second part of this item is a Professional Services Agreement whereby Northern Water Works Supply will continue to provide administrative support services for the completion of the water meter change out program. Under this agreement NWWs will send out notices to customers/residents of planned water meter replacements, schedule appointments with the customer/resident, track and assign meters to specific service locations. During installation of the new meter, staff will scan the serial numbers of the new water meter and register head and automatically download that data to the Village's Finance Department. The Finance Department has approved this method of data transfer. Staff anticipates that the electronic data transfer utilized in the new program will eliminate entry errors in meter numbers and readings.

Staff recommends waiving the bid process for these two contracts because Northern Water Works Supply/Ferguson Water Works is the only regional distributor of the Neptune water meter that the Village uses. Neptune is the manufacturer of the meters that were purchased to start the change-out program in 2001. Neptune is the preferred make of meters to complete the program to maintain continuity with the meters. Neptune has also served the water industry for 119 years starting in 1892 and is a leader in AMR (Automatic Meter Reading) technology.

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

There are no opportunities for intergovernmental cooperation for the purchase of these

materials.

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

Northern Water Works Supply/Ferguson Water Works has honored their commitment to hold pricing since 2010 through 2012 for water meters and materials to complete the water meter change-out program.

This purchase and service agreement will be funded from the 2012 Water Fund Budget, in account no. 5040-43730-777-570707, Capital Improvements and in the Sewer Fund Budget, account no. 5050-43750-781-570707, Capital Improvements, which provides \$150,000 in each account for the final phase of the water meter change-out program.

**The total amount of the Purchase Price Agreement and Administrative Support Agreement with Northern Water Works Supply/Ferguson Water Works for the fiscal year 2012 will not exceed \$300,000.**

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

The water meter change-out program is 91% complete as of November 2011. Abandoning the program at this point will result in decreasing efficiencies in water meter reading, continued estimated readings, continued inaccuracy of water accountability, and the inability to move to a monthly billing system should the Village decide to move in that direction.

**Proposed Recommended Action: Approve both Resolutions.**

## RESOLUTION

AUTHORIZING THE EXECUTION OF A WATER METER AND WATER METER PARTS PURCHASE AGREEMENT WITH NORTHERN WATER WORKS SUPPLY/FERGUSON WATER WORKS FOR THE TOTAL AMOUNT NOT TO EXCEED \$282,000 WAIVING THE VILLAGE'S BID PROCESS

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute and Amended Water Meter and Water Meter Parts Purchase Agreement with Northern Water Works Supply/Ferguson Waterworks in DeKalb, IL, which amendment will increase the purchase authorization to \$282,000 for new water meters and water meter parts and equipment for the fiscal year 2012. The Agreement will substantially conform to the agreement as the attached Exhibit.

BE IT FURTHER RESOLVED that the Village's formal bidding process is waived with respect to this purchase.

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

ADOPTED this 5<sup>th</sup> day of December, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 5<sup>th</sup> day of December, 2011.

---

David G. Pope  
Village President

ATTEST:

---

Teresa Powell  
Village Clerk

## **Water Meter and Water Meter Parts Purchase Agreement**

This agreement is between the Village of Oak Park, 123 Madison Street, Oak Park, IL 60302 and Northern Water Works Supply/Ferguson Water Works, 1729 State Street, DeKalb, IL 60115.

**Whereas**, the Village of Oak Park Department of Public Works operates a water and sewer division that utilizes water meters and water meter parts and equipment; and

**Whereas**, the Village's water and sewer operations benefit from using a consistent meter brand and technology; and

**Whereas**, the Village utilizes Neptune brand water meters and meter parts in the operations of its water and sewer service; and

**Whereas**, Northern Water Works Supply/Ferguson Water Works is the Illinois regional supplier of Neptune water meters and water meter parts and equipment; and

**Whereas**, Northern Water Works has provided the Village with the attached price list for various water meter parts as specified on the list which is attached hereto.

Now therefore, the parties agree as follows:

1. Purchase Price

The Village agrees to accept Northern Water Works prices and agrees to purchase from Northern Water Works Supply/Ferguson Water Works such water meters, meter parts and related equipment listed on the price list as the Village from time to time finds necessary, at the rates set forth on the price list.

2. Equipment Warranties

Northern Water Works shall provide the following equipment warranties:

- a. Neptune Certificate of Warranty, Neptune T-10, HP Turbine, TRU/FLO® Compound Cold Water Meters.
- b. R900i™ MIU Warranty Statement.
- c. MRX920 Warranty
- d. ProRead™/E-Coder® Encoder Warranty Statement.
- e. CE5320B DAP Handheld
- f. ARB\_N\_SIGHT Mobile Software

3. Term

This agreement is valid for purchases from January 1, 2012 through December 31, 2012.

4. Contract Amount

The total amount of parts to be purchased pursuant to this agreement will not exceed \$282,000 for the 2012 contract year.

**Village of Oak Park**

**Northern Water Works Supply/  
Ferguson Water Works**

\_\_\_\_\_  
Thomas W. Barwin  
Village Manager

By: \_\_\_\_\_

\_\_\_\_\_  
Title

REVIEWED AND APPROVED  
AS TO FORM

NOV 29 2011

*[Signature]*  
LAW DEPARTMENT



**northern water works supply**  
**FERGUSON WATERWORKS**

May 13th, 2010

*\* Prices good for 2012*

Village of Oak Park  
 201 South Boulevard Street  
 Oak Park, IL 60302

Attention: Brian Jack

Subject: Oak Park Meter Change out

Dear: Brain Jack

We are pleased to offer the Village of Oak Park the following proposal, which covers our discussions of upgrading you to the Neptune Automatic Meter Reading System. The following is a pricing breakdown for that system.

**Oak Park Meter Change out Pricing Breakdown**

<u>Quality</u>	<u>Description of Product</u>	<u>Unit Pricing</u>	<u>Total Price</u>
610	5/8 by 1/2 or 5/8 by 3/4 R900I Meter Complete	\$193.34	\$117,937.40
179	Full 3/4" R900I Meter Complete	\$227.15	\$40,659.85
214	1" R900I Meter Complete	\$278.77	\$59,656.78
93	1 1/2" R900I Meter Complete	\$451.37	\$41,977.41
63	2" R900I Meter Complete	\$613.70	\$38,663.10
5	3" Compound R900I Meter Complete	\$2,194.45	\$10,972.25
3	4" Compound R900I Meter Complete	\$2,902.78	\$8,708.34
1	6" Compound R900I Meter Complete	\$4,770.84	\$4,770.84
1210	5/8" R900I Register Only	\$133.34	\$161,341.40
7	3/4" R900I Register Only	\$133.34	\$933.38
35	2" R900I Register Only	\$133.34	\$4,666.90
1820	5/8" Non-Check UFR Kit	\$57.86	\$105,305.20
186	3/4" Non-Check UFR Coupling	\$52.00	\$9,672.00
2804	Back Office Management	\$18.00	\$50,472.00

17 First Avenue North  
 Fargo, ND 58102  
 701-293-5511  
 Fax: 701-232-8129

1201 Airport Road  
 Bismarck, ND 58501  
 701-258-9700  
 Fax: 701-258-1452

1694 91st Avenue NE  
 Blaine, MN 55449  
 763-560-5200  
 Fax: 763-560-1799

331 4th Avenue South  
 Sartell, MN 56377  
 320-229-0125  
 Fax: 320-229-0128

1720 State Street  
 DeKalb, IL 60115-2617  
 815-756-2800  
 Fax: 815-756-2877

5555 Irish Lane  
 Madison, WI 53711  
 608-217-1770  
 Fax: 608-271-5263

**An Equal Opportunity Employer**





# **northern water works supply**

**FERGUSON WATERWORKS**

Total      \$655,736.85

Thank You,

T.J. Rodebaugh  
tjrodebaugh@nwws.biz  
Ferguson Waterworks Supply  
(815) 341-4772

---

1917 First Avenue North  
Fargo, ND 58102  
701-293-5511  
Fax: 701-232-8129

1201 Airport Road  
Bismarck, ND 58501  
701-258-9700  
Fax: 701-258-1452

1694 91st Avenue NE  
Blaine, MN 55449  
763-560-5200  
Fax: 763-560-1799

331 4<sup>th</sup> Avenue South  
Sartell, MN 56377  
320-229-0125  
Fax: 320-229-0128

1720 State Street  
DeKalb, IL 60115-2617  
815-756-2800  
Fax: 815-756-2877

5555 Irish Lane  
Madison, WI 53711  
608-217-1770  
Fax: 608-271-5263

**An Equal Opportunity Employer**

## RESOLUTION

**AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT WITH NORTHERN WATER WORKS SUPPLY/FERGUSON WATER WORKS IN AN AMOUNT NOT TO EXCEED \$18,000 FOR ADMINISTRATIVE SUPPORT FOR THE VILLAGE'S WATER METER CHANGE OUT PROGRAM IN 2012**

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 authorized and directed to execute a Service Agreement with Northern Water Works Supply in an Amount Not to Exceed \$18,000 for Administrative Support for the Village's Water Meter Change Out Program. The agreement will substantially conform to the Agreement as the attached Exhibit.

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

ADOPTED this 5<sup>th</sup> day of December, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 5<sup>th</sup> day of December, 2011.

---

David G. Pope  
Village President

ATTEST:

---

Teresa Powell  
Village Clerk

**SERVICE AGREEMENT WITH NORTHERN WATER WORKS SUPPLY  
FOR ADMINISTRATIVE SUPPORT FOR THE VILLAGE OF OAK PARK'S WATER  
METER CHANGE OUT PROGRAM**

This Agreement is made and entered into on December 5<sup>th</sup>, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL (the Village) and Northern Water Works Supply/Ferguson Waterworks, (NWWS) 1720 State Street, DeKalb, IL 60115-2617 for administrative support services in connection with the installation of water meters in the Village of Oak Park.

**Whereas**, NWWS supplies water meters and water meter parts to the Village of Oak Park; and

**Whereas**, the Village of Oak Park plans to implement a water meter replacement project whereby large number of water meters will be replaced; and

**Whereas**, NWWS has offered to support the Village's water meter replacement project by providing customer notification services, meter replacement scheduling and meter tracking and identification services to the Village; and

**Whereas**, the Village finds it to be in its best interest to utilize these services in its water meter replacement project.

**Now Therefore**, the parties agree as follows:

**1. Scope of Services**

NWWS will provide the services identified in its "Back Office Solutions Benefits" document attached hereto as Exhibit A. In order to accomplish the services, NWWS will provide the Village with a hand held device on to which NWWS will upload the required data and from which the Village may download data into its MSI Water Meter billing software.

**2. Software Modifications**

The Village will be responsible for creating the interface between the NWWS hand held device and its MSI billing software. In this regard, NWWS agrees to cooperate fully with the Village

and any consultant retained by the Village to create the interface.

**3. Term**

This agreement will be valid for services performed from January 1, 2012 through December 31, 2012.

**4. Invoices and Payment**

The Village will pay NWWS, at the rate of \$18/per meter installation in an amount not to exceed \$18,000 for this contract term.

Northern Water Works Supply will provide the Village with a detailed monthly invoice stating the number of meters installed. The Village will pay all uncontested parts of those invoices within 30 days of receipt thereof in accordance with the Illinois Local Government Prompt Payment Act.

**5. Termination**

This Agreement may be terminated, with or without cause, at any time by either party by providing 14 days prior written notice to the other. Upon the termination of this Agreement, the Village will pay for any services performed by Northern Water Works Supply to the satisfaction of the Village through the date of termination.

**6. Confidentiality**

NWWS acknowledges that, in the course of delivering services to the Village, it will have access to valuable information of a confidential and proprietary nature relating to the Village's customers and technology. All written material, customer lists or other properties, tangible or intangible, arising out of or resulting from the performance of this Agreement, and all proprietary rights, including copyrights therein, are considered confidential and shall belong to the Village. NWWS agrees that it shall not, without the written consent of Village, disclose to any person, other than an employee of the Village or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of the services for the Village, any confidential information it obtains with respect to any of the Village's customers, properties, or technology.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as indicated below.

**Northern Water Works Supply**

**Village of Oak Park**

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Thomas W. Barwin  
Village Manager

REVIEWED AND APPROVED  
AS TO FORM

NOV 29 2011



LAW DEPARTMENT

## **Back Office Solution Benefits**

### **Customer Notifications**

- Notification of customers using a tested method to achieve 100% completion.
- Mailing campaign for project notification (including postage) up to (3) mailings per utility customer.
- Website access to scheduling tool to determine the number of letters a resident has received. (all notifications sent to customers are tracked by NWWWS)
- Field access to incomplete accounts for door knocking opportunities.

### **Call Center**

- Experienced and courteous call center staff dealing with only water meter installations.
- Ability to schedule appointments at a wide range of times.
- Scheduling of appointments via an 800 number or accessing a secured website.
- Bi-Lingual staffing

### **Data Integrity**

- Automated loading and unloading of daily meter install appointments and installation data.
- Error – free data inputs.
- Fully automated data entry from the meter back to the utility billing software with data verification checks along the way.
- In the field bar – code scanning of meter data.
- Customizable installation information captured with wireless handhelds.
- GPS coordinate capture.
- Ability to capture installation pictures.

### **Inventory Control**

- Tracking of received meter shipments by meter size and serial number.
- Assignment of meters to installers and tracking to installed location.

### **Project Management**

- Experience managing installers schedules to achieve the highest level of meter installs per day.
- Real- time management of installers schedules. Filtering of daily changes of the schedule to the installation team.
- Manage installers to work a flexible schedule to meet residents' needs without creating overtime.
- City Management can access a password protected section of the scheduling tool to check the progress of each section of town.
- Savings over traditional installation methods.
- 24/7 Support staff.
- Installer Mileage tracking tool.

Northern Water Works is very excited to enter into a partnership with the City of Moline. We believe that with our high level of customer service, attention to detail and proven experience in the management of water meter installation is a perfect fit for the needs of the City.

I

**VILLAGE OF OAK PARK**  
**AGENDA ITEM COMMENTARY**


**Item Title: Resolution Authorizing the Execution of a One Year Agreement with Winkler's Tree and Landscaping of La Grange Park, Illinois for 2012 Tree Pruning Services, not to exceed \$135,000.00**

Resolution or Ordinance No. \_\_\_\_\_

Date of Board Action: December 5, 2011

Staff Review:

Public Works Director:

  
John P. Wielebnicki

Village Manager's Office:



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

Each year, the Village budgets for tree pruning in order to maintain good tree health, mitigate hazards in the public right-of-way from dead, weak, and interfering branches, and maintain clear sight lines and proper pedestrian and vehicular clearances. In 1998, the Village issued a tree-pruning contract to work in conjunction with the in-house pruning program of the Forestry Division. In this manner, the Village began to prune the parkway trees to the necessary specifications required to accomplish these goals, and bring the entire parkway tree population into a manageable trim cycle.

In order to reduce the high frequency of requests for pruning, proactively treat hazardous tree situations, and decrease the severity and cost of cycle pruning, a four-year trim cycle was implemented in 2003. Since the initial four-year trim cycle began the entire Village has been pruned once, and a second cycle will be completed by the end of December, 2011.

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

The Village's tree pruning program, which includes both in-house crews and contractors, encompasses the following aspects:

- (1) Pruning of all parkway trees of all sizes and species within the specified area;
- (2) Pruning all trees above 10" in diameter by contractor;
- (3) Pruning all trees up to 10" diameter size class by the Forestry Division Staff;
- (4) Continuation of a four-year trim cycle;

The above plan continues to be the most cost effective and a sound arboricultural approach that combines the efforts of in-house labor with an annual pruning contractor.

On October 19, 2011, the Village issued a Request for Bids for 2012 tree trimming the area bound by South Boulevard, Madison Street, Harlem Avenue and Austin Boulevard and the area bound by Madison Street, the Eisenhower Expressway, Harlem Avenue and East Avenue (see attached map).

The bid document was written to allow for two additional contract extension years, ensuring that uniform pruning will continue with an experienced, qualified contractor capable of

following mandated specifications and meeting mandated time frames.

Annual cost increases to the contract are based on the latest published Consumer Price Index (CPI), and capped at a 5% maximum increase for any contract year. Bid quantities were based on the Villages Tree Inventory System (Canopy), giving accurate quantities and scope of work to all potential bidders.

The low bid of \$131,000.00 for Tree Pruning Services was submitted by Winkler's Tree and Landscaping of La Grange Park, Illinois. Winkler's Tree Service has performed in all aspects of the Village's contracted tree maintenance program in the past including tree pruning, removal, and stump removal and restoration. All of these programs were completed on schedule and with excellent performance.

**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):**

Public Works staff met with the Park District of Oak Park staff to discuss the possibility of the Park District taking advantage of the Villages contract prices for this work. The Park District does not have the same volume or need that the Village does but this option may be available to them.

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

The FY 2012 budget provides \$150,000.00 for tree pruning in account #1001-43800-741-530667, External Support. For this contract, at the bid prices from Winkler's Tree and Landscaping, it is estimated that \$135,000.00 will be necessary for the 2012 tree pruning area.

The cost for tree trimming services by Winkler's Tree and Landscaping for Tree Pruning Services for 2012 shall not exceed \$135,000.00.

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

Parkway trees not pruned on a regular basis lead to increased liability, poor tree health, increased mortality, and higher costs of delayed pruning. The scope of the project is too large for Forestry division staffing levels to accomplish in-house.

**Proposed Recommended Action: Approve the Motion**

**RESOLUTION**

**AUTHORIZING THE EXECUTION OF A ONE YEAR AGREEMENT WITH WINKLER'S TREE AND LANDSCAPING OF LA GRANGE PARK, ILLINOIS FOR 2012 TREE PRUNING SERVICES NOT TO EXCEED \$135,000.00**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute a one year agreement with Winkler's Tree and Landscaping of La Grange Park, Illinois for tree pruning services in the Village of Oak Park in 2012 in an amount not to exceed \$135,000.00. Said contract shall conform substantially to the contract attached hereto.

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

ADOPTED this 5<sup>th</sup> day of December, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 5<sup>th</sup> day of December, 2011.

---

David G. Pope  
Village President

ATTEST:

---

Teresa Powell  
Village Clerk





CONTRACT

1. THIS AGREEMENT is made and concluded on December 5, 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 Winkler's Tree and Landscaping, P.O. Box 1154, LaGrange Park, Illinois, 60526, 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, Terms and Conditions and Detailed Specifications for Project No. 12-100, Parkway Tree Removal;
  - b. Contractor's Bid dated October 20, 2011; and
  - c. The Contract Bond

Where the terms of the Bid conflict with the terms set forth in the Village's Notice to Bidders, Detailed Specifications, the Village's Notice to Bidders, Detailed Specifications will control.

3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the Forestry Superintendent under it.
4. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
5. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village of Oak Park

\_\_\_\_\_  
 Teresa Powell  
 Village Clerk  
 (Seal)

By \_\_\_\_\_  
 Thomas W. Barwin  
 Village Manager

Winkler's Tree and Landscaping

REVIEWED AND APPROVED  
AS TO FORM

NOV 29 2011  
  
 LAW DEPARTMENT

By: \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

Its: \_\_\_\_\_

Title



Contract Bond

Winkler's Tree and Landscaping, P.O. Box 1154, LaGrange Park, Illinois, 60526, as PRINCIPAL, and

\_\_\_\_\_ as SURETY,  
is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of One Hundred Thirty Five Thousand (\$135,000.00), well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

**WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH** that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

**NOW THEREFORE**, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

**IN WITNESS WHEREOF**, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_ day of \_\_\_\_\_, 2011.

**NAME OF PRINCIPAL**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

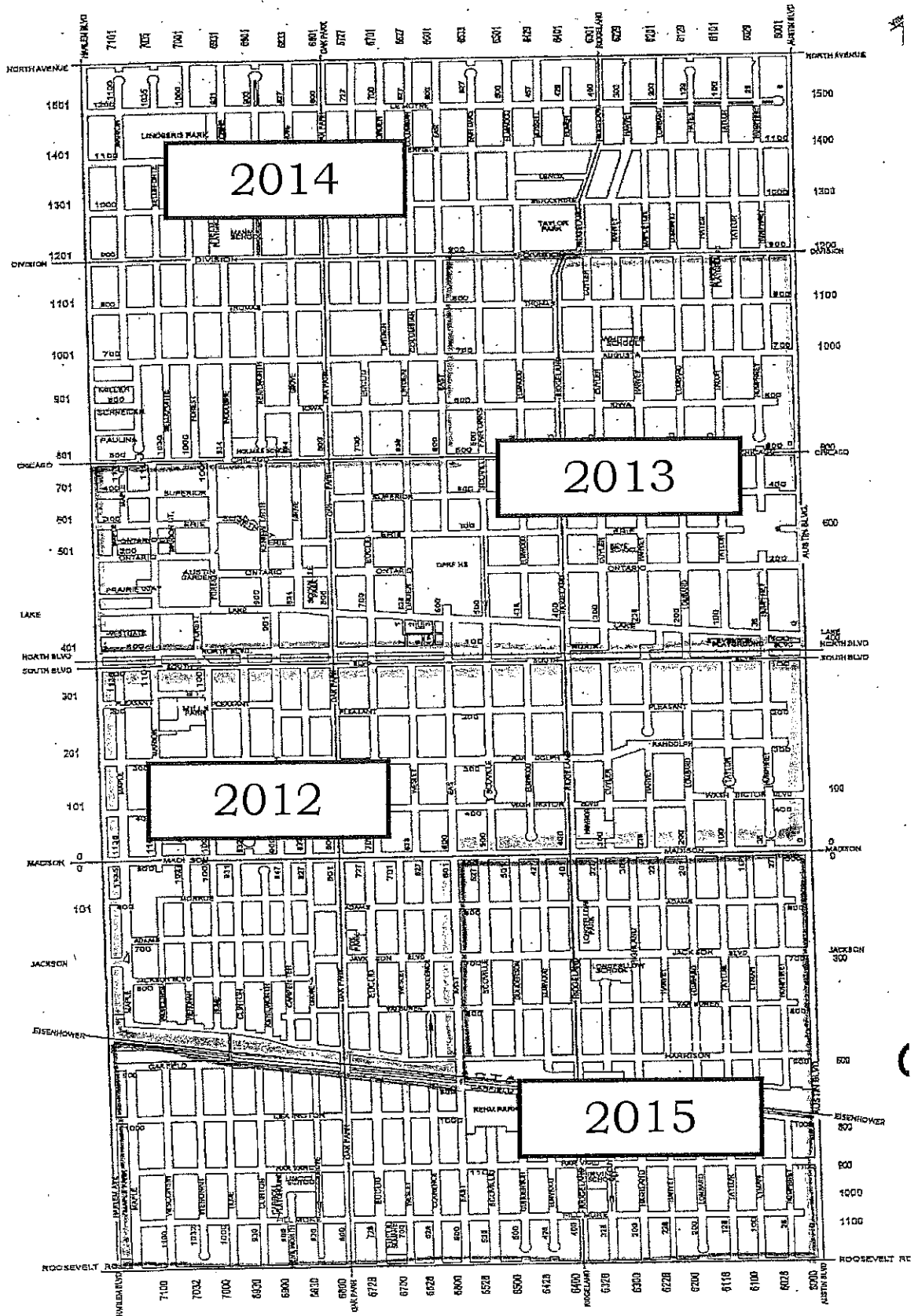
**PROPOSAL TABULATION SHEET**

Village of Oak Park

Tree Trimming Services 2012

CONTRACTOR	MBE	WBE	NON	Estimated 2012 Quantities				TOTAL		
				UNIT COST 10.1" - 20"	UNIT COST 20.1" - 30"	UNIT COST OVER 30"				
				1732	952	271				
Winkler Tree Service			X	\$ 27.76	\$ 48,080.32	\$ 60.91	\$ 57,986.32	\$ 90.87	\$ 24,625.77	\$ 130,692.41
B. Haney & Sons			X	\$ 31.00	\$ 53,692.00	\$ 62.00	\$ 59,024.00	\$ 105.00	\$ 28,455.00	\$ 141,171.00
Kramer Tree Specialist			X	\$ 72.00	\$ 124,704.00	\$ 98.00	\$ 93,296.00	\$ 210.00	\$ 56,910.00	\$ 274,910.00
Homer Tree Care			X	\$ 80.00	\$ 138,560.00	\$ 100.00	\$ 95,200.00	\$ 200.00	\$ 54,200.00	\$ 287,960.00
The Care of Trees			X	\$ 87.80	\$ 152,069.60	\$ 129.04	\$ 122,846.08	\$ 158.30	\$ 42,899.30	\$ 317,814.98

# Village of Oak Park - Pruning Cycle



**REQUEST FOR BIDS, PROJECT NO. 12-101**  
**VILLAGE OF OAK PARK**  
**FOR PARKWAY TREE PRUNING IN 2012**

The Village of Oak Park is seeking bids from qualified contractors to complete parkway tree pruning during the calendar year 2012.

Bids will be received at the Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302, Monday through Friday, 7:30 a.m. to 4:00 p.m. Bids will be accepted until 4:00 p.m., local time, Friday, October 28, 2011. Bids must be enclosed in a sealed envelope and marked: "Project No. 12-101 Bid - Parkway Tree Pruning 2012"

For further information contact:

Jim Semelka, Forestry Superintendent  
Village of Oak Park, Department of Public Works  
201 South Blvd.  
Oak Park, Illinois, 60302  
Tel.: 708/358-5700  
Fax: 708/358-5711  
E-mail: [semelka@oak-park.us](mailto:semelka@oak-park.us)

There will be a Pre-Bid meeting at the Village of Oak Park, Public Works Center, 201 South Boulevard, Oak Park, Illinois on Monday, October 24, 2011 at 9:00 a.m.

The documents constituting component parts of their contract are the following:

- I BID INSTRUCTIONS, TERMS AND CONDITIONS
- II DETAILED SPECIFICATIONS
- III BID FORM
- IV ORGANIZATION OF BIDDING FIRM
- V BID BOND
- VI CONTRACT AND CONTRACT BOND
- VII COMPLIANCE AFFIDAVIT
- VIII M/W/DBE STATUS AND E.E.O. REPORT
- IX NO BID EXPLANATION
- X APPENDIX

Do not detach any portion of this document. Upon formal award to the successful Contractor, a written contract will be issued to complete the project.

The Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid.

DATE ISSUED:        October 19, 2011

**SECTION I**  
**BID INSTRUCTIONS, TERMS AND CONDITIONS**

**Preparation and Submission of Bid:**

All Bids must be delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed Bids that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. The Bid must be signed by an officer of the company who is authorized to enter into contracts on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page.

**Bid Bond**

The bidder shall provide a Bid Bond in the amount of ten percent (10%) of the total bid price. The attached form may be used or the bidder may provide cash or a certified check in the amount specified. The Bid Bonds, cash or checks will be returned once the selected bidder has entered into a contract for this work and provided the Contract Bond in an amount of one hundred percent (100%) of the total approved bid price.

**Award of Contract**

The contract will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

**Costs of Preparation:**

The Village will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid.

**Taxes not Applicable:**

The Village of Oak Park as a municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

**Withdrawal of Bids:**

Any Contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No Contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful Contractor may not withdraw or cancel its Bid after having been notified that the Bid was accepted by the Village Board of Trustees.

**Investigation of Contractors:**

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill Bid requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Bids. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be

prepared to show completed work of a similar nature to that included in its Bid. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

**Rejection of Contractor:**

The Village will reject any Bid from any person, firm or corporation that appears to be in default or arrears on any debt, contract or the payment of any taxes. The Village will reject any Bid from a Contractor that failed to satisfactorily complete work for the Village under any previous contract.

**Conditions:**

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Bid.

**Village Ordinances**

The Bidder will strictly comply with all ordinances of the Village of Oak Park and laws of the State of Illinois.

**Governing Law**

All contracts entered into by the Village of Oak Park are governed by the Laws of the State of Illinois without regard to conflicts of law principals. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

**Subletting of Contract:**

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park or as noted in the Contractor's Bid. In no case shall such consent relieve the Contractor from its obligations or change the terms of the contract.

**Interpretation of Contract Documents:**

Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the Bid submission.

**Minority Business and Women Business Enterprise Requirements:**

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

**Licenses:**

The Contractor shall be responsible for becoming a licensed contractor in the Village.

**Contract:**

The selected company will enter into a contract with the Village to complete the project. The Contract shall be executed by the Contractor and returned, together with the Contract Bond within ten (10) calendar days after the Contract has been mailed to the Contractor. The Contractor shall execute three copies of the Contract. One fully executed copy will be returned to the Contractor

**Contract Bond:**

The successful bidder shall, within ten (10) calendar days after award of Contract, furnish a Contract Bond in the amount of one hundred percent (100%) of the contract price. The bond shall insure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashiers check shall be made payable to the Village of Oak Park, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the contract to be executed.

**Fees and Cost**

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys fees and costs.

**Dispute Resolution**

The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

**Hold Harmless:**

Contractor will be required to agree, to the fullest extent permitted by law, to indemnify, save harmless and defend the Village of Oak Park, its elected officials and employees (the indemnified parties), against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, compensation, court costs and attorneys' fees which the indemnified parties may accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, including death to any person, including contractor's employees, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the contractor's performance of the work contracted as a result of this RFP.

Contractor shall hold the Village harmless from any loss arising due to injury or accident to the public or its workers, or from theft of materials stored at the job site.

**Insurance:**

The Contractor will be required to obtain and maintain in force during the performance of the contract insurance as required herein. Contractors shall not begin work until all the required insurance has been obtained and until the Village has received proof, acceptable to the Village Attorney, of the Contractor's insurance as required herein.



1. Worker's Compensation Insurance with amounts of coverage sufficient to provide for all compensation levels and amounts as mandated by the State of Illinois Worker's Compensation Statutes. The insurer shall agree to waive all rights of subrogation against the Village, its officers, employees and volunteers.
2. Commercial General Liability Insurance with a minimum limit per occurrence of \$1,000,000 for personal injury and \$1,000,000 for property damage. The policy will name the Village of Oak Park as an additional insured with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees or volunteers.
3. Contractors shall include all subcontractors as insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors will also be required to purchase and maintain the insurance required herein.
4. Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
5. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

#### Termination of Contract

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Bidder, in the event that sufficient funds to complete the contract are not appropriated by the Village of Oak Park. The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the Bidder, in the event of default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner, as it may deem appropriate, supplies or services similar to those so terminated. The Bidder shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village of Oak Park that failure to perform the contract was due to causes beyond the control and without fault or negligence of the Bidder.

**References:**

Bidders shall furnish a minimum of four (4) references from accounts that they are servicing for a period of not less than six (6) months.

**BIDDER REFERENCES**

~~WHEELER'S TREE & LANDSCAPING, INC.~~

Bidder Name: \_\_\_\_\_

	Name	Address	Contact Person & Phone #
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

*ENCLOSED*

State the number of years in this business 35.

State the number of current personnel on staff trained in the operation of the equipment required in the performance of this contract 32.

**SECTION II**  
**DETAILED SPECIFICATIONS**

**Scope of Work:**

These Detailed Specifications are for the pruning of parkway trees within the Village of Oak Park. The contract and work shall be carried out in conformance with the Ordinances of the Village of Oak Park and these detailed specifications, in effect on the date of invitation for bids.

The bidder shall furnish all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work. The bidder shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of Oak Park.

**Location of Tree Pruning Work**

The location of the work is known as: PUBLIC RIGHT-OF-WAY within the Village of Oak Park, Illinois, on right-of-way or on property furnished by the owner. All trees over 10 inches in diameter on inventory sheets supplied to the Contractor in the general area designated on the attached map shall be pruned. All tree pruning work is to be done in accordance with the enclosed pruning specifications

It will be the bidder's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines so removal operations will not be delayed.

The bidder shall protect sidewalks, curbs, streets, manhole covers and catch basins, housing property and automobiles from the impact of falling wood by the use of limb ground supports when needed.

**PRUNING SPECIFICATIONS**

- A. All trees to be trimmed in accordance with the revised Pruning Standard for Shade Trees, latest edition, ANSI A300 (1995) pruning standards. Prune all trees so the natural form and shape of the tree is achieved so far as is possible. In the case of American Elms, prune trees so a "cathedral arch" effect is achieved. Crown reduction method preferred where parkway width is sufficient to gain specified clearances, particularly when pruning Tilia species and trees in the 8"-16" size class, with no more than one quarter of leaf surface to be removed. Balance tree evenly. Lower branches must be raised to a height of allowing 8 feet of pedestrian access at the end of a four-year period, and must not protrude over the curb for the same period.
- B. For trees 8"-16" in diameter:

- Prune for central leader (if possible) by removing or subordinating co-dominant stems with drop-crotch cuts.
  - Prune for scaffold limb selection. Thinning or subordinating cuts may need to be made to these branches to slow their growth rate.
  - Potential scaffold branches should be vertically spaced 18" apart. Scaffold branches to remain on mature tree should be spaced at 3 feet if growing above one another.
  - Scaffold branches should be no more than ½ the diameter of the trunk immediately above the branch
  - Retain lateral branches along limbs, but each should be less than ½ the diameter of the limb at attachment.
  - At least ½ of the foliage should be on branches (temporary and permanent) arising in the lower 2/3 of the tree. Similarly, branches should have like distribution of foliage along their length.
- C. Raise all lower branches and hanging branches to a minimum height of 16 feet where practical on trees over 16" in diameter. Not more than one-fourth of foliage of **mature** trees to be removed.
- D. Contractor responsible for re-prunes for a period of one year after completion of pruning section. Remove all sucker growth on the main trunk(s) to first main crotch. Remove all dead, dying, diseased, interfering, objectionable and weak branches and stubs greater than two inches in diameter from all trees.
- E. Remove one of two or more crossed and/or rubbing branches greater than 2 inches in diameter from all trees where practical.
- F. All cuts to be made sufficiently close to parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions.
- G. Rope down all branches where damage could be incurred by gouging of a sodded area and/or damage to public walks. Use caution where there is the possibility of damaging adjacent privately owned shrubs, trees, or flowers.
- H. Pre-cut all limbs being removed whenever there is a possibility of stripping the bark.
- I. Report any structural weakness, decayed trunk or branches, split crotch or branches, or girdling roots within 24 hours of locating to the Forestry Supervisor.
- J. No person working in trees shall use shoes with spikes or any other footwear, which will, in the Village's opinion, injure the trees while work is being performed. At no time shall any person working in trees for pruning purposes wear spurs or climbing irons.
- K. Upon completion of pruning, there shall be a minimum of 16 feet clearance from house and buildings (including roofs).
- L. Clear all streetlight and traffic control devices including non-illuminated signage to allow adequate lighting and sign visibility for the length of the prune cycle. Clear small parkway trees to allow natural growth habit without severely altering the form of the larger tree.

To avoid misunderstanding, the terms in parts D and E above will be used as defined below:

1. "Sucker Growth" - The bushy and undesirable growth of small shoots on the trunk of a tree or in close proximity to the trunk.
2. "Interfering Branches" - Branches which are growing in contact with or within (15) feet of signage, manmade structures or overhanging a structure.

3. "Objectionable Branches" - Branches, which are growing in such a manner that, they cause unnecessary crowding, or are undesirable if the natural form and shape of the tree is to be achieved, or are growing in a direction heading into the crown of the tree.

It will be the Contractor's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines, so the pruning operations will not be delayed.

The Contractor shall protect sidewalks, curbs, streets, manhole covers and catch basin, housing property and automobiles from the impact of falling wood by the use of limb ground supports when needed.

### Commencement of Work

The bidder shall prune all trees designated on pruning sheets commence work no later than January 1st, 2012. Contractor must be on site each week and prune a minimum of 125 trees each week for the length of the contract. All work shall be completed by March 31<sup>st</sup>, 2012, unless the Village Forestry Supervisor or Superintendent grants an extension. Diameter inch estimates per size class are shown on the bid sheet.

### Cleanup

After pruning of trees has been completed, the parkway area beneath the trees shall be raked and all debris shall be removed from the area. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs, or lawns during tree pruning operations. All debris from tree pruning operations shall be removed from the site and from the Village of Oak Park at the end of each working day unless authorized by Forestry Superintendent or his representative. Payment for removal and disposal of debris is to be included in the unit price. Under no circumstances shall debris be left on the parkway or street over weekends or holidays. In addition, keeping debris off the street and parkway areas and out of the gutters prevents the debris from entering and plugging the sewer system. Environmentally accepted practices of debris disposal are also an important part of this work.

### Emerald Ash Borer Compliance Agreement (Illinois Department of Agriculture)

Any ash debris disposal must adhere to all regulations set forth by the Illinois Department of Agriculture (IDA) and under the Emerald Ash Borer Compliance Agreement; applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (*Agilus planipennis*) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

The contractor shall furnish signed copy of the Illinois Department of Agriculture (IDA) EAB Compliance Agreement to the Village of Oak Park, following all provisions pertaining to the proper disposal of ash debris and movement of IDA defined, regulated articles within quarantine zones. The contractor shall abide by any modifications to IDA EAB regulations, including the Compliance Agreement and quarantine zones.

All EAB infested ash wood and debris shall be removed from the Village of Oak Park and shall become the contractor's responsibility to ensure destruction of the infested wood in accordance with the State statutes and local ordinances. Each ash tree shall be considered infested and disposed of accordingly. Under **NO CIRCUMSTANCES** shall logs from ash trees be left for homeowners.

#### Alterations, Omissions and Extra Work

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

#### Contract Period:

The initial contract shall be from January 1, 2012 to March 31, 2012. The Village of Oak Park may renew the contract for two (2) optional years.

#### Contract Renewal:

The Village retains the right to renew this initial contract under the same terms and conditions upon mutual agreement with the Bidder. Renewals are to be done on a yearly basis for no more than two (2) additional contract periods (January 1 to December 31). Price escalation will be allowed and subject to one (1) adjustment per period. The requested increase must be that of the general industry. In this event, written notification stating the requested increase and supporting document justification must be forwarded to the Village. The annual adjustment shall be based upon 100% of the percentage of change of the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's cost for services provided under this contract in any year. If the bidder fails to justify the requested increase, the Village reserves the right to reject the request and cancel the balance of the contract.

If any price reductions are announced during the contract period, the Village shall receive benefit of such reductions. This request shall also be in the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the Village.

#### Property Damage:

The Bidder shall take great care to avoid damaging adjacent landscaping (trees, shrubs, turf, etc.). Bidder shall be held responsible for all damage to property including, but not limited to, existing landscaping including turf, planters, bicycle racks, litter containers, light and traffic signal poles,

parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village.

#### **Idling of Equipment:**

The Department of Public Works has a "No Idling" policy. A copy has been attached to these specifications. The bidder is expected to adhere to this policy as they are an extension of the Public Works Department staff.

#### **Periodic Inspection**

The bidder shall notify the office of the Forestry Superintendent at the beginning and end of any workday crews are in Oak Park giving the location of that day's work. This notification shall consist of the **starting location and work completed for that day**. The office of the Forestry Superintendent must also be notified on any work day that crews will **not** be in Oak Park. The Forestry Superintendent or his representative will periodically inspect the work and will always be available should any problems arise. The Forestry Supervisor or Superintendent can be contacted at 358-5700.

#### **Method of Payment**

The Village of Oak Park will pay all undisputed of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%. Bills for services rendered shall itemize each tree's location, date removed and diameter of the tree, and shall be certified by the Forestry Superintendent or his designee. The Village shall provide forms for this purpose.

#### **Method of Measuring**

Trees to be removed shall be measured per inch of diameter. The diameter shall be measured at a point four feet (4') six inches (6") above the highest ground level at the tree and will be determined by dividing the measured circumference at that point by 3.1416.

#### **Bidder's Representative**

The bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the bidder, and to receive and execute orders from the Forestry Superintendent or appointed representative. Any instructions given to such superintendent or person executing work for the bidder shall be binding on the bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

## Workers

The bidders shall employ competent laborers and shall replace, at the request of the Forestry Supervisor or Superintendent, any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. The bidder is reminded that his employees are an extension of the Villages workforce and they are to work in courteous and respectful manner. **Inappropriate behavior or examples of unproductive work effort will not be tolerated.** The Village has the right to require a bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.

## Arborist Certification

There shall be at least one "Certified Arborist" or "Certified Tree Worker" as recognized by the International Society of Arboriculture on the job site at all times.

## Obstruction of Streets and Rights-of-Way

The bidder shall arrange to keep sidewalks open for traffic when possible, and to block portions of the streets only when deemed necessary to protect private property.

The bidder shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time. Bidder is to erect warning signs and furnish adequate barricades.

## Accident Prevention

The bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Forestry Superintendent or authorized representative shall be immediately discontinued by the bidder upon their receipt of instructions from the Forestry Superintendent, or authorized representative, to discontinue such practice.

The bidder shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

## Reporting

The bidder shall keep weekly records of work completed on forms furnished by the Village of Oak Park and all other reports it may deem necessary. These records will be turned into the Forestry Superintendent's office or faxed each Friday upon completion of the work for that week and with the appropriate corresponding statement in the format designated by the Forestry Superintendent.



## Equipment

Under no circumstances shall any motorized equipment be permitted to be driven on the private property or driveways without prior authorization from the resident and the Forestry Superintendent while performing work under the provisions of this contract. Plywood or other support or protection must be placed on the parkway and / or private property prior to operating or parking vehicles or equipment on or over such property or other support or protection must be placed on the private property prior to operating or parking vehicles or equipment on or over private property.

## Parking

No off-street parking for equipment shall be provided for by the Village of Oak Park on any of the Village's public properties except as may be designated by the Forestry Supervisor or Superintendent.

## Time of Work

Bidder shall only be able to work on weekdays, (Monday through Friday), from 7:30 a.m. to 4:45 p.m. No other times are allowed except as authorized by the Forestry Supervisor or Superintendent. No weekend removal work shall be allowed. No work will be allowed on legal holidays as recognized by the Village of Oak Park.

## Traffic Control Plan

Bidder's item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during tree removal operations.

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

The governing factor in the execution and staging of work for their contract is to provide the motoring public with the safest possible travel conditions near the work zone. The bidder shall arrange their operations to keep the closing of any traffic lane(s) of the roadway to a minimum.

## Pedestrian Traffic Control

While overhead removal work is taking place, the bidder shall block off the sidewalk to pedestrian traffic immediately under the trees being pruned.

III  
PROPOSAL FORM

The undersigned bidder agrees to all terms and conditions of the preceding specifications for parkway tree pruning contract and will furnish all the insurance documents and security deposits as stipulated. The prune area for 2012 is bounded by the south side of South Boulevard to the south side of Madison Ave., between Austin Blvd. and Harlem Ave., and the east side of Austin Ave. to the west side of East Ave. between Madison Ave. and the Eisenhower Expressway. The unit prices listed below are for 2012 only. The contract, if renewed, would include quantities estimated for 2013 and 2014.

Parkway Tree Pruning

Size Class D.B.H.	Unit Price(\$)	Est. 2012 Quant.	Sub Total
10.1 - 20 inch diameter	\$ <u>27.76</u>	X <u>1732</u>	= \$ <u>48,080.32</u>
20.1 - 30 inch diameter	\$ <u>60.91</u>	X <u>952</u>	= \$ <u>57,986.32</u>
over 30 inches diameter	\$ <u>90.87</u>	X <u>271</u>	= \$ <u>24,625.77</u>
<b>Total Amount</b>			= \$ <u>130,692.41</u>

Please provide alternate bid price for EMERGRENCY CALL-OUT RATES

Emergency call out rate Per hour - 2 men, chipper truck w/chipper	\$ <u>290.00</u>
Emergency call out rate Per hour - 1 man, Aerial Lift truck	\$ <u>150.00</u>
Emergency call out rate, Per hour - 1 man, Log Loader	\$ <u>145.00</u>
Emergency call out rate, Per hour - 1 man, Semi tractor-trailer	\$ <u>100.00</u>

Company Name: \_\_\_\_\_

Date: 10-20-11

**Winkler's Tree and Landscaping**  
P.O. Box 1154  
La Grange Pk. IL 60526  
(708)544-1219  
info@winklerstreeservice.com

**SECTION IV**  
**ORGANIZATION OF BIDDING FIRM**

Please fill out the applicable section:

**A. Corporation:**

**WINKLER'S TREE & LANDSCAPING, INC**

The Contractor is a corporation, legally named \_\_\_\_\_ and is organized and existing in good standing under the laws of the State of Ill. The full names of its Officers are:

President U Winkler

Secretary U Winkler

Treasurer U Winkler

Registered Agent Name and Address. **WINKLER'S TREE & LANDSCAPING, INC**

P.O. 1154 LA GR. PK #17

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

**B. Sole Proprietor:**

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

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

**C. Partnership:**

The Contractor is a Partnership which operates under the name \_\_\_\_\_

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

Signature	Signature

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_.

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

**D. Affiliates:** The name and address of any affiliated entity of the business, including a description of the affiliation: \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner

SECTION V  
BID BOND

WE \_\_\_\_\_  
As PRINCIPAL, and

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

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

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

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

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

PRINCIPAL \_\_\_\_\_  
(Company Name) (Company Name)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature & Title) (Signature & Title)

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

SURETY

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_

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

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

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

Given under my hand and notary seal this \_\_\_\_\_ day of

\_\_\_\_\_ A.D. 2011

NOTICE

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

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**SECTION VI**  
**CONTRACT**

1. THIS AGREEMENT is made and concluded on \_\_\_\_\_, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and name and address of contractor, 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, Terms and Conditions and Detailed Specifications for Project No. 12-100, Parkway Tree Removal;
  - b. Contractor's Bid dated \_\_\_\_\_; and
  - c. The Contract Bond

Where the terms of the Bid conflict with the terms set forth in the Village's Notice to Bidders, Detailed Specifications, the Village's Notice to Bidders, Detailed Specifications will control.

3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the Forestry Superintendent under it.
4. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
5. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village of Oak Park

\_\_\_\_\_  
Teresa Powell  
Village Clerk  
(Seal)

By \_\_\_\_\_  
Thomas W. Barwin  
Village Manager

Name of Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title



Contract Bond

NAME AND ADDRESS OF CONTRACTOR \_\_\_\_\_, as PRINCIPAL, and

NAME AND ADDRESS OF SURETY \_\_\_\_\_ as SURETY,

is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of Contract amount in words (\$amt in numbers), well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_ day of \_\_\_\_\_, 2011.

NAME OF PRINCIPAL

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_



Title

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

**NAME OF SURETY**

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**VILLAGE OF OAK PARK**

\_\_\_\_\_  
Thomas W. Barwin  
Village Manager

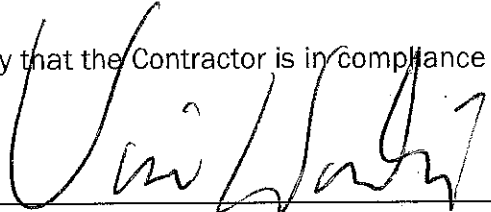
**Attest:**

\_\_\_\_\_  
Teresa Powell  
Village Clerk  
(Seal)

**SECTION VII**  
**COMPLIANCE AFFIDAVIT**

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

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

Signature: 

10-20-11

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

**WINKLER'S TREE & LANDSCAPING, INC.**

**1997**

Name and address of Business: \_\_\_\_\_

Telephone 708-544-1219 E-Mail info@winklerstreeservice.com

Subscribed to and sworn before me this 20 day of OCT, 2011.

Notary Public  
"OFFICIAL SEAL"  
SHANNON M. WINKLER  
Notary Public, State of Illinois  
My Commission Expires 6/29/15

*Shannon M. Winkler*

**SECTION VIII**  
**M/W/DBE STATUS AND EEO REPORT**

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

**WINNERS TREE & LANDSCAPING INC.**  
**1997**

1. Contractor Name: \_\_\_\_\_

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

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

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

30 Number of full-time employees

2 Number of part-time employees

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

Signature: 

Date: 10-20-17

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of **WALKER'S TREE & LANDSCAPING, INC.**

Contractor Name 32  
 Total Employees 32

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities		
				Black	Hispanic	American Indian & Alaska Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaska Native	Asian & Pacific Islander			
Officials & Managers	4	4												
Professionals														
Technicians														
Sales Workers	2	2												
Office & Clerical	2		2											
Semi-Skilled														
Laborers	22	22		1	21									
Service Workers														
TOTAL	30	28	2	1	21									22
Management Trainees														
Apprentices														

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

D. B. Winkler  
(Name of Person Making Affidavit)

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

Press  
(Title or Officer)

~~WINKLER'S TREE & LANDSCAPING, INC.~~  
and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 20 day of Oct, 2011.

Shannon M. Winkler  
(Signature)

10-20-11  
(Date)



SECTION IX  
NO BID EXPLANATION

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

Thank you.

Bid Name: Project No. 12-101 – Parkway Tree Pruning 2012

Comments:

Signed: \_\_\_\_\_

Phone: \_\_\_\_\_

SECTION X  
APPENDIX



OAK PARK PUBLIC WORKS			
STANDARD OPERATING GUIDELINES	#08-12	Vehicle Idling Management	
Effective date: July 14, 2008	Revised: July 20, 2009	By orders of: John P. Wielebnicki Director of Public Works	Page: 1 of 1

**I. PURPOSE:**

The Oak Park Vehicle Idling Management Policy is designed to improve air quality while realizing significant savings in fuel and operating costs. This policy aligns with IL Vehicle Code §11-1429 which limits idling of diesel vehicles.

**II. SCOPE:**

All Public Works employees operating a Village-owned vehicle are responsible for adhering to the guidelines of this policy.

**III. DEFINITION:**

- A Village-owned vehicle" includes cars, trucks or pieces of equipment that are driven on a public street or right of way or on Village property.

**IV. PROCEDURE/PROTOCOL:**

1. No driver of a municipal vehicle shall cause or allow the vehicle to idle for a period of more than 5 minutes in a 60-minute period.
2. The policy shall not apply to:
  - a. Emergency service vehicles, such as fire apparatus, police vehicles, or ambulances;
  - b. Vehicles standing in traffic;
  - c. Vehicles being serviced or repaired;
  - d. Idling when necessary to operate auxiliary equipment that is required to accomplish the intended use of the vehicle;
  - e. Idling to provide heat within the cab of the vehicle if the outside temperature is less than 32° F and there is no accessible temperature-controlled area within a reasonable distance; or
  - f. Idling to provide cooling within the cab of the vehicle if the outside temperature is more than 80° F, there is no accessible temperature-controlled area within a reasonable distance, and the vehicle is equipped with air conditioning.

## Joan Winkler

---

**From:** Semelka, James [Semelka@oak-park.us]  
**Sent:** Wednesday, October 19, 2011 12:09 PM  
**To:** Stanislavski, Diane  
**Attachments:** Microsoft Word - 2012 Parkway Stump Removal and Restoration.pdf; Microsoft Word - 2012 Parkway Tree Trimming.pdf  
**Sensitivity:** Confidential

Ladies and gentlemen,

Please find attached bid packages for Tree Pruning and Stump Removal and Restoration for the Village of Oak Park in 2012. Although the pre-bid meeting is not mandatory, I always suggest sending someone just so everyone hears the same answers to the same questions. FYI...the pre-bid for both proposals is Monday the 24th at 9:00 am here at Public Works, bids are due Friday the 28th by 4:00 pm. Sorry for the compressed time frame, I hope the bids are pretty self-explanatory.

Call or email with questions.

Thanks,

Jim Semelka  
Urban Forestry Superintendent  
Village of Oak Park  
201 South Boulevard  
Oak Park, IL 60302-4272  
W: 708.358.5700  
[semelka@oak-park.us](mailto:semelka@oak-park.us)  
[www.oak-park.us](http://www.oak-park.us)



# Winkler's Tree Service, Inc.

P.O. Box 1154 • LaGrange Park, Illinois 60526  
(708) 544-1219 • Fax (708) 544-0405  
e-mail: [info@winklerstreeservice.com](mailto:info@winklerstreeservice.com)  
[www.winklerstreeservice.com](http://www.winklerstreeservice.com)



*Illinois's First Nationally Accredited Tree Care Company*

## Certified Arborist on Staff

Richard Epply	IL-1718A
Patrick Flanagan	IN-1476A
Aloysius Rienzo	IL-1665A
Timothy Shepard	WA-6791A
Vince Winkler	IL-0037A
Benjamin Zuleta	IL-5245A



Fully Insured • Certified Arborist • State Licensed Pesticide Applicator





# Winkler's Tree Service, Inc.

P.O. Box 1154 • LaGrange Park, Illinois 60526

(708) 544-1219 • Fax (708) 544-0405

e-mail: info@winklertreeservice.com

www.winklertreeservice.com

Illinois's First Nationally Accredited Tree Care Company



98-2011

City of Chicago Attn: Mike Brown 2352 S. Ashland Chicago, IL 60608	trim (312)446-1162	Village of Maywood Attn: John West 40 Madison St. Maywood, IL 60153	trim & removal (708)491-8842
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Village of Burr Ridge Attn: Gary Gatlin 7660 S. County Line Rd. Burr Ridge, IL 60521	trim & removal (630)323-4733	Village of Mount Prospect Attn: Sandy Clark 50 S. Emerson Mount Prospect, IL 60056	removal (847)392-6000
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Village of Clarendon Hills 1 N. Prospect Ave. Clarendon Hills, IL 60514	trim & removal (630)323-3500	Village of North Riverside Attn: Tim Kutt 2401 S. DesPlaines Ave. North Riverside, IL 60546	trim & removal (708)447-4211
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Village of Downers Grove 5101 Walnut Ave. Downers Grove, IL 60515	trim & removal (630)434-5500	Village of Oak Park Attn: Jim Semelka 201 South Blvd. Oak Park, IL 60302	removal (708)358-5700
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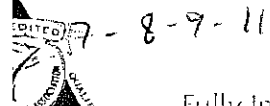
City of Elmhurst Attn: Mark Steve 209 N. York St. Elmhurst, IL 60126	removal (630)530-3126	Village of Lincolnwood Attn: Mark Dunteman 7001 N. Lawndale Lincolnwood, IL 60712	trim (847)675-0888
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City of Highland Park Attn: Larry King 1150 Half Day Rd. Highland Park, IL	trim (847)926-1043	Village of Village Park Attn: Dan Sullivan 20 S. Ardmore Ave. Villa Park, IL 60181	trim (630)834-8505
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Village of Hillside Attn: Joe Pisano 425 Hillside Ave. Hillside, IL 60162	trim & removal (708)202-3434	Village of Wilmette Attn: Kevin Sorby 1200 Wilmette Ave. Wilmette, IL 60091	trim (847)853-7500
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Village of Hinsdale Attn: John Finnell 19 E. Chicago Ave. Hinsdale, IL 60521	trim (630)789-7000	Beverly Country Club Attn: Keith Peterson 8700 S. Western Ave. Chicago, IL 60620	trim (708)636-8700 ext.146
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Village of Homewood Attn: Jim Tresouthick	trim & removal (708)206-3396	17755 S. Ashland, Homewood, IL	
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established 1938  
**TREE CARE INDUSTRY**  
Association

3 Perimeter Road, Unit 1  
Manchester, NH 03103

Tel: (603) 314-5380; 1-800-733-2622  
Fax: (603) 314-5386

E-mail: [tcia@treecareindustry.org](mailto:tcia@treecareindustry.org)  
Web site: [www.treecareindustry.org](http://www.treecareindustry.org)

Contact: Robert Rouse  
Email: [rouse@treecareindustry.org](mailto:rouse@treecareindustry.org)

For Immediate Release  
April 2, 2008

**WINKLER'S TREE & LANDSCAPING, INC. CONTINUES TO ADHERE TO BEST INDUSTRY PRACTICES**

*Local Tree Care Company Gains 3-Year Industry Re-Accreditation*

Winkler's Tree & Landscaping, Inc., a commercial and residential tree care company located in LaGrange Park, Illinois has been recently re-accredited in accordance with Tree Care Company Accreditation standards put forth by the Tree Care Industry Association (TCIA), America's oldest and most respected tree care trade association. Accredited tree care companies must re-apply every three years so that their practices can be reviewed and the continuation of best business practices can be verified.

TCIA Accreditation is the only program of its kind in the tree care industry. It is a voluntary process evaluating businesses to ensure that professional practices and standards are met by all employees that work on your property. When you hire an Accredited tree care company, you can rest assured that this organization has been checked for proper insurance, applicable licenses, reliable and ethical customer service practices, and meets strict operating standards. A key objective for Accreditation is to help companies provide the highest levels of service to customers.

To achieve business Accreditation, businesses undergo an extensive review of professional practices aimed at safeguarding consumers, including:

- ▶ Consumer satisfaction
- ▶ Best business practices
- ▶ Formal employee training
- ▶ Compliance with industry standards
- ▶ Adherence to safety and quality standards
- ▶ Insurance coverage

As a measure of protection to consumers, businesses undergo renewal check-ups annually. The annual renewal ensures that the company continues to employ trained professionals, is still properly insured and has a good safety and consumer satisfaction rating.

The 3-year Re-Accreditation achievement demonstrates that Winkler's Tree & Landscaping, Inc has undergone an extensive review of practices as well as a site visit, and continues to adhere to all accreditation standards.

*For more information regarding the Tree Care Industry Association, visit [www.tcia.org](http://www.tcia.org). For more information regarding the Accreditation program at TCIA or to obtain digital photos, contact Bob Rouse at (800) 733-2622 x117 or email [rouse@tcia.org](mailto:rouse@tcia.org).*

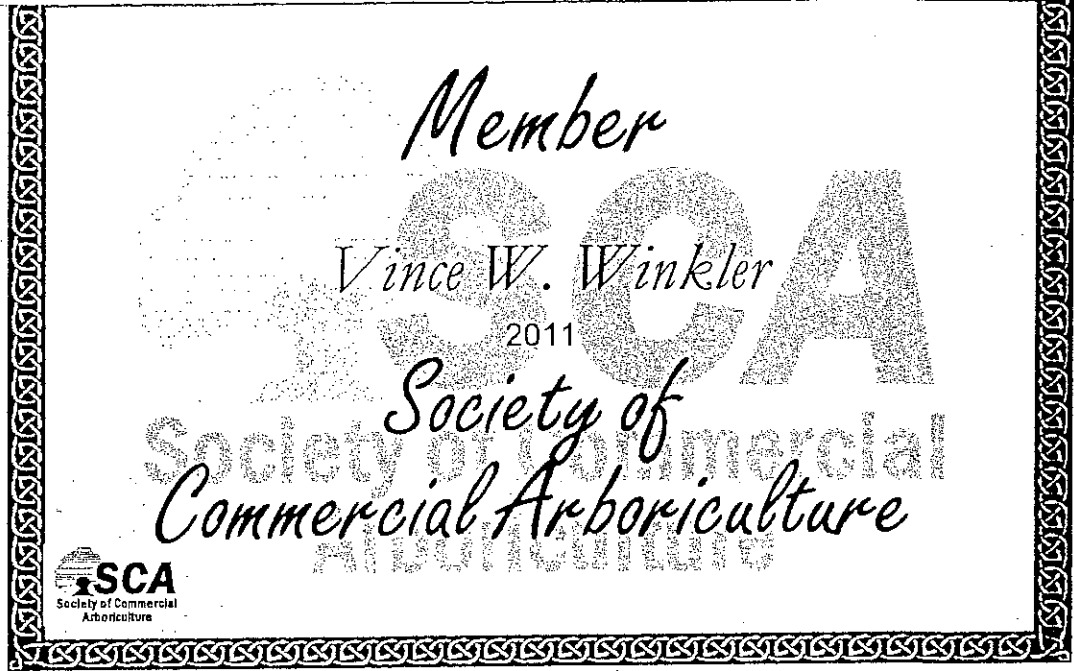
*For more information regarding Winkler's Tree & Landscaping, Inc, visit [www.winklertreeservice.com](http://www.winklertreeservice.com) or call (708) 544-1219*



5824

PROFESSIONAL MEMBER  
Vince W. Winkler

Membership Card Expires: 12/31/2011

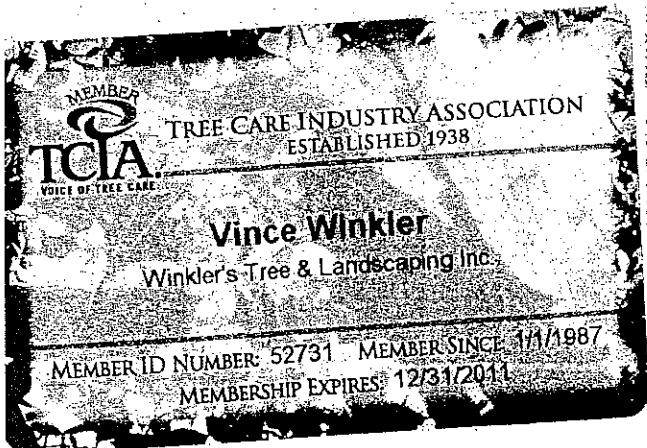


Member

Vince W. Winkler

2011

Society of  
Commercial Arboriculture



International  
Society  
of Arboriculture

CERTIFIED ARBORIST

Vince W. Winkler

Certificate Number:

IL-0037A

Expiration Date:

Jun 30, 2013

<u>Added Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin Number</u>	<u>Plate &amp; Transponder #</u>	<u>Axles-Tires</u>	<u>Ser. #</u>
1/10/2008	Ford (#1)	Expi Sport	1FMEU51828UA25882	24001S B	2	4
1/20/2009	Chevy (#2) PF	Colorado	1GCCS33E588214978	5346 LE-B	2	4
1/15/2009	Chevy (#3) TS	Colorado	1GCCS29E488183417	83528T-B	2	4
1/28/2006	Chevy (#4) PB	Silverado	3GCEC14X86G188071	90246B-B	2	4
3/7/2005	International (#5)	7400	1HTWGZR85J131422	19101MR	3	10 700-77246
2002	Chevrolet (#6)	S10	1GCCS145128110207	1075ZG-B	2	4
2009	Chevrolet (#7) AR	Colorado	1GCCS19E898107775	81883D-B	2	4
1/15/2005	Chevrolet (#8)	Colorado	1GCCS148058162930	50368G-B	2	4
1999	International (#9)	4900	1HTSHAA18XH640164	19050MR	3	10 700-76057
2006	International (#11)	4300 Aerial	1HTTMAAP56H345318	6543PM	2	6 #981115000
2000	International (#12)	4700 Aerial	1HTSCAAP4YH315238	5383PM	2	6 #1789120
2000	International (#13)	4700 Aerial	1HTSCAAP5XH664049	5436PM	2	6 #18814502
2000	International (#14)	4700 Aerial	1HTSCCAP8YH208564	5437PM	2	6 #984111500
2007	International (#15)	4300 Aerial	1HTTMAAM27H434027	6602PM	2	6
2007	International (#16)	4300 Aerial	1HTTMAAM37H434022	5438PM	2	6 #38211901
2008	International (#17)	4300 Aerial	1HTTMAAM78H565374	5381PM	2	6
2/2009	Sterling (#18)	dump	2FZHATDC45AV08363	18119MR	3	10 #PR61713 124-BC
20/2008	International (#20)	4300 Chip Truck	1HTTMAAM38H563069	13670MH	2	6
21/2005	Nissan (#21)	UD Chip Truck	JNAPA80H05AN50092	13765MJ	2	6
28/2006	Nissan (#22)	UD Chip Truck	JNAPA80H56AG55697	13764MJ	2	6
1/3/2002	International (#23)	4700 Chip Truck	1HTSCAAP72410292	13339MJ	2	6
2000	International (#24)	4700/Chip Truck	1HTSCAAP6YH230949	13188MH	2	6
2002	International (#25)	4700/Chip Truck	1HTSCAAP92H410293	13187MH	2	6
14/2004	International (#26)	4700/Chip Truck	1HTSCABN1XH616271	13338MJ	2	6
1/4/2007	Chev (#27)	6500 Chip Truck	1GBJ6C1317F415370	13571MH	2	6
1999	International (#28)	4700/Chip Truck	1HTSAAP8XH589735	13186MH	2	6
26/2001	Isuzu (#29)	Dump Truck	JALE5B14717902852	13185MH	2	6
17/2004	Chev (#31-B)	Dump Truck	1GBJK34U44E311893	197862D	2	6
18/2004	Chev (#32)	Dump Truck	1GBJC34U64E261592	170980D	2	6
1/7/2010	Chev (#35)	Dump Truck	1GC7KZBG9AF138447	170907D	2	6
2000	Isuzu (#40)	W/Sprayer	JALE5B140Y7902511	71599H	2	6
1/1/2001	Isuzu (#41)	W/Sprayer	JALE5B14917901542	71598H	2	6
15/2006	Mack (#52)	CXN613	1M1AKO5Y06N010374	20 866V	5	18
25/2008	Sterling (#53)	LT7500	2FZHATDJ97AY55477	6920PM	2	6
3/1/2011	International	International	1HTTMAAM78H565374	5381PM	2	6

<u>Add Date</u>	<u>Chippers/Model/Ser. #</u>	<u>Plate EV</u>	<u>Year</u>	<u>Axel</u>	<u>HSP</u>
1/20/2005	Morbark 2400 50153 #60	3410	2001	double	hsp 125
1/14/2010	Morbark 2400XL 50449 #61	3413	2003	double	hsp 200
1/8/2006	Morbark 2400 3 3357 #62	3412	1999	double	hsp 200
1/25/2010	Morbark 2400 XL 50896 #63	3411	2005	double	hsp 200
1/8/2006	Morbark 2400 50853 #64	3414	2004	double	hsp 125
1/26/2005	Morbark 2400 3273 #65	3415	1998	double	hsp 200
1/16/2005	Morbark 2400 50089 #66	3416	2000	double	hsp 200
1/29/2009	Morbark Model 18 51247 #67	3417	2006	double	hsp 140
	Morbark 2400 3267 #68	3418	1998	single	hsp 115
1/10/2008	Morbark 15 24525 #69	3448	2006	single	hsp 140

1/15/2006 trailer mounted IR Compressor P185WIR 325418

Medium Stumper

1/21/2007	Vermeer 252 1VRN071F311005755				
1/18/2007	Vermeer 352 1VRY102W971002643				
9/5/2007	Vermeer-352 1VRY102W061002190				
1/30/2010	Vermeer-SC-60 1VRY1Z05891001377				Serial #1377

BIG Stumpers

2/5/2001	2007 Vermeer Perkins	Model 1102-A	#2060		
3/5/2006	2006 Vermeer Perkins	Model 1102-A	#2025		

Trailers

2000	4H1001816Y026796	1368GB-TA (Boat Trailer)			
1997	457DA0B05V1007627	1365GB-TA			
2002	1A9F461X2V583007	1367GB-TA			spray trailer
2004	4L5SA20204F006056	50666-TD			bobcat
1990	1R1D83025LE900086	323 629 ST			Ravens dmp trlr
2007	1R9US10157P136467	2212 -JE TA			stumper
2007	1R9US101X7P136501	4146 JJ TA			stumper
2007	1R9US10187P136500	4131 JJ TA			stumper
1989	Butler serial #6647	244643TC			stumper

Arrow Board Model #

29/2010	1997 Sunray340	Plate	18424TB
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Tractors/Model #

	New Holland 250 (4/04)	T00250A912104	End Ldr.		
	ATV Speed Spreader(4/04)	Lesco			
	2008 Mini Skid-Steer Boxer 532 DX				#2677

Alpine purchased 10/2000 #10166 stolen 2004

Alpine magnum purchased 10/2004 #10318 #10131



ce Winkler 031-010  
Winkler Tree and Landscaping, Inc. P.O. Box  
14  
Orange Park IL 60526 708-544-1219  
@winklertreeservice.com  
k County

# Illinois Department of Agriculture DIS EMERALD ASH BORER COMPLIANCE AGREEMENT

Contact Name: Mr./Ms. \_\_\_\_\_

Mailing Address: Street \_\_\_\_\_ City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

County \_\_\_\_\_

Disposal or Processing Yard Location (if different than mailing address above): Street \_\_\_\_\_

City/Town \_\_\_\_\_ Zip code \_\_\_\_\_ County \_\_\_\_\_

Applicable to State of Illinois Interior State Quarantine(s) for the Emerald Ash Borer (*Agrilus planipennis*)  
Pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.)

I acknowledge State and Federal regulations governing the Emerald Ash Borer (EAB), quarantine zone boundaries, and "regulated articles"\*. When working within and near EAB quarantine zone(s), I agree to supply records that may be required for inspection. I agree to comply with the procedures listed below in this agreement and with any other procedures required by the Director of the Illinois Department of Agriculture, as follows:

1. Regulated articles shall not be moved out of established quarantine zone(s) at any time unless: a) the regulated articles have been chipped/processed to a size measuring less than 1.0 inch in two dimensions; b) the bark and outer 1/2 inch of sapwood of regulated articles has been completely removed; or c) the regulated articles, including firewood, have been treated to meet USDA-APHIS-PPQ standards for Kiln Sterilization (T404-b-4), Heat Treatment (T314-a), or Fumigation Treatment (T404-b-1-1);
2. From May 1 to September 1, all regulated articles originating from within the EAB quarantine zone and leaving any municipality or township of their origin shall only be transported within the EAB quarantine zone in an enclosed vehicle or a vehicle completely enclosed by a covering, such as canvas, plastic or tightly woven cloth, adequate to prevent the passage of the Emerald Ash Borer to the environment;
3. Any and all persons or entities transferring possession of regulated articles within the EAB quarantine zone to another person or entity shall inform the person or entity taking possession of the regulated article, either verbally or in writing, that the said regulated articles are subject to State and Federal quarantine regulations;
4. Employers shall inform their employees about the EAB quarantine regulations, including EAB quarantine zone boundaries, instruct employees how to identify the EAB and its signs, and require a copy of this compliance agreement to be carried by employees working in the State of Illinois; and
5. The Illinois Department of Agriculture shall be informed of any suspected EAB infestation(s).

\*"Regulated Articles" are hereby defined as the following:

- 1) The Emerald Ash Borer (*Agrilus planipennis* Fairmaire) in any living stage of development;
- 2) Ash trees (*Fraxinus spp.*) of any size;
- 3) Ash limbs and branches;
- 4) Any cut non-coniferous, hardwood firewood;
- 5) Bark from ash trees and wood chips larger than one inch in two dimensions from ash trees;
- 6) Ash logs and lumber with either the bark or the outer one-half-inch of sapwood or both, attached;
- 7) Any item made from or containing the wood of the ash tree which is capable of spreading the emerald ash borer;
- 8) Any other article, product, or means of conveyance when it is determined by the Director of Agriculture that it presents the risk of spread of the Emerald Ash Borer in any stage of development.

Affixing of the signatures below will validate this agreement which shall remain in effect until cancelled. This document may be revised as necessary, or revoked for noncompliance, by the Illinois Department of Agriculture.

Signature/Title Umic Winkler

Date Signed 1-4-10

State Agency Official Signature Julian J. Heringhaus

Compliance Agreement No: 031-010

Illinois Department of Agriculture  
2280 Bethany Road, Suite B  
DeKalb, Illinois 60115  
Phone: 815-787-5476  
Fax: 815-787-5488



Illinois Department of Agriculture  
P.O. Box 19281  
Springfield, Illinois 62794-9281  
Phone: 217-785-2427  
Fax 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: [www.illinoisEAB.com](http://www.illinoisEAB.com) or [www.state.il.us/EAB](http://www.state.il.us/EAB).  
[11/23/2009, EABComplianceAgreementVI.doc]

**HUB INTERNATIONAL SCHEER'S INC.**  
**PHONE NO. 630-468-5600      FAX NO. 630-468-5695**

**BID RESULTS REPORT**

Regarding the enclosed bid bond(s), please return this form at your earliest convenience.  
**This information is required in order to expedite service on your next bond request.**

Contractor: **Winkler's Tree & Landscaping**

Surety: **Bond Safeguard Insurance Company**

Bid Date: **October 28, 2011**

Project: **2012 Parkway Tree Pruning**

Owner: **Village of Oak Park**

Bid Results: (name of contractor and \$ amounts)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

\*

\*(If not in top three low bids, please indicate amount bid)

SECTION V  
BID BOND

WE Winkler's Tree & Landscaping, Inc.

As PRINCIPAL, and

Bond Safeguard Insurance Company

as SURETY,

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this

28th day of October A.D. 2011

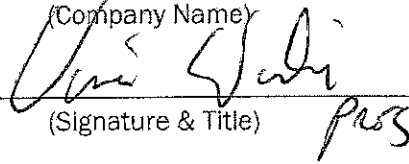
PRINCIPAL

Winkler's Tree & Landscaping, Inc.

(Company Name)

(Company Name)

By:

  
(Signature & Title)

By:

(Signature & Title)

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

SURETY

Bond Safeguard Insurance Company

(Name of Surety)

*Tariese M. Pisciotto*

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

Tariese M. Pisciotto

COUNTY OF DuPage

I, Dawn L. Morgan, a Notary Public in and for said county, do hereby certify that

and Tariese M. Pisciotto

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

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

Given under my hand and notary seal this 28th day of

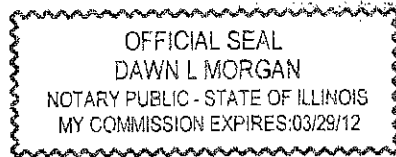
October A.D. 2011

NOTICE

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

My commission expires 3/29/2012

*Dawn L. Morgan*  
Notary Public  
Dawn L. Morgan



# Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Woodridge, Illinois, does hereby constitute and appoint: James I. Moore, Bonnie Kruse, Stephen T. Kazmer, Dawn L. Morgan, Peggy Faust, Kelly A. Gardner, Elaine Marcus, Jennifer I. McComb, Melissa Schmidt, Heather A. Beck, Tariese M. Pisciotto\*\*\*\*\* its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7<sup>th</sup> day of November, 2001.



**BOND SAFEGUARD INSURANCE COMPANY**

BY *David E. Campbell*  
David E. Campbell  
President

### ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



*Maureen K. Aye*  
Maureen K. Aye  
Notary Public

### CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Woodridge, Illinois this 28th Day of October, 2011



*Donald D. Buchanan*  
Donald D. Buchanan  
Secretary

**ORIGINAL**

**REQUEST FOR BIDS, PROJECT NO. 12-101**  
**VILLAGE OF OAK PARK**  
**FOR PARKWAY TREE PRUNING IN 2012**

The Village of Oak Park is seeking bids from qualified contractors to complete parkway tree pruning during the calendar year 2012.

Bids will be received at the Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302, Monday through Friday, 7:30 a.m. to 4:00 p.m. Bids will be accepted until 4:00 p.m., local time, Friday, October 28, 2011. Bids must be enclosed in a sealed envelope and marked: "Project No. 12-101 Bid - Parkway Tree Pruning 2012"

For further information contact:

Jim Semelka, Forestry Superintendent  
Village of Oak Park, Department of Public Works  
201 South Blvd.  
Oak Park, Illinois, 60302  
Tel.: 708/358-5700  
Fax: 708/358-5711  
E-mail: [semelka@oak-park.us](mailto:semelka@oak-park.us)

There will be a Pre-Bid meeting at the Village of Oak Park, Public Works Center, 201 South Boulevard, Oak Park, Illinois on Monday, October 24, 2011 at 9:00 a.m.

The documents constituting component parts of their contract are the following:

- I BID INSTRUCTIONS, TERMS AND CONDITIONS
- II DETAILED SPECIFICATIONS
- III BID FORM
- IV ORGANIZATION OF BIDDING FIRM
- V BID BOND
- VI CONTRACT AND CONTRACT BOND
- VII COMPLIANCE AFFIDAVIT
- VIII M/W/DBE STATUS AND E.E.O. REPORT
- IX NO BID EXPLANATION
- X APPENDIX

Do not detach any portion of this document. Upon formal award to the successful Contractor, a written contract will be issued to complete the project.

The Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid.

**DATE ISSUED:        October 19, 2011**

**SECTION I**  
**BID INSTRUCTIONS, TERMS AND CONDITIONS**

**Preparation and Submission of Bid:**

All Bids must be delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed Bids that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. The Bid must be signed by an officer of the company who is authorized to enter into contracts on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page.

**Bid Bond**

The bidder shall provide a Bid Bond in the amount of ten percent (10%) of the total bid price. The attached form may be used or the bidder may provide cash or a certified check in the amount specified. The Bid Bonds, cash or checks will be returned once the selected bidder has entered into a contract for this work and provided the Contract Bond in an amount of one hundred percent (100%) of the total approved bid price.

**Award of Contract**

The contract will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

**Costs of Preparation:**

The Village will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid.

**Taxes not Applicable:**

The Village of Oak Park as a municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

**Withdrawal of Bids:**

Any Contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No Contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful Contractor may not withdraw or cancel its Bid after having been notified that the Bid was accepted by the Village Board of Trustees.

**Investigation of Contractors:**

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill Bid requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Bids. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be

prepared to show completed work of a similar nature to that included in its Bid. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

**Rejection of Contractor:**

The Village will reject any Bid from any person, firm or corporation that appears to be in default or arrears on any debt, contract or the payment of any taxes. The Village will reject any Bid from a Contractor that failed to satisfactorily complete work for the Village under any previous contract.

**Conditions:**

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Bid.

**Village Ordinances**

The Bidder will strictly comply with all ordinances of the Village of Oak Park and laws of the State of Illinois.

**Governing Law**

All contracts entered into by the Village of Oak Park are governed by the Laws of the State of Illinois without regard to conflicts of law principals. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

**Subletting of Contract:**

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park or as noted in the Contractor's Bid. In no case shall such consent relieve the Contractor from its obligations or change the terms of the contract.

**Interpretation of Contract Documents:**

Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the Bid submission.

**Minority Business and Women Business Enterprise Requirements:**

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

**Licenses:**

The Contractor shall be responsible for becoming a licensed contractor in the Village.



**Contract:**

The selected company will enter into a contract with the Village to complete the project. The Contract shall be executed by the Contractor and returned, together with the Contract Bond within ten (10) calendar days after the Contract has been mailed to the Contractor. The Contractor shall execute three copies of the Contract. One fully executed copy will be returned to the Contractor

**Contract Bond:**

The successful bidder shall, within ten (10) calendar days after award of Contract, furnish a Contract Bond in the amount of one hundred percent (100%) of the contract price. The bond shall insure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashiers check shall be made payable to the Village of Oak Park, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the contract to be executed.

**Fees and Cost**

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys fees and costs.

**Dispute Resolution**

The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

**Hold Harmless:**

Contractor will be required to agree, to the fullest extent permitted by law, to indemnify, save harmless and defend the Village of Oak Park, its elected officials and employees (the indemnified parties), against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, compensation, court costs and attorneys' fees which the indemnified parties may accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, including death to any person, including contractor's employees, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the contractor's performance of the work contracted as a result of this RFP.

Contractor shall hold the Village harmless from any loss arising due to injury or accident to the public or its workers, or from theft of materials stored at the job site.

**Insurance:**

The Contractor will be required to obtain and maintain in force during the performance of the contract insurance as required herein. Contractors shall not begin work until all the required insurance has been obtained and until the Village has received proof, acceptable to the Village Attorney, of the Contractor's insurance as required herein.

1. Worker's Compensation Insurance with amounts of coverage sufficient to provide for all compensation levels and amounts as mandated by the State of Illinois Worker's Compensation Statutes. The insurer shall agree to waive all rights of subrogation against the Village, its officers, employees and volunteers.
2. Commercial General Liability Insurance with a minimum limit per occurrence of \$1,000,000 for personal injury and \$1,000,000 for property damage. The policy will name the Village of Oak Park as an additional insured with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees or volunteers.
3. Contractors shall include all subcontractors as insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors will also be required to purchase and maintain the insurance required herein.
4. Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
5. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

#### Termination of Contract

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Bidder, in the event that sufficient funds to complete the contract are not appropriated by the Village of Oak Park. The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the Bidder, in the event of default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner, as it may deem appropriate, supplies or services similar to those so terminated. The Bidder shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village of Oak Park that failure to perform the contract was due to causes beyond the control and without fault or negligence of the Bidder.

**References:**

Bidders shall furnish a minimum of four (4) references from accounts that they are servicing for a period of not less than six (6) months.

**BIDDER REFERENCES**

~~WINKLER'S TREE & LANDSCAPING, INC.~~

~~1987~~

Bidder Name: \_\_\_\_\_

	Name	Address	Contact Person & Phone #
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

*EW CLOSED*

State the number of years in this business 35.

State the number of current personnel on staff trained in the operation of the equipment required in the performance of this contract 32.

**SECTION II**  
**DETAILED SPECIFICATIONS**

**Scope of Work:**

These Detailed Specifications are for the pruning of parkway trees within the Village of Oak Park. The contract and work shall be carried out in conformance with the Ordinances of the Village of Oak Park and these detailed specifications, in effect on the date of invitation for bids.

The bidder shall furnish all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work. The bidder shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of Oak Park.

**Location of Tree Pruning Work**

The location of the work is known as: PUBLIC RIGHT-OF-WAY within the Village of Oak Park, Illinois, on right-of-way or on property furnished by the owner. All trees over 10 inches in diameter on inventory sheets supplied to the Contractor in the general area designated on the attached map shall be pruned. All tree pruning work is to be done in accordance with the enclosed pruning specifications

It will be the bidder's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines so removal operations will not be delayed.

The bidder shall protect sidewalks, curbs, streets, manhole covers and catch basins, housing property and automobiles from the impact of falling wood by the use of limb ground supports when needed.

**PRUNING SPECIFICATIONS**

- A. All trees to be trimmed in accordance with the revised Pruning Standard for Shade Trees, latest edition, ANSI A300 (1995) pruning standards. Prune all trees so the natural form and shape of the tree is achieved so far as is possible. In the case of American Elms, prune trees so a "cathedral arch" effect is achieved. Crown reduction method preferred where parkway width is sufficient to gain specified clearances, particularly when pruning Tilia species and trees in the 8"-16" size class, with no more than one quarter of leaf surface to be removed. Balance tree evenly. Lower branches must be raised to a height of allowing 8 feet of pedestrian access at the end of a four-year period, and must not protrude over the curb for the same period.
- B. For trees 8"-16" in diameter:

- Prune for central leader (if possible) by removing or subordinating co-dominant stems with drop-crotch cuts.
  - Prune for scaffold limb selection. Thinning or subordinating cuts may need to be made to these branches to slow their growth rate.
  - Potential scaffold branches should be vertically spaced 18" apart. Scaffold branches to remain on mature tree should be spaced at 3 feet if growing above one another.
  - Scaffold branches should be no more than ½ the diameter of the trunk immediately above the branch
  - Retain lateral branches along limbs, but each should be less than ½ the diameter of the limb at attachment.
  - At least ½ of the foliage should be on branches (temporary and permanent) arising in the lower 2/3 of the tree. Similarly, branches should have like distribution of foliage along their length.
- C. Raise all lower branches and hanging branches to a minimum height of 16 feet where practical on trees over 16" in diameter. Not more than one-fourth of foliage of **mature** trees to be removed.
- D. Contractor responsible for re-prunes for a period of one year after completion of pruning section. Remove all sucker growth on the main trunk(s) to first main crotch. Remove all dead, dying, diseased, interfering, objectionable and weak branches and stubs greater than two inches in diameter from all trees.
- E. Remove one of two or more crossed and/or rubbing branches greater than 2 inches in diameter from all trees where practical.
- F. All cuts to be made sufficiently close to parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions.
- G. Rope down all branches where damage could be incurred by gouging of a sodded area and/or damage to public walks. Use caution where there is the possibility of damaging adjacent privately owned shrubs, trees, or flowers.
- H. Pre-cut all limbs being removed whenever there is a possibility of stripping the bark.
- I. Report any structural weakness, decayed trunk or branches, split crotch or branches, or girdling roots within 24 hours of locating to the Forestry Supervisor.
- J. No person working in trees shall use shoes with spikes or any other footwear, which will, in the Village's opinion, injure the trees while work is being performed. At no time shall any person working in trees for pruning purposes wear spurs or climbing irons.
- K. Upon completion of pruning, there shall be a minimum of 16 feet clearance from house and buildings (including roofs).
- L. Clear all streetlight and traffic control devices including non-illuminated signage to allow adequate lighting and sign visibility for the length of the prune cycle. Clear small parkway trees to allow natural growth habit without severely altering the form of the larger tree.

To avoid misunderstanding, the terms in parts D and E above will be used as defined below:

1. "Sucker Growth" - The bushy and undesirable growth of small shoots on the trunk of a tree or in close proximity to the trunk.
2. "Interfering Branches" - Branches which are growing in contact with or within (15) feet of signage, manmade structures or overhanging a structure.

3. "Objectionable Branches" - Branches, which are growing in such a manner that, they cause unnecessary crowding, or are undesirable if the natural form and shape of the tree is to be achieved, or are growing in a direction heading into the crown of the tree.

It will be the Contractor's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines, so the pruning operations will not be delayed.

The Contractor shall protect sidewalks, curbs, streets, manhole covers and catch basin, housing property and automobiles from the impact of falling wood by the use of limb ground supports when needed.

### Commencement of Work

The bidder shall prune all trees designated on pruning sheets commence work no later than January 1st, 2012. Contractor must be on site each week and prune a minimum of **125 trees each week for the length of the contract**. All work shall be completed by March 31<sup>st</sup>, 2012, unless the Village Forestry Supervisor or Superintendent grants an extension. Diameter inch estimates per size class are shown on the bid sheet.

### Cleanup

After pruning of trees has been completed, the parkway area beneath the trees shall be raked and all debris shall be removed from the area. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs, or lawns during tree pruning operations. All debris from tree pruning operations shall be removed from the site and from the Village of Oak Park at the end of each working day unless authorized by Forestry Superintendent or his representative. Payment for removal and disposal of debris is to be included in the unit price. Under no circumstances shall debris be left on the parkway or street over weekends or holidays. In addition, keeping debris off the street and parkway areas and out of the gutters prevents the debris from entering and plugging the sewer system. Environmentally accepted practices of debris disposal are also an important part of this work.

### Emerald Ash Borer Compliance Agreement (Illinois Department of Agriculture)

Any ash debris disposal must adhere to all regulations set forth by the Illinois Department of Agriculture (IDA) and under the Emerald Ash Borer Compliance Agreement; applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (*Agilus planipennis*) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

The contractor shall furnish signed copy of the Illinois Department of Agriculture (IDA) EAB Compliance Agreement to the Village of Oak Park, following all provisions pertaining to the proper disposal of ash debris and movement of IDA defined, regulated articles within quarantine zones. The contractor shall abide by any modifications to IDA EAB regulations, including the Compliance Agreement and quarantine zones.

All EAB infested ash wood and debris shall be removed from the Village of Oak Park and shall become the contractor's responsibility to ensure destruction of the infested wood in accordance with the State statutes and local ordinances. Each ash tree shall be considered infested and disposed of accordingly. Under **NO CIRCUMSTANCES** shall logs from ash trees be left for homeowners.

#### **Alterations, Omissions and Extra Work**

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

#### **Contract Period:**

The initial contract shall be from January 1, 2012 to March 31, 2012. The Village of Oak Park may renew the contract for two (2) optional years.

#### **Contract Renewal:**

The Village retains the right to renew this initial contract under the same terms and conditions upon mutual agreement with the Bidder. Renewals are to be done on a yearly basis for no more than two (2) additional contract periods (January 1 to December 31). Price escalation will be allowed and subject to one (1) adjustment per period. The requested increase must be that of the general industry. In this event, written notification stating the requested increase and supporting document justification must be forwarded to the Village. The annual adjustment shall be based upon 100% of the percentage of change of the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's cost for services provided under this contract in any year. If the bidder fails to justify the requested increase, the Village reserves the right to reject the request and cancel the balance of the contract.

If any price reductions are announced during the contract period, the Village shall receive benefit of such reductions. This request shall also be in the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the Village.

#### **Property Damage:**

The Bidder shall take great care to avoid damaging adjacent landscaping (trees, shrubs, turf, etc.). Bidder shall be held responsible for all damage to property including, but not limited to, existing landscaping including turf, planters, bicycle racks, litter containers, light and traffic signal poles,

parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village.

**Idling of Equipment:**

The Department of Public Works has a "No Idling" policy. A copy has been attached to these specifications. The bidder is expected to adhere to this policy as they are an extension of the Public Works Department staff.

**Periodic Inspection**

The bidder shall notify the office of the Forestry Superintendent at the beginning and end of any workday crews are in Oak Park giving the location of that day's work. This notification shall consist of the starting location and work completed for that day. The office of the Forestry Superintendent must also be notified on any work day that crews will not be in Oak Park. The Forestry Superintendent or his representative will periodically inspect the work and will always be available should any problems arise. The Forestry Supervisor or Superintendent can be contacted at 358-5700.

**Method of Payment**

The Village of Oak Park will pay all undisputed of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%. Bills for services rendered shall itemize each tree's location, date removed and diameter of the tree, and shall be certified by the Forestry Superintendent or his designee. The Village shall provide forms for this purpose.

**Method of Measuring**

Trees to be removed shall be measured per inch of diameter. The diameter shall be measured at a point four feet (4') six inches (6") above the highest ground level at the tree and will be determined by dividing the measured circumference at that point by 3.1416.

**Bidder's Representative**

The bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the bidder, and to receive and execute orders from the Forestry Superintendent or appointed representative. Any instructions given to such superintendent or person executing work for the bidder shall be binding on the bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.



## Workers

The bidders shall employ competent laborers and shall replace, at the request of the Forestry Supervisor or Superintendent, any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. The bidder is reminded that his employees are an extension of the Villages workforce and they are to work in courteous and respectful manner. **Inappropriate behavior or examples of unproductive work effort will not be tolerated.** The Village has the right to require a bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.

## Arborist Certification

There shall be at least one "Certified Arborist" or "Certified Tree Worker" as recognized by the International Society of Arboriculture on the job site at all times.

## Obstruction of Streets and Rights-of-Way

The bidder shall arrange to keep sidewalks open for traffic when possible, and to block portions of the streets only when deemed necessary to protect private property.

The bidder shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time. Bidder is to erect warning signs and furnish adequate barricades.

## Accident Prevention

The bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Forestry Superintendent or authorized representative shall be immediately discontinued by the bidder upon their receipt of instructions from the Forestry Superintendent, or authorized representative, to discontinue such practice.

The bidder shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

## Reporting

The bidder shall keep weekly records of work completed on forms furnished by the Village of Oak Park and all other reports it may deem necessary. These records will be **turned into the Forestry Superintendent's office or faxed each Friday upon completion of the work for that week** and with the appropriate corresponding statement in the format designated by the Forestry Superintendent.

### Equipment

Under no circumstances shall any motorized equipment be permitted to be driven on the private property or driveways without prior authorization from the resident and the Forestry Superintendent while performing work under the provisions of this contract. Plywood or other support or protection must be placed on the parkway and / or private property prior to operating or parking vehicles or equipment on or over such property or other support or protection must be placed on the private property prior to operating or parking vehicles or equipment on or over private property.

### Parking

No off-street parking for equipment shall be provided for by the Village of Oak Park on any of the Village's public properties except as may be designated by the Forestry Supervisor or Superintendent.

### Time of Work

Bidder shall only be able to work on weekdays, (Monday through Friday), from 7:30 a.m. to 4:45 p.m. No other times are allowed except as authorized by the Forestry Supervisor or Superintendent. No weekend removal work shall be allowed. No work will be allowed on legal holidays as recognized by the Village of Oak Park.

### Traffic Control Plan

Bidder's item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during tree removal operations.

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

The governing factor in the execution and staging of work for their contract is to provide the motoring public with the safest possible travel conditions near the work zone. The bidder shall arrange their operations to keep the closing of any traffic lane(s) of the roadway to a minimum.

### Pedestrian Traffic Control

While overhead removal work is taking place, the bidder shall block off the sidewalk to pedestrian traffic immediately under the trees being pruned.

III  
**PROPOSAL FORM**

The undersigned bidder agrees to all terms and conditions of the preceding specifications for parkway tree pruning contract and will furnish all the insurance documents and security deposits as stipulated. The prune area for 2012 is bounded by the south side of South Boulevard to the south side of Madison Ave., between Austin Blvd. and Harlem Ave., and the east side of Austin Ave. to the west side of East Ave. between Madison Ave. and the Eisenhower Expressway. The unit prices listed below are for 2012 only. The contract, if renewed, would include quantities estimated for 2013 and 2014.

Parkway Tree Pruning

Size Class D.B.H.	Unit Price(\$)	Est. 2012 Quant.	Sub Total
10.1 - 20 inch diameter	\$ <u>27.76</u>	X <u>1732</u>	= \$ <u>48,080.32</u>
20.1 - 30 inch diameter	\$ <u>60.91</u>	X <u>952</u>	= \$ <u>57,986.32</u>
over 30 inches diameter	\$ <u>90.87</u>	X <u>271</u>	= \$ <u>24,625.77</u>
<b>Total Amount</b>			= \$ <u>130,692.41</u>

Please provide alternate bid price for EMERGRENCY CALL-OUT RATES

Emergency call out rate	\$ <u>290.00</u>
Per hour - 2 men, chipper truck w/chipper	\$ _____
Emergency call out rate	\$ <u>150.00</u>
Per hour - 1 man, Aerial Lift truck	\$ _____
Emergency call out rate, Per hour - 1 man, Log Loader	\$ <u>145.00</u>
Emergency call out rate, Per hour - 1 man, Semi tractor-trailer	\$ <u>100.00</u>

Company Name: \_\_\_\_\_

Date: 10-20-11

**Winkler's Tree and Landscaping**  
P.O. Box 1154  
La Grange Pk. IL 60526  
(708)544-1219  
info@winklertreeservice.com

**SECTION IV**  
**ORGANIZATION OF BIDDING FIRM**

Please fill out the applicable section:

**A. Corporation:**

**WINKLER'S TREE & LANDSCAPING, INC.**

The Contractor is a corporation, legally named \_\_\_\_\_ and is organized and existing in good standing under the laws of the State of ILL. The full names of its Officers are:

President J Winkler

Secretary J Winkler

Treasurer J Winkler

Registered Agent Name and Address: WINKLER'S TREE & LANDSCAPING, INC.

P.O. 1154 LA GR. PK #17

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

**B. Sole Proprietor:**

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

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

**C. Partnership:**

The Contractor is a Partnership which operates under the name \_\_\_\_\_

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

Signature	Signature

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_.

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

**D. Affiliates:** The name and address of any affiliated entity of the business, including a description of the affiliation: \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner

**SECTION V**  
**BID BOND**

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

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

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

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

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

PRINCIPAL \_\_\_\_\_  
(Company Name) \_\_\_\_\_ (Company Name)  
By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature & Title) (Signature & Title)

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

SURETY

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF \_\_\_\_\_

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

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

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

Given under my hand and notary seal this \_\_\_\_\_ day of

\_\_\_\_\_ A.D. 2011

NOTICE

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

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**SECTION VI**  
**CONTRACT**

1. THIS AGREEMENT is made and concluded on \_\_\_\_\_, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and name and address of contractor, 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, Terms and Conditions and Detailed Specifications for Project No. 12-100, Parkway Tree Removal;
  - b. Contractor's Bid dated \_\_\_\_\_; and
  - c. The Contract Bond

Where the terms of the Bid conflict with the terms set forth in the Village's Notice to Bidders, Detailed Specifications, the Village's Notice to Bidders, Detailed Specifications will control.

3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the Forestry Superintendent under it.
4. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
5. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village of Oak Park

\_\_\_\_\_  
Teresa Powell  
Village Clerk  
(Seal)

By

\_\_\_\_\_  
Thomas W. Barwin  
Village Manager

Name of Contractor

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Its:

\_\_\_\_\_  
Title





Contract Bond

NAME AND ADDRESS OF CONTRACTOR \_\_\_\_\_, as PRINCIPAL, and

NAME AND ADDRESS OF SURETY \_\_\_\_\_ as SURETY,

is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of **Contract amount in words (\$amt in numbers)**, well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_ day of \_\_\_\_\_, 2011.

NAME OF PRINCIPAL

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_

Title

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

**NAME OF SURETY**

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**VILLAGE OF OAK PARK**

\_\_\_\_\_  
Thomas W. Barwin  
Village Manager

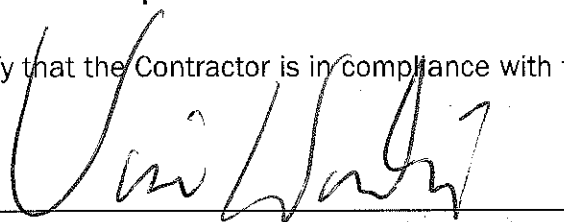
**Attest:**

\_\_\_\_\_  
Teresa Powell  
Village Clerk  
(Seal)

**SECTION VII**  
**COMPLIANCE AFFIDAVIT**

I, V. Winkler, (Print Name) being first duly sworn on oath depose and state:

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

Signature: 

10-20-11

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

**WINKLER'S TREE & LANDSCAPING, INC.**

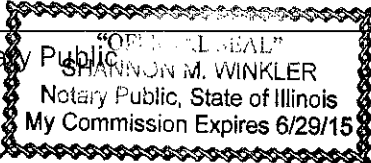
Name and address of Business: \_\_\_\_\_ **1507**

Telephone 708-544-1215

E-Mail info@winklerstreeservice.com

Subscribed to and sworn before me this 20 day of OCT, 2011.

Notary Public



*Shannon M. Winkler*

**SECTION VIII**  
**M/W/DBE STATUS AND EEO REPORT**

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

**WINELER'S TREE & LANDSCAPING, INC.**  
**1987**

1. Contractor Name: \_\_\_\_\_

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

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

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

30 Number of full-time employees

2 Number of part-time employees

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

Signature: 

Date: 10-20-17

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted to **WHEELER'S TREE & LANDSCAPING, INC.**  
**1807**

Contractor Name \_\_\_\_\_  
 Total Employees 30

Job Categories	Total Employees	Total Males	Total Females	Males			Females			Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	
Officials & Managers	14	4	2							
Professionals										
Technicians										
Sales Workers	2	2								
Office & Clerical	2		2							
Semi-Skilled										
Laborers	22	22		1	21					
Service Workers										
TOTAL	30	28	2	1	21					22
Management Trainees										
Apprentices										

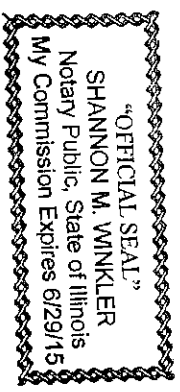
This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

D. Winkler, being first duly sworn, deposes and says that he/she is the Pres (Title or Officer)

(Name of Person Making Affidavit) and that the above EEO Report information is true and accurate and is submitted with the intent that it

~~WINKLER'S TREE & LANDSCAPING, INC.~~ be relied upon. Subscribed and sworn to before me this 20 day of Oct, 2011.

Shannon M. Winkler (Signature) 10-20-11 (Date)



**SECTION IX**  
**NO BID EXPLANATION**

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

Thank you.

Bid Name: Project No. 12-101 – Parkway Tree Pruning 2012

Comments:

Signed: \_\_\_\_\_

Phone: \_\_\_\_\_



**SECTION X**  
**APPENDIX**

2017

2018

2019

2020

2021

2022

2023

2024

2025

2026

2027

2028

2029

2030

OAK PARK PUBLIC WORKS			
STANDARD OPERATING GUIDELINES	#08-12	Vehicle Idling Management	
Effective date: July 14, 2008	Revised: July 20, 2009	By orders of: John P. Wielebnicki Director of Public Works	Page: 1 of 1

I. **PURPOSE:**

The Oak Park Vehicle Idling Management Policy is designed to improve air quality while realizing significant savings in fuel and operating costs. This policy aligns with IL Vehicle Code §11-1429 which limits idling of diesel vehicles.

II. **SCOPE:**

All Public Works employees operating a Village-owned vehicle are responsible for adhering to the guidelines of this policy.

III. **DEFINITION:**

- A Village-owned vehicle" includes cars, trucks or pieces of equipment that are driven on a public street or right of way or on Village property.

IV. **PROCEDURE/PROTOCOL:**

1. No driver of a municipal vehicle shall cause or allow the vehicle to idle for a period of more than 5 minutes in a 60-minute period.
2. The policy shall not apply to:
  - a. Emergency service vehicles, such as fire apparatus, police vehicles, or ambulances;
  - b. Vehicles standing in traffic;
  - c. Vehicles being serviced or repaired;
  - d. Idling when necessary to operate auxiliary equipment that is required to accomplish the intended use of the vehicle;
  - e. Idling to provide heat within the cab of the vehicle if the outside temperature is less than 32° F and there is no accessible temperature-controlled area within a reasonable distance; or
  - f. Idling to provide cooling within the cab of the vehicle if the outside temperature is more than 80° F, there is no accessible temperature-controlled area within a reasonable distance, and the vehicle is equipped with air conditioning.

## Joan Winkler

---

**From:** Semelka, James [Semelka@oak-park.us]  
**Sent:** Wednesday, October 19, 2011 12:09 PM  
**To:** Stanislavski, Diane  
**Attachments:** Microsoft Word - 2012 Parkway Stump Removal and Restoration.pdf; Microsoft Word - 2012 Parkway Tree Trimming.pdf

**Sensitivity:** Confidential

Ladies and gentlemen,

Please find attached bid packages for Tree Pruning and Stump Removal and Restoration for the Village of Oak Park in 2012. Although the pre-bid meeting is not mandatory, I always suggest sending someone just so everyone hears the same answers to the same questions. FYI...the pre-bid for both proposals is Monday the 24th at 9:00 am here at Public Works, bids are due Friday the 28th by 4:00 pm. Sorry for the compressed time frame, I hope the bids are pretty self-explanatory.

Call or email with questions.

Thanks,

Jim Semelka  
Urban Forestry Superintendent  
Village of Oak Park  
201 South Boulevard  
Oak Park, IL 60302-4272  
W: 708.358.5700  
[semelka@oak-park.us](mailto:semelka@oak-park.us)  
[www.oak-park.us](http://www.oak-park.us)



# Winkler's Tree Service, Inc.

P.O. Box 1154 • LaGrange Park, Illinois 60526

(708) 544-1219 • Fax (708) 544-0405

e-mail: [info@winklerstreeservice.com](mailto:info@winklerstreeservice.com)

[www.winklerstreeservice.com](http://www.winklerstreeservice.com)

*Illinois's First Nationally Accredited Tree Care Company*



## Certified Arborist on Staff

Richard Epply IL-1718A

Patrick Flanagan IN-1476A

Aloysius Rienzo IL-1665A

Timothy Shepard WA-6791A

Vince Winkler IL-0037A

Benjamin Zuleta IL-5245A



Fully Insured • Certified Arborist • State Licensed Pesticide Applicator





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Illinois's First Nationally Accredited Tree Care Company



98-2011

City of Chicago Attn: Mike Brown 2352 S. Ashland Chicago, IL 60608	trim (312)446-1162	Village of Maywood Attn: John West 40 Madison St. Maywood, IL 60153	trim & removal (708)491-8842
Village of Burr Ridge Attn: Gary Gatlin 7660 S. County Line Rd. Burr Ridge, IL 60521	trim & removal (630)323-4733	Village of Mount Prospect Attn: Sandy Clark 50 S. Emerson Mount Prospect, IL 60056	removal (847)392-6000
Village of Clarendon Hills 1 N. Prospect Ave. Clarendon Hills, IL 60514	trim & removal (630)323-3500	Village of North Riverside Attn: Tim Kutt 2401 S. DesPlaines Ave. North Riverside, IL 60546	trim & removal (708)447-4211
Village of Downers Grove 5101 Walnut Ave. Downers Grove, IL 60515	trim & removal (630)434-5500	Village of Oak Park Attn: Jim Semelka 201 South Blvd. Oak Park, IL 60302	removal (708)358-5700
City of Elmhurst Attn: Mark Steve 209 N. York St. Elmhurst, IL 60126	removal (630)530-3126	Village of Lincolnwood Attn: Mark Dunteman 7001 N. Lawndale Lincolnwood, IL 60712	trim (847)675-0888
City of Highland Park Attn: Larry King 1150 Haif Day Rd. Highland Park, IL	trim (847)926-1043	Village of Village Park Attn: Dan Sullivan 20 S. Ardmore Ave. Villa Park, IL 60181	trim (630)834-8505
Village of Hillside Attn: Joe Pisano 425 Hillside Ave. Hillside, IL 60162	trim & removal (708)202-3434	Village of Wilmette Attn: Kevin Sorby 1200 Wilmette Ave. Wilmette, IL 60091	trim (847)853-7500
Village of Hinsdale Attn: John Finnell 19 E. Chicago Ave. Hinsdale, IL 60521	trim (630)789-7000	Beverly Country Club Attn: Keith Peterson 8700 S. Western Ave. Chicago, IL 60620	trim (708)636-8700 ext.146
Village of Homewood Attn: Jim Tresouthick	trim & removal (708)206-3396	17755 S. Ashland, Homewood, IL	

93-2011

06-7-8

08-9-10

-10

09

9-10-11

08-9

7-8-9-11





# TREE CARE INDUSTRY Association

Established 1938

3 Perimeter Road, Unit 1  
Manchester, NH 03103

Tel: (603) 314-5380; 1-800-733-2622  
Fax: (603) 314-5386

E-mail: [tcia@treecareindustry.org](mailto:tcia@treecareindustry.org)  
Web site: [www.treecareindustry.org](http://www.treecareindustry.org)

Contact: Robert Rouse  
Email: [rouse@treecareindustry.org](mailto:rouse@treecareindustry.org)

For Immediate Release  
April 2, 2008

## **WINKLER'S TREE & LANDSCAPING, INC. CONTINUES TO ADHERE TO BEST INDUSTRY PRACTICES**

### *Local Tree Care Company Gains 3-Year Industry Re-Accreditation*

Winkler's Tree & Landscaping, Inc., a commercial and residential tree care company located in LaGrange Park, Illinois has been recently re-accredited in accordance with Tree Care Company Accreditation standards put forth by the Tree Care Industry Association (TCIA), America's oldest and most respected tree care trade association. Accredited tree care companies must re-apply every three years so that their practices can be reviewed and the continuation of best business practices can be verified.

TCIA Accreditation is the only program of its kind in the tree care industry. It is a voluntary process evaluating businesses to ensure that professional practices and standards are met by all employees that work on your property. When you hire an Accredited tree care company, you can rest assured that this organization has been checked for proper insurance, applicable licenses, reliable and ethical customer service practices, and meets strict operating standards. A key objective for Accreditation is to help companies provide the highest levels of service to customers.

To achieve business Accreditation, businesses undergo an extensive review of professional practices aimed at safeguarding consumers, including:

- ▶ Consumer satisfaction
- ▶ Best business practices
- ▶ Formal employee training
- ▶ Compliance with industry standards
- ▶ Adherence to safety and quality standards
- ▶ Insurance coverage

As a measure of protection to consumers, businesses undergo renewal check-ups annually. The annual renewal ensures that the company continues to employ trained professionals, is still properly insured and has a good safety and consumer satisfaction rating.

The 3-year Re-Accreditation achievement demonstrates that Winkler's Tree & Landscaping, Inc. has undergone an extensive review of practices as well as a site visit, and continues to adhere to all accreditation standards.

*For more information regarding the Tree Care Industry Association, visit [www.tcia.org](http://www.tcia.org). For more information regarding the Accreditation program at TCIA or to obtain digital photos, contact Bob Rouse at (800) 733-2622 x117 or email [rouse@tcia.org](mailto:rouse@tcia.org).*

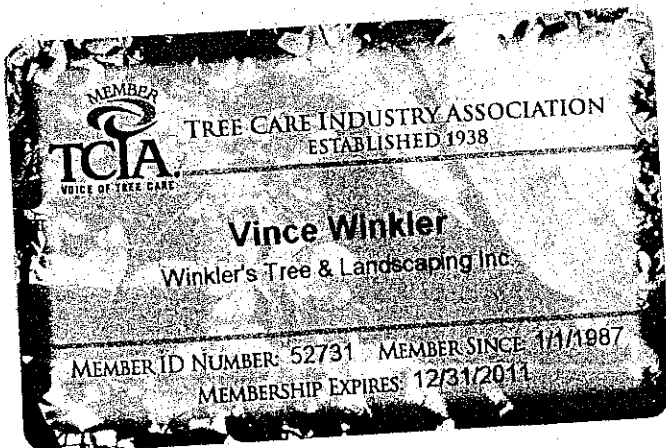
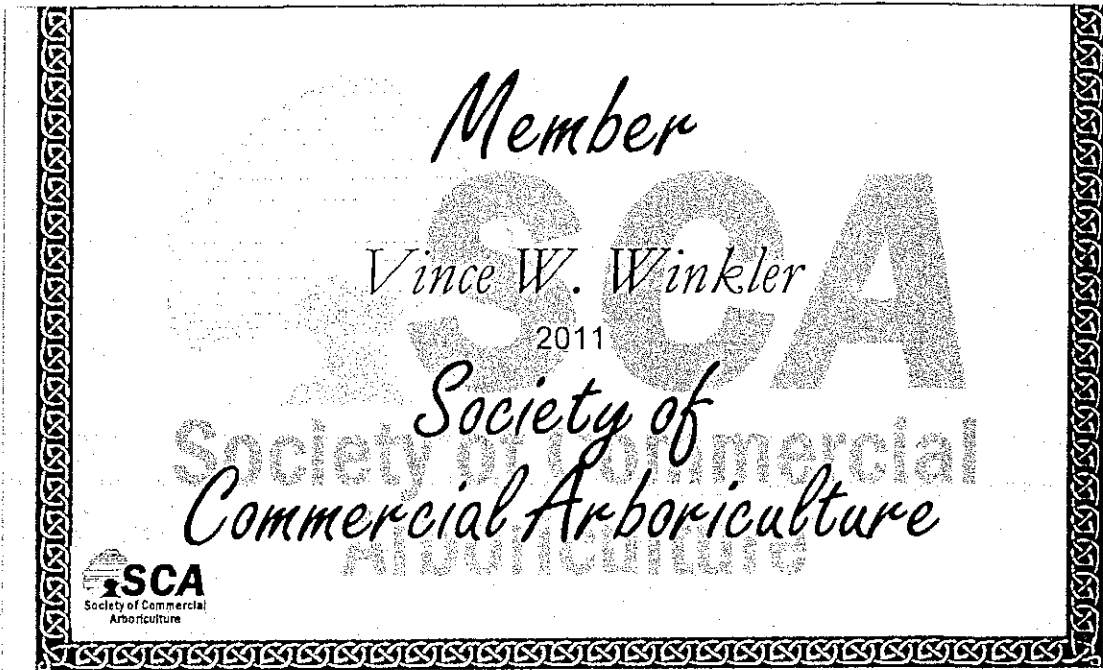
*For more information regarding Winkler's Tree & Landscaping, Inc, visit [www.winklertreeservice.com](http://www.winklertreeservice.com) or call (708) 544-1219*



5824

PROFESSIONAL MEMBER  
**Vince W. Winkler**

Membership Card Expires: 12/31/2011



International  
Society  
of Arboriculture

**CERTIFIED ARBORIST**

**Vince W. Winkler**

Certificate Number: IL-0037A

Expiration Date: Jun 30, 2013

<u>Added Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin Number</u>	<u>Plate &amp; Transponder #</u>	<u>Axles-Tires</u>	<u>Ser. #</u>
1/10/2008	Ford (#1)	Expl Sport	1FMEU51828UA25882	24001S B	2	4
1/20/2009	Chevy (#2) PF	Colorado	1GCCS33E588214978	5346 LE-B	2	4
1/15/2009	Chevy (#3) TS	Colorado	1GCCS29E488183417	83528T-B	2	4
2/28/2006	Chevy (#4) PB	Silverado	3GCEC14X86G188071	90246B-B	2	4
3/7/2005	International (#5)	7400	1HTWGZR85J131422	19101MR	3	10 700-77246
2002	Chevrolet (#6)	S10	1GCCS145128110207	1075ZG-B	2	4
2009	Chevrolet (#7) AR	Colorado	IGCCS19E898107775	81883D-B	2	4
2005	Chevrolet (#8)	Colorado	1GCCS148058162930	50368G-B	2	4
1999	International (#9)	4900	1HTSHAAT8XH640164	19050MR	3	10 700-76057
2006	International (#11)	4300 Aerial	1HTMMAAP56H345318	6543PM	2	6 #981115000
2000	International (#12)	4700 Aerial	1HTSCAAP4YH315238	5383PM	2	6 #1789120
2000	International (#13)	4700 Aerial	1HTSCAAP5XH664049	5436PM	2	6 #18814502
2000	International (#14)	4700 Aerial	1HTSCCAP8YH208564	5437PM	2	6 #984111500
2007	International (#15)	4300 Aerial	1HTMMAAM27H434027	6602PM	2	6
2007	International (#16)	4300 Aerial	1HTMMAAM37H434022	5438PM	2	6
2008	International (#17)	4300 Aerial	1HTMMAAM78H565374	5381PM	2	6
2005	Sterling (#18)	dump	2FZHAATDC45AV08363	18119MR	3	10 #PR61713 124-BC
2008	International (#20)	4300 Chip Truck	1HTMMAAM38H563069	13570MH	2	6
2005	Nissan (#21)	UD Chip Truck	JNAPA80H05AN50092	13765MJ	2	6
2006	Nissan (#22)	UD Chip Truck	JNAPA80H56AG55697	13764MJ	2	6
2002	International (#23)	4700 Chip Truck	1HTSCAAM72410292	13339MJ	2	6
2000	International (#24)	4700/Chip Truck	1HTSCAAP6YH230949	13188MH	2	6
2002	International (#25)	4700/Chip Truck	1HTSCAAM92H410293	13187MH	2	6
1999	International (#26)	4700/Chip Truck	1HTSCABN1XH616271	13338MJ	2	6
2007	Chev (#27)	6500 Chip Truck	1GBJ6C1317F415370	13571MH	2	6
1999	International (#28)	4700/Chip Truck	1HTSAAP8XH589735	13186MH	2	6
2001	Isuzu (#29)	Dump Truck	JALE5B14717902852	13185MH	2	6
2004	Chev (#31-B)	Dump Truck	1GBJK34U44E311893	197862D	2	6
2004	Chev (#32)	Dump Truck	1GBJC34U64E261592	170980D	2	6
2010	Chev (#35)	Dump Truck	1GC7KZBG9AF138447	170907D	2	6
2000	Isuzu (#40)	W/Sprayer	JALE5B140Y7902511	71599H	2	6
2001	Isuzu (#41)	W/Sprayer	JALE5B14917901542	71598H	2	6
2006	Mack (#52)	CXN613	1M1AKO5Y06N010374	20 866V	2	6
2007	Sterling (#53)	LT7500	2FZHAATDJ97AY55477	6920PM	5	18
2008	International	International	1HTMMAAM78H565374	5381PM		



<u>Add Date</u>	<u>Chippers/Model/Ser. #</u>	<u>Plate EV</u>	<u>Year</u>	<u>Axel</u>	<u>HSP</u>
0/20/2005	Morbark 2400 50153 #60	3410	2001	double	hsp 125
1/14/2010	Morbark 2400XL 50449 #61	3413	2003	double	hsp 200
11/8/2006	Morbark 2400 3 3357 #62	3412	1999	double	hsp 200
5/25/2010	Morbark 2400 XL 50896 #63	3411	2005	double	hsp 200
11/8/2006	Morbark 2400 50853 #64	3414	2004	double	hsp 125
9/26/2005	Morbark 2400 3273 #65	3415	1998	double	hsp 200
5/16/2005	Morbark 2400 50089 #66	3416	2000	double	hsp 200
9/29/2009	Morbark Model 18 51247 #67	3417	2006	double	hsp 140
	Morbark 2400 3267 #68	3418	1998	single	hsp 115
9/10/2008	Morbark 15 24525 #69	3448	2006	single	hsp 140
1/15/2006	trailer mounted IR Compressor P185WIR	325418			

**Medium Stumper**

Vermeer 252	1VRN071F311005755
Vermeer 352	1VRY102W971002643
Vemeer-352	1VRY102W061002190
Vemeer-352	1VRY102W171002636
Vermeer-SC-60	1VRY1Z05891001377 Serial #1377

**BIG Stumpers**

2007 Vermeer	Perkins	Model 1102-A	#2060
2006 Vermeer	Perkins	Model 1102-A	#2025

**Trailers**

2000	4H1001816Y026796	1368GB-TA (Boat Trailer)
1997	457DA0B05V1007627	1365GB-TA
2002	1A9F461X2V583007	1367GB-TA
2004	4L5SA20204F006056	50666-TD
1990	1R1D83025LE900086	323 629 ST
2007	1R9US10157P136467	2212 -JE TA
2007	1R9US101X7P136501	4146 JJ TA
2007	1R9US10187P136500	4131 JJ TA
1989	Butter serial #6647	244643TC
19/2007		spray trailer
21/2007		bobcat
9/15/2007		Ravens dmp trlr
3/30/2010		stumper
		stumper
		stumper
		stumper

**Arrow Board Model #**

29/2010	1997 Sunray340	Plate	18424TB
---------	----------------	-------	---------

**Tractors/Model #**

New Holland 250 (4/04)	T00250A912104 End Ldr.
ATV Speed Spreader(4/04)	Lesco
2008 Mini Skid-Steer Boxer 532 DX	#2677

**Serial # W/Mower Ser #**


Alpine purchased 10/2000 #10166 stolen 2004

Alpine magnum purchased 10/2004 #10318 #10131

Ince Winkler 031-010  
Winkler Tree and Landscaping, Inc. P.O. Box  
154  
Grange Park IL 60526 708-544-1219  
fo@winklertreeservice.com  
Cook County

# Illinois Department of Agriculture EAB EMERALD ASH BORER COMPLIANCE AGREEMENT

Contact Name: Mr./Ms. \_\_\_\_\_

Mailing Address: Street \_\_\_\_\_ City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

County \_\_\_\_\_

Disposal or Processing Yard Location (if different than mailing address above): Street \_\_\_\_\_

City/Town \_\_\_\_\_ Zip code \_\_\_\_\_ County \_\_\_\_\_

Applicable to State of Illinois Interior State Quarantine(s) for the Emerald Ash Borer (*Agrilus planipennis*)  
Pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.)

I acknowledge State and Federal regulations governing the Emerald Ash Borer (EAB), quarantine zone boundaries, and "regulated articles". When working within and near EAB quarantine zone(s), I agree to supply records that may be required for inspection. I agree to comply with the procedures listed below in this agreement and with any other procedures required by the Director of the Illinois Department of Agriculture, as follows:

1. Regulated articles shall not be moved out of established quarantine zone(s) at any time unless: a) the regulated articles have been chipped/processed to a size measuring less than 1.0 inch in two dimensions; b) the bark and outer 1/2 inch of sapwood of regulated articles has been completely removed; or c) the regulated articles, including firewood, have been treated to meet USDA-APHIS-PPQ standards for Kiln Sterilization (T404-b-4), Heat Treatment (T314-a), or Fumigation Treatment (T404-b-1-1);
2. From May 1 to September 1, all regulated articles originating from within the EAB quarantine zone and leaving any municipality or township of their origin shall only be transported within the EAB quarantine zone in an enclosed vehicle or a vehicle completely enclosed by a covering, such as canvas, plastic or tightly woven cloth, adequate to prevent the passage of the Emerald Ash Borer to the environment;
3. Any and all persons or entities transferring possession of regulated articles within the EAB quarantine zone to another person or entity shall inform the person or entity taking possession of the regulated article, either verbally or in writing, that the said regulated articles are subject to State and Federal quarantine regulations;
4. Employers shall inform their employees about the EAB quarantine regulations, including EAB quarantine zone boundaries, instruct employees how to identify the EAB and its signs, and require a copy of this compliance agreement to be carried by employees working in the State of Illinois; and
5. The Illinois Department of Agriculture shall be informed of any suspected EAB infestation(s).

\*\*"Regulated Articles" are hereby defined as the following:

- 1) The Emerald Ash Borer (*Agrilus planipennis* Fairmaire) in any living stage of development;
- 2) Ash trees (*Fraxinus spp.*) of any size;
- 3) Ash limbs and branches;
- 4) Any cut non-coniferous, hardwood firewood;
- 5) Bark from ash trees and wood chips larger than one inch in two dimensions from ash trees;
- 6) Ash logs and lumber with either the bark or the outer one-half-inch of sapwood or both, attached;
- 7) Any item made from or containing the wood of the ash tree which is capable of spreading the emerald ash borer;
- 8) Any other article, product, or means of conveyance when it is determined by the Director of Agriculture that it presents the risk of spread of the Emerald Ash Borer in any stage of development.

Affixing of the signatures below will validate this agreement which shall remain in effect until cancelled. This document may be revised as necessary, or revoked for noncompliance, by the Illinois Department of Agriculture.

Signature/Title

*Ince Winkler*

Date Signed

1-4-10

State Agency Official Signature

*Julian J. Junghaus*

Compliance Agreement No:

031-010

Illinois Department of Agriculture  
2280 Bethany Road, Suite B  
DeKalb, Illinois 60115  
Phone: 815-787-5476  
Fax: 815-787-5488



Illinois Department of Agriculture  
P.O. Box 19281  
Springfield, Illinois 62794-9281  
Phone: 217-785-2427  
Fax 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: [www.IllinoisEAB.com](http://www.IllinoisEAB.com) or [www.state.il.us/EAB](http://www.state.il.us/EAB).  
[11/23/2009, EAB Compliance Agreement VI.doc]

**HUB INTERNATIONAL SCHEER'S INC.**  
**PHONE NO. 630-468-5600      FAX NO. 630-468-5695**

**BID RESULTS REPORT**

Regarding the enclosed bid bond(s), please return this form at your earliest convenience.  
**This information is required in order to expedite service on your next bond request.**

Contractor: **Winkler's Tree & Landscaping**

Surety: **Bond Safeguard Insurance Company**

Bid Date: **October 28, 2011**

Project: **2012 ParkwayTree Pruning**

Owner: **Village of Oak Park**

Bid Results: (name of contractor and \$ amounts)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

\* \_\_\_\_\_

\*(If not in top three low bids, please indicate amount bid)

SECTION V  
BID BOND

WE Winkler's Tree & Landscaping, Inc.

As PRINCIPAL, and

Bond Safeguard Insurance Company

as SURETY,

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this

28th day of October A.D. 2011

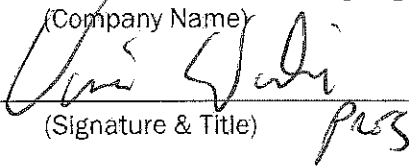
PRINCIPAL

Winkler's Tree & Landscaping, Inc.

(Company Name)

(Company Name)

By:

  
(Signature & Title)

By:

(Signature & Title)

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

SURETY

Bond Safeguard Insurance Company  
(Name of Surety)

*Tariese M. Pisciotto*  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,  
COUNTY OF DuPage

Tariese M. Pisciotto

I, Dawn L. Morgan, a Notary Public in and for  
said county, do hereby certify that

and Tariese M. Pisciotto

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

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

Given under my hand and notary seal this 28th day of  
October A.D. 2011

NOTICE

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

My commission expires 3/29/2012

*Dawn L. Morgan*  
Notary Public  
Dawn L. Morgan



AO 73676

**POWER OF ATTORNEY**

**Bond Safeguard** INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Woodridge, Illinois, does hereby constitute and appoint: James I. Moore, Bonnie Kruse, Stephen T. Kazmer, Dawn L. Morgan, Peggy Faust, Kelly A. Gardner, Elaine Marcus, Jennifer L. McComb, Melissa Schmidt, Heather A. Beck, Tariese M. Pisciotto\*\*\*\*\* its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7<sup>th</sup> day of November, 2001.



**BOND SAFEGUARD INSURANCE COMPANY**

BY \_\_\_\_\_

David E. Campbell  
President

**ACKNOWLEDGEMENT**

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

**"OFFICIAL SEAL"**  
**MAUREEN K. AYE**  
Notary Public, State of Illinois  
My Commission Expires 09/21/13

\_\_\_\_\_  
  
Maureen K. Aye  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Woodridge, Illinois this 28th Day of October, 20 11



\_\_\_\_\_  
  
Donald D. Buchanan  
Secretary

**PROPOSAL TABULATION SHEET**

Village of Oak Park

Tree Trimming Services 2012

CONTRACTOR	MBE	WBE	NON	UNIT COST			TOTAL			
				10.1"-20"	20.1"-30"	OVER 30"				
				Estimated 2012 Quantities	1732	952	271	271		
Kramer Tree Specialist			x	72.00	\$ 124,704.00	98.00	\$ 93,296.00	210.00	\$ 56,910.00	\$ 274,910.00
B. Haney & Sons			x	31.00	\$ 53,692.00	62.00	\$ 59,024.00	105.00	\$ 28,455.00	\$ 141,171.00
Winkler Tree Service			x	27.76	\$ 48,080.32	60.91	\$ 57,986.32	90.87	\$ 24,625.77	\$ 130,692.41
The Care of Trees			x	87.80	\$ 152,069.60	129.04	\$ 122,846.08	158.30	\$ 42,899.30	\$ 317,814.98
Homer Tree Care			x	80.00	\$ 138,560.00	100.00	\$ 95,200.00	200.00	\$ 54,200.00	\$ 287,960.00

J

**VILLAGE OF OAK PARK**  
**AGENDA ITEM COMMENTARY**


**Item Title: Resolution Amending the Guidelines of the Multi-family Housing Incentives Program to Distinguish Between Building Improvement and Unit Improvement Grants and to Shorten the Commitment Period from Five (5) Years to Three (3) Years.**

Resolution or Ordinance No. \_\_\_\_\_

Date of Board Action: *December 5, 2011*

Staff Review:

Department Director Name:

  
\_\_\_\_\_

Village Manager's Office:

  
\_\_\_\_\_

**Citizen Advisory Board or Commission Issue Processing (Dates of Related Commission Meetings):** On October 19, 2011, the Housing Programs Advisory Committee (HPAC) reviewed Multi-family Housing Incentives Program (MFHIP) guidelines and is recommending the proposed changes to the MFHIP guidelines attached.

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

For the past two years, HPAC has reviewed the applications submitted under guidelines that were last updated on October 18, 2010. Over the past two funding cycles, several applicants have requested funds to do both building related improvements and unit upgrades. In many instances the total amount requested far exceeded the maximum grant award. While many of the building improvements are necessary for the general upkeep of the building, the improvements do not necessarily enhance the marketability of the buildings but the application may be competitive because the owner also requests funds for unit upgrades. Often the funds are not sufficient to cover both types of improvements and owners are electing to complete building improvements over unit upgrades.

By requiring an owner to declare which type of improvement they are requesting grant funding for, HPAC believes the applications should set forth a targeted request for building or unit improvements that truly improve the marketability of the building overall. Staff of both the Housing Programs Division and the Oak Park Regional Housing Center believe that many buildings would be more marketable if the units received upgrades especially to kitchen and baths instead of building improvements. Staff will assist owners in determining which type of grant to apply for and the type of improvements to propose. Under the current guidelines, building owners are solely responsible for determining the proposed improvements and can list numerous types of eligible projects and then pick which ones to complete. Under the proposed guidelines, owners will be required to submit a more focused grant request. Unit upgrades would need to be approved by staff and certified as necessary to increase the marketability of the unit. The certification process will prevent owners from over or under



improving their units or not making improvements that will improve marketability.

HPAC also recommends shortening the new grant commitment period from five (5) years to three (3) years. The five (5) year restriction was in place under the old program guidelines which had much higher grant limits. Given the smaller grant amounts it makes more sense to shorten the commitment period.

**Staff Commentary (If applicable or different than Commission):** The Housing Programs Division staff believe that the changes will improve the administration of MFHIP and intend to meet with owners prior to the due date of the application to help owners determine whether building or specific unit improvements will best increase the marketability of the buildings.

**Item Budget Commentary: (Account #; Balance; Cost of contract)** The guideline amendment does not have a budget impact since the funds have been approved as part of the 2012 budget process. HPAC will determine how to recommend how to divide the funds reserved for grants based on the total dollar amounts requested for each type of grant but not less than 50% of the funds will be devoted to unit upgrades.

**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 continue to operate the program under the current guidelines.

**Proposed Recommended Action:** Approve the Resolution.

**RESOLUTION ADOPTING AMENDED GUIDELINES FOR THE MULTI-FAMILY HOUSING INCENTIVES PROGRAM**

**Whereas**, pursuant to Ordinance 1984-0-68 and Ordinance 2000-0-4A the Village of Oak Park operates a Multi-family Housing Incentives Program in order to combat racial segregation and to ensure the upkeep of multi-family buildings; and

**Whereas**, the Multi-Family Housing Incentives Programs allows for loans, grants and rental reimbursement to participating owners; and

**Whereas**, the Village contracts with a Marketing Services Agent, presently the Oak Park Regional Housing Center, to provide affirmative marketing tools to participating owners; and

**Whereas**, the Housing Programs Advisory Committee (HPAC) is recommending shortening the commitment period for grants from five (5) to three (3) years; and

**Whereas**, HPAC is recommending separating building improvement grants from unit improvement grants and requiring a certification that the units improvements are need to improve the marketability of the units; and

**Whereas**, the Board finds that these modifications are in the best interests of the Village.

**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:** That the Board adopts the foregoing preambles as its findings of fact.

**Section 2:** The Board adopts the Multi-family Housing Incentive Program guidelines attached as Exhibit A as the governing guidelines for the Program.

**Section 3:** THIS RESOLUTION shall be in full force and effect from and after its adoption as provided by law.

**ADOPTED** this 5th day of December 2011 pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED by me this 5th day of December 2011.

Attest:

\_\_\_\_\_  
Teresa Powell, Village Clerk

\_\_\_\_\_  
David G. Pope  
Village President

Not Yet Approved Minutes of  
HOUSING PROGRAMS ADVISORY COMMITTEE  
Village of Oak Park  
October 19, 2011  
7:00 pm – Room 215

PRESENT: Steven Glass, Patrick Diakite and Meredith Morris  
EXCUSED: Katrina Fill and April Lasker  
CIC LIAISON: Annabel Abraham  
STAFF: Tammie Grossman, Jeff Richardson

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:13 pm.

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. No changes were noted. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None.

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of September 21, 2011 as drafted, seconded by Ms. Morris and passed by unanimous voice vote.

REQUEST FOR A SINGLE FAMILY HOUSING REHABILITATION LOAN AND LEAD HAZARD REDUCTION GRANT SFR-041: Mr. Richardson presented the request for a rehab loan and a lead hazard reduction grant. Mr. Richardson described the scope of work and the homeowner's qualifications.

Ms. Morris made a motion to recommend approval of the loan request SFR-041, Mr. Diakite seconded.

Roll Call	Morris	Aye
	Diakite	Aye
	Fill	Absent
	Lasker	Absent
	Chair Glass	Aye

Motion Passed.

REQUEST FOR A SMALL RENTAL REHAB PROGRAM LOAN SRP-014: Mr. Richardson presented the request for a rehab loan and an energy improvement loan. Mr. Richardson described the scope of work and reported that CNTEnergy had performed an energy audit and determined that the owner can expect to see the required 15% energy savings.

Mr. Diakite made a motion to recommend approval of the loan request SRP-004, Ms. Morris seconded.

Roll Call	Diakite	Aye
	Morris	Aye
	Fill	Absent
	Lasker	Absent
	Chair Glass	Aye

Motion Passed.

**2012 WORK PLAN:** The committee reviewed the revised 2012 Work Plan and noted that Review AI Implementation Plan and report to Board on Progress should be added under the Housing Data project.

Ms. Morris made a motion to recommend approval of the 2012 Work Plan with the change noted, Mr. Diakite seconded. Motion passed by unanimous voice vote.

**MULTI-FAMILY INCENTIVES PROGRAM:** Ms. Grossman presented revised Guidelines for the program. The proposed revision will break out the grant program into two separate items, one for Building Improvement Grants and one for Unit Improvement Grants. Each segment will remain limited at \$10,000 per building. Buildings would be eligible for only one grant. Under the Unit Improvement Grants, staff and the Housing Center will certify each unit and the proposed improvements before work can commence. The Marketing Services Agreement term for all grants would be shortened to three years.

Mr. Diakite made a motion to recommend approval of the revised Guidelines for the Multi-Family Housing Incentives Program, Ms. Morris seconded.

Roll Call	Diakite	Aye
	Morris	Aye
	Fill	Absent
	Lasker	Absent
	Chair Glass	Aye

Motion Passed.

Ms. Grossman and Mr. Richardson presented a staff report on the effectiveness of rental reimbursement. After much discussion about whether the program is having the desired effect, the committee concluded that another year might be necessary to determine whether the outcomes justify the Village's investment.

**OTHER BUSINESS:** None.

**ADJOURNMENT (voice vote):** Meeting adjourned at 8:20 p.m.

Respectfully submitted,  
Jeff Richardson  
Staff Liaison

**GUIDELINES  
VILLAGE OF OAK PARK MULTI-FAMILY HOUSING  
INCENTIVES PROGRAM  
HOUSING PROGRAMS DIVISION**

**Purpose**

These guidelines were adopted by the Village of Oak Park Board of Trustees on February 2, 2009 and amended on March 16, 2007 and October 18, 2010 to further define the provisions of the Village Ordinance enacting the Multi-Family Housing Incentives Program and to provide guidance to staff in administering the program. Any revisions to these guidelines shall be submitted to the Board of Trustees for approval.

**Rationale**

One of Oak Park's important goals is to continue to develop and maintain racial diversity. A large portion of that goal focuses around integrating and supporting continued diversity in rental and owner occupied housing. The Multi-Family Housing Incentives Program is designed to further encourage fair housing practices, to expand housing options for all prospective renters and to improve the quality of multiple-family units and dwellings.

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**Eligible Buildings**

Multi-family rental buildings containing four or more apartments.

**Types of Assistance**

**Building Improvement Grant** - Grants will be the lesser of \$10,000 or \$1000 per unit. Grants must be matched 2:1 by the owner of the building. Funds from the owner must be expended first, with Village funds to be paid last. Grant funds may be expended on building systems, common area improvements, or security improvements. An owner has one (1) year from the date of approval to expend the grant proceeds. Funded buildings are eligible to apply for a building improvement grant once every three (3) years.

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**Deleted:** of a grant for common area or security improvements  
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**Unit Improvement Grant** - Building owners may apply for individual unit upgrades or improvements up to \$2,000 per unit for a maximum amount of \$10,000 per building. Grants must be matched 2:1 by the owner of the building. Funds from the owner must be expended first, with Village funds to be paid last. Improvements must be certified by the Housing Programs Division and the Village's Marketing Agent as necessary to improve the marketability of each specific unit and consistent with the Oak Park rental market standards. Examples of eligible unit improvements include kitchen or bathroom upgrades. Applications are unit specific and must be used within 6 months of improvement certification. All awarded funds must be expended within three (3) years of Board approval. Applicants may not combine this application with a Building Improvement

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Application. Funded buildings are eligible to apply for a unit improvement grant once every three (3) years.

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Under both types of grants the Owner will be required to enter into a three (3) year Marketing Services Agreement (MSA) to affirmatively market their rental units with the cooperation and assistance of the Village of Oak Park and its designated Marketing Agent. The Owners will remain responsible for credit checks, security deposit procedures, and the final determination of renting to all tenants. If a building is withdrawn from the program or sold prior to the end of the three (3) year period, the grant is repayable in full with interest to the Village subject to appeal to the Board of Trustees. The Village's interest shall be secured by a note and mortgage which shall be recorded against the property that shall be released upon satisfactory completion of the three (3) year period.

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**Rental Reimbursement** - Building owners may apply for a one year contract to receive rental reimbursement payments from the Village for vacant units within a building enrolled in this option of the program. Rental reimbursement payments shall begin on the 31<sup>st</sup> day of vacancy and shall continue through the 90<sup>th</sup> day of vacancy. Rental reimbursement is capped at 80% of the rent last paid for that particular unit. The Owner will be required to enter into a one (1) year Marketing Services Agreement (MSA) to affirmatively market their rental units with the cooperation and assistance of the Village of Oak Park and its designated Marketing Agent. The Owner will remain responsible for credit checks, security deposit procedures, and the final determination of renting to all tenants. If the owner fails to cooperate with the Village or its designated Marketing Agent, the Village may terminate the agreement immediately and shall provide notice to the owner and the designated Marketing Agent.

The rental reimbursement on the unit(s) will be approved only after the following procedures have taken place:

- a) Inspection of the unit(s) by the Housing Programs Division and the Village's Marketing Agent's staff to ensure unit is in marketable condition; and
- b) Consultation with the Village's Marketing Agent to determine owner's cooperation in marketing the unit.

The submittal of rental reimbursement payout requests will be made on a quarterly basis. Prior to each payout, Village staff will determine the owner's level of cooperation with appropriate Village departments and the Village's Marketing Agent. Payout may be denied for failure to cooperate.

**Marketing Services Agreement Only** - Building owners may apply to enter into a one (1) year agreement 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. For buildings with a Marketing Service Agreement, the Village's Marketing Agent will waive all fees to the building owner for their marketing services.

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The Owner will remain responsible for credit checks, security deposit procedures, and the final determination of renting to all tenants.

**Application Procedures:**

**Timing** - At least once annually, the Village of Oak Park will announce its intent to accept applications from building owners to participate in the Multi-Family Housing Incentives Program. Applications for a Marketing Services Agreement will be accepted throughout the year. Applicants will be given 30 days to submit applications from the date of announcement. Housing Programs Division and the Village's Marketing Agent staff will be available to inspect buildings and offer suggestions for use of funds. HPAC will review applications within 60 days of the application deadline. Applications recommended for funding will be submitted to the Board of Trustees for approval.

**Criteria for selection** – The Housing Programs Advisory Committee shall consider the following criteria when evaluating all applications regardless of type of assistance and making recommendations to the Board:

1. Past cooperation with the Village's Marketing Agent to improve the diversity of the building or willingness to partner with the Village's Marketing Agent to improve diversity; and
2. History of marketing difficulties due to geographic location of building or other impediment; and
3. Vacancy rates.

Applications for unit improvement grants will be evaluated as stated above and based on review of a representative sample of the current condition of the units and a proposed scope of work for the unit improvements.

Applications for building improvement grant funds will be evaluated using the following additional criteria:

1. Grant funds will be used to correct building code violations,
2. Grant funds will be used to improve security of building with a history of criminal activity,
3. Grant funds will be used to improve overall marketability and livability of the building such as major building systems or energy sustainability.

**Denials** Any owner denied participation in the program by Housing Programs Advisory Committee may appeal that determination to the President and Board of Trustees.

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Grant funds will be used to repair or improve major building systems that affect livability of the building or improve the energy sustainability of the building or individual units.

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**General Conditions of Participation:**

1. Compliance with Village Code pertaining to Human Rights (Chapter 13) and licensing of buildings (Chapter 12) is required.
1. Program participation is subject to the funding limitations of the program and the marketing capacity of the Village's marketing agent(s).
2. Participants must be current on their property taxes and all other municipal obligations.

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Owners using only Marketing Services Agreement are obligated to enroll for a minimum of one year.

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Deleted: <#>The submittal of rental reimbursement payout requests will be made on a quarterly basis. Prior to each payout, Village staff will determine the owner's level of cooperation with appropriate Village departments and the Village's Marketing Agent. Payout may be denied for failure to cooperate.¶

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VILLAGE OF OAK PARK  
AGENDA ITEM COMMENTARY

K

**Item Title: Resolution Authorizing the Execution of a Professional Services Agreement To Provide Information Technology Services To West Suburban Consolidated Dispatch Center for FY 2012.**

Resolution or Ordinance No. \_\_\_\_\_

Date of Board Action: December 5, 2011

**Staff Review:**

Department Director Name:   
Alvin Nepomuceno

Village Manager's Office: 

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

Since 2001, the Village of Oak Park has provided information technology (IT) services to the West Suburban Consolidated Dispatch Center (WSCDC) pursuant to an Intergovernmental Agreement. Providing this service has resulted in consistency with the technology in the dispatch center and the technology used by the Village's Police and Fire Departments. In addition, it has resulted in cost efficiencies because the Village, as the major funding source for WSCDC, is able to share resources with WSCDC.

The agreement provides for the Village to provide IT services on a flat monthly rate for an annual total of \$50,000.

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

During its budget process for FY 2011, WSCDC determined to reduce its budget for this service from \$90,000 to \$50,000 with the goal of obtaining their own dedicated IT provider.

Because IT staff have provided these services for several years, they are familiar with WSCDC's IT environment and are able to provide the services in a timely and efficient manner.

**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):**

Over a year ago, WSCDC considered obtaining their own dedicated IT service provider. No additional information was provided from WSCDC.

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

As part of the 2012 contract year, the IT department will perform support, deployment and remedial services as specified in the contract. This Agreement requires WSCDC to pay the Village a flat rate of \$50,000 for FY 2012. This billing arrangement will adequately compensate the Village for its personnel and administrative costs associated with providing the services.

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

An alternative option is for WSCDC to obtain IT service from the private sector and will allow IT department to give more attention to strictly Oak Park projects. However, it may be cost prohibitive due to the complexity of WSCDC critical systems, time sensitive operations and interaction with the multiple community account administration, systems and processes.

**Proposed Recommended Action: Approve the Resolution**

## RESOLUTION

### AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INFORMATION TECHNOLOGY SERVICES TO WEST SUBURBAN CONSOLIDATED DISPATCH CENTER FOR FY 2012.

**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 a Professional Services Agreement to Provide Information Technology Services to West Suburban Consolidated Dispatch Center for FY 2012, for which the Village of Oak Park will be paid \$50,000. The Agreement will conform substantially to the Professional Services Agreement attached hereto as Exhibit A.

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

ADOPTED this 5<sup>th</sup> day of December 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**ADOPTED AND APPROVED** by me this 5<sup>th</sup> day of December 2011.

---

David G. Pope  
Village President

ATTEST:

---

Teresa Powell  
Village Clerk

**PROFESSIONAL SERVICES AGREEMENT  
TO PROVIDE INFORMATION TECHNOLOGY SERVICES TO  
WEST SUBURBAN CONSOLIDATED DISPATCH CENTER**

The parties to this Agreement are the WEST SUBURBAN CONSOLIDATED DISPATCH CENTER, an intergovernmental cooperation agency organized in accordance with the laws of the State of Illinois (hereinafter referred to as "WSCDC") and the VILLAGE OF OAK PARK, a municipal corporation organized in accordance with the laws of the State of Illinois (hereinafter referred to as "Oak Park").

**WHEREAS**, WSCDC is an Intergovernmental Cooperation Agency formed by member municipalities for the purpose of providing police, fire and emergency dispatch services to its members; and

**WHEREAS**, the Village of Oak Park is a member of WSCDC and receives a benefit from its services; and

**WHEREAS**, the Village of Oak Park employs a professional staff who provide Information Technology services to the Village of Oak Park;

**WHEREAS**, WSCDC has a need for Information Technology professional services; and

**WHEREAS**, the Village of Oak Park has the capacity to provide professional Information Technology services to WSCDC, and

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois (1970), and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et.seq. authorize and encourage the type of intergovernmental cooperation anticipated by this Agreement; and

**WHEREAS**, WSCDC and the Village of Oak Park have determined that it is in their respective best interests to enter into this Agreement;

**Now Therefore**, the parties agree as follows:

**1. Term of Agreement**

This Agreement shall be in effect from January 1, 2012 to December 31, 2012.

**2. Scope of Services**

- a. The Village of Oak Park will provide professional Information Technology support services to WSCDC to maintain the WSCDC computer and technology systems and equipment. The WSCDC systems and equipment presently includes 1 IBM iSeries server, 1 general purpose file server, 2 SQL database servers, 1 Web Report server, 1 Application Web server, 6 telephone/radio console workstations, 6 dispatch workstations, 3 supervisor workstations, 1 RUOK workstation, 2 general purpose/

application workstations, 2 notebooks, 5 routers, 3 printers and various switches and network infrastructure located at River Forest, Oak Park and Elmwood Park to provide dispatch and MDC services.

- b. Oak Park will provide support and administration of Verizon cellular accounts used by all WSCDC member agencies (92 units).
- c. Oak Park will provide application, installation and remedial support for the 17 MDC's for Village of Elmwood Park.
- d. Oak Park will provide system documentation and reports, and perform system backup services.
- e. Oak Park will not provide services for special projects, such as, but not limited to, full scale application development and Geographic Information System (G.I.S.) implementation, other than necessary to provide 911 telephone system integration.
- f. Oak Park will not provide WSCDC with routine support and clerical services, including but not limited to functions such as buying and ordering parts or software, ordering equipment, maintaining inventory or obtaining software licenses and support services such as copy service, postage and mailing, transportation and telephone service. WSCDC will provide all necessary support and clerical services to Oak Park to allow Oak Park to fulfill the terms of this Agreement.

**3. Service Hours**

- a. Oak Park shall provide non-emergency professional services during normal work hours - 8:30 a.m. to 5:00 p.m. Monday through Friday, except on Holidays and other days when the Village of Oak Park is not open for business. Non-emergency services will be responded to within 24 hours or the next business day of receipt of the request for service.
- b. Oak Park shall provide emergency services 24 hours a day, 7 days a week and will use its best efforts to have a response time of 1 hour to emergency service requests.

**4. Service Location**

Oak Park may perform the services at remote locations as it deems appropriate.

**5. Service Requests**

Oak Park will only respond to requests for services made by the WSCDC Administrator or his designee using mutually agreed upon method of email notification to [ITSupport@oak-park.us](mailto:ITSupport@oak-park.us).

**6. Use of Oak Park Personnel to Perform the Services**

- a. Oak Park will provide the services solely by use of its own employees and shall not be obligated to hire any new employees or to engage the services of any outside

contractors in order to perform the services. Oak Park agrees to maintain adequate professional staff to perform the services.

- b. All Oak Park employees who provide the services to WSCDC under this agreement shall remain employees of the Village of Oak Park with all the rights, duties, benefits, and privileges associated therewith.

**7. WSCDC's Responsibilities**

WSCDC will provide the Oak Park Director of Information Technology or his designee with access to all manuals, operating instructions, licenses and other documents whether in hard copy form or by on-line access for present or newly acquired hardware and software which WSCDC desires Oak Park to support under this Agreement, and shall provide Oak Park IT Staff with any other information, access or passwords necessary to perform the services in this Agreement.

**8. Invoices and Payment**

Oak Park will bill WSCDC at the rate of \$50,000 per year. Oak Park will provide WSCDC with a monthly invoice in the amount of \$4,166.67. WSCDC will pay Oak Park within 14 days of receipt of the invoice.

**9. Working Nature/ Cooperation**

The parties understand the working nature of this agreement and agree to maintain a working relationship based upon mutual respect, good faith and cooperation. Each party agrees to use its best efforts to accommodate the reasonable expectation of the other Party within the terms of this Agreement.

**10. Indemnification**

WSCDC shall indemnify and hold the Village of Oak Park harmless against any and all claims, losses, demands, damages, lawsuits, judgments or liability of any kind arising out of or in any way connected to the Village's performance or failure to perform the services.

**11. Warranty Disclaimer**

Oak Park provides no warranty, and expressly disclaims any and all warranties, whether express or implied, written, or oral.

**12. Limitation of Remedies**

For any material breach of this Agreement by Oak Park, WSCDC's remedy and Oak Park's liability will be limited to a refund of the contract price for the service breached.

**13. Termination**

Either Party may terminate this Agreement by providing the other Party with ninety (90) days written notice of intent to terminate this Agreement. Payments hereunder shall be prorated to the date of termination of this Agreement.

**14. Notices**

All notices shall be sent to:

Executive Director  
WSCDC  
400 Park Avenue  
River Forest, Illinois 60305

Village Manager  
Village of Oak Park  
123 Madison St.  
Oak Park, Illinois 60302

IN WITNESS WHEREOF, the Parties have executed this Agreement on December \_\_\_\_, 2011.

WEST SUBURBAN CONSOLIDATED  
DISPATCH CENTER

REVIEWED AND APPROVED  
AS TO FORM

NOV 29 2011  
*[Signature]*  
LAW DEPARTMENT

BY: \_\_\_\_\_

Henry Gralak  
Executive Director

VILLAGE OF OAK PARK

BY: \_\_\_\_\_

Thomas W. Barwin  
Village Manager



# VILLAGE OF OAK PARK

## AGENDA ITEM COMMENTARY

L

**Item Title: Resolution Authorizing the Execution of a Professional Services Agreement to Provide Information Technology Services to the Village of River Forest for FY 2012.**

Resolution or Ordinance No. \_\_\_\_\_

Date of Board Action:

December 5, 2011

Staff Review:

Department Director Name:

  
\_\_\_\_\_  
Alvin Nepomuceno

Village Manager's Office:

  
\_\_\_\_\_

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

Since 2001, the Village of Oak Park has provided information technology (IT) support services to the Village of River Forest pursuant to an intergovernmental cooperation agreement. The intent of these annual agreements has been for both communities to share resources in a manner which is economically efficient.

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

Through this agreement, the Villages of Oak Park and River Forest share the cost of a full time equivalent employee who is employed by Oak Park and available to River Forest on an as needed basis. The IT department supports River Forest's information systems needs with staffing resources appropriate to the type of service call and the technical skill sets required.

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

In 2000, Village of River Forest generally was looking to improve their IT service and to be more cost effective over the outside firm they had contracted in previous years. In addition, both communities may share resources and knowledge experience.

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

As part of the 2012 contract year, the IT department performed support, deployment and remedial services as specified by the contract. The Village of River Forest's contribution will remain at \$35,000 in FY 2012. The Agreement requires River Forest to pay Oak Park \$35,000 a year, or \$2,916.67 per month. This amount will adequately cover the personnel and administrative costs associated with providing this service.

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

An alternative option is for the Village of River Forest to obtain IT service from the private sector. It should be noted that some of Village of River Forest's technology is also being utilized by WSCDC. Should either Village of River Forest or WSCDC obtain private sector service, it may be beneficial that they obtain IT services from a single company. This will allow IT department to give more attention to strictly Oak Park projects.

**Proposed Recommended Action: Approve the Resolution**

## RESOLUTION

### AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INFORMATION TECHNOLOGY SERVICES TO THE VILLAGE OF RIVER FOREST FOR FY 2012

**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 a Professional Services Agreement to Provide Information Technology Services to the Village of River Forest for FY 2012, which agreement will require River Forest to pay Oak Park a total of \$35,000. The Agreement will substantially conform to the Agreement attached hereto as Exhibit A.

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

ADOPTED this 5<sup>th</sup> day of December 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**ADOPTED AND APPROVED** by me this 5<sup>th</sup> day of December 2011.

---

David G. Pope  
Village President

ATTEST:

---

Teresa Powell  
Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF OAK  
PARK AND THE VILLAGE OF RIVER FOREST FOR  
INFORMATION TECHNOLOGY SERVICES**

This agreement is made by and the between the VILLAGE OF RIVER FOREST, an Illinois municipal corporation (hereinafter "River Forest") and the VILLAGE OF OAK PARK, an Illinois municipal corporation (hereinafter "Oak Park").

**WHEREAS**, River Forest and Oak Park are contiguous units of local government which interact on many levels for the mutual benefit and welfare of the residents of each community; and

**WHEREAS**, Oak Park employs its own Information Technology staff to provide Information Technology support and related services to the Village of Oak Park; and

**WHEREAS**, River Forest and Oak Park have similar needs for Information Technology services; and

**WHEREAS**, the parties have determined that it is in their respective best interests to enter into this agreement; and

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois (1970), and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et.seq. authorize and encourage the type of intergovernmental cooperation anticipated by this Agreement;

**Now Therefore**, the parties agree as follows:

**1. Term of Agreement**

This Agreement shall be effective from January 1, 2012 to December 31, 2012.

**2. Scope of Services**

a. Oak Park will provide professional Information Technology support services to River Forest in order to maintain the River Forest computer systems and equipment. The systems and equipment presently consist of 1 file server, 1 mail server, 1 mail security appliance, 1 Web server for ArcGIS Server, SharePoint and public website, 1 application server, 48 workstations, 15 network printer queues, 3 multi-purpose printers/scanners, 16 Toughbook MDC's, 7 notebook computers, 3 wireless access points, 3 routers, Pump Station to Village Hall VPN link, microwave point-to-point link from Village Hall to Public Works.

b. Oak Park will provide system documentation and service reports, and will maintain adequate system backup services. Oak Park will not provide application 'help desk' support.

c. Oak Park will not perform services for special projects, such as but not limited to application development and Geographic Information System (G.I.S.) implementation, other than installation and maintenance.

d. Oak Park will not provide River Forest with routine support and clerical services, including but not limited to functions such as buying and ordering parts or software, ordering equipment, maintaining inventory or obtaining software licenses and support services such as copy service, postage and mailing, transportation and telephone service.

**3. Service Hours**

a. Oak Park will provide the services during Oak Park's normal business hours, 8:30 a.m. to 5:00 p.m. Monday through Friday, except for Holidays or other days when the Village of Oak Park is not open for business.

b. Oak Park shall use its best efforts to respond to requests for service within 24 hours of the request. Emergency requests for service related to Public Safety equipment and software are governed by the "Professional Service Agreement To Provide Information Technology Services to West Suburban Consolidated Dispatch" upon adoption and execution of that agreement.

**4. Service Location**

Oak Park may perform the services outside of River Forest as it deems appropriate, except that an Oak Park I.T. staff member will report to the River Forest Village Hall at least once each week to provide routine maintenance and handle IT related tasks as covered in this agreement.

**5. Service Requests**

Oak Park will only respond to requests for services made by the River Forest Village Administrator or his designee using mutually agreed upon method of email notification to ITSupport@oak-park.us.

**6. Use of Oak Park Personnel to Perform the Services**

a. Oak Park will provide the services solely by use of its own employees and shall not be obligated to hire any new employees or to engage the services of any outside contractors in order to perform the services. Oak Park agrees to maintain adequate professional staff to perform the services.

b. All Oak Park employees who provide the services to River Forest under this agreement shall remain employees of the Village of Oak Park with all the rights, duties, benefits, and privileges associated therewith.

**7. River Forest Responsibilities**

a. River Forest will provide all necessary support and clerical services to Oak Park to allow Oak Park to fulfill the terms of this Agreement.

b. River Forest will provide the Oak Park Director of Information Technology, or his designee, with access to all manuals, operating instructions, licenses and other documents whether in hard copy form or by on-line access for present or newly acquired hardware and software which River Forest desires Oak Park to support under this Agreement, and will provide Oak Park IT Staff with any other information, access or passwords necessary to perform the services.

**8. Invoices and Payment**

River Forest agrees to pay to Oak Park the sum of \$35,000 per year in monthly installments. Oak Park will bill River Forest at the flat rate of \$2,916.67 per year. All payments will be due on the first of the month.

**9. Working Nature/ Cooperation**

The parties understand the working nature of this agreement and agree to maintain a working relationship based upon mutual respect, good faith and cooperation. Each party agrees to use its best efforts to accommodate the reasonable expectation of the other Party within the terms of this Agreement.

**10. Indemnification**

River Forest shall indemnify and hold the Village harmless against any and all claims, losses, demands, damages, lawsuits, judgments or liability of any kind arising out of or in any way connected to the Village's performance or failure to perform the services.

**11. Warranty Disclaimer**

Oak Park provides no warranties, and expressly disclaims any warranty whether express or implied, written, or verbal, for the Information Technology services to River Forest.

**12. Limitation of Remedies**

For any material breach of this Agreement by Oak Park, River Forest's remedy and Oak Park's liability will be limited to a refund of the price paid pursuant to this Agreement.

**13. Termination** Either Party may terminate this Agreement with or without cause, by providing the other Party with thirty (30) days written notice of intent to terminate this Agreement. Payments hereunder shall be prorated to the date of termination.

**14. Notices**

All notices shall be sent as follows:

Village Administrator  
Village of River Forest  
400 Park Avenue  
River Forest, Illinois 60305

Village Manager  
Village of Oak Park  
123 Madison St.  
Oak Park, Illinois 60302

IN WITNESS WHEREOF, the Parties have executed this Agreement December \_\_\_\_, 2011.

VILLAGE OF RIVER FOREST

BY: \_\_\_\_\_  
John Rigas, Village President

VILLAGE OF OAK PARK

BY: \_\_\_\_\_  
Thomas W. Barwin, Village Manager

REVIEWED AND APPROVED  
AS TO FORM

NOV 29 2011  
*Thomas W. Barwin*  
LAW DEPARTMENT

M

**VILLAGE OF OAK PARK**  
**AGENDA ITEM COMMENTARY**

**ITEM TITLE: RESOLUTION AUTHORIZING EXECUTION AGREEMENTS WITH THE ADMINISTRATIVE LAW JUDGES TO CONDUCT HEARINGS OF LOCAL ORDINANCE FOR A TOTAL AMOUNT NOT TO EXCEED \$186,300 FOR A ONE YEAR PERIOD.**

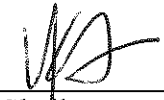
**Resolution or Ordinance No.** \_\_\_\_\_

**Date of Board Action** December 5, 2011

**Staff Review:**

  
**Robert H. Anderson**

**Deputy Village Manager**

  
\_\_\_\_\_  
**Lisa Shelley**

**Item History:**

The purpose of these contracts is to compensate the Administrative Law Judges for conducting hearings of alleged violations of Village Ordinances.

**Item Policy Commentary:**

The Law Judges, as a group, will hear/review in excess of 9,000 cases in 2012. Their hourly fee will be \$75.00. This rate is considerably less than rates in many other suburban communities whose hourly rates range from \$65.00 to \$125.00. The four Law Judges all currently meet State Law requirements for their positions. Staff recommends approval of this resolution.

**Item Budget Commentary:**

Proposed 2012 budget contains \$172,000 in this account. The four Law Judges will not exceed a total of \$172,000 for this year. Judges Carrie Washington and L. Anita Richardson will each not exceed \$50,000.00. Judges John Stack and Darlene Redmond will each not exceed \$25,000.00.

**Proposed Action:**

Approve the Resolution

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**WHEREAS**, the VILLAGE of Oak Park (the VILLAGE) seeks the services of an Administrative Law Judge to hear and determine cases which fall within the VILLAGE's system of Administrative Adjudication of parking, standing, compliance and ordinance violation cases as established by ordinance; and

**WHEREAS**, the VILLAGE's Administrative Adjudication Ordinance, Chapter 29 of the Oak Park Village Code, sets forth minimum qualifications and training requirements for the position of Administrative Law Judge; and

**WHEREAS**, the VILLAGE has determined that L. ANITA RICHARDSON meets the qualifications and training requirements set forth in the Village of Oak Park's Administrative Adjudication Ordinance; and

**WHEREAS**, L. ANITA RICHARDSON is interested in performing the services of Administrative Law Judge as outlined in this agreement; and

**WHEREAS**, the impartiality required of an Administrative Law Judge requires that the parties enter into an independent contractor, as opposed to employment, relationship.

**NOW THEREFORE**, in consideration of mutual promises and agreements contained herein, the Village of Oak Park, an Illinois municipal corporation (hereinafter the "VILLAGE") and L. ANITA RICHARDSON, an attorney licensed to practice law in the State of Illinois, (the ALJ) agree as follows:

- I. **RECITALS:** The recitals stated above are incorporated into the terms of this Agreement.
- II. **General Scope Of Work And Duties**
  - A. The ALJ will perform the services outlined in this Agreement on an as needed basis.
  - B. The ALJ will perform all duties necessary to fulfill the role of Administrative Law Judge as that role is defined in Chapter 29 of the Oak Park Village Code.
  - C. The ALJ will also perform such additional duties which, in the discretion of the Director of Adjudication (the DIRECTOR), are necessary and incidental to the role of Administrative Law Judge. Such duties will include but not be limited to:
    1. Researching applicable law;
    2. Reviewing and providing input on notices and documents used in the Village's system of Administrative Adjudication when requested to do so by the DIRECTOR;
    3. Reviewing and providing input on processes used in the Village's system of Administrative Adjudication when requested to do so by the DIRECTOR; and
    4. Performing any and all other tasks which are necessary and incidental to the Administrative Law Judge's duties under the ordinance and to his or her obligations as imposed by this contract and by the Illinois Rules of Professional Conduct.



VILLAGE of Oak Park

The parties agree and understand that the Administrative Law Judge is not the legal counsel for the VILLAGE or the Office of Administrative Adjudication and any input provided regarding processes or forms will be advisory only and that all VILLAGE legal advice is provided by the Village Attorney.

- D. The ALJ understands that because the role of Administrative Law Judge is a quasi-judicial role, it requires the highest degree of ethical conduct.

**III. LICENSE TO PRACTICE LAW**

- A. The ALJ, prior to the execution of this agreement, must demonstrate that he or she has a license to practice law in the State of Illinois in good standing. The ALJ agrees, as a material term of this agreement, to maintain his or her license to practice law in the State of Illinois in good standing at all times during this agreement.
- B. The ALJ shall immediately notify the DIRECTOR and the Village Attorney of any disciplinary action that is either actually pending, threatened or taken against him or her by the Attorney Registration and Disciplinary Commission of the Illinois Supreme Court, or any comparable body in any other state in which he or she is licensed to practice law.
- C. The ALJ agrees that if his or her license to practice law is suspended or terminated by the Illinois Attorney Registration and Disciplinary Commission, this contract will be immediately terminated.
- D. The ALJ agrees that if any disciplinary action is taken against him or her in any other state, or if any disciplinary action which does not amount to suspension or termination of his or her license to practice law is taken against him or her in Illinois, the DIRECTOR shall have the sole discretion to terminate this agreement.

**IV. WORK HOURS AND SCHEDULE**

- A. The number and schedule of hours to be worked will be determined by the DIRECTOR. The ALJ understands that the VILLAGE may retain the services of other ALJs and may assign work at the VILLAGE's discretion. The VILLAGE agrees that it will make its best efforts to work cooperatively with the ALJ to set the work schedule and hours.
- B. If in the DIRECTOR's discretion, the ALJ has other contracts, clients or obligations that interfere with his or her availability to perform the services outlined in this agreement, the DIRECTOR shall notify the ALJ who will have the option of refusing the other engagement or allowing the VILLAGE to terminate this agreement.

**V. VILLAGE'S DUTIES**

The VILLAGE agrees:

- A. To provide the ALJ with copies of, or full access to, all pertinent Village ordinances;
- B. To provide the ALJ with copies of all relevant policies, rules and regulations regarding the Administrative Adjudication of parking, standing, compliance and ordinance violation citations;

- C. To provide the ALJ reasonable access to all pertinent documents and records for use in rendering administrative adjudication decisions; and
- D. To provide the ALJ with appropriate facilities to conduct hearings including stenographic services, security, and administrative support to facilitate the efficient conduct of such hearings.

**VI. NATURE OF RELATIONSHIP**

This agreement creates an independent contractor relationship between the VILLAGE and the ALJ. This agreement shall not be construed to create an employment relationship between the parties or to qualify the ALJ for any VILLAGE employee benefits.

**VII. TERM AND TERMINATION OF AGREEMENT**

- A. This Agreement is for a one year term from January 1, 2012, to December 31, 2012.
- B. The Village may terminate the agreement at any time by giving notice to the ALJ or by failing to assign work to the ALJ. The ALJ may terminate the agreement by giving 30 days prior notice to the Village. The ALJ will be compensated as indicated herein for all work completed up to the termination date of this agreement.

**VIII. COMPENSATION**

For all hours worked and documented, the ALJ will be paid an hourly rate of Seventy-five dollars (\$75.00) per hour. The ALJ will provide the VILLAGE with invoices every two weeks listing the hours worked. The VILLAGE will pay all undisputed portions of invoices within 30 days after the invoices are approved in accordance with the Local Government Prompt Payment Act.

**VILLAGE OF OAK PARK**

**ADMINISTRATIVE LAW JUDGE**

\_\_\_\_\_

\_\_\_\_\_

L. ANITA RICHARDSON

Printed Name

Printed Name

Title

ARDC #

REVIEWED AND APPROVED  
AS TO FORM

NOV 29 2011  
*Anita Richardson*  
LAW DEPARTMENT

## AGREEMENT FOR PROFESSIONAL SERVICES

**WHEREAS**, the VILLAGE of Oak Park (the VILLAGE) seeks the services of an Administrative Law Judge to hear and determine cases which fall within the VILLAGE's system of Administrative Adjudication of parking, standing, compliance and ordinance violation cases as established by ordinance; and

**WHEREAS**, the VILLAGE's Administrative Adjudication Ordinance, Chapter 29 of the Oak Park Village Code, sets forth minimum qualifications and training requirements for the position of Administrative Law Judge; and

**WHEREAS**, the VILLAGE has determined that CARRIE B. WASHINGTON meets the qualifications and training requirements set forth in the Village of Oak Park's Administrative Adjudication Ordinance; and

**WHEREAS**, CARRIE B. WASHINGTON is interested in performing the services of Administrative Law Judge as outlined in this agreement; and

**WHEREAS**, the impartiality required of an Administrative Law Judge requires that the parties enter into an independent contractor, as opposed to employment, relationship.

**NOW THEREFORE**, in consideration of mutual promises and agreements contained herein, the Village of Oak Park, an Illinois municipal corporation (hereinafter the "VILLAGE") and CARRIE B. WASHINGTON, an attorney licensed to practice law in the State of Illinois, (the ALJ) agree as follows:

- I. **RECITALS:** The recitals stated above are incorporated into the terms of this Agreement.
- II. **General Scope Of Work And Duties**
  - A. The ALJ will perform the services outlined in this Agreement on an as needed basis.
  - B. The ALJ will perform all duties necessary to fulfill the role of Administrative Law Judge as that role is defined in Chapter 29 of the Oak Park Village Code.
  - C. The ALJ will also perform such additional duties which, in the discretion of the Director of Adjudication (the DIRECTOR), are necessary and incidental to the role of Administrative Law Judge. Such duties will include but not be limited to:
    1. Researching applicable law;
    2. Reviewing and providing input on notices and documents used in the Village's system of Administrative Adjudication when requested to do so by the DIRECTOR;
    3. Reviewing and providing input on processes used in the Village's system of Administrative Adjudication when requested to do so by the DIRECTOR; and
    4. Performing any and all other tasks which are necessary and incidental to the Administrative Law Judge's duties under the ordinance and to his or her obligations as imposed by this contract and by the Illinois Rules of Professional Conduct.

VILLAGE of Oak Park

The parties agree and understand that the Administrative Law Judge is not the legal counsel for the VILLAGE or the Office of Administrative Adjudication and any input provided regarding processes or forms will be advisory only and that all VILLAGE legal advice is provided by the Village Attorney.

- D. The ALJ understands that because the role of Administrative Law Judge is a quasi-judicial role, it requires the highest degree of ethical conduct.

**III. LICENSE TO PRACTICE LAW**

- A. The ALJ, prior to the execution of this agreement, must demonstrate that he or she has a license to practice law in the State of Illinois in good standing. The ALJ agrees, as a material term of this agreement, to maintain his or her license to practice law in the State of Illinois in good standing at all times during this agreement.
- B. The ALJ shall immediately notify the DIRECTOR and the Village Attorney of any disciplinary action that is either actually pending, threatened or taken against him or her by the Attorney Registration and Disciplinary Commission of the Illinois Supreme Court, or any comparable body in any other state in which he or she is licensed to practice law.
- C. The ALJ agrees that if his or her license to practice law is suspended or terminated by the Illinois Attorney Registration and Disciplinary Commission, this contract will be immediately terminated.
- D. The ALJ agrees that if any disciplinary action is taken against him or her in any other state, or if any disciplinary action which does not amount to suspension or termination of his or her license to practice law is taken against him or her in Illinois, the DIRECTOR shall have the sole discretion to terminate this agreement.

**IV. WORK HOURS AND SCHEDULE**

- A. The number and schedule of hours to be worked will be determined by the DIRECTOR. The ALJ understands that the VILLAGE may retain the services of other ALJs and may assign work at the VILLAGE's discretion. The VILLAGE agrees that it will make its best efforts to work cooperatively with the ALJ to set the work schedule and hours.
- B. If in the DIRECTOR's discretion, the ALJ has other contracts, clients or obligations that interfere with his or her availability to perform the services outlined in this agreement, the DIRECTOR shall notify the ALJ who will have the option of refusing the other engagement or allowing the VILLAGE to terminate this agreement.

**V. VILLAGE'S DUTIES**

The VILLAGE agrees:

- A. To provide the ALJ with copies of, or full access to, all pertinent Village ordinances;
- B. To provide the ALJ with copies of all relevant policies, rules and regulations regarding the Administrative Adjudication of parking, standing, compliance and ordinance violation citations;

- C. To provide the ALJ reasonable access to all pertinent documents and records for use in rendering administrative adjudication decisions; and
- D. To provide the ALJ with appropriate facilities to conduct hearings including stenographic services, security, and administrative support to facilitate the efficient conduct of such hearings.

**VI. NATURE OF RELATIONSHIP**

This agreement creates an independent contractor relationship between the VILLAGE and the ALJ. This agreement shall not be construed to create an employment relationship between the parties or to qualify the ALJ for any VILLAGE employee benefits.

**VII. TERM AND TERMINATION OF AGREEMENT**

- A. This Agreement is for a one year term from January 1, 2012 to December 31, 2012.
- B. The Village may terminate the agreement at any time by giving notice to the ALJ or by failing to assign work to the ALJ. The ALJ may terminate the agreement by giving 30 days prior notice to the Village. The ALJ will be compensated as indicated herein for all work completed up to the termination date of this agreement.

**VIII. COMPENSATION**

For all hours worked and documented, the ALJ will be paid an hourly rate of Seventy-five dollars (\$75.00) per hour. The ALJ will provide the VILLAGE with invoices every two weeks listing the hours worked. The VILLAGE will pay all undisputed portions of invoices within 30 days after the invoices are approved in accordance with the Local Government Prompt Payment Act.

**VILLAGE OF OAK PARK**

**ADMINISTRATIVE LAW JUDGE**

\_\_\_\_\_

\_\_\_\_\_

Printed Name

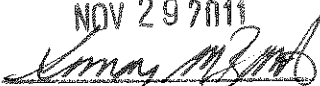
CARRIE B. WASHINGTON

Printed Name

Title

ARDC #

REVIEWED AND APPROVED  
AS TO FORM

NOV 29 2011  
  
LAW DEPARTMENT

## AGREEMENT FOR PROFESSIONAL SERVICES

**WHEREAS**, the VILLAGE of Oak Park (the VILLAGE) seeks the services of an Administrative Law Judge to hear and determine cases which fall within the VILLAGE's system of Administrative Adjudication of parking, standing, compliance and ordinance violation cases as established by ordinance; and

**WHEREAS**, the VILLAGE's Administrative Adjudication Ordinance, Chapter 29 of the Oak Park Village Code, sets forth minimum qualifications and training requirements for the position of Administrative Law Judge; and

**WHEREAS**, the VILLAGE has determined that JOHN STACK meets the qualifications and training requirements set forth in the Village of Oak Park's Administrative Adjudication Ordinance; and

**WHEREAS**, JOHN STACK is interested in performing the services of Administrative Law Judge as outlined in this agreement; and

**WHEREAS**, the impartiality required of an Administrative Law Judge requires that the parties enter into an independent contractor, as opposed to employment, relationship.

**NOW THEREFORE**, in consideration of mutual promises and agreements contained herein, the Village of Oak Park, an Illinois municipal corporation (hereinafter the "VILLAGE") and JOHN STACK, an attorney licensed to practice law in the State of Illinois, (the ALJ) agree as follows:

- I. **RECITALS:** The recitals stated above are incorporated into the terms of this Agreement.
- II. **General Scope Of Work And Duties**
  - A. The ALJ will perform the services outlined in this Agreement on an as needed basis.
  - B. The ALJ will perform all duties necessary to fulfill the role of Administrative Law Judge as that role is defined in Chapter 29 of the Oak Park Village Code.
  - C. The ALJ will also perform such additional duties which, in the discretion of the Director of Adjudication (the DIRECTOR), are necessary and incidental to the role of Administrative Law Judge. Such duties will include but not be limited to:
    1. Researching applicable law;
    2. Reviewing and providing input on notices and documents used in the Village's system of Administrative Adjudication when requested to do so by the DIRECTOR;
    3. Reviewing and providing input on processes used in the Village's system of Administrative Adjudication when requested to do so by the DIRECTOR; and
    4. Performing any and all other tasks which are necessary and incidental to the Administrative Law Judge's duties under the ordinance and to his or her obligations as imposed by this contract and by the Illinois Rules of Professional Conduct.

VILLAGE of Oak Park

The parties agree and understand that the Administrative Law Judge is not the legal counsel for the VILLAGE or the Office of Administrative Adjudication and any input provided regarding processes or forms will be advisory only and that all VILLAGE legal advice is provided by the Village Attorney.

- D. The ALJ understands that because the role of Administrative Law Judge is a quasi-judicial role, it requires the highest degree of ethical conduct.

**III. LICENSE TO PRACTICE LAW**

- A. The ALJ, prior to the execution of this agreement, must demonstrate that he or she has a license to practice law in the State of Illinois in good standing. The ALJ agrees, as a material term of this agreement, to maintain his or her license to practice law in the State of Illinois in good standing at all times during this agreement.
- B. The ALJ shall immediately notify the DIRECTOR and the Village Attorney of any disciplinary action that is either actually pending, threatened or taken against him or her by the Attorney Registration and Disciplinary Commission of the Illinois Supreme Court, or any comparable body in any other state in which he or she is licensed to practice law.
- C. The ALJ agrees that if his or her license to practice law is suspended or terminated by the Illinois Attorney Registration and Disciplinary Commission, this contract will be immediately terminated.
- D. The ALJ agrees that if any disciplinary action is taken against him or her in any other state, or if any disciplinary action which does not amount to suspension or termination of his or her license to practice law is taken against him or her in Illinois, the DIRECTOR shall have the sole discretion to terminate this agreement.

**IV. WORK HOURS AND SCHEDULE**

- A. The number and schedule of hours to be worked will be determined by the DIRECTOR. The ALJ understands that the VILLAGE may retain the services of other ALJs and may assign work at the VILLAGE's discretion. The VILLAGE agrees that it will make its best efforts to work cooperatively with the ALJ to set the work schedule and hours.
- B. If in the DIRECTOR's discretion, the ALJ has other contracts, clients or obligations that interfere with his or her availability to perform the services outlined in this agreement, the DIRECTOR shall notify the ALJ who will have the option of refusing the other engagement or allowing the VILLAGE to terminate this agreement.

**V. VILLAGE'S DUTIES**

The VILLAGE agrees:

- A. To provide the ALJ with copies of, or full access to, all pertinent Village ordinances;
- B. To provide the ALJ with copies of all relevant policies, rules and regulations regarding the Administrative Adjudication of parking, standing, compliance and ordinance violation citations;

VILLAGE of Oak Park

- C. To provide the ALJ reasonable access to all pertinent documents and records for use in rendering administrative adjudication decisions; and
- D. To provide the ALJ with appropriate facilities to conduct hearings including stenographic services, security, and administrative support to facilitate the efficient conduct of such hearings.

VI. NATURE OF RELATIONSHIP

This agreement creates an independent contractor relationship between the VILLAGE and the ALJ. This agreement shall not be construed to create an employment relationship between the parties or to qualify the ALJ for any VILLAGE employee benefits.

VII. TERM AND TERMINATION OF AGREEMENT

- A. This Agreement is for a one year term from January 1, 2012 to December 31, 2012.
- B. The Village may terminate the agreement at any time by giving notice to the ALJ or by failing to assign work to the ALJ. The ALJ may terminate the agreement by giving 30 days prior notice to the Village. The ALJ will be compensated as indicated herein for all work completed up to the termination date of this agreement.

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VILLAGE OF OAK PARK

ADMINISTRATIVE LAW JUDGE

\_\_\_\_\_

\_\_\_\_\_

Printed Name

JOHN STACK

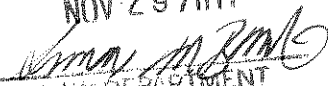
Printed Name

Title

ARDC #

REVIEWED AND APPROVED  
AS TO FORM

NOV 29 2011

  
LAW DEPARTMENT



## **AGREEMENT FOR PROFESSIONAL SERVICES**

**WHEREAS**, the VILLAGE of Oak Park (the VILLAGE) seeks the services of an Administrative Law Judge to hear and determine cases which fall within the VILLAGE's system of Administrative Adjudication of parking, standing, compliance and ordinance violation cases as established by ordinance; and

**WHEREAS**, the VILLAGE's Administrative Adjudication Ordinance, Chapter 29 of the Oak Park Village Code, sets forth minimum qualifications and training requirements for the position of Administrative Law Judge; and

**WHEREAS**, the VILLAGE has determined that DARLENE REDMOND meets the qualifications and training requirements set forth in the Village of Oak Park's Administrative Adjudication Ordinance; and

**WHEREAS**, DARLENE REDMOND is interested in performing the services of Administrative Law Judge as outlined in this agreement; and

**WHEREAS**, the impartiality required of an Administrative Law Judge requires that the parties enter into an independent contractor, as opposed to employment, relationship.

**NOW THEREFORE**, in consideration of mutual promises and agreements contained herein, the Village of Oak Park, an Illinois municipal corporation (hereinafter the "VILLAGE") and DARLENE REDMOND, an attorney licensed to practice law in the State of Illinois, (the ALJ) agree as follows:

I. **RECITALS:** The recitals stated above are incorporated into the terms of this Agreement.

### **II. General Scope Of Work And Duties**

- A. The ALJ will perform the services outlined in this Agreement on an as needed basis.
- B. The ALJ will perform all duties necessary to fulfill the role of Administrative Law Judge as that role is defined in Chapter 29 of the Oak Park Village Code.
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VILLAGE of Oak Park

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VILLAGE of Oak Park

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VILLAGE OF OAK PARK

ADMINISTRATIVE LAW JUDGE

\_\_\_\_\_

\_\_\_\_\_

DARLENE REDMOND

Printed Name

Printed Name

Title

ARDC #

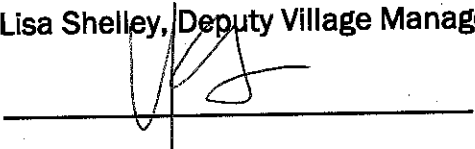
REVIEWED AND APPROVED  
AS TO FORM

NOV 29 2011

*[Handwritten Signature]*  
LAW DEPARTMENT

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**VILLAGE OF OAK PARK**  
**AGENDA ITEM COMMENTARY**

<b>Item Title: Motion to Accept the 2012 Village Board Calendar</b>	
<b>Resolution or Ordinance No.</b> _____	
<b>Date of Board Action:</b>	
<b>Staff Review:</b>	Lisa Shelley, Deputy Village Manager
<b>Village Manager's Office:</b>	
<b>Item History (Previous Board Review, Related Action, History):</b> This is an annual action in which every public body shall give public notice of the schedule of the Regular Meetings at the beginning of each year.	
<b>Item Policy Commentary (Key Points, Current Issue, Bid Process, Recommendation):</b> Changes or additions to this schedule are done in accordance with the IL Open Meetings Act. Regular Meets are typically held on the 1 <sup>st</sup> and third Mondays of the month unless otherwise noted.  This Calendar also notes anticipated additional meetings to be held on the 2 <sup>nd</sup> and 4 <sup>th</sup> Mondays.	
<b>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):</b> Not applicable	
<b>Item Budget Commentary: (Account #; Balance; Cost of contract)</b> Not applicable	
<b>Item Action Options/Alternatives (List the alternative actions; list the positive and negative implications of each; if no alternatives, explain why):</b> Not applicable	
<b>Proposed Recommended Action: Approve the Motion</b>	

# Village Board Meeting Schedule

# 2012

○ = Regular Meeting

□ = Special Meeting

X = No meeting due to holiday, Village closed

▲ = No meeting due to holiday, Village open

January						
S	M	T	W	T	F	S
	1	X	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	31			

May						
S	M	T	W	T	F	S
	1	2	3	4	5	
	6	7	8	9	10	11
	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28	29	30	31	

September						
S	M	T	W	T	F	S
	2	X	4	5	6	7
	9	10	11	12	13	14
	16	17	18	19	20	21
	23	24	25	26	27	28
	30					

February						
S	M	T	W	T	F	S
	5	6	7	8	9	10
	12	13	14	15	16	17
	19	20	21	22	23	24
	26	27	28	29		

June						
S	M	T	W	T	F	S
	3	4	5	6	7	8
	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29

October						
S	M	T	W	T	F	S
	7	8	9	10	11	12
	14	15	16	17	18	19
	21	22	23	24	25	26
	28	29	30	31		

March						
S	M	T	W	T	F	S
	4	5	6	7	8	9
	11	12	13	14	15	16
	18	19	20	21	22	23
	25	26	27	28	29	30

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	31			

November						
S	M	T	W	T	F	S
	4	5	6	7	8	9
	11	12	13	14	15	16
	18	19	20	21	22	23
	25	26	27	28	29	30

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30				

August						
S	M	T	W	T	F	S
	5	6	7	8	9	10
	12	13	14	15	16	17
	19	20	21	22	23	24
	26	27	28	29	30	31

December						
S	M	T	W	T	F	S
	2	3	4	5	6	7
	9	10	11	12	13	14
	16	17	18	19	20	21
	23	24	25	26	27	28
	30	31				

○

**VILLAGE OF OAK PARK**  
**AGENDA ITEM COMMENTARY**

**Item Title: RESOLUTION AUTHORIZING THE PURCHASE OF INSURANCE FOR 2012**

**Resolution or Ordinance No. \_\_\_\_\_**

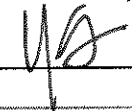
**Date of Board Action: December 5, 2011**

**Staff Review:**

**Acting Village Attorney**

  
\_\_\_\_\_

**Village Manager**

  
\_\_\_\_\_

**Item History:**

The Village of Oak Park is self insured for Public Entity Liability, Property Damage, Crime and Worker's Compensation. The Village purchases commercially available Excess Public Entity Liability Insurance, Crime Coverage, and Property and Casualty Insurance. The Village is self insured for Worker's Compensation insurance, but purchases excess coverage to supplement its self insurance.

The Insurance Premium and Coverage History attached to this commentary shows the history of the Village's commercially purchased insurance and the premiums paid.

The total proposed premium to maintain existing levels of Excess Liability, Property Insurance, Contractor's Equipment, Boiler and Machinery Coverage, Crime Coverage, and Worker's Compensation, plus the broker's fee is \$210,359. This is 3.7% increase over last year.

**Item Policy Commentary:**

The various lines of coverage can be summarized as follows:

The Excess Public Entity Liability Policy covers general liability claims such as personal injury or wrongful death, law enforcement liability, employment liability and auto liability which exceed the Village's \$2,000,000 self insured retention. The limit of coverage for any one claim is \$10,000,000.

Workers Compensation is excess coverage for any workers compensation claim that exceeds \$600,000 for Police and Fire employees, and \$500,000 for all other employees.

Property coverage covers loss to Village buildings and their contents from casualties such as fire, flood or earthquake. Property coverage has a \$25,000 deductible. Property insurance covers the total replacement costs of the Village's property, including the building and its contents. Property coverage also includes Open Lot Auto, which insures

property damage to parked vehicles (as compared to vehicles damaged through auto accidents) and Contractor's Equipment, which covers losses to heavy equipment not licensed for road use, such as street sweepers and front end loaders. This line has a \$2,500 deductible.

Boiler and Machinery coverage covers losses to Village property that would result if a building system, such as the boiler, or air conditioner broke down and caused damage to the building. This coverage also has a \$2,500 deductible.

The Crime Policy covers employee theft, forgery or dishonesty which results in a financial loss to the Village with a \$25,000 deductible.

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**Analysis of Alternatives:**

Following up on this year's discussion of insurance alternatives, staff requested alternative premium quotes at various levels of coverage. The 2012 Insurance Renewal Options chart provides alternative premiums should the Board wish to reduce the self insured retention limit.

Determining the level of Public Entity Liability insurance to purchase rather than to fund through self insurance depends on the Board's risk tolerance compared to the costs of increasing coverages. As the quoted rates demonstrate, premiums increase as the amount of coverage increases.

The attached 15 year Loss History provides historical claim payments in excess of \$10,000 to aid in assessing risk. The listing includes payments on claims covered under general liability, auto liability, law enforcement and employment liability. Sixteen cases have been paid in excess of \$10,000 over the past 15 years, or roughly one per year. Two cases exceeded \$125,000. One was just below \$75,000. The average payment of the remaining thirteen cases is approximately \$18,000 per case. These are low loss levels, which are due in part to having a well run police department with excellent hiring and training practices, as well as a well run sidewalk inspection and replacement program.

Our broker sought, but was not able to obtain competitive quotes for coverage which would reduce the Self Insured Retention below \$1M. He explained that the industry felt that the premium costs would be too high to be acceptable to the Village. Therefore, the premiums provided under Options 3 and 4 are estimates only.

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**Item Budget Commentary:**

The proposed 2012 budget for insurance is \$210,000. The Village's total cost for premiums necessary to fund the Village's complete insurance package at existing limits is \$210,359, necessitating a \$359 adjustment to the budget proposed.

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**Recommended Action:**

Adopt the Resolution authorizing the execution of the Brokerage Agreements and purchase of Property Insurance, Crime Insurance, Excess Worker's Compensation Insurance and Excess Public Entity Liability insurance in the amount of \$10 million dollars with a \$2 million dollar self-insured retention.

**RESOLUTION  
AUTHORIZING PURCHASE OF INSURANCE  
PROGRAM FOR 2012**

**BE IT RESOLVED** by the President and the Board of Trustees of the Village of Oak Park, Cook County, Illinois, that the Village Manager is hereby authorized and directed to purchase Property and Casualty, Contractors Equipment, Boiler and Machinery, Excess Workers' Compensation, Excess Public Entity Liability and Crime insurance policies for the Village of Oak Park for the period of 01/01/12 to 12/31/12 through Arthur J. Gallagher Risk Management Services, Inc., the Village's insurance broker for these insurance coverages, at the premium rates and for the limits and deductibles set out as Option 1 on the Village of Oak Park 2012 Renewal Options Spreadsheet attached as Exhibit A.

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

**ADOPTED** this 5<sup>th</sup> day of December 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**APPROVED** by me this 5<sup>th</sup> day of December 2011.

ATTEST:

---

David G. Pope  
Village President

---

Teresa Powell  
Village Clerk



**VILLAGE OF OAK PARK  
2012 INSURANCE RENEWAL OPTIONS**

Line	2012 Premiums				
	2011	2012 Option 1	2012 Option 2	2012 Option 3	2012 Option 4
	\$10M with \$2M SIR	\$10M with \$2M SIR	Insure up to \$10M but reduce SIR to \$1M	Insure up to \$5M and reduce SIR to \$500,000*	Insure up to \$5M but reduce SIR to \$250,000*
<b>Excess Public Liability Insurance: Incl Gen'l Liability, Auto, Police and Employment liability</b>	\$ 57,600	\$ 60,180	\$ 114,648	\$ 585,000	\$ 900,000
<b>Property Insurance</b>	\$ 91,707	\$ 90,600	\$ 90,600	\$ 90,600	\$ 90,600
includes Contractors Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
includes Boiler and Machinery	\$ -	\$ -	\$ -	\$ -	\$ -
includes Open Lot Auto	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Crime Insurance</b>	\$ 5,866	\$ 5,866	\$ 5,866	\$ 5,866	\$ 5,866
<b>Excess Workers Comp Insurance</b>	\$ 22,361	\$ 28,423	\$ 28,423	\$ 28,423	\$ 28,423
<b>Brokerage fee</b>	\$ 24,970	\$ 24,970	\$ 24,970	\$ 24,970	\$ 24,970
<b>Total</b>	\$ 202,504	\$ 210,039	\$ 264,507	\$ 734,859	\$ 1,049,859
<b>Coverage Limits and Deductibles</b>					
<b>Excess Liability Limit</b>	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 5,000,000	\$ 5,000,000
<b>Excess Liability SIR (Deductible)</b>	\$ 2,000,000	\$ 2,000,000	\$ 1,000,000	\$ 500,000	\$ 250,000
<b>Property Limit (= value of all property)</b>	\$ 115,073,897	\$ 114,551,960	\$ 114,551,960	\$ 114,551,960	\$ 114,551,960
<b>Property Deductible</b>	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
<b>Auto Open Lot Deductible</b>	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
<b>Contractors Equipment Deductible</b>	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
<b>Boiler Limit - real estate property value</b>	\$ 113,612,437	\$ 113,612,437	\$ 113,612,437	\$ 113,612,437	\$ 113,612,437
<b>Boiler Deductible</b>	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
<b>Crime Limit</b>	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
<b>Crime Deductible</b>	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
<b>Excess WC Limit</b>	Statutory	Statutory	Statutory	Statutory	Statutory
<b>WC Self-insured Retention Police/Fire</b>	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000
<b>WC Self-insured Retention - All Other</b>	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000

Exhibit A

**VILLAGE OF OAK PARK**

**INSURANCE PREMIUM AND COVERAGE HISTORY**

	Premiums						
	2006	2007	2008	2009	2010	2011	2012
Property	\$ 105,497	\$ 94,316	\$ 120,626	\$ 89,606	\$ 92,963	\$ 91,707	\$ 90,600
Contractors Equipment	\$ 6,331	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Open Lot Auto							
Boiler	\$ 6,078	\$ 5,702	\$ 6,925	\$ 5,045	\$ -	\$ -	\$ -
Liability	\$ 67,064	\$ 82,110	\$ 72,500	\$ 61,164	\$ 57,630	\$ 57,600	\$ 60,180
Crime	\$ 7,745	\$ 7,742	\$ 7,742	\$ 7,598	\$ 5,866	\$ 5,866	\$ 5,866
Excess Workers Comp	\$ 20,128	\$ 24,957	\$ 25,334	\$ 25,235	\$ 23,928	\$ 22,361	\$ 28,423
Brokerage fee	\$ 20,950	\$ 21,998	\$ 22,977	\$ 24,126	\$ 24,970	\$ 24,970	\$ 24,970
<b>Total</b>	<b>\$ 233,793</b>	<b>\$ 236,825</b>	<b>\$ 256,104</b>	<b>\$ 212,774</b>	<b>\$ 205,357</b>	<b>\$ 202,504</b>	<b>\$ 210,039</b>
<b>Coverages and Deductibles</b>							
Property Deductible	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Auto Open Lot Deductible	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Contractors Equipment Deductible	\$ 25,000	\$ 25,000	\$ 25,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Boiler Limit	\$50,000,000	\$50,000,000	\$50,000,000	\$112,112,436	\$ 112,394,152	\$ 113,612,437	\$ 113,612,437
Boiler Deductible	\$ 1,000	\$ 1,000	\$ 1,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Liability Limit	\$ 5,000,000	\$10,000,000	\$10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
Liability Self-Insured Retention	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Crime Limit	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Crime Deductible	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Excess WC Limit	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
WC Self-Insured Retention Police/Fir	\$ 500,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000
WC Self-Insured Retention - All Other	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
<b>Exhibit B</b>							

**VILLAGE OF OAK PARK 15 YEAR LOSS HISTORY - LIABILITY CASES PAID IN EXCESS OF \$10,000**

Claimant Name	Date of Loss	Claim Type	Dept	Status	Closed	Amount Paid
Brown, Dorothy	04/02/96	Personal Injury - Auto	Police	Settled		\$30,000.00
Frazier, Wayne	01/01/97	Employment Liability	Public Works	Settled	04/18/03	\$11,000.00
Apostle, Bernadette	02/14/99	Slip & Fall	Engineering	Settled	10/1/01	\$157,831.00
Dubin, Renee /Palmer, Nathan	09/17/01	Personal Injury - Auto	Streets	Settled	6/1/04	\$20,000.00
Jamilah, Scott	06/22/02	Employment Liability	Police	Settled	11/06/03	\$45,000.00
EEOC (Hawkins & Cominsky)	07/31/02	Employment Liability	Fire	Settled	01/30/04	\$30,000.00
Mitchell, June	01/19/03	Slip and Fall	Engineering	Settled	5/7/07	\$13,000.00
Shaben, Marjorie	02/29/04	Slip and Fall	Engineering	Verdict	10/2/08	\$132,465.05
Hermasillo, Allen	08/10/04	Auto liability	Water & Sewer	Settled	12/03/04	\$10,931.37
Mlynski, Kenneth	08/26/06	Trip and fall	Parking	Settled	1/15/10	\$17,000.00
Breckis, Diane	09/18/06	Trip and fall	Engineering	Settled	12/15/08	\$16,000.00
Davis, Robbie	01/10/07	Trip and fall	Engineering	settled	12/15/08	\$30,000.00
Simmel, Sally	04/13/08	Slip and Fall	Engineering	settled	10/21/11	\$72,500.00
Love, Herman	10/17/08	Police Liability	Police	settled	10/23/10	\$19,900.00

5(1)

**VILLAGE OF OAK PARK  
AGENDA ITEM COMMENTARY**


**Item Title: Resolution Authorizing the Purchase of One 2011 Chevrolet Tahoe 4X2 Police Vehicle, from Currie Motors Fleet of Forest Park, Illinois through the Suburban Purchasing Cooperative Joint Purchasing Program, Waiving the Village's Bid Process**

Resolution or Ordinance No. \_\_\_\_\_

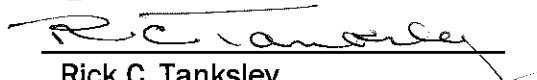
Date of Board Action: December 5, 2011

Staff Review:

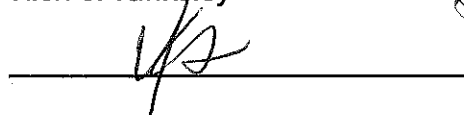
Public Works Director:

  
John P. Wielebnicki

Police Chief:

  
Rick C. Tanksley

Village Manager's Office:



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

Each year, the Village allocates funds for the annual replacement of vehicles. The Public Works Department, Fleet Services Division, manages the budget for vehicles that will replace those units having reached the end of their service life under the fleet replacement program. The intent of the vehicle replacement program is to replace vehicles and equipment using the established criteria for replacement of fleet vehicles/equipment, including age of vehicle/year purchased, mileage or hours, type of use (full time, seasonal, emergency, non-emergency, etc.), consequences of down time, maintenance history & costs, drivers evaluations, trade-in or resale values and indispensability of vehicle/equipment as a guide to guard against excessive maintenance costs and low resale values.

It is also the Fleet Services Division's goal to standardize vehicle acquisitions whenever possible and to operate the Village's fleet in a fiscally responsible manner.

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

The 2012 Vehicle Replacement Program proposes the retiring seven Police vehicles and for the purchase of six replacement vehicles. The Equipment Replacement Analysis Reports for all of the vehicles being retired is attached.

It is recommended to replace one of the vehicles with a Chevrolet Tahoe 4X2 Police Vehicle. It is further recommended to purchase the vehicle through the Suburban Purchasing Cooperative (SPC). The SPC awarded the bid to Currie Motors Fleet of Forest Park, Illinois.

The proposed vehicle will be a flex fuel vehicle which will be capable of using E85 fuel. It includes the Standard Police Package and comes with a five year, 100,000 mile powertrain warranty. The cost for this vehicle is \$24,692.00.

The retired vehicles will be auctioned at the West Central Municipal Conference 2012 Spring Auction or through an internet auction website. An Ordinance for the Disposition of Surplus

Vehicles will be brought to the Village Board in the Spring of 2012.

Overall the Village's fleet has one of the most aggressive green-fleet programs in the region with over 50% of the fleet characterized as alternative fuel vehicles. This includes 24 compressed natural gas vehicles, 4 Hybrids, 1 100% Electric and all trucks running on green diesel. In addition, over the last 5 years the Village has taken specific measures to reduce our fleet, installed the region's first (outside of Chicago) compressed natural gas station at the Public Works Center and instituted a policy for anti-idling whenever possible during Village operations.

Specifically the Police Department over the last three years has reduced their fleet by 11 vehicles. During the 2011 budget, the Police Department purchased and is currently testing the Village's first 100% electric vehicle for assignments not requiring police-package vehicles.

In keeping with the Village's commitment to a green-fleet program, all of the police package vehicles recommended for purchase in this agenda item are police-certified flex-fuel E85 vehicles that can use a mixture of 85 percent ethanol and 15 percent gas. This brings the Village's fleet over 50% flex-fuel. As much as the Department would like to use more aggressive green alternative vehicles, currently there are no electric or hybrid vehicles available to Police Departments in the country with the certified police package support. Staff reviewed the other Departments across the country who have publicized the purchase of a hybrids for their Police Departments but discovered that these cars are not police-certified vehicles, installing their own limited police package options and therefore using them mainly for non-enforcement special assignments. Oak Park 's Department has few non-enforcement special assignments.

The flex-fuel vehicles recommended on this agenda is the best green-fleet option available that is the most practical and flexible for assignments in the Police Department, contributes to the policy to reduce our overall fleet and not maintain specialized or limited-use vehicles and furthers the Village's goal to be 100% flex-fuel.

Staff recommends the approval of a Resolution authorizing purchase of one 2011 Chevrolet Tahoe 4X2 Police Vehicle from Currie Motors Fleet of Forest Park, Illinois.

**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):**

By ordering vehicles through the SPC the Village is taking advantage of volume discounts through this program.

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

The purchase of one 2011, Chevrolet Tahoe 4X2 Police Vehicle will cost \$24,692.00

Funding is provided through a transfer from the Federal RICO Fund, account no. 2024-42400-857-570750, which currently has \$202,000.00 in funds to cover this expense. These purchases are not paid for with general funds of the Village but instead paid for with Federal RICO funds. These funds are received as a result of the Village's participation in the federal

program and therefore the Department receives a portion of seizure assets from drug related crimes for which we are involved. The Village is required to use these funds solely for law enforcement purposes.

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

There is always an option to not purchase or delay the purchase, however the entire fleet replacement program is already on a delayed program. Replacement of vehicles on a timely basis limits overall downtime and allows for maximum trade-in and/or auction values. The vehicle being replaced is considered a full time emergency response vehicle, and the consequences of its downtime could compromise life safety for citizens and those who work in the Village.

**Proposed Recommended Action: Adopt the Resolution**

RESOLUTION

AUTHORIZING THE PURCHASE OF ONE 2011 CHEVROLET TAHOE 4X2 POLICE VEHICLE, FROM CURRIE MOTORS FLEET OF FOREST PARK, ILLINOIS THROUGH THE SUBURBAN PURCHASING COOPERATIVE JOINT PURCHASING PROGRAM, WAIVING THE VILLAGE'S BID PROCESS

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to purchase one 2011 Chevrolet Tahoe 4X2 Police Vehicle from Currie Motors Fleet of Forest Park, Illinois through the Suburban Purchasing Cooperative Joint Purchasing Program at a cost of \$24,692.00.

BE IT FURTHER RESOLVED that the Village's bid process is waived for this purchase.

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

ADOPTED this 5<sup>th</sup> day of December, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 5<sup>th</sup> day of December, 2011.

Attest:

\_\_\_\_\_  
Teresa Powell  
Village Clerk

\_\_\_\_\_  
David G. Pope  
Village President

**Village of Oak Park  
Equipment Replacement Analysis**

Nov. 23 2011

										Total Maintenance Costs		
Vehicle #	Year	Make	Model	Mileage	VIN #	Purchase Date	Original Purchase Price	Current Trade-in Value	Fuel	Repairs and Regular Maintenance (includes parts, labor and fluids)	Combined Total Maintenance Costs	
24	2001	Ford	Crown Vic	92,625	2FAFP71W31198325	8/6/2001	\$22,855.00	\$3,500.00	\$16,938.00	\$26,611.13	\$43,549.13	
139	2006	Ford	Crown Vic	75,559	2FAHP71W36X143986	7/25/2006	\$22,138.00	\$4,000.00	\$27,020.88	\$36,477.52	\$63,498.40	
146	2008	Ford	Crown Vic	75,000	2FAHP71V28X123089	10/24/2007	\$21,074.00	\$6,000.00	\$24,496.52	\$34,170.72	\$58,667.24	
147	2008	Ford	Crown Vic	87,516	2FAHP71V08X123091	10/24/2007	\$21,074.00	\$6,000.00	\$27,124.53	\$21,445.64	\$48,570.17	
148	2008	Ford	Crown Vic	82,767	2FAHP71V78X124402	10/24/2007	\$21,074.00	\$6,000.00	\$27,110.85	\$40,003.04	\$67,113.89	
154	2008	Ford	Crown Vic	73,249	2FAHP71V38X124400	10/24/2007	\$21,074.00	\$6,000.00	\$26,195.51	\$22,224.78	\$48,420.29	
593	2001	Ford	Crown Vic	70,000	2FAFP71WX116609	11/27/2000	\$22,929.00	\$3,500.00	\$9,072.73	\$14,345.02	\$23,417.75	





## *A Joint Purchasing Program For Local Government Agencies*

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### **Suburban Purchasing Cooperative 2011 Chevrolet Tahoe 4x2 Police Pursuit Vehicle Contract Extension**

The Suburban Purchasing Cooperative, a cooperative of 150 municipalities in the six county area of Northern Illinois, is pleased to announce a one-year contract extension on the 2011 Ford Escape Contract with Currie Fleet of Forest Park, IL. Every municipality and government agency in the State of Illinois is authorized to participate in this program.

The original contract was issued from November 16, 2009 through November 15, 2010. This is the first of three (3) possible one-year contract extensions, approved from November 16, 2010 through November 15, 2011.

The attached summary sheets highlight the standard equipment and lists other vehicle options. Additional option pricing for items not shown is available by contacting the Fleet Manager, Tom Sullivan directly at 815-462-9200.

The SPC contract price for the 2011 model will be \$24,232.00, which is \$290.00 over the 2010 model, due to an additional safety feature for roll stability. It is expected that pricing for this vehicle secured by the Suburban Purchasing Cooperative, will be held firm through the 2011 model year. The anticipated cut-off to order the Chevrolet Tahoe 4x2 Police Pursuit Vehicle is to be determined. Delivery to be made with 90 calendar days after production of said vehicle. 2010's are still in stock at Currie Motors for the 2010 contract price of \$23,942.00.

**Thank you for considering the Suburban Purchasing Cooperative** for your vehicle needs. Please feel free to contact your designated SPC Representative with any questions or comments you may have regarding this program.

***Currie Fleet***  
***7901 W. Roosevelt Road***  
***Forest Park, IL 60461***  
***PHONE: (815) 462-9200 FAX: (815) 462-7500***  
***Contact Person: Tom Sullivan***  
***[thomasfsullivan@sbcglobal.net](mailto:thomasfsullivan@sbcglobal.net)***

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*DuPage Mayors &  
Managers Conference*  
1220 Oak Brook Road  
Oak Brook, IL 60523  
Suzette Quintell  
Phone: (630) 571-0480  
Fax: (630) 571-0484

*Northwest Municipal  
Conference*  
1616 East Golf Road  
Des Plaines, IL 60016  
Ellen Dayan  
Phone: (847) 296-9200  
Fax: (847) 296-9207

*South Suburban Mayors  
And Managers Association*  
1904 West 174<sup>th</sup> Street  
East Hazel Crest, IL 60429  
Ed Paesel  
Phone: (708) 206-1155  
Fax: (708) 206-1133

*Will County  
Governmental League*  
3180 Theodore Street, Suite 101  
Joliet, IL 60435  
Anna Bunger  
Phone: (815) 729-3535  
Fax: (815) 729-3536



# A Joint Purchasing Program For Local Government Agencies

September 8, 2010

Currie Fleet  
Mr. Thomas Sullivan  
7901 W. Roosevelt Road  
Forest Park, IL 60461

Dear Mr. Sullivan,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved a one year contract extension with Currie Fleet of Forest Park, IL for the SPC 2011 Chevrolet Tahoe 4x2 Police Pursuit Vehicle.

The original contract was written from November 16, 2009 through November 15, 2010 with 3 possible one-year extensions. This is to request the first contract extension from November 16, 2010 through November 15, 2011. With acceptance of this contract extension, Currie Fleet of Forest Park, IL agrees to all terms and conditions set forth in the specifications contained within the original Request for Proposal to which you responded. The SPC reserves the right to extend this contract for up to two (2) additional one-year terms upon mutual agreement of the both the vendor and the SPC on a negotiated basis.

Currie Fleet, Forest Park, IL will handle all billing. Each vehicle purchased will be assessed a \$100.00 administrative fee per vehicle which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to another productive year working with Currie Fleet, Forest Park, IL. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan  
Program Manager for Purchasing

09/08/10  
Name: Ellen Dayan Date  
Northwest Municipal Conference

Name: Tom Sullivan Date 9/10/10  
Currie Fleet

DuPage Mayors &  
Managers Conference  
1220 Oak Brook Road  
Oak Brook, IL 60523  
Suzette Quintell  
Phone: (630) 571-0480  
Fax: (630) 571-0484

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Phone: (815) 729-3535  
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## Currie Motors Fleet Forest Park

### SPC Contract Winner

### 2011 Chevrolet Tahoe 4x2 Police Pursuit Vehicle

Call Tom Sullivan (815) 464-9200

Standard Package: \$24,232.00 + Spot Lamp \$460.00 =  
\$24,692.00  
Warranty 5 Year 100,000 Powertrain

- Free Delivery Within 30 miles
- Air Bags - dual stage frontal, driver and right front passenger with passenger sensing system.
- Air Bags - head curtain side impact, first and second row outboard seating positions with rollover sensor
- Air Bags - seat mounted side impact, driver and right front passenger for thorax and pelvic protection
- Air Conditioning - dual zone manual climate control & rear auxiliary
- Assist Handles - front passenger and second row outboard
- Audio System – AM/FM Stereo with CD Player
- Cruise Control – electronic
- Defogger – rear window electric
- Door Locks – power programmable with lockout protection
- Engine – Vortec 5.3L V8 SFI FlexFuel
- Headliner – cloth
- Heater – rear auxiliary with passenger heating ducts
- Instrumentation – analog
- Key – single two sided
- LATCH System – Lower Anchors and Top tethers for Children) for child safety seats
- Lighting – interior with dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Mirror – inside rearview manual day/night
- Power Outlets – 3 auxiliary, 12-volt, includes 2 on the instrument panel and 1 in the cargo area
- Remote vehicle starter prep package – includes Remote Keyless Entry
- Safety Belts – 3-point, driver and front passenger in all seating positions
- Seat Adjuster – driver 6-way power
- Seats – 40/20/40 split-bench with custom cloth, 3-passenger, driver and front passenger manual reclining, center fold-down armrest with storage, lockable storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets
- Seat Delete – 3<sup>rd</sup> row passenger

- Steering Column, tilt-wheel, adjustable with brake/transmission shift interlock
- Steering Wheel – vinyl
- Theft-deterrent System – vehicle, PASS-Key III
- Tire Pressure Monitoring System- (does not apply to spare tire)
- Visors
- Warning Tones
- Windows – power with driver Express-down and lockout features
- Assist Steps – black
- Daytime Running Lamps – with automatic exterior lamp control
- Door Handles – black
- Fascia – front color keyed
- Fascia – rear color keyed
- Glass – Solar-Ray deep tinted (all windows except light-tinted glass on windshield and driver and front passenger side glass)
- Headlamps – dual halogen composite with automatic exterior lamp control and flash-to-pass feature
- Liftgate – with liftglass, rear door system with rear-window wiper/washer
- Mirrors – outside heated power-adjustable, manual-folding
- Recovery Hooks – front, frame-mounted
- Tire – spare P265/70R17
- Tires – P265/70R17 all-season, blackwall
- Tire Carrier – lockable outside spare, winch-type mounted under frame at rear
- Wheel – 17” full-size, steel spare
- Wipers – front intermittent wet-arm with flat blade and pulse washers
- Wiper – rear intermittent with washer
- Alternator – 160 amps
- Brakes – 4-wheel anti-lock, 4-wheel disc, VAC power
- Cooling – auxiliary transmission oil cooler, heavy-duty air-to-oil
- Cooling – external engine oil cooler
- StabiliTrak – stability control system with Proactive Roll Avoidance and Traction Control
- Steering – power
- Suspension – front coil-over shock with stabilizer bar
- Suspension – rear multi-link with coil springs
- Suspension Package – police rated
- Transmission – 6-speed automatic electronically controlled with overdrive
- XM Radio Delete

## Additional Options and Order Form

Please enter the following:

<b>GM Fan Code</b>		
<b>Contact Name</b>		<b>Quantity</b>
<b>Phone Number</b>		<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div>
<b>Purchase Order Number</b>		
<b>State Tax Exempt Number</b>		

**PLEASE SUBMIT P.O. TO:** *Currie Motors Fleet*  
*7901 W. Roosevelt Rd.*  
*Forest Park, IL 60461*  
**PHONE: (815)464-9200 FAX: (815)464-7500**  
**Contact Person: Tom Sullivan**  
[thomasfsullivan@msn.com](mailto:thomasfsullivan@msn.com)

**Check desired options:**

4x4 Special Services Vehicle	\$7,634.00
Content Theft Alarm Disable	STD
Identifier for Special Services Vehicle	N/C
Ignition – 100-amp main power supply	\$50.00
OnStar	NA
Seats – front cloth and second row vinyl. Provides cloth front seats with power driver-side but retains standard vinyl trim on 2 <sup>nd</sup> row seats	STD
Ship Thru to Kerr Industries – required for post plant assembly and 2 <sup>nd</sup> stage optional content. Dealer “invoice only” charge for transportation costs to move vehicle from plant to 2 <sup>nd</sup> stage activity and return vehicle to plant	Included
Ground Studs – auxiliary, 2 per vehicle in the rear compartment	Included
Luggage Rack – delete	Included
Radio Suppression – braided brass straps attached to various body locations	Included
Wheels – 4-17”x7.5” steel	Included
<b>Special Service Package Only (4x4)</b> Trailer Package – heavy-duty, includes (KNP) external transmission oil cooler and (KC4) engine oil cooler, provides increased trailering capacities	\$265.00
Air Cleaner – high capacity	STD
Battery – heavy-duty 730 cold-cranking amps	STD
Console Delete	N/C
Door Handles – inside rear doors inoperative (doors can only be opened from the outside)	\$66.00

	Floor Covering – color-keyed carpeting	\$190.00
	Key Common – complete special service vehicle fleet	\$25.00
	Remote Keyless Entry Fleet Package – programmable, includes 6 additional remotes	\$75.00
	Remote Vehicle Starter System – includes remote keyless entry	\$195.00
	Seat Adjuster – front passenger 6-way power	Included
	Seats – front bucket with premium cloth, 6-way power driver and front passenger seat adjuster, outboard adjustable head restraints, floor console and rear storage pockets (requires console delete)	\$135.00
	Switches – rear window inoperative (rear windows can only operate from driver's position)	\$56.00
	Wiring – auxiliary speaker	\$55.00
	Wiring – grille lamps and speakers	\$102.00
	Wiring – horn and siren circuit	\$36.00
	Special Solid Paint – one color	\$275.00
	Flasher System – headlamp and tail lamp, DRL compatible with control wire	\$480.00
	Headlamps, daytime running lamps and automatic headlamp control delete	\$1.00
	License Plate Bracket – front (will be forced on orders with ship-to states that require a front license plate)	\$15.00
	Moldings – color keyed body side	\$100.00
	Roof-Mounted Lamp – provisions	\$30.00
X	Spot lamp – left-hand	\$460.00
	Spot lamps – left and right-hand	\$820.00
	Tire – spare P265/70R17 on/off-road, black wall (SSV only)	STD
	Tires – P265/70R17 on/off-road, black wall (SSV only)	STD
	Wheels – 4-17" x 7.5" bright aluminum	NA
	Batteries – dual heavy-duty 730 cold-cranking amps	\$115.00
	Brake Controller – integrated trailer	\$200.00
	Differential – heavy-duty locking rear	\$295.00
	Emissions – federal requirements	N/C
	Engine Block Heater	\$75.00
	Skid Plate Package	STD
	City Brake Package	\$125.00

**Other Options:**

	Delivery of more than 30+ miles	\$150.00
	Detailed Shop Manual (CD)	\$250.00

**Additional Options/Deletions Available:**

	Rust Proofing	\$295.00
	Secure - idle override	\$285.00

**Exterior Colors:**

	Mocha Steel Metallic
	Black
	Ice Blue Metallic
X	Summit White
	Gold Mist Metallic
	Black Granite Metallic (additional charge)
	Taupe Gray Metallic
	Sheer Silver Metallic
	Steel Green Metallic (through December, 2010)

**Interior Colors:**

X	Ebony
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**Factory Order Cutoff TBD**

**If we have missed an option that you need please call**

**Tom Sullivan (815) 464-9200**

VILLAGE OF OAK PARK  
AGENDA ITEM COMMENTARY

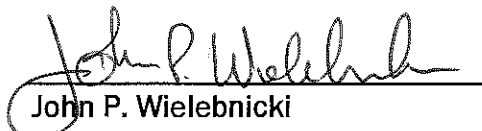
**Item Title: Resolution Authorizing the Purchase of Four 2012 Dodge Charger Police Sedans from Napleton Dodge Fleet Group of Westmont, Illinois through the Suburban Purchasing Cooperative Joint Purchasing Program, Waiving the Village's Bid Process**

Resolution or Ordinance No. \_\_\_\_\_

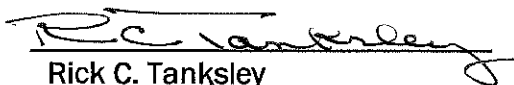
Date of Board Action: December 5, 2011

Staff Review:

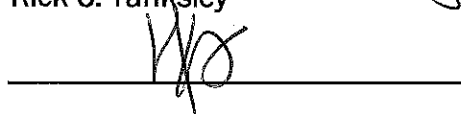
Public Works Director:

  
John P. Wielebnicki

Police Chief:

  
Rick C. Tanksley

Village Manager's Office:



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

Each year, the Village allocates funds for the annual replacement of vehicles. The Public Works Department, Fleet Services Division, manages the budget for vehicles that will replace those units having reached the end of their service life under the fleet replacement program. The intent of the vehicle replacement program is to replace vehicles and equipment using the established criteria for replacement of fleet vehicles/equipment, including age of vehicle/year purchased, mileage or hours, type of use (full time, seasonal, emergency, non-emergency, etc.), consequences of down time, maintenance history & costs, drivers evaluations, trade-in or resale values and indispensability of vehicle/equipment as a guide to guard against excessive maintenance costs and low resale values.

It is also the Fleet Services Division's goal to standardize vehicle acquisitions whenever possible and to operate the Village's fleet in a fiscally responsible manner.

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

The 2012 Vehicle Replacement Program proposes the retiring seven Police vehicles and for the purchase of six replacement vehicles. The Equipment Replacement Analysis Reports for all of the vehicles being retired is attached.

It is recommended to replace four of the vehicles with four 2012 Dodge Charger Police Sedans. It is further recommended to purchase the vehicles through the Suburban Purchasing Cooperative (SPC). The SPC awarded the bid to Napleton Dodge Fleet Group of Westmont, Illinois.

The proposed vehicles will be flex fuel cars which will be capable of using unleaded and E85 fuel. They include the Standard Police Package and come with a three year, 36,000 mile bumper to bumper warranty. Three of the vehicles will be marked Police units at a cost of \$24,179.00 each. The fourth vehicle will be an unmarked unit at a cost of \$22,956.00. Total cost for four vehicles is \$95,493.00.



The retired vehicles will be auctioned at the West Central Municipal Conference 2012 Spring Auction or through an internet auction website. An Ordinance for the Disposition of Surplus Vehicles will be brought to the Village Board in the Spring of 2012.

Overall the Village's fleet has one of the most aggressive green-fleet programs in the region with over 50% of the fleet characterized as alternative fuel vehicles. This includes 24 compressed natural gas vehicles, 4 Hybrids, 1 100% Electric and all trucks running on green diesel. In addition, over the last 5 years the Village has taken specific measures to reduce our fleet, installed the region's first (outside of Chicago) compressed natural gas station at the Public Works Center and instituted a policy for anti-idling whenever possible during Village operations.

Specifically the Police Department over the last three years has reduced their fleet by 11 vehicles. During the 2011 budget, the Police Department purchased and is currently testing the Village's first 100% electric vehicle for assignments not requiring police-package vehicles.

In keeping with the Village's commitment to a green-fleet program, all of the police package vehicles recommended for purchase in this agenda item are police-certified flex-fuel E85 vehicles that can use a mixture of 85 percent ethanol and 15 percent gas. This brings the Village's fleet over 50% flex-fuel. As much as the Department would like to use more aggressive green alternative vehicles, currently there are no electric or hybrid vehicles available to Police Departments in the country with the certified police package support. Staff reviewed the other Departments across the country who have publicized the purchase of a hybrids for their Police Departments but discovered that these cars are not police-certified vehicles, installing their own limited police package options and therefore using them mainly for non-enforcement special assignments. Oak Park 's Department has few non-enforcement special assignments.

The flex-fuel vehicles recommended on this agenda is the best green-fleet option available that is the most practical and flexible for assignments in the Police Department, contributes to the policy to reduce our overall fleet and not maintain specialized or limited-use vehicles and furthers the Village's goal to be 100% flex-fuel.

Staff recommends the approval of a Resolution authorizing purchase of four Dodge Charger Police Sedans from Napleton Dodge Fleet Group of Westmont, Illinois.

**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):**

By ordering vehicles through the SPC the Village is taking advantage of volume discounts through this program.

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

The purchase of four 2012 Dodge Charger Police Sedans will cost \$95,493.00

Funding is provided through a transfer from the Federal RICO Fund, account no. 2024-

42400-857-570750, which currently has \$202,000.00 in funds to cover this expense. These purchases are not paid for with general funds of the Village but instead paid for with Federal RICO funds. These funds are received as a result of the Village's participation in the federal program and therefore the Department receives a portion of seizure assets from drug related crimes for which we are involved. The Village is required to use these funds solely for law enforcement purposes.

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

There is always an option to not purchase or delay the purchase, however the entire fleet replacement program is already on a delayed program. Replacement of vehicles on a timely basis limits overall downtime and allows for maximum trade-in and/or auction values. The vehicle being replaced is considered a full time emergency response vehicle, and the consequences of its downtime could compromise life safety for citizens and those who work in the Village.

**Proposed Recommended Action: Adopt the Resolution**

**RESOLUTION**

**AUTHORIZING THE PURCHASE OF FOUR 2012 DODGE CHARGER POLICE SEDANS, FROM NAPLETON DODGE FLEET GROUP OF WESTMONT, ILLINOIS THROUGH THE SUBURBAN PURCHASING COOPERATIVE JOINT PURCHASING PROGRAM, WAIVING THE VILLAGE'S BID PROCESS**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to purchase four 2012 Dodge Charger Police Sedans from Napleton Dodge Fleet Group of Westmont, Illinois through the Suburban Purchasing Cooperative Joint Purchasing Program at a cost of \$95,493.00.

BE IT FURTHER RESOLVED that the Village's bid process is waived for this purchase.

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

ADOPTED this 5<sup>th</sup> day of December, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 5<sup>th</sup> day of December, 2011.

Attest:

\_\_\_\_\_  
Teresa Powell  
Village Clerk

\_\_\_\_\_  
David G. Pope  
Village President

**Village of Oak Park  
Equipment Replacement Analysis**

Nov. 23 2011

										<b>Total Maintenance Costs</b>		
<b>Vehicle #</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Mileage</b>	<b>VIN #</b>	<b>Purchase Date</b>	<b>Original Purchase Price</b>	<b>Current Trade-in Value</b>	<b>Fuel</b>	<b>Repairs and Regular Maintenance (includes parts, labor and fluids)</b>	<b>Combined Total Maintenance Costs</b>	
24	2001	Ford	Crown Vic	92,625	2FAFP71W31198325	8/6/2001	\$22,855.00	\$3,500.00	\$16,938.00	\$26,611.13	\$43,549.13	
139	2006	Ford	Crown Vic	75,559	2FAHP71W36X143986	7/25/2006	\$22,138.00	\$4,000.00	\$27,020.88	\$36,477.52	\$63,498.40	
146	2008	Ford	Crown Vic	75,000	2FAHP71V28X123089	10/24/2007	\$21,074.00	\$6,000.00	\$24,496.52	\$34,170.72	\$58,667.24	
147	2008	Ford	Crown Vic	87,516	2FAHP71V08X123091	10/24/2007	\$21,074.00	\$6,000.00	\$27,124.53	\$21,445.64	\$48,570.17	
148	2008	Ford	Crown Vic	82,767	2FAHP71V78X124402	10/24/2007	\$21,074.00	\$6,000.00	\$27,110.85	\$40,003.04	\$67,113.89	
154	2008	Ford	Crown Vic	73,249	2FAHP71V38X124400	10/24/2007	\$21,074.00	\$6,000.00	\$26,195.51	\$22,224.78	\$48,420.29	
593	2001	Ford	Crown Vic	70,000	2FAFP71WX116609	11/27/2000	\$22,929.00	\$3,500.00	\$9,072.73	\$14,345.02	\$23,417.75	

# Napleton Dodge Fleet Group, Westmont, Illinois

## Available Options

2012 Dodge Charger 4dr RWD Sedan Police

(3)

Code	Description	Class	Bidder Proposes to Furnish Price
LDDE48	Base Vehicle Price <i>marked Police vehicle</i>	STD	\$ 21,736
ORDER1	Initial Order Date: 06/01/2011	OPT	\$ NA
START1	Start-Up Date: 07/25/2011	OPT	\$ NA
FINAL1	Fleet Final Order Date:	OPT	\$ NA
BUILD	TBA Build-Out Date: TBA	OPT	\$ NA
27A	Quick Order Package 27A - Keyless Go	OPT	\$ -0-
29A	Quick Order Package 29A - Keyless Go	OPT	\$ 985
NAS	50 State Emissions	OPT	\$ -0-
ERB	Engine: 3.6L V6 24V VVT	STD	\$ -0-
EZH	Engine: 5.7L V8 HEMI MDS VVT 215mm Rear Axle, High Speed Engine Controller, (TWW) Tires: P225/60R18 BSW Performance; (TWW), Performance Exhaust; Flex fuel vehicle		
	Transmission: 5-Speed Automatic (W5A580)	OPT	\$ -0-
DGJ	Tires: P225/60R18 BSW Performance	STD	\$ -0-
TWM	Tires: P225/60R18 BSW Performance (TWW) Goodyear Brand Tires	STD	\$ -0-
TWW	Wheels: 18" x 7.5" Steel	INC	\$ -0- *
WEJ	Wheels: 18" x 7.5" Aluminum	STD	\$ -0-
WPE	18" Wheel Covers	OPT	\$ -0- *
WBA	Full Size Spare Tire	OPT	\$ 27
TBW	Heavy Duty Cloth Bucket Seats & Rear Bench	OPT	\$ 142
CB	Heavy Duty Cloth Bucket Seats w/Vinyl Rear	STD	\$ -0-
X5	Monotone Paint Application	OPT	\$ 107
APA	Radio: UConnect Touch 4.3 CD/MP3	STD	\$ -0-
RHA	Black Left Spot Lamp	STD	\$ -0-
LNF	Black Vinyl Floor Covering	OPT	\$ 178
CKJ	Connectivity Group Bluetooth Streaming Audio, Rear View Auto Dim Mirror w/Microphone, UConnect Voice Command w/Bluetooth	OPT	\$ 89 *
AAJ	Engine Block Heater (Regional)	OPT	\$ 352
NHK	Engine Block Heater	OPT	\$ NA
NHK	Equipment Mounting Bracket	OPT	\$ 45 *
XFX	Front Reading/Map Lamps	OPT	\$ -0- *
LBG	LED Spot Lamps	OPT	\$ -0- *
LNK	Manufacturer's Statement of Origin	OPT	\$ 134 w/LNF & LNA
YEP	Matching Right Spot Lamp	OPT	\$ NA
LNA	Street Appearance Group: Black Grille w/Bright Surround, Fog Lamps, Front/Rear Climate Control Outlets, (LBG) Front Reading/Map Lamps, Full Length Floor Console, Illuminated Front Cupholders, (GUK) Power Heated Manual Fold-Away Mirrors, Rear Stabilizer Bar. Includes Wheels: 18" x 7.5" Aluminum.	OPT	\$ 178 *
DMP	3.06 Rear Axle Ratio	OPT	\$ 441 *
CLE	All-Weather Floor Mats	OPT	\$ -0- req 29A
NZE	Base Engine Controller	OPT	\$ 80 *
AYE	Base Police Package: Front & Rear Wire Harness, Power Distribution Center, Siren Speaker & Bracket, Trunk Tray & Cooling Fan	OPT	\$ -0-
		OPT	\$ 1,549

\* Selecting this option will require one or more other options to be selected.

**Available Options (Cont'd)**  
 2012 Dodge Charger 4dr RWD Sedan Police

<u>Code</u>	<u>Description</u>	<u>Class</u>	<u>Bidder Proposes to Furnish Price</u>
JJK	Can-Control Siren System	OPT	\$ 1,869 *
AHM	Convenience Group I: Power Adjustable Pedals, Power Front Driver/Passenger Seats, Power Driver & Passenger 4-Way Lumbar Adjust	OPT	\$ 427
CW6	Deactivate Rear Doors/Windows	OPT	\$ 22
GXF	Entire Fleet Alike Key (FREQ 1)	OPT	\$ 36
GXA	Entire Fleet Alike Key (FREQ 2)	OPT	\$ 36
GXE	Entire Fleet Alike Key (FREQ 3)	OPT	\$ 36
GXG	Entire Fleet Alike Key (FREQ 4)	OPT	\$ 36
XKN	Flex Fuel Vehicle	OPT	\$ -0- req 27A
LNB	Front Corner LED Lamps	OPT	\$ 312 *
MEJ	Front Splash Guards	OPT	\$ 71 *
MEK	Grille Lights	OPT	\$ 303 *
LNY	Mirror Lights	OPT	\$ 441 *
LN4	Overhead Light Bar-Full Feature	OPT	\$ 3,916 *
LN5	Overhead Light Bar-Ltd Feature	OPT	\$ 2,670 *
AYF	Patrol Package #1: Front & Rear Wire Harness, (LNB) Front Corner LED Lamps, (CUG) Police Floor Console, Power Distribution Center, (LNU) Rear Corner LED Lamps, Siren Speaker & Bracket, Trunk Tray & Cooling Fan	OPT	\$ 2,688 *
AYH	Patrol Package #2: Front & Rear Wire Harness, (CUG) Police Floor Console, Power Distribution Center, (MBR) Push Bumper, Siren Speaker & Bracket, Trunk Tray & Cooling Fan	OPT	\$ 2,359
AYM	Patrol Package #3: Front & Rear Wire Harness, (LNB) Front Corner LED Lamps, (CUG) Police Floor Console, Power Distribution Center, (MBR) Push Bumper, (LNU) Rear Corner LED Lamps, Siren Speaker & Bracket, Trunk Tray & Cooling Fan	OPT	\$ 2,910
CUG	Police Floor Console	OPT	\$ 556 *
GUK	Power Heated Manual Fold-Away Mirrors: Body Color Exterior Mirrors, Exterior Mirrors w/Heating Element	OPT	\$ 53 *
MBR	Push Bumper	OPT	\$ 312 *
LNU	Rear Corner LED Lamps	OPT	\$ 312 *
LN2	Rear Deck Lights	OPT	\$ 512 *
LN3	Rear Deck Lights-Full Width	OPT	\$ 1,179 *
MEG	Rear Splash Guards	OPT	\$ 71 *
CM8	Replace Full Console w/Mini Console (when ordered, you will receive a mini floor length console)	OPT	\$ -0- *
LNZ	Side Lights	OPT	\$ 312 *
AYN	Slick Top Police Package #1: Front & Rear Wire Harness, (CUG) Police Floor Console, Power Distribution Center, Siren Speaker & Bracket, Trunk Tray & Cooling Fan	OPT	\$ 2,025 *
AYP	Slick Top Police Package #2: Front & Rear Wire Harness, (LNB) Front Corner LED Lamps, Power Distribution Center, (LNU) Rear Corner LED Lamps, Siren Speaker & Bracket, Trunk Tray & Cooling Fan	OPT	\$ 2,270 *

\* Selecting this option will require one or more other options to be selected.

**Available Options (Cont'd)**  
**2012 Dodge Charger 4dr RWD Sedan Police**

<u>Code</u>	<u>Description</u>	<u>Class</u>	<u>Bidder Proposes to Furnish Price</u>
TBH	Spare Tire Relocation Bracket	OPT	\$ 107 *
XFN	Trailer Hitch & Harness	OPT	\$ 445 *
XGV	Visor Lights	OPT	\$ 401 *
	<u>Exterior Colors:</u>		
(X9)	Black	OPT	\$ -0-
(BRV)	Blackberry Pearlcoat	OPT	\$ -0-
PS2	Bright Silver Metallic Clearcoat	OPT	\$ -0-
PW7	Bright White Clearcoat	OPT	\$ -0-
PB5	Electric Blue Pearlcoat	OPT	\$ 445
PB8	Midnight Blue Pearlcoat	OPT	\$ -0-
PX8	Pitch Black	OPT	\$ -0-
PRY	Redline 3 Coat Pearl	OPT	\$ 445
P78	Sheriffs Tan	OPT	\$ 445
PDM	Tungsten Metallic Clearcoat	OPT	\$ -0-
PWL	White Gold Clearcoat	OPT	\$ 445
	DELIVERY CHARGE WITHIN 50 MILES OF DEALERSHIP	INC	\$ N/C
	Delivery charge over 50 miles of dealership	OPT	\$ 2. per mile

\* Selecting this option will require one or more other options to be selected.

Please list any other additional options:

Shop Manual Set (on digital disc). Price per set,	OPT	\$ <del>85</del>
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____

# Napleton Dodge Fleet Group, Westmont, Illinois

## Available Options

2012 Dodge Charger 4dr RWD Sedan Police

(1)

Code	Description	Class	Bidder Proposes to Furnish Price
<u>CODE4B</u>	Base Vehicle Price	STD	\$ 21,736
ORDER1	Initial Order Date: 06/01/2011	OPT	\$ NA
START1	Start-Up Date: 07/25/2011	OPT	\$ NA
FINAL1	Fleet Final Order Date:	OPT	\$ NA
BUILD	TBA Build-Out Date: TBA	OPT	\$ NA
27A	Quick Order Package 27A - Keyless Go	OPT	\$ -0-
29A	Quick Order Package 29A - Keyless Go	OPT	\$ 985
NAS	50 State Emissions	OPT	\$ -0-
ERB	Engine: 3.6L V6 24V VVT	STD	\$ -0-
EZH	Engine: 5.7L V8 HEMI MDS VVT 215mm Rear Axle, High Speed Engine Controller, (TWW) Tires: P225/60R18 BSW Performance; (TWW), Performance Exhaust; Flex fuel vehicle		
			Requires 29A
DGJ	Transmission: 5-Speed Automatic (W5A580)	OPT	\$ -0-
TWM	Tires: P225/60R18 BSW Performance	STD	\$ -0-
TWW	Tires: P225/60R18 BSW Performance (TWW) Goodyear Brand Tires	INC	\$ -0- *
WEJ	Wheels: 18" x 7.5" Steel	STD	\$ -0-
WPB	Wheels: 18" x 7.5" Aluminum	OPT	\$ -0- *
WBA	18" Wheel Covers	OPT	\$ 27
<u>TBW</u>	Full Size Spare Tire	OPT	\$ 142
C8	Heavy Duty Cloth Bucket Seats & Rear Bench	STD	\$ -0-
X5	Heavy Duty Cloth Bucket Seats w/Vinyl Rear	OPT	\$ 107
APA	Monotone Paint Application	STD	\$ -0-
RHA	Radio: UConnect Touch 4.3 CD/MP3	STD	\$ -0-
<u>LNF</u>	Black Left Spot Lamp	OPT	\$ 178
<u>CKJ</u>	Black Vinyl Floor Covering	OPT	\$ 89 *
AAJ	Connectivity Group Bluetooth Streaming Audio, Rear View Auto Dim Mirror w/Microphone, UConnect Voice Command w/Bluetooth	OPT	\$ 352
NHK	Engine Block Heater (Regional)	OPT	\$ NA
NHK	Engine Block Heater	OPT	\$ 45 *
AFX	Equipment Mounting Bracket	OPT	\$ -0- *
LBG	Front Reading/Map Lamps	OPT	\$ -0- *
LNX	LED Spot Lamps	OPT	\$ 134 w/LNF & LNA
YEP	Manufacturer's Statement of Origin	OPT	\$ NA
LNA	Matching Right Spot Lamp	OPT	\$ 178 *
AEB	Street Appearance Group: Black Grille w/Bright Surround, Fog Lamps, Front/Rear Climate Control Outlets, (LBG) Front Reading/Map Lamps, Full Length Floor Console, Illuminated Front Cupholders, (GUK) Power Heated Manual Fold-Away Mirrors, Rear Stabilizer Bar. Includes Wheels: 18" x 7.5" Aluminum.		
		OPT	\$ 441 *
DMP	3.06 Rear Axle Ratio	OPT	\$ -0- req 29A
CLE	All-Weather Floor Mats	OPT	\$ 80 *
NZE	Base Engine Controller	OPT	\$ -0-
<u>AYE</u>	Base Police Package: Front & Rear Wire Harness, Power Distribution Center, Siren Speaker & Bracket, Trunk Tray & Cooling Fan	OPT	\$ 1,549

\* Selecting this option will require one or more other options to be selected.



**Available Options (Cont'd)**  
**2012 Dodge Charger 4dr RWD Sedan Police**

<u>Code</u>	<u>Description</u>	<u>Class</u>	<u>Bidder Proposes to Furnish Price</u>
JJK	Can-Control Siren System	OPT	\$ 1,869 *
AHM	Convenience Group 1: Power Adjustable Pedals, Power Front Driver/Passenger Seats, Power Driver & Passenger 4-Way Lumbar Adjust	OPT	\$ 427
CWB	Deactivate Rear Doors/Windows	OPT	\$ 22
GXF	Entire Fleet Alike Key (FREQ 1)	OPT	\$ 36
GXA	Entire Fleet Alike Key (FREQ 2)	OPT	\$ 36
GXE	Entire Fleet Alike Key (FREQ 3)	OPT	\$ 36
GXG	Entire Fleet Alike Key (FREQ 4)	OPT	\$ 36
XKN	Flex Fuel Vehicle	OPT	\$ -0- req 27A
LNB	Front Corner LED Lamps	OPT	\$ 312 *
MEJ	Front Splash Guards	OPT	\$ 71 *
MEK	Grille Lights	OPT	\$ 303 *
LNY	Mirror Lights	OPT	\$ 441 *
LN4	Overhead Light Bar-Full Feature	OPT	\$ 3,916 *
LN5	Overhead Light Bar-Ltd Feature	OPT	\$ 2,670 *
AYF	Patrol Package #1: Front & Rear Wire Harness, (LNB) Front Corner LED Lamps, (CUG) Police Floor Console, Power Distribution Center, (LNU) Rear Corner LED Lamps, Siren Speaker & Bracket, Trunk Tray & Cooling Fan	OPT	\$ 2,688
AYH	Patrol Package #2: Front & Rear Wire Harness, (CUG) Police Floor Console, Power Distribution Center, (MBR) Push Bumper, Siren Speaker & Bracket, Trunk Tray & Cooling Fan	OPT	\$ 2,359
AYM	Patrol Package #3: Front & Rear Wire Harness, (LNB) Front Corner LED Lamps, (CUG) Police Floor Console, Power Distribution Center, (MBR) Push Bumper, (LNU) Rear Corner LED Lamps, Siren Speaker & Bracket, Trunk Tray & Cooling Fan	OPT	\$ 2,910
CUG	Police Floor Console	OPT	\$ 556 *
GUK	Power Heated Manual Fold-Away Mirrors: Body Color Exterior Mirrors, Exterior Mirrors w/Heating Element	OPT	\$ 53 *
MBR	Push Bumper	OPT	\$ 312 *
LNU	Rear Corner LED Lamps	OPT	\$ 312 *
LN2	Rear Deck Lights	OPT	\$ 512 *
LN3	Rear Deck Lights-Full Width	OPT	\$ 1,179 *
MEG	Rear Splash Guards	OPT	\$ 71 *
CM8	Replaces Full Console w/Mini Console (when ordered, you will receive a mini floor length console)	OPT	\$ -0- *
LNZ	Side Lights	OPT	\$ 312 *
AYN	Slick Top Police Package #1: Front & Rear Wire Harness, (CUG) Police Floor Console, Power Distribution Center, Siren Speaker & Bracket, Trunk Tray & Cooling Fan	OPT	\$ 2,025 *
AYP	Slick Top Police Package #2: Front & Rear Wire Harness, (LNB) Front Corner LED Lamps, Power Distribution Center, (LNU) Rear Corner LED Lamps, Siren Speaker & Bracket, Trunk Tray & Cooling Fan	OPT	\$ 2,270 *

\* Selecting this option will require one or more other options to be selected.

**Available Options (Cont'd)**  
**2012 Dodge Charger 4dr RWD Sedan Police**

<u>Code</u>	<u>Description</u>	<u>Class</u>	<u>Bidder Proposes to Furnish Price</u>
TBH	Spare Tire Relocation Bracket	OPT	\$ 107 *
XFN	Trailer Hitch & Harness	OPT	\$ 445 *
XGV	Visor Lights	OPT	\$ 401 *
	<u>Exterior Colors:</u>		
X9	Black	OPT	\$ -0-
PBV	Blackberry Pearlcoat	OPT	\$ -0-
PS2	Bright Silver Metallic Clearcoat	OPT	\$ -0-
<u>PW7</u>	Bright White Clearcoat	OPT	\$ -0-
PB5	Electric Blue Pearlcoat	OPT	\$ 445
PB8	Midnight Blue Pearlcoat	OPT	\$ -0-
PX8	Pitch Black	OPT	\$ -0-
PRY	Redline 3 Coat Pearl	OPT	\$ 445
P76	Sheriffs Tan	OPT	\$ 445
PDM	Tungsten Metallic Clearcoat	OPT	\$ -0-
PWL	White Gold Clearcoat	OPT	\$ 445
	DELIVERY CHARGE WITHIN 50 MILES OF DEALERSHIP	INC	\$ N/C
	Delivery charge over 50 miles of dealership	OPT	\$ 2. per mile

\* Selecting this option will require one or more other options to be selected:

Please list any other additional options:

<u>Shop Manual Set (on digital disc). Price per set.</u>	OPT	\$ 85
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____
_____	OPT	\$ _____

## ***Standard Equipment***

2012 Dodge Charger 4dr RWD Sedan Police

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2012 Dodge Charger 4dr RWD Sedan Police

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### **Powertrain**

- 3.6L V-6 DOHC SMPI 24 valve flexible recommended fuel engine with variable valve control
- 220 amp alternator
- 800 amp battery with run down protection
- Engine oil cooler, HD radiator
- 5-speed electronic sequential shift control automatic transmission with overdrive, lock-up
- Rear-wheel drive
- ABS & driveline traction control
- 2.65 axle ratio
- Stainless steel exhaust with tailpipe finisher

### **Steering and Suspension**

- Electro-hydraulic power assist rack and pinion steering
- Steering cooler
- 4-wheel disc brakes with front and rear vented discs HD
- ride suspension, with auto-leveling, stability control
- Independent front suspension
- Front short and long arm suspension
- Front anti-roll bar
- Front coil springs
- Gas-pressurized front shocks
- Rear independent suspension
- Rear multi-link suspension
- Rear anti-roll bar
- Rear coil springs
- Air rear shocks
- Front and rear 18.0" x 7.60" black steel wheels with chrome hub covers
- P225/60VR18.0 BSW performance front and rear tires
- Inside under cargo mounted compact steel spare wheel

### **Safety**

- Daytime running lights, center high mounted stop light
- Dual airbags, seat mounted driver and passenger side-impact airbags, curtain 1st and 2nd row overhead airbags, airbag occupancy sensor, driver knee airbag
- Front height adjustable seatbelts with front pre-tensioners
- Immobilizer, panic alarm

## Standard Equipment

2012 Dodge Charger 4dr RWD Sedan Police

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### Comfort and Convenience

- Dual zone front air conditioning, air filter, underseat ducts
- AM/FM/Satellite-capable, clock, seek-scan, in-dash mounted single CD, MP3 decoder, external memory control, 6 speakers, window grid antenna, radio steering wheel controls
- 1 1st row LCD monitor
- Cruise control with steering wheel controls
- Power door locks with 2 stage unlock, keyfob (all doors) keyless entry, power remote trunk/hatch/door release, power remote fuel release, child safety rear door locks
- 2 12V DC power outlets, driver foot rest, retained accessory power
- Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, oil temperature gauge, transmission fluid temp gauge, engine hour meter, exterior temp, systems monitor, redundant digital speedometer, trip computer, trip odometer
- Warning Indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, low washer fluid, bulb failure, door ajar, trunk/liftgate ajar, service interval, brake fluid, turn signal on, tire specific low tire pressure, transmission fluid temp
- Leather/metal-look steering wheel with tilt and telescopic adjustment
- Power front and rear windows with light tint, driver and passenger 1-touch down
- Variable intermittent front windshield wipers, rear window defroster
- Dual illuminated vanity mirrors, dual auxiliary visors
- Day-night rearview mirror
- Interior lights include dome light, 4 door curb lights, illuminated entry
- Partial floor console with storage, mini overhead console with storage, locking glove box with light, instrument panel bin, driver and passenger door bins, rear door bins
- Carpeted cargo floor, cargo light

### Seating and Interior

- Seating capacity of 5
- Bucket front seats with adjustable anti-whiplash head restraints, center armrest
- 6-way adjustable (6-way power) driver seat
- 4-way adjustable passenger seat
- Rear bench seat with 3 fixed rear head restraints
- Cloth faced front seats with plastic back material
- Cloth faced rear seats with cloth back material
- Vinyl door trim insert, full cloth headliner, full carpet floor covering with carpet front and rear floor mats, plastic/rubber gear shift knob

## Standard Equipment

2012 Dodge Charger 4dr RWD Sedan Police

### Exterior Features

- Side impact beams, galvanized steel/aluminum body material
- Black side window moldings
- Body-colored door handles
- Black grille
- 4 doors
- Driver and passenger power remote body-colored folding outside mirrors
- Front and rear body-colored bumpers
- Aero-composite halogen fully automatic headlamps with multiple headlamps, delay-off feature
- Police/fire
- Additional exterior lights include underhood light, remote activated perimeter/approach lights
- Clearcoat monotone paint

### Warranty

Basic.....	36 month/36,000 miles	Corrosion Perforation.....	60 month/100,000 miles
Powertrain.....	Transferable 60 month/100,000 miles	Roadside Assistance.....	36 month/36,000 miles

### Dimensions and Capacities

Output.....	292 hp @ 6,350 rpm	Rear headroom.....	38.6"
Torque.....	260 lb.-ft. @ 4,800 rpm	Front hiproom.....	56.2"
Drag coefficient.....	30	Rear hiproom.....	56.1"
1st gear ratio.....	3.590	Front shoulder room.....	59.5"
2nd gear ratio.....	2.190	Rear shoulder room.....	57.9"
3rd gear ratio.....	1.410	Passenger area volume.....	104.7 cu.ft.
4th gear ratio.....	1.000	Length.....	199.9"
5th gear ratio.....	830	Body width.....	75.0"
Reverse gear ratio.....	3.160	Body height.....	58.4"
City/hwy.....	18 mpg / 27 mpg	Wheelbase.....	120.0"
Curb weight.....	3,961 lbs.	Front tread.....	63.0"
GVWR.....	5,500 lbs.	Rear tread.....	63.1"
Towing capacity.....	1,001 lbs.	Turning radius.....	19.4'
Front legroom.....	41.6"	Fuel tank.....	16.2 gal
Rear legroom.....	40.1"	Interior cargo volume.....	15.4 cu.ft.
Front headroom.....	38.6"	Interior maximum cargo volume.....	15.4 cu.ft.

Dealer Proposes to Furnish Standard Vehicle Price of \$ 21,736

Includes all standard features plus:

All Manufacturer Destination & Delivery Charges

Free Delivery Within 50 Miles of Dealership

S(3)

VILLAGE OF OAK PARK  
AGENDA ITEM COMMENTARY


Item Title: Resolution Authorizing the Purchase of One 2013 Ford Utility, All Wheel Drive, Police Vehicle, from Currie Motors Fleet of Frankfort, Illinois through the Suburban Purchasing Cooperative Joint Purchasing Program, Waiving the Village's Bid Process

Resolution or Ordinance No. \_\_\_\_\_

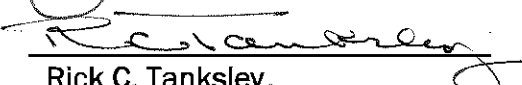
Date of Board Action: December 5, 2011

Staff Review:

Public Works Director:

  
John P. Wielebnicki

Police Chief:

  
Rick C. Tanksley

Village Manager's Office:



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

Each year, the Village allocates funds for the annual replacement of vehicles. The Public Works Department, Fleet Services Division, manages the budget for vehicles that will replace those units having reached the end of their service life under the fleet replacement program. The intent of the vehicle replacement program is to replace vehicles and equipment using the established criteria for replacement of fleet vehicles/equipment, including age of vehicle/year purchased, mileage or hours, type of use (full time, seasonal, emergency, non-emergency, etc.), consequences of down time, maintenance history & costs, drivers evaluations, trade-in or resale values and indispensability of vehicle/equipment as a guide to guard against excessive maintenance costs and low resale values.

It is also the Fleet Services Division's goal to standardize vehicle acquisitions whenever possible and to operate the Village's fleet in a fiscally responsible manner.

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

The 2012 Vehicle Replacement Program proposes the retiring seven Police vehicles and for the purchase of six replacement vehicles. The Equipment Replacement Analysis Reports for all of the vehicles being retired is attached.

It is recommended to replace one of the vehicles with a 2013 Ford Utility, All Wheel Drive, Police Vehicle. This vehicle will go into production in February 2012. It is further recommended to purchase the vehicle through the Suburban Purchasing Cooperative (SPC). The SPC awarded the bid to Currie Motors Fleet of Frankfort, Illinois.

The proposed vehicle will be a flex fuel vehicle which will be capable of using unleaded and E85 fuel. It includes the Standard Police Package and comes with a three year, 36,000 mile bumper to bumper warranty. The cost for this vehicle is \$25,133.00.

The retired vehicle will be auctioned at the West Central Municipal Conference 2012 Spring

Auction or through an internet auction website. An Ordinance for the Disposition of Surplus Vehicles will be brought to the Village Board in the Spring of 2012.

Overall the Village's fleet has one of the most aggressive green-fleet programs in the region with over 50% of the fleet characterized as alternative fuel vehicles. This includes 24 compressed natural gas vehicles, 4 Hybrids, 1 100% Electric and all trucks running on green diesel. In addition, over the last 5 years the Village has taken specific measures to reduce our fleet, installed the region's first (outside of Chicago) compressed natural gas station at the Public Works Center and instituted a policy for anti-idling whenever possible during Village operations.

Specifically the Police Department over the last three years has reduced their fleet by 11 vehicles. During the 2011 budget, the Police Department purchased and is currently testing the Village's first 100% electric vehicle for assignments not requiring police-package vehicles.

In keeping with the Village's commitment to a green-fleet program, all of the police package vehicles recommended for purchase in this agenda item are police-certified flex-fuel E85 vehicles that can use a mixture of 85 percent ethanol and 15 percent gas. This brings the Village's fleet over 50% flex-fuel. As much as the Department would like to use more aggressive green alternative vehicles, currently there are no electric or hybrid vehicles available to Police Departments in the country with the certified police package support. Staff reviewed the other Departments across the country who have publicized the purchase of a hybrids for their Police Departments but discovered that these cars are not police-certified vehicles, installing their own limited police package options and therefore using them mainly for non-enforcement special assignments. Oak Park 's Department has lfew non-enforcement special assignments.

The flex-fuel vehicles recommended on this agenda is the best green-fleet option available that is the most practical and flexible for assignments in the Police Department, contributes to the policy to reduce our overall fleet and not maintain specialized or limited-use vehicles and furthers the Village's goal to be 100% flex-fuel.

Staff recommends the approval of a Resolution authorizing purchase of one 2013 Ford Utility, All Wheel Drive, Police Vehicle from Currie Motors Fleet of Frankfort, Illinois.

**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):**

By ordering vehicles through the SPC the Village is taking advantage of volume discounts through this program.

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

The purchase of one 2013, Ford Utility, All Wheel Drive, Police Vehicle will cost \$25,133.00

Funding is provided through a transfer from the Federal RICO Fund, account no. 2024-42400-857-570750, which currently has \$202,000.00 in funds to cover this expense. These purchases are not paid for with general funds of the Village but instead paid for with Federal

RICO funds. These funds are received as a result of the Village's participation in the federal program and therefore the Department receives a portion of seizure assets from drug related crimes for which we are involved. The Village is required to use these funds solely for law enforcement purposes.

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

There is always an option to not purchase or delay the purchase, however the entire fleet replacement program is already on a delayed program. Replacement of vehicles on a timely basis limits overall downtime and allows for maximum trade-in and/or auction values. The vehicle being replaced is considered a full time emergency response vehicle, and the consequences of its downtime could compromise life safety for citizens and those who work in the Village.

**Proposed Recommended Action: Adopt the Resolution**



**RESOLUTION**

**AUTHORIZING THE PURCHASE OF ONE 2013 FORD UTILITY, ALL WHEEL DRIVE, POLICE VEHICLE, FROM CURRIE MOTORS FLEET OF FRANKFORT, ILLINOIS THROUGH THE SUBURBAN PURCHASING COOPERATIVE JOINT PURCHASING PROGRAM, WAIVING THE VILLAGE'S BID PROCESS**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to purchase one 2013 Ford Utility, All Wheel Drive, Police Vehicle from Currie Motors Fleet of Frankfort, Illinois through the Suburban Purchasing Cooperative Joint Purchasing Program at a cost of \$25,133.00.

BE IT FURTHER RESOLVED that the Village's bid process is waived for this purchase.

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

ADOPTED this 5<sup>th</sup> day of December, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 5<sup>th</sup> day of December, 2011.

Attest:

\_\_\_\_\_  
Teresa Powell  
Village Clerk

\_\_\_\_\_  
David G. Pope  
Village President

**Village of Oak Park  
Equipment Replacement Analysis**

Nov. 23 2011

											<b>Total Maintenance Costs</b>		
Vehicle #	Year	Make	Model	Mileage	VIN #	Purchase Date	Original Purchase Price	Current Trade-in Value	Fuel	Repairs and Regular Maintenance (includes parts, labor and fluids)	Combined Total Maintenance Costs		
24	2001	Ford	Crown Vic	92,625	2FAFP71W31198325	8/6/2001	\$22,855.00	\$3,500.00	\$16,938.00	\$26,611.13	\$43,549.13		
139	2006	Ford	Crown Vic	75,559	2FAHP71W36X143986	7/25/2006	\$22,138.00	\$4,000.00	\$27,020.88	\$36,477.52	\$63,498.40		
146	2008	Ford	Crown Vic	75,000	2FAHP71V28X123089	10/24/2007	\$21,074.00	\$6,000.00	\$24,496.52	\$34,170.72	\$58,667.24		
147	2008	Ford	Crown Vic	87,516	2FAHP71V08X123091	10/24/2007	\$21,074.00	\$6,000.00	\$27,124.53	\$21,445.64	\$48,570.17		
148	2008	Ford	Crown Vic	82,767	2FAHP71V78X124402	10/24/2007	\$21,074.00	\$6,000.00	\$27,110.85	\$40,003.04	\$67,113.89		
154	2008	Ford	Crown Vic	73,249	2FAHP71V38X124400	10/24/2007	\$21,074.00	\$6,000.00	\$26,195.51	\$22,224.78	\$48,420.29		
593	2001	Ford	Crown Vic	70,000	2FAFP71WX116609	11/27/2000	\$22,929.00	\$3,500.00	\$9,072.73	\$14,345.02	\$23,417.75		



## 2013 Ford Utility Police Interceptor AWD Contract # 122



### Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer

Currie Motors Fleet  
Ph: 815-4649200

[ThomasFSullivan@msn.com](mailto:ThomasFSullivan@msn.com)

Tom Sullivan  
Fx: 815-464-7500



## 2013 Ford Utility Police Interceptor AWD

**\$24,558.00**

3.7 TI-VCT V6 FFV  
6-Speed Automatic  
Rear recovery hooks  
Independent front/rear suspension  
Engine Oil Cooler  
18.6 gallon fuel tank  
Engine Hour Meter  
220 Amp Generator  
78 Amp Hour Battery  
Lower black body side cladding  
Dual Exhaust  
Black spoiler  
Electric Power Assist Steering  
Acoustic laminated windshield  
18" Tires and Wheels  
Fixed glass lift gate  
Full Size Spare  
AM/FM/CD  
Roll curtain airbag  
Safety Canopy W/Roll Over  
Sensor  
Anti-Lock Brakes With Advanced  
Trac and traction control  
Bi functional projector headlamps  
LED tail lamps  
2<sup>nd</sup>/3<sup>rd</sup> Row Privacy Glass  
My Ford police cluster

All-Wheel Drive  
Manual folding power mirror  
Fold flat 60/40 rear vinyl bench  
Single zone manual Climate  
Control  
Power Windows  
Power Locks  
Cruise Control/Tilt Wheel  
Calibrated Speedometer  
Column Shift  
Work Task Light red/white  
Simple fleet key  
Power Adjustable Pedals  
Two-Way Radio Pre-Wire  
Particulate air filter  
Power Pig tail  
Delivery Within 30 Miles

### **Standard Warranty:**

Basic: 3 Years/ 36,000 Miles  
Drivetrain: 5 Years/100,000 Miles  
Corrosion: 5 Years/ Unlimited  
Miles  
Emissions: 8 Years/80,000 Miles  
Roadside Assistance:  
5Years/60,000 Mile



## Optional Equipment:

<input type="checkbox"/>	Utility Police Interceptor FWD	\$(735.00)
<input type="checkbox"/>	Spot Light Drivers Side Incandescent	\$315.00
<input type="checkbox"/>	Daytime Running Lights	\$38.00
<input checked="" type="checkbox"/>	Spot Light Drivers Side LED Bulb	\$395.00
<input type="checkbox"/>	Dual Spot Lights Incandescent	\$298.00
<input type="checkbox"/>	Dual Spot Lights LED Bulb	\$527.00
<input type="checkbox"/>	Front Wig Wags requires Front Lighting Solution 21a	\$315.00
<input type="checkbox"/>	Rear Wig Wags	\$245.00
<input type="checkbox"/>	Code 3 Light Bar loose shipped	\$1,670.00
<input type="checkbox"/>	Whelen Light Bar loose shipped	\$1,475.00
<input type="checkbox"/>	Control Box For Lights loose shipped	\$175.00
<input type="checkbox"/>	Two Tone Vinyl Package	\$794.00
<input type="checkbox"/>	4-Doors/Roof Accent Paint	\$1,795.00
<input type="checkbox"/>	Vinyl Word Wrap "Police"	\$726.00
<input type="checkbox"/>	12" Push bumpers	\$465.00
<input type="checkbox"/>	16" Push bumpers	\$665.00
<input checked="" type="checkbox"/>	18" Full Wheel Face Covers	\$51.00
<input checked="" type="checkbox"/>	Pre-wiring grill lamp, siren, speaker	\$50.00
<input type="checkbox"/>	100 Watt siren/speaker includes bracket & pigtail	\$300.00
<input checked="" type="checkbox"/>	Keyed Alike matches existing Crown Victoria	\$44.00
<input type="checkbox"/>	Ballistic drivers door panel	\$1,448.00
<input type="checkbox"/>	Ballistic front door panels	\$2,794.00
<input type="checkbox"/>	Rear view camera	\$503.00
<input type="checkbox"/>	Sync & Reverse sensing	\$529.00
<input type="checkbox"/>	Lockable gas cap	\$20.00
<input type="checkbox"/>	Blind spot monitoring--requires Sync	\$490.00
<input type="checkbox"/>	Remote keyless entry	\$255.00
<input type="checkbox"/>	Reverse sensing	\$254.00
<input type="checkbox"/>	Engine block heater	\$35.00
<input type="checkbox"/>	1 <sup>st</sup> /2 <sup>nd</sup> row carpet	\$107.00
<input checked="" type="checkbox"/>	Rear handles & locks inoperable	\$35.00
<input type="checkbox"/>	Rear window switches delete	\$35.00
<input type="checkbox"/>	Hidden door lock plunger	\$119.00



<input type="checkbox"/> Remappable (4) Switches	\$155.00
<input type="checkbox"/> Rear console plate	\$35.00
<input type="checkbox"/> Auxiliary A/C	\$568.00
<input type="checkbox"/> Radio Suppression Straps	\$135.00
<input type="checkbox"/> Over-ride switch	\$285.00
<input type="checkbox"/> All weather mats	\$100.00
<input type="checkbox"/> Patriot prisoner partition loose shipped	\$705.00
<input type="checkbox"/> Patriot prisoner rear seat loose shipped	\$750.00
<input type="checkbox"/> Rustproof & Undercoat	\$395.00
<input type="checkbox"/> Undercoat	\$150.00
<input type="checkbox"/> Scotch guard	\$125.00
<input type="checkbox"/> Paper shop manual	\$295.00
<input type="checkbox"/> Cd-Rom service manual	\$295.00
<input type="checkbox"/> Roof Rack side rails	\$100.00
<input type="checkbox"/> Hidden door look plunger w/ inop handles	\$279.00
<input type="checkbox"/> Dome lamp Red/White Cargo area	\$43.00
<input type="checkbox"/> License and Title Fees	\$220.00
<input type="checkbox"/> Delivery over 30 miles	\$125.00

### Optional Packages:

**Police interior upgrade package** includes cloth rear seats, floor mats front & rear, 1st row carpet floor covering with 2nd row vinyl floor covering, 1st row carpet floor covering with 2nd row vinyl floor covering, Full floor console with unique police finish panels (not available with police Interceptor packages #24,25)  390.00

**Police Interceptor 21 Front Headlamp Lighting Solution** includes two front integrated LED lights (in headlamps)  877.00

**Police Interceptor 21a Pre-drilled LED holes** (does not include lights)  120.00

**Police Interceptor #22 Tail Lamp Lighting Solution** includes two rear integrated LED lights (in tail lamps)  392.00



**Police Interceptor #23** Rear Lighting Solution includes two Backlite flashing LED lights (window mounted on each side of rear decklid glass), two liftgate flashing LED lights (not available with police Interceptor package #26)

□ 437.00

**Police Interceptor #24 Cargo Wiring Upfit Package**

- Rear Console Mounting Plate
- Wiring Harness – Two (2) LED light cables – supports up to (6) LED Lights (engine compartment)
  - Two (2) grille LED light cables
  - Cargo Area Power Distribution Box (PDB)
  - Two (2) 50 amp battery and ground circuits in RH rear quarter
  - One (1) 10 amp siren / speaker circuits (engine to cargo area)
- Whelen Lighting Controller
- Whelen PCC8R Light Relay Center (mounted behind 2nd row seat)
- Light Controller / Relay Center Wiring

**Note:** Not available with Police Interceptor Package #25 – 67H

□ 1,139.00

**Police Interceptor#25 – Ready for the Road Package All-in Complete Package – Includes Police Interceptor #21, #22, #23, #24**

**Packages plus**

- Whelen Cencom Light Controller
- Whelen Cencom Relay Center / Siren Amp
- Light Controller / Relay Cencom Wiring
- Grille LED Lights
- 100 Watt Siren / Speaker
- (9) I/O Digital Serial Cable (console to cargo)
- Hidden Door Lock Plunger & Rear Door Handles Inoperable
- Rear Console Mounting Plate

**Note:** Not available with the following Police Interceptor Packages: #21 (66A); #22 (66B); #23

□ 3102.00



### Optional Maintenance Coverage:

- ESP Limited Maintenance Plan  
75,000 Miles, 5000 Mile Interval  \$754.00
  
- ESP Limited Maintenance  
Plan 100,000 Miles, 5000 Mile  
Interval  \$882.00
  
- ESP Limited Maintenance  
Plan 125,000 Miles, 5000  
Mile Interval  \$1163.00
  
- ESP Limited Maintenance  
Plan 150,000 Miles, 5000  
Mile Interval  \$1269.00
  
- ESP Extended Warranty  
5-Year 100,000 Miles  \$1710.00







**Exterior Colors:**

- Med. Brown
- Dk. Toreador Red
- Smokestone Metallic
- Dark Blue
- Lt. Blue Metallic
- Kodiak Brown
- Light Grey
- Ingot Silver
- Ebony
- Oxford White
- Med. Titanium
- Royal Blue
- Sterling Grey
- Arizona Beige

**Submit to: Currie Motors Fleet**  
9423 W. Lincoln Hwy  
Frankfort, IL. 60423  
Attn: Tom Sullivan  
P: 815-464-9200  
Fx: 815-464-7500  
[ThomasFSullivan@msu.com](mailto:ThomasFSullivan@msu.com)

Please call for any other options.

**Interior Colors:**

- Charcoal Black w/vinyl rear
- Charcoal Black w/ Cloth rear \$55.00

**Order Information:**

**Ford Fleet Number:** \_\_\_\_\_ **Agency:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **P.O. #** \_\_\_\_\_

**Phone#:** \_\_\_\_\_ **Tax Exempt#:** \_\_\_\_\_

**C.O.D.**

# VILLAGE OF OAK PARK

B

## CITIZEN ADVISORY BOARD AND COMMISSION

### AGENDA ITEM COMMENTARY

**Item Title: Presentation of the Plan Commission's Recommendations and Findings of Fact as proposed 938 - 954 Lake Street and 170 N. Forest Avenue to Deny the Applicant's Request for and Amendment to Planned Development Ordinance 2010-0-014.**

Resolution or Ordinance No. \_\_\_\_\_

Date of Board Action: December 5, 2011

Submitted by: Linda M. Bolte, Chairperson  
Oak Park Plan Commission

Staff Member & Reviewer:

Department Director Name:



Craig Failor, Village Planner

Village Manager's Office:



**Citizen Advisory Board or Commission Issue Processing (Dates of Related Commission Meetings):** On August 19, 2009, Sertus Capital Partners LLC, filed an application with the Village of Oak Park for a planned development on the parcel at the northeast corner of Lake Street and Forest Avenue. The President and Board of Trustees referred the application to the Plan Commission to hold the required public hearing on the application. After extensive public hearing on the matter, the Plan Commission recommended approval of the planned development special use on February 18, 2011. The Village Board of Trustees approved the planned development on March 15, 2010, via Ordinance Number 2010-0-014.

On July 18, 2011, the Applicant filed for an amended planned development, seeking to amend Ordinance No. 2010-0-014, to [remove] the 140-room hotel and 85-unit condominium components from the project and [replace] them with up to 270 residential rental units and [increase] the number of parking spaces from 510 to 588 spaces, and [modify] the exterior materials and use for the previously-granted planned development on the Subject Property. The President and Board of Trustees referred the amended application to the Plan Commission at its August 4, 2011, special Board meeting for the following limited purposes:

1. The change in use from hotel and residential condominiums to residential rental apartments which includes a density allowance to permit construction of up to 270 residential rental units;
2. A residential parking allowance reducing the otherwise required parking by 85 spaces; and
3. A change in exterior design and materials for the development.

On August 10, 2011, a legal notice was published in The Wednesday Journal. A

notice was posted at the Subject Property and certified letters were also mailed by the Applicant to taxpayers of record for property within 500 feet of the Subject Property, advising them of the proposal and the public hearing to be held.

The Plan Commission conducted a public hearing on the application commencing on August 25, 2011, and continuing to September 1, 2011, September 15, 2011, October 6, 2011, October 20, 2011, and November 3, 2011, at which times and place a quorum of the members of the Plan Commission was present. At their November 17, 2011 meeting they approved the Findings of Fact.

**Item Policy Commentary (Key Points, Current Issue, Bid Process, Recommendation):** The Plan Commission's vote of 4-4 is a recommendation to deny the Applicant's planned development amendment request as five (5) affirmative votes are necessary to forward a positive recommendation. The attached findings of fact detail the discussion which led to the vote. The attached minutes reflect the conversation about and reasons for the vote. However, the main issues were generally related to parking, traffic, and density associated with the proposed 270 dwelling units. The Commission was also concerned about the number of potential parking permits that might be allowed in the 300 space public garage, either by the tenants or guests of the building or others as it would take away from the reduced public supply. The Plan Commission wants to ensure that if there is a possibility the Village Board is inclined to approve the application, that the conditions mentioned in the Findings of Fact are incorporated into the ordinance for approval as well as any presentation from the applicant which identifies building materials and site design, including the landscape plan, site plan, elevations, floor plans, etc.

**Staff Commentary (If applicable or different than Commission):** The Staff believes that the project as proposed is appropriate for the following reasons: HOUSING/DENSITY; Based on the Tracy Cross & Associates Market Analysis and 2040 Oak Park population projections, the rental units proposed by Sertus Capital should be well received in the Village of Oak Park. Based on 2040 population projections, the Village of Oak Park does need additional rental housing at the levels proposed by Sertus Capital for the Lake and Forest Development. The Chicago Metropolitan Planning Council (CMAP) prepared information, as part of the Homes for a Changing Region Report for the Village of Oak Park, which showed a need for additional rental units for households earning more than \$50,000. The projected units at the rental levels proposed by Sertus Capital will partially fill this unmet need. The Village of Oak Park should have no issues absorbing the additional 270 rental units. The only concern would be increased competition from projects in the City of Chicago. Since the Lake & Forest project rents being proposed are \$231 per month under the market variance for newer City of Chicago rental projects, the Lake & Forest project should compare favorably. Additionally, the number of units and bedroom sizes proposed appears to fit the demand that would be generated for a transit oriented development. It is noteworthy that Whiteco Residential's rental ability during the current recession is extraordinary as they are 95% occupied.

The rental levels of the proposed development are also priced so as to not put undue competition on existing older rental units in the Village which may offer fewer amenities but are usually larger and priced lower. While we will not know exact vacancy rates until multi-family license renewals in mid-September, multi-family building owners and managers that we are currently working with are reporting fewer vacancies and lower turn over in existing units. Additionally, the Housing Center is reporting an increase in rentals in Oak Park

compared to last year at the same time. Both of these factors indicate the return of a healthy rental market. We would encourage the developer's management company to work with the Village's Housing Programs Division and the Oak Park Regional Housing Center to develop an affirmative marketing plan including strategies that would further the Village's commitment to integrated housing.

PARKING; The development requires on-site parking for, 40 studio bedroom units = 40 spaces, 122 one-bedroom units = 153 spaces, 108 two-bedroom units = 162 spaces and 18 spaces for 8,550 sq. ft. of retail space yielding a total base parking requirement of 373 spaces where as the development will contain 288 privately owned parking spaces, in addition to the 300 publicly owned parking spaces, thereby requiring an allowance of 85 parking spaces. The request averages out to be 1.07 parking spaces per unit; where the Zoning Ordinance requirement averages out to be 1.3 parking spaces per unit. In the past the Plan Commission and Village Board have supported a 1:1 ratio between dwelling units and parking spaces in the Greater Downtown Area. This is consistent (and in some cases in excess) with the regional standard set in transit rich districts. With the number of private parking spaces provided, there will be 18 extra spaces above the standard 1:1 ratio that could be used for guest parking, resident's extra cars, I-Go car sharing spaces, or they could be incorporated into the public mix to satisfy their commercial requirement.

In the parking and traffic report the consultant indicates that the proposed site is well situated with respect to the roadway system. They and staff believe that the new plan will not have a detrimental impact on current traffic conditions. Based on their information, there will be an increase in trips (+14) in and out of the development during the AM and PM peak hours compared to the previous traffic study. They also state that there will be a large reduction in trips (-52) on the weekend (Saturday) peak hour relative to the original study.

The parking and traffic report indicates that, based on Village parking studies and their analysis that the 300 public parking spaces will be sufficient to accommodate the peak public parking demand and the majority of the retail demand. They note that at certain times the garage could be full during the week and users would need to seek public parking spaces in the near vicinity. Within 400 feet of the site there are available parking spaces on-street, in surface lots, and structures. However, the weekend parking demand would be less. This is due to the fact that the Lake and Forest garage has several daytime office users during the week that are not present on the weekends.

The Village has not experienced notable parking utilization changes in the Lake and Forest Garage or immediately adjacent publicly managed surface parking lots since the parking demand study of 2009. Therefore, staff concurs that the 300 public parking spaces proposed within the 588 space structure continue to be sufficient and in consideration of the proposed changes in use (e.g. apartments) within the mixed-use development.

Staff concurs that the 288 private parking spaces proposed within the 588 space structure are sufficient with the condition that three spaces be provided for a car sharing/car membership service such as I-Go or Zip Car. Staff notes that the Oak Park Place Apartments (aka Whiteco project) currently utilizes 210 parking spaces in the attached Holley Court Parking Structure for their 200 apartments. Staff is in agreement with the consultant's calculation relative to Whiteco's current utilization ratio of 1:1.05 which is less than proposed by Sertus Capital at 1:1.07. The Holley Court Parking Structure currently has two I-

Go cars available. The concept of "shared parking" within a parking structure is positive and consistent with the direction the Village is taking in regards to management of the parking system. By allowing for and encouraging shared parking, the required number of parking spaces for mixed use developments can be reduced, especially when there is a mix of uses on a single site.

**BUSINESS/DEVELOPMENT; Economic Development – Our Plans.** The 2005 Greater Downtown Master Plan calls for the addition of 1200 residential units to this area specifically targeting this development site for new housing opportunities. The GDTMP states that the addition of housing "brings economic vitality to downtown by fostering 24-hour activity and lively active streets. Urban housing residents help financially support downtown retail, restaurant and other services. The addition of 270 new residential units to this area would bring the total of new residential units added to the area since the GDTMP adoption in 2005 to 600 or 51% of the stated goal.

The GDTMP sites four key requirements for the Housing Framework each of which is met by the proposed development: 1. Building housing over retail and or parking, 2. Locating housing within walking distance of transit, 3. Locating housing new amenities, 4. Providing parking on-site.

Additionally, the 2007 Retail Strategy Report highlights the recruitment of a few select national chain concepts to broaden the market draw and facilitate the recruitment of high-quality independents as a key recommendation. The study states "A carefully selected set of national chain concepts can help set the proper tone or foundation for the intended retail strategy. They add credibility to an area; bring an expanded base of customers which in turn help entice a better quality pool of independents while enhancing their consumer traffic." The addition of 25,000 square feet of Class-A retail space addresses this key recommendation, and will provide significant and critical support to our existing retail base.

**Economic Development – The Numbers.** Staff contends that a \$71M investment at this critical gateway site represents a bold testament to the desirability of the Oak Park Market during a troubled economic time, and will act as a catalyst to attract new development to our community.

Financial institutions have provided credible letters of interest for the financing of the project lending credibility to both the project and to the Oak Park community. The addition of over 200 jobs during the construction phase of the project and the addition of 350 - 400 new permanent employees and residents strengthens both the daytime and evening populations providing additional consumers for local retail. The completed project as presented is projected to generate over \$1.5M.

**TRAFFIC;** In 2007, the Village implemented a new traffic signal timing plan along Lake Street from Marion to Oak Park Avenue. Metro Transportation, a traffic consultant, developed the plan as part of the re-opening of North Marion Street. The intersection of Lake and Marion was also widened to accommodate left turns and an entirely new signal sequence was introduced. Metro also developed the plans for the signal modifications at the corner of Lake and Marion.

The traffic signals on Lake Street are interconnected into a complete traffic signal system that is managed by a central computer. Timing plans are in place for all arterial

streets in the Village with emphasis on traffic progression. Each signalized intersection is equipped with pedestrian crossing signals which are typically activated by push buttons. When activated, additional time is added to the signal to allow for safe passage across the street. Earlier this year, the pedestrian push buttons at 4 intersections on Lake Street were removed and the pedestrian signals were set to operate at all times throughout the day. Having the pedestrian signal activated at all times add approximately 30% more time to the overall signal cycle length at a typical intersection.

Three of the 4 corners where these changes were made are geometrically offset intersections. The signals at these locations operate with three separate phases, each of which has their own pedestrian phase. Because of this, the cycle lengths increase by up to 50%. The likelihood for pedestrians to be crossing at each of the corners at all times of the day and night is extremely low. Operating these corners with the current configuration stops traffic throughout the day and night when there is no pedestrian demand to cross the street. Traffic in the meantime must wait cycle after cycle which adds to the congestion along Lake Street. Operations could be greatly improved by going back to the original configuration.

There is new technology available which would automatically detect pedestrians much the same way as vehicles are detected on the roadway. The cost to add this to a typical corner is about \$30,000. To do this at all 4 corners along Lake Street would add up to \$120,000. Such an investment is minor compared to the overall plans for the area.

**Item Budget Commentary: (Account #; Balance; Cost of contract)** There is no budget associated with the application. If approved, the village financial contribution for the parking structure is determined by the Redevelopment Agreement and ultimately by actual construction costs.

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

Alternative: Staff recommendation is to approve the application and allow the development to occur as modified for all the reasons mentioned above. Approval would initiate the new design and use as proposed. To approve the application and overturn the Plan Commission's recommendation would require a super-majority vote by the Village Board.

**Proposed Recommended Action:**

The Plan Commission voted 4-4 which is a recommendation to deny.

The staff recommendation is to approve the application and overturn the Plan Commission's Recommendation and direct staff to prepare the necessary documents.

However tonight, this item will be reviewed only, seeking any follow-up information required by the Village Board, and then the item will return for consideration at the next Regular Meeting scheduled for January 3, 2012.

Att - Findings of Fact and public comments

SERTUS CAPITAL PARTNERS, LLC.

PROPERTY INVESTMENT & DEVELOPMENT



Via e-mail

November 14, 2011

Mr. Craig Failor  
Village Planner  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302

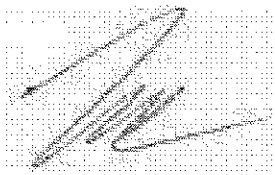
**Re: Amendment to Plan Development Ordinance No. 2010-O-01**

Dear Craig:

Please find attached an explanation of how the program density for the captioned matter was determined. We would greatly appreciate it if you would share this with the members of the Plan Commission and Village Board by making it a matter of the public record for this application for Amendment to the PUD.

Should you have any questions regarding this information, please contact me.

Sincerely,



Michael Glazier  
Principal

CC: Sertus Capital Partners, LLC  
R. Acosta, J. Prescott

## UNIT COUNT DETERMINATION

During the deliberations on the proposed amendment to the Lake and Forest Planned Development questions were raised about the basis on which the Applicant arrived at the proposed 270 units. One Commissioner commented in voting against the amendment, that she was unsure as to why the Applicant sought or needed 270 units. Because of a change in practice before the Plan Commission, the Commission was not allowed to seek the Applicant's input on this topic. The Applicant believes that had the Plan Commission sought this additional information, which is provided below, a different result may have been obtained.

The standards for approval of a Planned Development do not contain a requirement that the Applicant address the question of what is "needed" in terms of density. The proper inquiry as exemplified in the standards for approval is: 1) that there is a demand for the number of units proposed; 2) the proposed number of units does not result in a significant/substantial adverse impact on the community; and 3) that the project is feasible as proposed. Ample evidence was presented, from outside experts as well as Village staff, that there was demand for the proposed number of units. Staff and the Applicant's experts' review of the proposed number of units showed no significant adverse impacts in terms of property values, municipal services, traffic or other items to be considered. Evidence was presented that the project as proposed is feasible. Accordingly, the requirements of the standards were met.

The question regarding how the Applicant arrived at the number of units while not relevant to the standards for approval, however, is understandable. After having determined that a large part of the prior approved use for the site, which included a 140 room hotel and 85 condominium units (the retail component is unchanged), would not be feasible financially in the near and medium term due to the lingering downturn in the hospitality industry and the near collapse of the mortgage market for financing homeowners' purchases of condominiums, Sertus re-evaluated the options for re-purposing its investment in the corner site at Lake + Forest. Generically, the options were to a) allow the approved PUD to lapse and to sell the approximate 25,000 sf vacant lot; b) to redevelop privately the corner lot alone on a by-right basis; or c) amend the existing PUD to allow the project to move forward with a change in use..

Option "c" was selected for a number of reasons. The project site under the approved PUD is attractive for a number of uses as a transit-oriented location in a mature collar community of a major metropolitan area with excellent transit nodes and adequate infrastructure. The Zoning Ordinance, the 1990 Comprehensive Plan and the Greater Downtown Master Plan all envisioned either in this general area or specifically at this site a mixed-use development, which included a residential component. The collapse in the



**Letter to Mr. Craig Failor**

**November 14, 2011**

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condominium market has shifted demand to rental properties. The availability of equity capital and debt, at historically low rates combined with the strong local rental market and demand for such housing, further supported the notion to reprogram the project's use for rental apartments.

Once it was determined there was a benefit to be obtained from reprogramming the site for residential use, the number of units and the envelope to contain the new development program had to be determined. The Greater Downtown Master Plan called for a "catalyst" development at this site. The 1990 Comprehensive Plan identified this area as one suitable for the "highest density" residential and commercial development. Thus, a significant development was envisioned. From a financial perspective, the larger the project the broader the base over which certain development costs could be amortized – in short, and to a point, the larger the better. For example, a key component used by investors and financing sources in evaluating a residential project's feasibility is the land cost per unit. Similarly, from an operational perspective, economies of scale considerations are also achieved with a larger project.

The approved 2010 Plan Development authorized a development envelop that was determined to be appropriate for the site in terms of height and massing and their related impacts. Thus, it was reasonable to test that envelope for the new program. To help in this evaluation, Gensler Architects, a well-respected international design firm with an active presence in the Chicago area and a strong focus in multi-family project design was selected. (Epstein, the architect of the approved plan, since our gaining approved in March 2010, had laid off the project's principal design architect.) Gensler provided a "test fit" for the project, whereby they created a blocking plan to layout a preliminary mix of studio, one- and two-bedroom units within the required code parameters for this building type, such as corridor length, means of egress and elevator systems. Gensler's initial test fit yielded 269 units (20% studio, 40% one- and 40% two-bedroom units).

After the number of units was initially tested, parking for that number of units was evaluated to determine whether any additional parking beyond the 210 spaces already approved in the PUD would need to be added to achieve an acceptable ratio of private spaces to apartments. After a review of comparable situations it was determined that additional parking would be needed for the number of units. Gensler then evaluated the previously approved building envelope and through the re-purposing of the prior mezzanine and hotel back-of-house space to parking area, the number of parking spaces was increased by 78 spaces to 288.

So with a preliminary determination of a program for the project, we approached the Village (staff and designated board members) to discuss the change in use and the parameters for such change. Once we agreed on the outline of program changes, and other business aspects of the RDA, , we negotiated the revised program into an amended

**Letter to Mr. Craig Failor**

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**Page 4 of 4**

and restated RDA that provided for no less than 250 and no more than 270 units and 588 parking spaces for the building.

Formal studies were commissioned to again test the demand for the number of units and the distribution among unit types as well as the parking ratio. The Tracy Cross Market Study revealed four important observations: 1) that Oak Park was, like much of Greater Chicago, underserved in the supply of new rental housing over the past 15 years; 2) that a higher count of 270 versus 250 units was optimal for this transit-oriented project site; 3) that 3 bedroom units with higher average monthly rents would appeal to a much more limited market segment than other unit types; and 4) that with current and projected market demand, the proposed unit count and a recommended unit mix would be well absorbed in an acceptable time frame (between 16 and 20 months after construction completion, depending on rents). Generally, the results of the Tracy Cross study were later echoed by the Staff based on its own review.

Regarding traffic and parking, KLOA was asked to evaluate the new program. Its study concluded that there would be minimal traffic impact from that previously approved for the site. The proposed parking was also found to be sufficient by KLOA and Village staff.

Thus, the number of units was informed by the nature of the site, the Village's plans and the prior approval. It was tested by the project architects, outside consultants and project staff. A similar review was pursued regarding the parking to be provided. The resulting program was then tested with financial sources, to the extent such review could be secured prior to completion of the entitlement process. Typically, an institutional equity investor would not undertake significant underwriting of a project of this nature until all relevant zoning and entitlements are approved. In this case, however, because of what most parties noted as the high level of feasibility compared with a multitude of other projects they were bidding on, we had 15 parties request information resulting to date in two Letters of Interest – one of which has been provided to the Plan Commission -- accompanied by 2 out of state site visits.

So in conclusion, Sertus took a number of steps to carefully evaluate the need, mix and configuration for the proposed density of 270 units and 288 parking spaces. Had that process of evaluation yielded data that was not supportive of the proposed density, Sertus would have modified its program accordingly.

# The Case for Multifamily Housing



Urban Land  
Institute

## About ULI—the Urban Land Institute

ULI—the Urban Land Institute is a non-profit education and research institute that is supported by its members. Its mission is to provide responsible leadership in the use of land in order to enhance the total environment.

ULI sponsors education programs and forums to encourage an open international exchange of ideas and sharing of experiences; initiates research that anticipates emerging land use trends and issues and proposes creative solutions based on that research; provides advisory services; and publishes a wide variety of materials to disseminate information on land use and development. Established in 1936, the Institute today has more than 17,000 members and associates from some 60 countries representing the entire spectrum of the land use and development disciplines.

Richard M. Rosan  
*President*

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*Cover photograph: Governor's Green, Bowie,  
Maryland; courtesy of Archstone-Smith.*

# The Case for Multifamily Housing: Preface

It has been said that there are two things Americans hate about growth: sprawl and high density. Unfortunately, most Americans do not fully comprehend the irony in this statement or the inverse relationship between the two concepts. Low-density housing development is the main component and driver of sprawl. In many communities, however, local opposition and regulatory barriers have made it difficult to build the higher-density multifamily housing that many people need and want. Community frustrations about the problems associated with low-density sprawl, including traffic congestion, crowded schools, and air pollution, are often taken out—in a misguided way—on higher-density housing proposals. Some people also fear that multifamily housing will have negative effects on the property values of single-family homes and are concerned about new residents moving to the community. Much of the opposition is based on a lack of understanding about the demand for such housing, a lack of experience with the multifamily products produced by today's building community, and a lack of understanding of the relationship between sprawl and density.

This publication addresses some of the common concerns about multifamily housing and discusses some of the advantages this type of housing can offer. Its purpose is to provide factual information to citizen groups, public officials, members of the development community, and others.

Multifamily housing is defined here as housing that is built for rent or for sale at market prices and densities ranging from ten to 100 or more units per acre. The types of dwelling units included range from garden apartments and condominiums with surface or integral garage parking built at ten to 30 units per acre to mid-rise apartment and condominium structures of three to six stories built at 30 to more than 100 units per acre to high-rise apartment and condominium structures of more than six stories built at more than 100 units per acre.

Multifamily living often is the best or preferred housing solution for many people at different stages in their lives for a variety of reasons. It provides an important housing option for young people just starting out in a career or saving to buy a home, as well as for senior citizens who no longer care to maintain a single-family home yet want to remain near their children and grandchildren. Indeed, many people, in general, will find that at some point in their lives multifamily housing serves their needs. Ensuring that this important housing option remains available to those who need it is the purpose of this publication.

**Richard M. Haughey**

*Director of Multifamily Development*

# Executive Summary

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## **Multifamily housing is a key component of smart growth.**

- Well-planned, higher-density housing in areas designated for growth has always been an integral component of smart growth.
- By housing more people on less land, multifamily housing developments make it possible to preserve more open space and natural features than do single-family housing developments.
- Multifamily housing reduces development pressure on the remaining undeveloped land in a region.
- Multifamily housing usually requires less public infrastructure, including roads, sewer and water pipes, and electricity and gas lines.
- Multifamily housing makes it financially feasible to integrate commercial and retail uses into a neighborhood.
- Multifamily housing has a smaller per-housing-unit fiscal impact on local governments than single-family homes because it has a smaller impact on local schools. In many cases, apartment and condominium residents effectively subsidize the education of children from single-family homes.

---

## **Multifamily housing is needed and is preferred by many people today.**

- Married couples with children have been declining in number since 1970 and now account for just one-quarter of the American population.
- Nontraditional households have been growing in number every decade and, taken as a whole, make up the new majority.
- For the past five years, households making \$50,000 per year or more have been the fastest-growing segment of the apartment market.
- The population at the traditional age for renting (age 20 to 29)—the echo boomers—is expected to increase 11 percent between 2000 and 2010.
- Some baby boomers will choose to downsize to an apartment or condominium after their children leave the “nest”; others will purchase or lease multifamily homes as second homes.
- Multifamily housing allows seniors to remain in their neighborhoods through the different stages of their lives without the hassle of maintaining single-family housing.
- Over 13 million immigrants came to the United States in the 1990s; most new immigrants lack the capital required for sustaining the demands of homeownership and will remain renters for ten to 15 years before they can afford to become homeowners.

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## **Multifamily development often is more environmentally friendly than low-density development.**

- Multifamily development tends to be more compact than single-family housing development, thereby creating less land disturbance and fewer impervious surfaces.
- Multifamily residents tend to drive fewer miles per unit and also tend to use public transportation more frequently than residents of single-family housing.
- Smaller multifamily units use less electricity and apartment residents in general use less water per unit than single-family homes.
- Multifamily housing creates efficiencies that make it easier and more affordable to pick up trash and recyclables, and to pick up and deliver mail.

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## **Multifamily housing choices are important to the economic vitality of the larger community.**

- Access to a large and diverse labor pool has become the most important factor in making corporate decisions on business locations.
- The number one problem facing the labor pool today is housing affordability.
- Failing to provide a balanced range of attractive housing options makes a region less appealing to businesses while also driving up land and housing prices, thus promoting de facto segregation based on household income and type.
- Where alternatives to expensive single-family homes are not available, many households are forced to move farther away from employment centers to find affordable housing, creating traffic and pollution problems as well as a lower quality of life and a decline in worker morale.
- If the affordable housing situation is bad enough, businesses may be forced to relocate to areas with less expensive housing markets.



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### **Multifamily housing can help minimize areawide traffic congestion.**

- While it may increase traffic at an individual site, multifamily housing can significantly relieve overall regional traffic congestion.
- When affordable housing choices near job centers are in short supply, workers must live in distant locations where housing is more affordable, resulting in long, frustrating, and expensive commutes and contributing to areawide traffic congestion.
- Multifamily housing allows more people to live in housing they can afford that is near their work.
- Multifamily housing developments that are clustered along transportation corridors make various kinds of mass transportation feasible.
- Multifamily residents average one motor vehicle per household, while owner-occupied households average two vehicles.
- Single-family housing is likely to generate an average of ten auto trips per weekday while apartments generate only seven; high-rise apartments generate even fewer trips, averaging only four trips per day.
- The availability of recreational facilities—including fitness centers, pools, and picnic areas—within the multifamily community reduces the need for auto trips as most residents can walk to these amenities.

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### **Multifamily housing enables communities to provide housing that is affordable to a wider range of incomes.**

- In parts of the country where economic growth typically is strongest, the labor force critical to sustaining the economy cannot find reasonably priced housing or cannot locate within an appropriate commuting distance of jobs.
- Households depending on a single salary such as that of a teacher or a police officer cannot afford to buy a median-priced home in two-thirds of the metropolitan areas in America.
- Working families with a critical housing need, defined as having to spend more than half their income on housing or living in substandard housing, increased by 60 percent to 4.8 million households.
- Under financial pressures, households typically are forced to move farther out from their jobs, enduring long commutes that aggravate existing traffic problems, or to double up and endure crowded housing conditions.
- Apartments and condominiums play an important role in housing the workforce. They have been providing “workforce housing” for decades, long before the term was coined.

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### **Well-designed multifamily housing can be an attractive and compatible addition to the community.**

- Multifamily housing has come a long way from the plain brick boxes of the past; the design of today’s apartments and condominiums is much more creative and sensitive to neighborhood context.
- Multifamily structures allow greater flexibility in siting buildings, which makes it possible to preserve open space and distinctive natural features of the site such as hillsides, streams, or stands of trees.
- Visual preference surveys have demonstrated that consumers, when shown well-designed visual images of high-density communities and low-density communities, often prefer the high-density communities.
- Many multifamily housing communities were constructed using principles consistent with the new urbanist movement. Multifamily housing has an important role to play in new urbanist communities of the future.
- There is no discernible difference in price appreciation of single-family housing located near multifamily buildings and that of homes not located close to multifamily housing.

# Multifamily housing is a key component of smart growth.

The smart growth movement emerged in the 1990s in response to the unintentional consequences of growth. The movement holds as its goals the preservation of high-quality open space, the more efficient use of infrastructure, the redevelopment of infill sites, and the integration of housing development with commercial uses and public transportation to reduce auto dependency and to increasing the walkability of neighborhoods. One of the keys to achieving these goals is to increase housing density in appropriate areas. As the densest housing type, multifamily housing provides the best opportunity to concentrate housing density.

During the early stages of the smart growth movement, its goals often were misinterpreted as antigrowth. Many embraced the concept of open-space preservation but not the increased housing density needed to make it work. Some communities that adopted this incomplete interpretation of smart growth are now

enduring severe housing shortages and affordability problems that may negatively affect their regional economies. Well-planned, higher-density housing in areas designated for growth has always been an integral component of smart growth. Indeed, it provides the tool with which smart growth goals can be achieved.

Smart growth inherently requires a tradeoff between the populated core areas of a metropolitan area and the greener periphery. Growth must be funneled away from open space at the

fringe and directed to the urban core, which often is underused and generally has the infrastructure in place to support it.

By housing more people on less land, multifamily housing development allows more natural features of a site to be preserved in common areas and in protected open space than does a typical single-family housing development. In addition, multifamily housing helps to satisfy a portion of overall housing market demand, thereby reducing development pressure on the remaining undeveloped land in a region.

Because of its compact development form, multifamily housing usually requires less public infrastructure, including roads, sewer and water pipes, and electricity and gas lines.<sup>1</sup> In addition, because retail and commercial uses require high concentrations of housing units within a short com-

**Ratio of Apartment Effective Tax Rate (ETR) to Single-Family Home ETR in Selected States**  
(1.0 Indicates Rates Are Same)

	National Average	New York	Minnesota	South Carolina	Florida	Texas
Apartments/ Single-Family Effective Tax Rate	1.97	5.96	3.49	2.87	1.8	1.67

Source: Minnesota Taxpayers Association, 1998 State Property Tax Comparison Study.

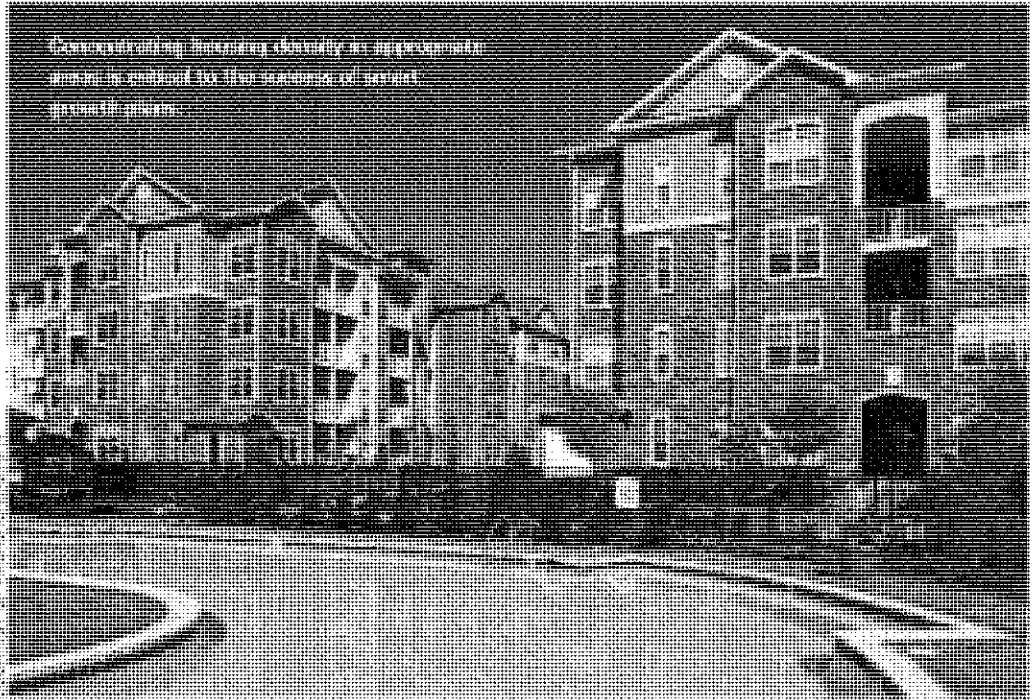
**Number of School-Age Children per 100 New Housing Units**

Owner-Occupied Single-Family Homes	Apartments	Mid- to High-Rise Apartments
64	21	19

Source: NMHC tabulations of 1999 American Housing Survey (Washington, D.C.: U.S. Bureau of the Census and U.S. Department of Housing and Urban Development, 1999).



muting distance, multifamily housing makes it financially feasible to incorporate these uses into the neighborhood. This, in turn, creates efficiencies: for example, it reduces the number and distance of automobile trips required by residents, thereby reducing traffic and air pollution and creating more free time for residents. Public transportation also works more efficiently when density is concentrated. Mass transit requires a large number of riders within a relatively compact area to be financially viable, while low-density subdivisions have too few people spread over too large an area to be served effectively by mass transit. All of these efficiencies result in less automobile dependency.



In addition to requiring less public infrastructure, multifamily housing has a smaller per-housing-unit fiscal impact on local governments than single-family homes. Many apartment owners pay for services, such as trash removal, that often are provided as a government service to single-family communities. Also, multifamily communities have a smaller impact on local schools, which are the single largest expenditure for local governments.<sup>2</sup> Apartments average only 21 school-age children per 100 new apartments, compared with 64 school-age children per 100 new single-family houses. New mid- to high-rise apartments average even fewer children: 19 school-age children per 100 apartments.<sup>3</sup> Although apartment residents do not pay property taxes directly, apartment owners do. To be sure, these taxes are passed on to residents in their rents. Since apartments frequently are considered commercial uses, many are taxed at a higher rate than residentially assessed properties. Many apartments are taxed more per square foot than single-family dwellings. Condominium owners, of course, pay property taxes directly. In many cases, apartment and condominium residents effectively subsidize the education of children from single-family dwellings.

*Well-planned, higher-density housing in areas designated for growth has always been an integral component of smart growth. Indeed, it provides the tool with which smart growth goals can be achieved.*

## Multifamily housing is needed and is preferred by many people today.

**T**hirty years ago, married couples with children represented the typical American household. This household type overwhelmingly preferred—and indeed still does prefer—to live in single-family homes. However, the 2000 U.S. Census reveals that this household type as a group has been decreasing in number since 1970 and now accounts for just one-quarter of the American population.<sup>4</sup> Meanwhile, nontraditional households have been growing in number every decade and, taken as a whole, make up the new majority. Nontraditional households include childless couples, single parents, people who live alone—including singles, divorcees, widows, and widowers—and nonfamily/nonrelated households. Today, there are more than twice as many adult men and women who have never been married as there were in 1950. Overall, there are roughly three times as

many widowed and divorced men and women today as there were in 1950.<sup>5</sup> In the 1990s, two-thirds of all new households were headed by single adults or single parents with families.<sup>6</sup> All of these household types are the households most likely to choose multifamily housing.<sup>7</sup>

Multifamily living often is the best or preferred solution to the economic or lifestyle choices that everyone faces over time. Many people at some point in their lives—as children, as single parents, as empty nesters, etc.—will fit into one or more of the categories of smaller households mentioned above. Census data confirm that these smaller households are

becoming the norm. The average household size in the United States has declined significantly—from 4.76 people in 1900 to 2.59 people in 2000.<sup>8</sup>

There are significant demographic trends that indicate a continuing and growing demand for multifamily housing. One of the most important is the dramatic trend of immigration. The 2000 census revealed that the 1990s experienced the greatest burst of immigration in American history. More than 13 million legal and illegal immigrants came to the United States in the 1990s,<sup>9</sup> and 8 million of them joined the U.S. workforce. In fact, eight out of ten new male workers in the 1990s were immigrants who arrived in the United States during the decade.<sup>10</sup> (That the September 11 tragedy might slow immigration has thus far proven unfounded.) Since the 2000 census, more than 2 million immigrants have come



Higher-income households constitute the fastest-growing segment of the apartment market. Many of these households want luxury amenities and choose urban living for the convenient lifestyle it offers.

to the United States.<sup>11</sup> If that pace continues, the immigration rate throughout the 2000s should exceed the rate of the 1990s. Most immigrants lack the capital required to sustain homeownership and will remain renters for more than ten years before they can afford to become homeowners.<sup>12</sup> These new American citizens and the probable influx of more immigrants in the future should continue to provide significant demand for rental multifamily housing.

A further trend is the growth of the market for those who prefer to rent. The 1990s saw significant growing demand for upscale apartments with all of the amenities found in single-family homes and more. For the past five years, households making \$50,000 per year or more have constituted the fastest-growing segment of the apartment market.<sup>13</sup> Many renters in this income bracket who could afford to purchase single-family housing chose instead to rent. In fact, in a recent Fannie Mae National Housing Survey, fully 41 percent of renters surveyed said they rent as a matter of choice and not because of circumstances. This figure is up significantly from the 32 percent in the 2000 survey and the 28 percent in the 1999 survey who said renting was a matter of choice.<sup>14</sup> Many in this category also are part of the "back to the city movement" of renters who have returned to the city to enjoy the amenities of urban living. Many urban and suburban renters by choice want the carefree convenient lifestyle of apartment living, including proximity to work, entertainment, culture, and transportation. Others cite a desire to be free from the expense of maintaining a house. The 1997 tax law changes provide yet another compelling reason cited by renters. The first \$500,000 of capital gains on homes sold by joint filers (\$250,000 for single filers) is now exempt from taxes. Freed from the prospect of incurring a huge tax liability, many are opting to leave behind ownership chores like cutting the grass and shoveling the snow in favor of renting.

People between the ages of 20 and 29 traditionally have been the group most likely to rent an apartment. A major trend influencing future demand for multifamily housing is the fact that after more than two decades of declining numbers, this demographic group, known as the echo boomers, is expected to increase 11 percent between 2000 and 2010.<sup>15</sup> This group is almost as large as the largest demographic group in the country: the baby boomers, parents of the

**Households by Type: Selected Years, 1970–2000**  
(Percentage Distribution)

Household Type	1970	1980	1990	2000
Married Couples with Children	40.3%	30.9%	26.3%	24.1%
Married Couples w/o Children	30.3	29.9	29.8	28.7
Other Family Households	10.6	12.9	14.8	16.0
Men Living Alone	5.6	8.6	9.7	10.7
Women Living Alone	11.5	14.0	14.9	14.8
Other Nonfamily Households	1.7	3.6	4.6	5.7

Source: U.S. Bureau of the Census, *Current Population Survey, March Supplements: 1970–2000* (Washington, D.C.: author, various years).

*Multifamily living often is the best or preferred solution to the economic or lifestyle choices that everyone faces over time.*

### Why People Rent Apartments

Reason	Percentage of Total
Circumstance	51%
Choice	41
Neither	7
Not Sure	1

Source: Fannie Mae, *Fannie Mae National Housing Survey 2001* (Washington, D.C.: author, 2001).

echo boomers. Baby boomers will likely live in single-family dwellings; however, as they move into their 50s and 60s and their children leave home, some will choose to downsize to an apartment or condominium for a more carefree lifestyle. Others may decide to purchase or rent a multifamily home as a second vacation or semiretirement home. During the 1990s, the number of second homes increased faster than the rate of increase in the overall housing supply.<sup>16</sup> Because baby boomers represent the largest demographic group in the country, even a small percentage choosing to move to multifamily homes represents a significant number of households.

Many seniors choose multifamily housing for the same reasons that aging baby boomers choose it. Eighty-six percent of older Americans surveyed prefer to remain in the familiar neighborhoods where they have been living and age in place (65 percent of them have lived in the same community for more than 20 years).<sup>17</sup> Many find, however, that they no longer need or can maintain the family home. Multifamily housing allows seniors to remain in their neighborhoods through the different stages of their lives without the hassle of maintaining single-family housing.

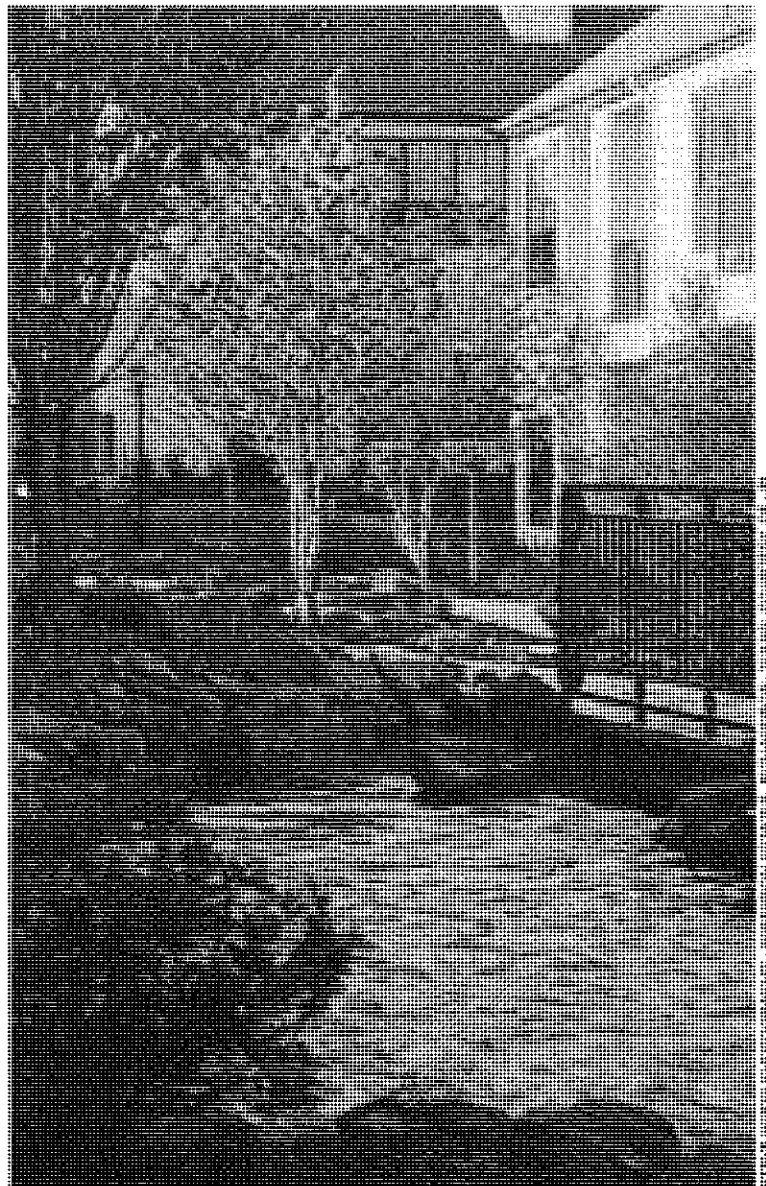
## Multifamily development often is more environmentally friendly than low-density development.

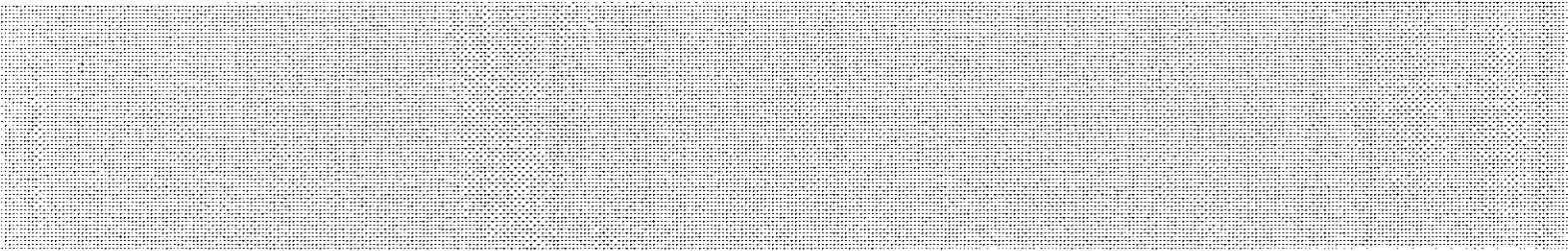
**M**ultifamily housing development generally is less environmentally disruptive than a comparable number of units of scattered low-density development. Because multifamily development, by design, houses more people per square acre than single-family housing development, it creates less land disturbance and fewer impervious surfaces. It tends to require less impervious roadway and to preserve more contiguous and useful open space than single-family developments. Housing more people on less land, multifamily development requires less costly infrastructure (water and sewer lines, roadways, electric and gas lines) to support. From a regional perspective, multifamily housing developments combat sprawl by providing a denser housing mix. And they satisfy regional market demand for housing, thereby reducing overall development pressure on remaining open lands.

Besides the loss of open space and the fragmentation of wildlife habitats, one of the greatest environmental threats posed by new development is urban runoff. Pollutants and sediment runoff are increased by the loss of forest cover and the introduction of impervious surfaces, such as roofs and roads. Low-density, single-family development tends to create more impervious surface area than compact high-density development. In fact, a study for the state of New Jersey reports that compact development can achieve a 30 percent reduction in runoff compared with conventional suburban development.<sup>18</sup>

To illustrate just how multifamily developments can be greener, consider the following example of two neighborhoods, one single-family and one multifamily. Each provides 40 dwelling units. Assume that multifamily zoning permits 20 units per acre and single-family zoning permits four units per acre (typical permitted densities in many areas). To construct the 40 units of multifamily housing, two acres of land are needed; however, to construct a comparable number of single-family homes, ten acres of land are needed. A portion of both properties must be cleared and graded for development, but much more land must be cleared for the single-family homes to account for the

Compact multifamily housing development provides opportunities to preserve high-quality usable open space.





larger housing units, the horizontal nature of the homes, the additional roads and driveways, and the yards. A typical single-family home is one to two stories high and contains more than 2,000 square feet, resulting in a big footprint of disturbed land. In addition, a frontyard and a backyard, prerequisites for most single-family homes, will be graded. Multifamily housing can range from two to 50 or more stories in height and individual units tend to be significantly smaller than 2,000 square feet, requiring a much smaller footprint and causing less land disturbance. In addition, no individual yards are required and fewer roads are needed, creating significantly fewer impervious surfaces.

There are tangential environmental benefits to multifamily housing as well. Because multifamily housing tends to be located close to retail, jobs, entertainment, culture, and service uses, residents tend to drive fewer miles per unit and to use public transportation more. All of these factors in turn keep down the

*Multifamily housing development generally is less environmentally disruptive than a comparable number of units of scattered low-density development.*

amount of traffic and air pollution created by multifamily residents. Because the average size of a condominium or apartment is significantly smaller than the average single-family home, most units use less electricity than single-family houses. Studies also have shown that apartment residents use less water per unit than single-family-home residents.<sup>19</sup> Efficiencies are created for trash pickup, recycling, and mail service as well. Certainly, many multifamily developments have landscaping that requires regular watering and maintenance, but they consume significantly less water than a comparable single-family subdivision with its variety of water uses.



# Multifamily housing choices are important to the economic vitality of the larger community.

Cities, counties, and states are in increasingly heated competition to attract companies to their areas. Good paying jobs, increased property and income taxes, and an improved quality of life for local residents are the expected pay-

backs local governments hope to receive when a major employer decides to locate in their area. In the past, economic development officials would offer tax exemptions or abatements as incentives to convince companies to choose their location. Today, although taxes and the general business climate are still important, access to a large and diverse labor pool has become the most important factor in making corporate decisions on location.<sup>20</sup> And the number one problem facing the labor pool today is housing affordability.<sup>21</sup> Accessible jobs and affordable housing are, therefore, inextricably related.<sup>22</sup> A recent survey by the New York State Controller found that 86 percent of New York businesses surveyed cited housing costs as a serious deterrent to attracting firms to New York. Additional surveys in the suburbs of Chicago and Detroit have found similar results.<sup>23</sup>

Multifamily housing typically, although not always, is more affordable than single-family housing and therefore represents a major economic development tool for cities, counties, and states.

Most companies employ workers with a wide range of skills and pay them a wide range of salaries. Companies seek business locations that can provide attractive housing opportunities for all of their employees, from administrative staff to executive management. Many communities, however, have failed to provide affordable housing options to low- and middle-income workers. Often, this is the unfortunate result of elected officials' succumbing to community opposition to high-density housing, especially to multifamily rental apartments.



AUSTIN RANCH, DALLAS, TEXAS; COURTESY OF BILLINGSLEY COMPANY

A balanced range of housing options makes a region more attractive to businesses.

## Most Important Factors in Corporate Location Decisions

Labor Availability and Productivity	60%
Favorable Operating Costs	58%
Customer/Client Opportunities	38%
Transportation Access	35%
Physical Viability of Site	33%
Infrastructure Capacity	31%

Source: PricewaterhouseCoopers, *Trendsetter Barometer* (New York: author, September 30, 2002).

*Multifamily housing typically, although not always, is more affordable than single-family housing and therefore represents a major economic development tool for cities, counties, and states.*

When communities fail to provide a balanced range of attractive housing options to households in all income groups, the region becomes less appealing to businesses. A lack of adequate housing for low- and middle-income workers drives up land and housing prices, further exacerbating housing affordability issues for workers with higher incomes. Such shortsighted and self-centered policies result in de facto segregation based on household income and type.

Local officials who fail to plan for or permit multifamily housing and who enact restrictive local development regulations force multifamily housing to be constructed even farther from the urban and suburban cores, worsening regional sprawl and traffic congestion. A recent report from the Harvard Institute of Economic Research posits that homes are expensive in high-cost areas primarily because of government regulation, that is, zoning.<sup>24</sup> Though such planning and regulations often are deliberate, the combined unintentional consequences can be detrimental to the overall community's economic vitality in the long term.

**Problems Facing Working Families**

	<b>Percentage Reporting Problem as "Very Big" or "Fairly Big"</b>
Lack of Affordable Homes for Low- /Moderate-Income Households	41%
Affordable Health Care for Low- /Moderate-Income Households	39
Job Layoffs/High Unemployment	34
Crime	20
Pollution	21

Source: Fannie Mae Foundation, *Results of the Fannie Mae Foundation Affordable Housing Survey* (Washington, D.C.: author, 2002).

Where alternatives to expensive single-family homes are not available, many households are forced to move farther away from employment centers to find affordable housing, creating traffic and pollution problems. The quality of life and worker morale suffer. While the effect of the problem used to be limited to low-wage workers, today many middle-income workers, such as teachers, firefighters, and nurses, cannot afford housing near their work. If the lack of affordable housing near employment centers becomes severe, a

labor shortage will result that then will require employers to pay higher wages to attract scarce workers.<sup>25</sup> Higher wage scales ultimately will drive up the costs of many goods and services.<sup>26</sup> Businesses eventually may be forced to relocate to areas with less expensive housing markets.<sup>27</sup> Such relocation decisions often have a negative impact on the regional economy.



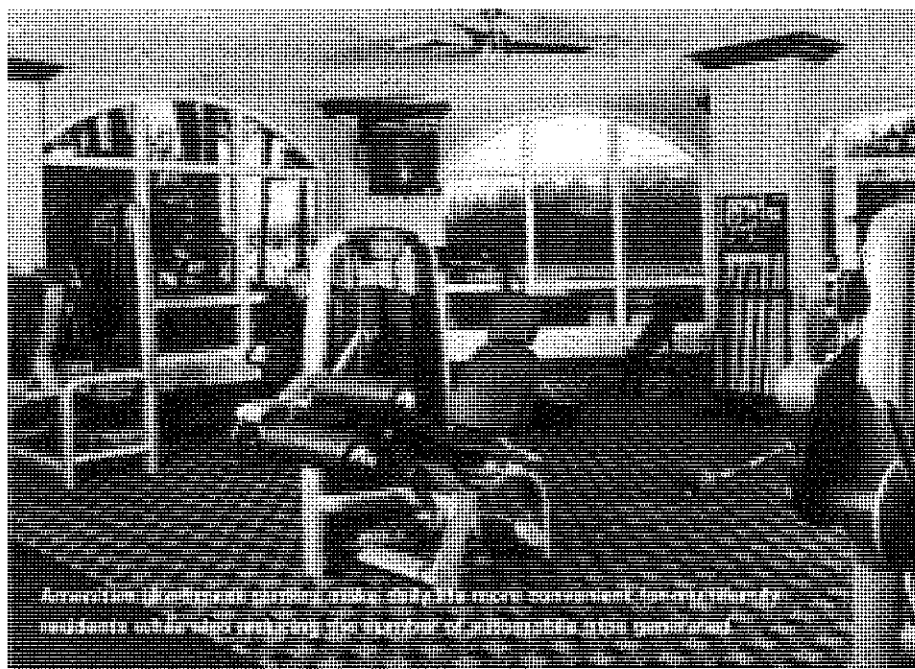
# Multifamily housing can help minimize areawide traffic congestion.

There is a prevailing belief that multifamily housing contributes to a community's traffic problems. In fact, while it may increase traffic at an individual site, multifamily housing can significantly relieve overall regional traffic congestion.

If workers are forced to commute long distances because of a lack of affordable housing near their jobs, they contribute to increased areawide traffic congestion. As more cars crisscross the community from distant homes to work, everyone's commute becomes more difficult, more fuel is consumed, air pollution problems are exacerbated, a feeling of crowding and frustration is created, and the overall quality of life for a region declines.

Multifamily housing allows more people to live in housing they can afford that is near their work. In addition, when multifamily housing developments are clustered along transportation corridors, various kinds of mass transportation become feasible. Low-density development cannot be economically served by mass transportation because great distances must be traveled to benefit comparatively few riders. Nodes of multifamily housing provide efficient locations for bus stops and possibly other mass transportation alternatives as well. In addition, many multifamily developments now offer high-speed Internet access and business centers that make telecommuting a more realistic alternative than it has been in the past. Telecommuting introduces the option of eliminating or reducing the number of trips to and from work.

Residents of multifamily housing tend to own fewer cars and to use them less often. Multifamily residents average one motor vehicle per household, while owner-occupied households average two vehicles.<sup>28</sup> The Institute of Transportation Engineers estimates that single-family housing is likely to generate an average of ten auto trips per weekday compared with seven for an apartment. High-rise apartments generate even fewer, averaging only four trips per day.<sup>29</sup> Higher-density housing developments located near transit corridors, on infill sites or in mixed-use centers, allow more people pedestrian or transit access to employ-



SUNRISE HARBOR, FORT LAUDERDALE, FLORIDA. COURTESY OF STILES CORPORATION

Average Number of Vehicles by Housing Type	
Single-Family Homes	Apartments
2	1

Source: NMHC tabulations of 1999 American Housing Survey (Washington, D.C.: U.S. Bureau of the Census and U.S. Department of Housing and Urban Development, 1999).

*Residents of multifamily housing tend to own fewer cars and to use them less frequently. Multifamily residents average one motor vehicle per household, while owner-occupied households average two vehicles.*

ment, shopping, services, and leisure activities, thus reducing dependence on the automobile.

With higher densities, the developer can find it economically feasible to provide common facilities and recreational amenities. The range of amenities—which can include swimming pools, playgrounds, tennis courts, health facilities, and on-site convenience stores and services—is not typical of low-density, single-family neighborhoods, with the exception of master-planned communities. The availability of such facilities within the development reduces the need for auto trips as most residents can walk to these popular amenities.

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**Weekday Vehicle Trip Generation by Housing Type**

<b>Single-Family Homes</b>	<b>Apartments</b>	<b>High-Rise Apartments</b>
10	7	4

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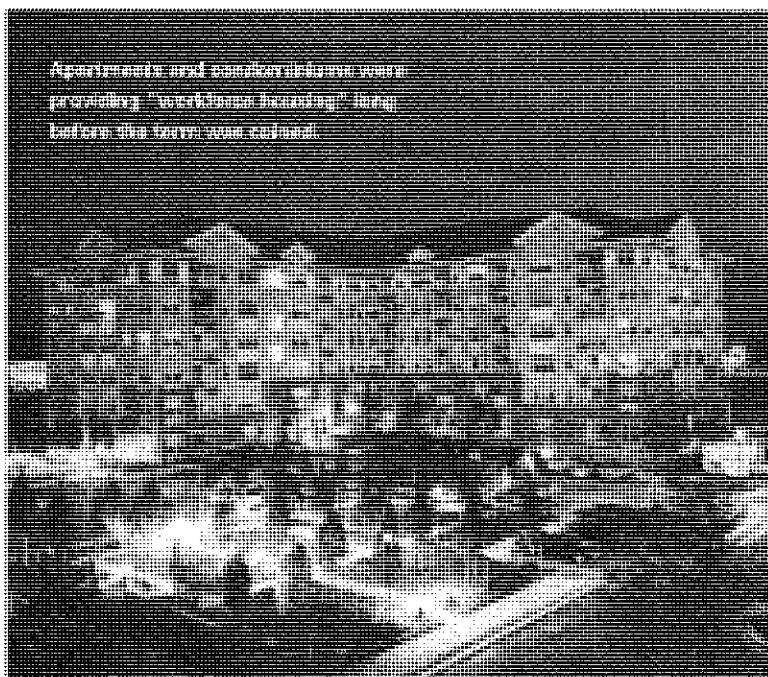
*Source:* Institute of Traffic Engineers, *Trip Generation*, 6th Edition, Volume 1 of 3 (Washington, D.C.: ITE, 1997), pp. 262, 299, 342.

## Multifamily housing enables communities to provide housing that is affordable to a wider range of incomes.

The 1990s saw the longest-running economic expansion in the nation's history, with over 21 million new jobs created.<sup>30</sup> Despite the economic prosperity, or perhaps because of it, the problem of housing affordability worsened.<sup>31</sup> In parts of the country where economic growth was the strongest, the labor force critical to sustaining the economy either could not find housing that was reasonably priced or could not locate within an appropriate commuting distance of their jobs.<sup>32</sup> Although historically low interest rates and favorable federal policies have led to historically high rates of homeownership,<sup>33</sup> the rapid appreciation of home prices in many major metropolitan areas has shut many low- and middle-income workers out of the market. In California, for instance, only 28 percent of all households can afford to purchase a median-priced home.<sup>34</sup>

*Households depending on a single salary such as that of a teacher or a police officer cannot afford to buy a median-priced home in two-thirds of the metropolitan areas in America.*

The Center for Housing Policy confirms that working families are being squeezed. It reports that from 1997 to 2001, the number of working families with a critical housing need—defined as having to spend more than half their income on housing or living in substandard housing—increased by 60 percent to 4.8 million households.<sup>35</sup> Households depending on a single salary such as that of a teacher or a police officer cannot afford to buy a median-priced home in two-thirds of the metropolitan areas in America. Nurses, for example, are priced out of all but



**Multiple of Salary Needed to Purchase Median-Priced Home in Least Affordable Metropolitan Areas**

<b>Metropolitan Areas</b>	<b>Multiple of Salary Required to Afford Median-Priced Home</b>
<b>Janitor</b>	
San Francisco, CA	7.0
San Jose, CA	6.9
Orange County, CA	5.5
Oakland, CA	4.2
San Diego, CA	4.1
<b>Teacher</b>	
San Francisco, CA	3.5
San Jose, CA	2.6
Orange County, CA	2.0
Oakland, CA	2.0
San Diego, CA	1.6
Washington, DC-MD-VA	1.6
Seattle-Bellevue-Everett, WA	1.6
Raleigh-Durham-Chapel Hill, NC	1.6
<b>Police Officer</b>	
San Jose, CA	2.4
San Francisco, CA	2.1
Seattle-Bellevue-Everett, WA	1.9
Raleigh-Durham-Chapel Hill, NC	1.6
Los Angeles-Long Beach, CA	1.5
Charlotte, NC-SC	1.5
Boston, MA-NH	1.5
<b>Licensed Practical Nurse</b>	
San Francisco, CA	7.5
San Jose, CA	7.0
Orange County, CA	2.3
Oakland, CA	2.2
San Diego, CA	2.1
Seattle-Bellevue-Everett, WA	2.0
<b>Retail Salesperson</b>	
San Francisco, CA	7.5
San Jose, CA	7.0
Oakland, CA	5.0
Orange County, CA	4.7
San Diego, CA	4.2
Los Angeles-Long Beach, CA	3.8

the lowest cost-to-income markets, while janitors and retail salespersons cannot afford to purchase a home across the board.<sup>36</sup> These households are an integral part of the community and provide essential government, retail, and business services that are associated with a high quality of life for everyone.<sup>37</sup>

Multifamily housing is usually, although not always, a more affordable housing option than single-family housing for providing housing opportunities to a wide range of incomes. Apartments and condominiums were providing “workforce housing” long before the term was coined. When affordable multifamily options are not available, households are forced either to move farther out, enduring long commutes that aggravate existing traffic problems, or to double up and endure crowded housing conditions. If the situation is bad enough, they move to a more affordable community, leaving behind a labor shortage and all of the problems associated with it.

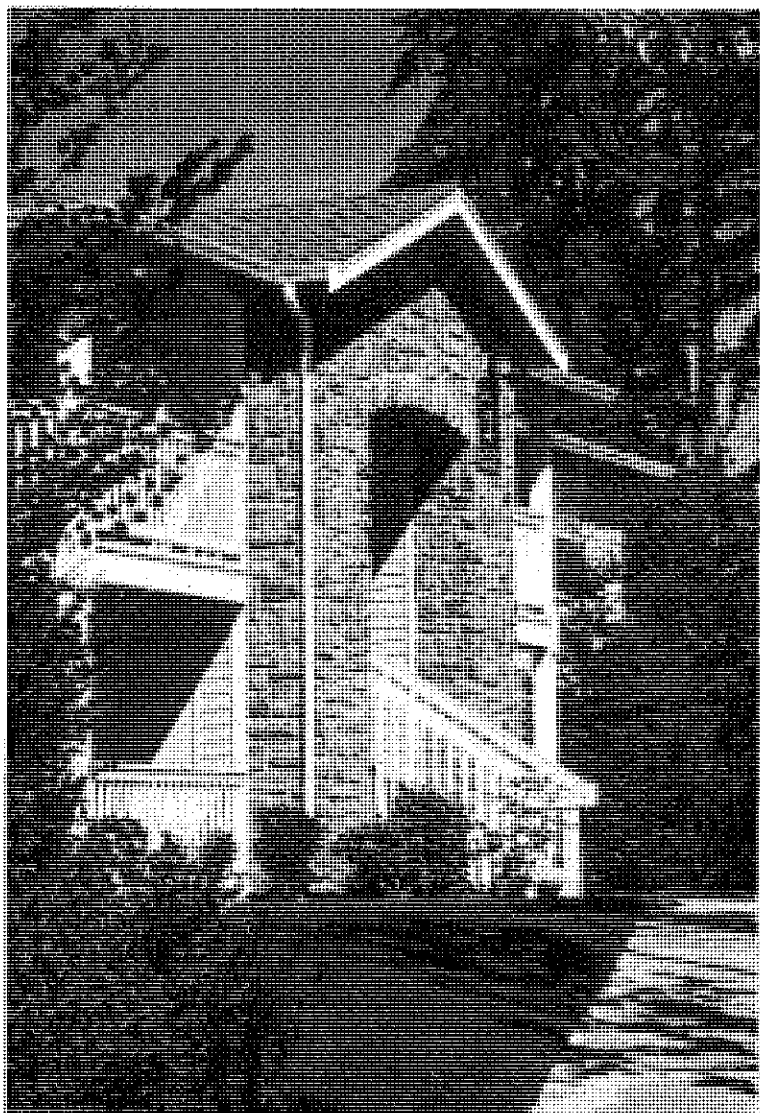
Source: Center for Housing Policy, *Paycheck to Paycheck: Working Families and the Cost of Housing in America* (Washington, D.C.: author, 2001).

## Well-designed multifamily housing can be an attractive and compatible addition to the community.

The architecture, design, and layout of multifamily housing have come a long way from the plain brick boxes of the past. Today, designers of multifamily housing are much more creative and sensitive to neighborhood context.<sup>38</sup> New building materials and construction techniques have enabled more innovative use of gables, chimneys, sloped roofs, and balconies in low-rise buildings. Developers are paying more attention to siting, exterior details, and landscaping in order to design housing that is appropriate to its natural setting and neighborhood traditions. Multifamily structures allow greater flexibility in siting buildings, which makes it possible to preserve open space and distinctive natural features of the site such as hillsides, streams, or stands of trees.

Today's apartments and condominiums have come a long way from the plain brick boxes of the past.

Increased attention to architectural detail and planning has facilitated the development of more attractive, more compatible multifamily communities. Often, neighboring residents fear that multifamily developments will have a negative impact on surrounding single-family home values. The value of individual property is determined by a number of considerations such as its location, the quality of the structure, the nature of the local housing market, and the quality of the neighborhood. There is no evidence that multifamily communities devalue nearby single-family homes. Apartment and condominium construction often is the sign of a thriving local economy that supports a variety of jobs and housing types. Thriving economies also tend to be associated with appreciating home values. The *American Housing Survey*, conducted every two years by the U.S. Bureau of the Census and the U.S. Department of Housing and Urban Development, reports that there is no discernible difference in price appreciation of single-family housing located near multifamily buildings compared with homes not close to multifamily. Between 1997 and 1999, the average annual appreciation rate for single-family homes within 300 feet of multifamily buildings was 2.9 percent compared with 2.7 percent for single-family homes with no multifamily building within 300 feet.<sup>39</sup>



**Average Annual Appreciation Rates for Single-Family Detached Homes by Nearness to Multifamily Buildings**

	<b>1987-1997</b>	<b>1997-1999</b>
Not Near MF	3.59	2.66
Near Any MF	3.96	2.90
Near Low-Rise MF	3.92	2.91
Near Mid- or High-Rise MF	4.02	2.79

*Source:* NAHB computations based on data in the *American Housing Survey*: 1985, 1987, 1995, 1997, and 1999. (Washington, D.C.: U.S. Bureau of the Census and U.S. Department of Housing and Urban Development, various years).

*Visual preference surveys have revealed that, when shown images of high-density communities and low-density communities, consumers prefer the high-density communities.*

Visual preference surveys have revealed that, when shown images of well-designed high-density communities and low-density communities, consumers prefer the high-density communities. This contradicts opinion surveys that understate consumers' preference for density. The disparity between consumers' stated view of density and their stated view of the images of density might demonstrate that preconceived notions of higher-density housing may not be based in reality. Studies at the University of North Carolina have shown that when consumers are given visual preference surveys with pictures, they demonstrate a preference for smaller lots, smaller homes, mixed-housing types, open space, narrower streets with sidewalks, and commercial development within walking distance.<sup>40</sup> This preference is evidenced by the enduring popularity of many historic and densely populated neighborhoods in the nation's older cities, including Georgetown in Washington, D.C., the Back Bay in Boston, Society Hill in Philadelphia, and North Beach in San Francisco.

In the 1990s, a trend toward more compact development took hold. Fueled in part by the new urbanist movement and the negative impact of sprawl, specifically the traffic congestion associated with it, the trend surfaced as an antidote to sprawl. Many of the concepts that were embraced, including higher housing densities for a mix of incomes and ages, a mix of commercial and retail uses incorporated with the housing, pedestrian orientation, and access to public transportation, have been an appealing part of multifamily communities for decades. Clearly, multifamily housing is ahead of the curve in this trend and will play an important role in communities of the future.

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## The Case for Multifamily Housing

By **Michael J. Reardon**  
Executive Director, National Multifamily  
Housing Council

As the nation's population continues to grow, the need for housing becomes increasingly acute. The current housing market is in a state of flux, and the multifamily housing sector is being scrutinized more than ever before. It is time to re-evaluate the role of multifamily housing in our society and to explore the many benefits it offers.

Multifamily housing is a vital component of our nation's housing stock. It provides a diverse range of housing options for people of all ages, incomes, and abilities. From affordable rental units to luxury high-rise apartments, multifamily housing meets the needs of a wide cross-section of the population.

One of the key benefits of multifamily housing is its ability to provide a sense of community. Residents often form strong bonds with their neighbors, creating a supportive and caring environment. This is particularly important for the elderly, young families, and those with disabilities who may need extra assistance.

Multifamily housing also offers a range of amenities and services that enhance the quality of life. From in-unit laundry and parking to concierge services and pet-friendly policies, multifamily housing can provide a truly luxurious living experience. These amenities are often more cost-effective than owning a single-family home.

Finally, multifamily housing is a smart investment. It offers a steady stream of rental income and the potential for long-term appreciation. With proper management, multifamily housing can be a highly profitable and rewarding investment.

## Reducing the Burden of Mortgage Debt

By **John C. Williams**  
Executive Director, National  
Mortgage Relief Council

The current mortgage crisis has left millions of homeowners in a state of financial distress. Many are struggling to make their monthly payments, and some are facing foreclosure. It is time to explore ways to reduce the burden of mortgage debt and help homeowners get back on their feet.

One of the most effective ways to reduce the burden of mortgage debt is through loan modification. This involves negotiating with the lender to change the terms of the loan, such as the interest rate or the length of the term. This can significantly reduce the monthly payment and make it more manageable.

Another option is to refinance the mortgage. This involves taking out a new loan with a lower interest rate or a shorter term. This can also reduce the monthly payment and save money over the life of the loan. However, refinancing may not be the best option for everyone, so it is important to consult with a professional.

Finally, there are a number of government programs and initiatives that can help homeowners reduce their mortgage debt. These include the Home Affordable Mortgage Program (HAMP) and the Home Affordable Unemployment Program (HAUP). These programs provide a range of options for loan modification and forbearance, helping homeowners stay in their homes during these difficult times.

## Reduced Rates from LHA

By **John C. Williams**  
Executive Director, National  
Mortgage Relief Council

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November 17, 2011

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

Re: **Amendment of the Application of Sertus  
Capital Partners, LLC for a Planned  
Development at the Northeast Corner of  
Lake Street and Forest Avenue.**

Dear Trustees:

Procedural History of Project. On or about August 19, 2009, Sertus Capital Partners LLC, (hereinafter sometimes referred to as the “the Applicant”), filed an application with the Village of Oak Park for a planned development on the parcel at the northeast corner of Lake Street and Forest Avenue commonly known as 940 – 954 W. Lake Street, 938 W. Lake Street and 170 N. Forest Avenue, Oak Park, Illinois (hereinafter sometimes referred to as the “Subject Property”). The President and Board of Trustees referred the application to the Plan Commission to hold the required public hearing on the application. After extensive public hearing on the matter, the Plan Commission recommended approval of the planned development special use on February 18, 2010, with a 5 to 3 vote. The Village Board of Trustees approved the planned development on March 15, 2010, via Ordinance Number 2010-O-014.

The Application and Notice. On or about July 18, 2011, the Applicant filed for an amended planned development, seeking to amend the March 15, 2010, Plan Development Ordinance No. 2010-0-014, to “[remove] the 140-room hotel and 85-unit condominium components from the project and [replace] them with up to 270 residential rental units and [increase] the number of parking spaces from 510 to 588 spaces, and [modify] the exterior materials and use” for the previously-granted planned development on the Subject Property. The President and Board of Trustees referred the amended application to the Plan Commission at its August 4, 2011, special Board meeting for the following limited purposes:

1. The change in use from hotel and residential condominiums to residential rental apartments which includes a density allowance to permit construction of up to 270 residential rental units;
2. A residential parking allowance reducing the otherwise required parking by 85 spaces; and
3. A change in exterior design and materials for the development.

On August 10, 2011, a legal notice was published in The Wednesday Journal, a newspaper of general circulation in the Village of Oak Park. A notice was posted at the Subject Property and certified letters were also mailed by the Applicant to taxpayers of record for property within 500 feet of the Subject Property, advising them of the proposal and the public hearing to be held.

Pursuant to the legal notice, the Plan Commission conducted a public hearing on the application commencing on August 25, 2011, and continuing to September 1, 2011, September 15, 2011, October 6, 2011, October 20, 2011,

and November 3, 2011, at which times and place a quorum of the members of the Plan Commission was present. Commissioner Sonny Ginsberg, the ninth and newest member of the Plan Commission, was sworn in after the commencement of the public hearing, and therefore recused himself from any deliberation on the matter.

Each voting member of the Plan Commission has listened to a recording of any session(s) for which he or she was absent.

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

#### FINDINGS OF FACT

1. The Plan Commission hereby incorporates all its factual findings from its February 18, 2010, recommendation to the Village Board based upon the Applicant's initial request for a planned development.

#### The Subject Property.

2. The Subject Property is a 69,937 square foot zoning lot approximately 283' (Lake Street) x 252' (Forest) located at the northeast corner of Lake Street and Forest Avenue. The southwest corner of the Subject Property (165.5' along Lake Street and 150' along Forest Avenue; hereinafter sometimes called the "Sertus Parcel") is located in the B-4 Downtown Business District; is in the Downtown – Lake Street Building Height and Massing Overlay District and the Transit-Related Retail Overlay District; and is vacant open land,. A public, four level, 340-space parking garage built in 1975 flanks this area; this garage has an entrance and exit on Lake Street, east of the vacant land, and an entrance on

Forest Avenue, north of the vacant land. The portion of the Subject Property occupied by the public parking garage is in the B-3 Central Business District. The property on which the public parking garage is located is sometimes called the "Garage Parcel" in this report.

3. The Sertus Parcel is vacant land, is approximately 24,837 square feet; and is owned by Lake Street Investors, LLC, an affiliate of the Applicant. The Garage Parcel is approximately 45,100 square feet and is currently owned by the Village of Oak Park.

4. The Subject Property is surrounded by the following uses: to the north, the west two-thirds of the Subject Property borders a 43-space surface parking lot operated by the Village and owned by the Nineteenth Century Charitable Association, followed by the colonial style building itself, followed by Ontario Street; the Association and parking lot are zoned B-3 Central Business District; also to the north, the east third of the Subject Property is bordered by several multi-family dwellings (under four units each) which are zoned R-7 Multiple-Family District, followed by Ontario Street; to the east, the 49-space surface parking lot operated by the Village and owned by Grace Episcopal Church, followed by the neo-gothic Church building and sanctuary; the property to the east of the Subject Property is zoned R-7 Multiple Family District; to the south, Lake Street followed by (opposite the west half of the Subject Property) the 100 Forest Place planned development, which includes three story townhomes, some ground level commercial uses and the 14 story mid-rise multifamily building; the underlying zoning for the 100 Forest Place planned development is B-4

Downtown Business District; also to the south, across Lake Street and opposite the east half of the Subject property is Calvary Memorial Church, its accessory surface parking lot, and a large, three story multi-family building; these uses are zoned B-3 Central Business District; to the west, Forest Avenue, a three story commercial building fronting on Lake Street at the northwest corner of Lake and Forest with accessory parking in the rear of the building; this property is zoned B-4 Downtown Business District; the northwest corner of the Subject Property (across Forest Avenue) is opposite Austin Gardens, a public park, which is zoned R-2 Single Family District.

The Applicant.

5. The Applicant is a Chicago-based investor and developer of office and residential properties. The Applicant has entered into a lengthy revised Redevelopment Agreement with the Village to purchase the Garage Parcel, subject to the grant of the zoning relief requested, which has been amended since the original application for the original planned development.

6. As part of its request, the Applicant submitted the following documentation pursuant to the requirements of Section 2.2.7(D)(2) of the Zoning Ordinance for "Major Planned Developments": Petition for Public Hearing, Affidavit of Notice, Application Fee, Project Summary, Professional Qualifications, Proposed Financing, Legal Plat of Survey, List and Map of Surrounding Property Owners, Market Feasibility Study, Traffic Study, Parking Study and related supplement, Perspective Drawings and supplements, Floor Plans, and Shadow Study.

The Original Proposed Project.

7. This “Original Proposed Project” portion of the findings relates evidence and findings as submitted to the Village Board by the Plan Commission on its February 18, 2010, and is stated herein for purposes of clarity.

8. At a cost of approximately \$71,000,000, the Applicant originally proposed to demolish the existing parking structure and other improvements on the Subject Property and construct a mixed use, multi-level building ranging from 40’ to 204’ in height with 85 residential condominiums, a 140 room hotel, and approximately 28,000 square feet of retail/commercial space.

9. The originally-proposed development was also to contain 300 public parking spaces and 210 private parking spaces in a 510 space garage integrated into the proposed building.

10. The proposed retail/commercial space was to have been located in lower levels of the four-story (61’) ground level base along Lake Street. The upper two levels of the 61’ base would have been occupied by residential condominium units.

11. The base would have essentially covered the entire site and would have included a roof-top garden, swimming pool and lounge, which was to be open to the public.

12. Along the west third of the base was to have been a tri-level tower oriented on a north-south axis, the tallest level at approximately 204’. The tower was to contain the balance of the 85 residential condominium units in its southern portion and contains the hotel use in its northern portion.



13. The original proposed project provided for 300 public parking spaces at the Village's expense of approximately \$9.8 million. This would essentially allow the Village to replace its 340-space, 35 year-old, open-deck parking structure with a fully enclosed garage at approximately the cost of an open deck replacement structure. The enclosed garage would have a longer life than an open deck structure and allow the construction of tax-generating facilities above the garage.

14. The parking structure was to be enveloped by the commercial and residential portions of the building. The 85 condominium units were to be comprised of 40 one-bedroom units, averaging approximately 850 square feet; 28 two-bedroom units, averaging approximately 1470 square feet; and 17 three-bedroom units, averaging approximately 2045 square feet.

The Proposed Amended Project.

15. The Applicant's current proposal changes the previously-granted planned development in three ways that are subject to the jurisdiction of the Plan Commission as defined by the Village Board's August 4, 2011, referral:

1. The change in use from hotel and residential condominiums to residential rental apartments which includes a density allowance to permit construction of up to 270 residential rental units;
2. A residential parking allowance reducing the otherwise required parking by 85 spaces; and
3. A change in exterior design and materials for the development.

16. These three changes seek two (2) allowances from the Zoning Ordinance, generally involving: (1) density of apartment units; and (2) number of parking spaces.

17. The Applicant seeks to amend Planned Development Ordinance No. 2010-0-014 by proposing: to remove the hotel and condominium components from the project, to add up to 270 residential rental units, to increase the number of parking spaces from 510 to 588 spaces and to modify the exterior materials and use.

The Requested Site Development Allowances.

18. As part of its planned development amendment, the Applicant seeks a site development allowance to modify the density requirements of Section 3.8.2(A)(1)(d) of the *B-3 Central Business District* and Section 3.8.3(A)(1)(c) of the *B-4 Downtown Business District*, which require 700 square feet of land per dwelling unit after 3,000 square feet for the first two (2) units.

19. Regarding this density change, the Applicant seeks up to 270 residential units, which would require a total of 190,600 square feet of land. The Subject Property is only 69,937 square feet in size, which would require a 120,663 square foot allowance.

20. Also as part of its planned development amendment, the Applicant seeks a site development allowance to modify the parking requirements of Section 6.2.2(D), *Number of Required Parking Spaces*, as follows. The proposed project

would require a total of 373 parking spaces,<sup>1</sup> whereas the Applicant proposes only a total of 288 privately-owned parking spaces, along with the 300 publicly-owned parking spaces.

21. That the southwest corner of the Subject Property is located within the B-4 Downtown Business District, whereas the balance of the Subject Property is in the B-3 Central Business District. The Applicant has requested two (2) allowances. As noted below, the requirements for these two districts vary in certain respects. The following table and text detail the requested allowances.

	Allowance Type	Zoning Ordinance	Proposed Request	Need for allowance
1	Density	190,600 sq. ft.	69,937 sq. ft.	120,663 sq. ft.
2	Parking	283 spaces	210 spaces	73 spaces under

22. Regarding the requested zoning allowance for density, Section 3.8.2(A)(1)(d), *B-3 Central Business District* and Section 3.8.3(A)(1)(c), *B-4 Downtown Business District* bulk regulations require 700 Square feet of land per dwelling unit after 3,000 square feet for the first two (2) units. The Applicant is proposing up to 270 residential rental units, a density that requires a total of 190,600 square feet of land. The Subject Property is 69,937 square feet in size, thus requiring a 120,663 square foot allowance. Without such an allowance, the Applicant would only be permitted as of right 98 residential units based on the

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<sup>1</sup> The Village Code requires 1 space for each studio unit, 1.25 spaces for each one bedroom dwelling unit, 1.5 spaces for each two bedroom dwelling unit, and 2 spaces for each three bedroom dwelling unit. It also requires one parking space for each 500 square feet of retail space.

existing land square footage. The difference in units between the permitted and requested density is 172.

23. Regarding the requested parking allowance, Section 6.2.2(D) requires 1 space for each studio unit, 1.25 spaces for each one bedroom dwelling unit, 1.5 spaces for each two bedroom dwelling unit, and 2 spaces for each three bedroom dwelling unit. Retail uses require 1 parking space for each 500 square feet of retail. The Applicant proposes 40 studio units (40 spaces); 122 one-bedroom units (153 spaces); 108 two-bedroom units (162 spaces); and 8,550 square feet of retail (18 spaces); for a total parking requirement of 373 spaces. The proposed development, however, contains only 288 spaces for the living and retail uses, which are separate and apart from the 300 public parking spaces approved by the Village Board as part of the initial planned development.

24. The Applicant also requests a change to the materials it plans to use on its proposed project, and has provided design plans and building material samples for the proposed project.

#### The Greater Downtown Master Plan – Parking, Traffic, Use and Density.

25. The Subject Property is within the area of the Greater Downtown Master Plan (“the GDTMP” or “the Plan”), which identifies the Subject Property as number 4 on a list of 22 priorities for the Greater Downtown area. The Plan denotes the site as one of five Catalyst Projects and identifies proposed redevelopment concepts for the Subject Property on pages 62 and 63 of the Plan. These concepts include 24,000 square feet of retail with the primary entrance at the intersection of Forest and Lake; a four bay parking structure which would

accommodate 750 parking spaces with user-friendly, one-way travel lanes; and approximately 180 residential condominiums with basement parking for residents as an option. The GDTMP is a guide for future development in the greater downtown area and was adopted by the Village Board on March 21, 2005, after many months of discussion by various citizen groups, including the Plan Commission.

26. The amended proposed development provides approximately 25,000 square feet of new primary retail along Lake Street. It also provides an “active edge” along Forest Avenue where the development’s residential and parking access points are located.

27. The amended proposed development also includes a proposed restaurant space on the first two levels located directly on the corner of Lake Street and Forest Avenue.

28. The amended proposed development would provide 588 parking spaces instead of the 750 parking spaces recommended in the GDTMP. Of these 588 spaces, 300 spaces would be public and paid for by the Village, while 288 of the spaces would be private and paid for by the Applicant. There was considerable testimony at the hearings concerning the adequacy of the public and private parking provided in the proposed development, even though the Plan Commission openly and repeatedly held to considering only the adequacy of the requested allowance necessary for the 288 spaces, as directed by the Village Board’s referral to the Commission. The Applicant and Village Staff presented evidence and testimony that there is a considerable supply of parking spaces near the proposed

development which will satisfy the demands of the motoring public. The evidence indicated that there are approximately 162 surface lot spaces and 23 on-street metered spaces within approximately one block of the Subject Property; within approximately two blocks of the Subject Property, the number of parking spaces grows to over 2000 (this number includes the 1,213 spaces in the Holley Court Garage).

29. There was testimony that the Village is considering moving towards a 1:1 parking ratio as of right in the downtown areas in the future, in order to encourage public transit use and to discourage vehicle use within the Village.

30. The GDMP identifies the Subject Property for use as combination retail, residential and parking.

Downtown – Lake Street Building Height and Massing Overlay District.

31. In May of 2006, the Village Board codified the suggested height limitations of the Plan by enacting the Downtown – Lake Street Building Height and Massing Overlay District which established a maximum height of 80 feet. According to Section 3.9.4(A), the purpose of this overlay district “is to protect the unique and representative character of the existing Village streetscape and prevent the construction of buildings which would be disruptive and incompatible with the character of both the street and the Village.”

32. The mass necessary to accommodate the 180 condominium units, 24,000 square feet of retail and a 750 space garage, as contemplated in the GDTMP, is similar in volume to the mass proposed by the Applicant. The

difference is that the Applicant has shaped the mass into different levels and oriented the highest points on a north-south axis paralleling Forest Avenue.

33. The Downtown – Lake Street Building Height and Massing Overlay District and the GDTMP do not recognize the 165 foot high residential mid-rise tower in the 100 Forest Place planned development, across Lake Street (Forest Avenue jogs west at Lake Street). This tower is on the south side of Lake Street, opposite the Subject Property, and is also oriented on a north-south axis. The bottom map on page 44 of the GDTMP suggests that buildings in the 100 Forest Place planned development should not be higher than the Signature Marshall Fields building (80 feet).

34. The Applicant has not changed the height of its original proposal that was approved on March 15, 2010. However, it has changed the massing somewhat, shifting a portion of the highest proposed tower to allow better views for the apartment units and allowing for less impact from the shadows of the structure.

35. The Applicant's amended proposal on the Subject Property has varying heights ranging from 40 feet directly on Lake Street and stepping back to 61 feet tall along Lake Street for the greater portion of the site to 180 feet at the southwest corner of the site along Forest Avenue then stepping up to 204 feet. The Applicant's amended proposal provides essentially the same or similar mass as proposed in the GDTMP for the Subject Property, but distributes the mass in a midrise structure of varying heights that mirrors the relative scale of the 16 story midrise (100 Forest Place) building across Lake Street at the periphery of the B-4

Downtown Business District. The Applicant's building would be a conspicuous addition to the Lake Street corridor.

36. Although the height of the Applicant's proposal was not before the Plan Commission, the discussion of massing as it relates to density on the Subject Property was a concern raised by several Plan Commission members, as well as the height of the building related to the density concerns of the number of apartment units planned for the Subject Property.

Density-Related Issues.

37. Stabilizing the size of Oak Park's population (which declined between 1970 and 1990) is one objective of the 1990 Comprehensive Plan as set forth in Chapter II entitled "Housing." To further this objective, in a section on "New Housing," the Plan sets forth the twin policies of encouraging the selective construction of multi-family residential buildings and permitting the development of taller residential buildings at reasonable intervals in accord with the development principles in the Plan. The Plan suggests that the size of units in a newly constructed building – in terms of the number of bedrooms – should meet the needs of households not served by existing housing. The Plan also cautions that the Village must balance the need for new housing with the desire to conform such development to the character of the neighborhood.

38. The Comprehensive Plan also notes, on page 24, that a serious consequence of a decline in the Village population is the "directly proportionate decline in the size of Oak Park's shopping market." The Comprehensive Plan further states that "a strong market population is needed to support the Village's



stores and shops. A shrinking population results in a reduction in sales tax revenues needed to finance village services, and also affects some federal and state funding, including Community Development Block Grant funds, motor fuel taxes and others...”

39. According to the United States Census, between 1990 and 2010, Oak Park’s population declined by 3.4%, from 53,648 to 51,878.

40. The Applicant proposed to build 270 apartment units, a mix of studios, one-bedrooms and two-bedrooms. The Applicant’s professed target market was empty-nester and young professional couples.

41. At a minimum, the proposed mix of apartments would lead to 270 additional residents on the Subject Property, using the Lake Street and Forest Avenue area for walking, driving, shopping and transit. This number might be nearly double that population increase, due to the nature of the Applicant’s target demographic as empty-nester and young professional couples.

42. The Applicant argued that the proposed project will help meet the underserved upscale apartment market in the metropolitan Chicago area.

43. There was discussion among the Plan Commission members as to whether the Applicant’s expert report on the apartment demand for such a dense apartment, from Tracy Cross, was trustworthy, due to his opinion that the apartment rental market in the metropolitan Chicago area would remain strong even if the condominium market recovers to its 2005 level of demand. However, the majority of the Commission found the information and opinions presented by Tracy Cross as trustworthy.

44. Some of the Plan Commission members were unconvinced by the need for the density to such a great extent as proposed by the Applicant – noting that the maximum density allowed by the Zoning Ordinance without an allowance was approximately only one-third (1/3) of the height being requested by the Applicant.

45. Even though the height of the proposed amended project was not before the Plan Commission, there was discussion that the Applicant may have reverse-engineered the number and density of apartment units (270) in order to fit the previously-granted height allowance. Some commissioners expressed concern as to whether the Applicant adequately addressed the issue for the correct amount of density for the Subject Property and that the awkward reverse engineering of the density to fit the already approved height was troubling.

46. Another goal of the Plan is to preserve the residential character of neighborhoods and to improve the health of business districts, while achieving the safe movement of people within and through the Village.

47. The Subject Property is in a Central Business District Development Area as set forth in the Development Areas Map of the Plan (see p. 69 of the Plan).

48. The Comprehensive Plan addresses the highest-density residential development in the Village in its discussion of development in the Central Business District on page 67:

The Village should restrict its highest-density residential and commercial development to what is essentially the western Lake Street corridor, which is well served by public

transportation including rapid transit and the CNW commuter railroad.

The highest density residential development is possible only within a planned development which is allowed as a privilege, not a right, under Oak Park's special-use permit procedures, which require public hearings before a development could take place. Currently the maximum density allowed in the highest density planned development is 240 dwelling units per acre. This figure was established in the early 1970's and is not representative of developments which have occurred since that time. This density limit, and all planned development regulations, should be reviewed, and more realistic, lower maximums should be established.

49. The Subject Property is 69,937 square feet in size, or about 1.599 acres. Thus, according to the "maximum density" discussed directly above, the Subject Property's 69,937 square feet would lead to a maximum density of approximately 383 units. However, that "maximum density" as discussed in the Comprehensive Plan is not allowed as of right and is subject to the planned development and special use permit procedures.

50. The Comprehensive Plan goes on to state that the "Village will need to reassure itself that the nature and design of such development will not unduly affect the character of surrounding areas, particularly historic districts and buildings."

51. The members of the Plan Commission did not agree on whether the proposed density of 270 apartment units was warranted on the Subject Property, given the concerns addressed above.

Density-Related Parking and Traffic Concerns.

52. The Applicant's traffic expert report and testimony, from Javier Millan at Kenig, Lindgren, O'Hara, Aboona, Inc., ("KLOA"), showed that the proposal would generate 118 vehicle trips in and out of the Subject Property during weekday peak morning hours (about 14 more trips than the previous plan); 204 vehicle trips in and out of the Subject Property during weekday peak evening hours (about 14 more trips than the previous plan); and 174 vehicle trips in and out of the Subject Property during Saturday midday peak hours (about 52 fewer trips than the previous plan).

53. Because 18 of the 288 private parking spaces may be required for the retail portion of the development, there would only be 270 parking spaces for 270 residential apartment units. Some commissioners expressed concerns that the parking ratio for the residential portion of the amended planned development was actually 1:1, not 1:1.05, a ratio that the Applicant argued had been successful in the comparable "Whiteco Development."

54. The potential parking and traffic issues generated by the density of the proposed amended development was also a concern.

55. The Plan Commission found, pursuant to a 6-2 vote, that the potential that the residents of the proposed apartment units on the Subject Property would consume too high a percentage of the public parking permits for the 300 public parking spaces on the Village's portion of the parking areas. The 6-2 vote directed Staff to convey the Plan Commission's major concern that the Village

continue to properly monitor the permits at the garage to ensure that all members of the community continue to have opportunity to receive these permits.

56. Some Commission members felt that the density implied by allowing 270 rental units, along with the implied number of additional vehicles driving and parking in the area, would be too excessive.

57. Some Plan Commission members felt that the traffic on Lake Street was already too excessive without the additional amount of traffic expected to be generated by the Subject Property, and that making so great an allowance for density would lead to unnecessary and avoidable further traffic and congestion in the area.

58. Some commissioners also voiced concerns regarding additional traffic on Forest Avenue and Ontario Street, where pedestrian and child safety was a concern.

59. Page 31 of the 1990 Comprehensive Plan contains the Village's Street Network Map. This map identifies Lake Street, Forest Avenue from Lake north to Ontario, and Ontario from Forest west to Harlem as secondary arterial streets. Secondary arterial streets are designed to carry the majority of through-traffic trips through the Village. Vehicular access to the proposed development would be on Forest Avenue, between Lake and Ontario, which is a secondary arterial street. The proposed development would have a turn-in drop-off/pick-up area off Forest Avenue for the retail customers and residential apartment tenants/guests. As noted on the Street Network Map, there is a diverter which prevents traffic from going north on Forest into the single family home area which

is part of the Frank Lloyd Wright Prairie School of Architecture Historic District. Some evidence indicated that these secondary arterial streets can adequately handle any additional traffic generated by the proposed development.

60. However, some commissioners felt that the secondary arterial streets would be excessively burdened by the addition of tenants in such a dense residential structure of 270 apartment units.

61. The evidence indicated that traffic from the proposed development would not materially add to traffic congestion in the area. There was evidence that use of nearby public transportation would mitigate additional traffic. The proposed development is within two and a half blocks of the Intermodal Transportation Station at Harlem/Marion, which is a station for both CTA Green Line elevated trains and Metra trains. Pace buses run on Lake Street and stop within a block of the proposed development.

62. However, some commissioners felt that the likely additional traffic on Lake Street and the surrounding secondary streets from 270 additional residential units would be too problematic for an already-congested area.

63. Some of the evidence indicated that the proposed development would not substantially diminish the use and enjoyment of other uses in the vicinity as described above. As noted above, the proposed development has been considered in relation to the Greater Downtown Master Plan. With the exception of the public park to the west of the Subject Property, the proposed development is surrounded by commercial uses and commercial zoning (B-3 or B-4) or by transitional uses and transitional zoning (R-7 Multiple-Family District).

64. Some commissioners felt that the high-density apartment building, along with its concurrent traffic and parking, may pose a danger to the safety of the residents living on the secondary streets surrounding the Subject Property.

Density-Related Expanded Revenue Issues.

65. Expanding the Village's tax base is another primary goal of the Comprehensive Plan. To further this goal, the Plan provides the policy of "maximizing the potential" for establishing tax generating residential development and redevelopment, and the policy of stimulating increased private investment in Oak Park.

66. The evidence indicated that the proposed development would generate approximately \$1,386,000 in combined real estate taxes for the retail, parking, and apartment portions of the proposal, (as opposed to the prior development's estimated real estate taxes of \$1,700,000 - \$1,892,000), compared with the current \$51,116 in annual real estate taxes generated by the Subject Property. The proposed development would also generate approximately \$178,750 in retail tax increment to the Village.

67. The aging 340-space parking structure on the Subject Property and the vacant, land would be replaced with a mixed-use glass and steel structure that would house approximately 270 residential rental apartments, 25,000 square feet of retail space and 588 garage parking spaces.

68. The Applicant argued, and some commissioners felt, that these uses would help revitalize Downtown Oak Park by providing new retail establishments and new residents who would create a 24-hour downtown population supporting

restaurants and business, and strengthening the retail environment. Some commissioners felt that the proposed development would contribute to the vitality of both the commercial and residential uses in the area.

69. The evidence indicated that adequate public infrastructure and public services exist or will be provided to the proposed development. All evidence from the Applicant and Village Staff suggested that all relevant Village services could adequately support the proposed development. There was no contrary evidence submitted to the Plan Commission on these issues.

70. Some commissioners felt that the evidence indicated that the proposed amended development would strengthen business uses in the Greater Downtown Oak Park area by adding a significant number of apartment residents who would likely patronize restaurants and other businesses in the immediate area.

71. Some commissioners expressed concerns over the desirability of 270 units on such a small lot.

#### Density-Related Effects on Surrounding Property Issues.

72. The Applicant presented evidence from MaRous & Company that the proposed amended combination of uses would not have a substantial or undue adverse effect upon property values in the vicinity. In support of this conclusion, MaRous & Company studied the listed prices of residences in the area of the Subject Property both before and after public knowledge of the prior application for the planned development on the Subject Property. This sampling showed that “the proposed development has had no discernable impact on the values of the



surrounding residential property, and the proposed change in use should not alter that fact.”

73. The evidence indicated that on a number of occasions the Applicant met with neighbors and citizen groups to seek their input on the design of the site.

Ability of Applicant to Complete Project.

74. The Applicant provided evidence that it has the financial and technical expertise to complete the project. The Applicant has assembled a team of professionals experienced in the design, construction, leasing and management of the proposed development. Members of the Applicant’s team have undertaken projects of equal or greater financial and technical complexity. Some commissioners expressed concern over the adequacy of this evidence.

75. Moreover, the evidence indicated that the Redevelopment Agreement with the Village requires that the Applicant post a bond guaranteeing the completion of the project.

Transit-Related Retail Overlay District.

76. The evidence indicated that the proposed amended project, which is in the Transit-Related Retail Overlay District, provides and encourages new retail development on the ground floor of buildings in close proximity to mass transit stations, encourages pedestrian activity and provides retail services for residents and users of mass transit. Oak Park is very accessible to downtown Chicago; the 2000 census indicated that over 20% of Oak Parkers commute to work. Metra and CTA trains provide 20 minute commuter service to the Loop. As a corollary,

the 2000 census also indicated that over 60% of the households in Oak Park have one or fewer cars.

Specific Objectives.

77. Some of the Commissioners felt that the two (2) requested allowances for the proposed amended development, and use of the Subject Property as a combination use of retail, apartment units and municipal parking garage within 700 feet of an R-7 District further the following specific objectives:

- a. Creation of a more desirable environment than may be possible than through strict application of other Village land-use regulations with the use of creative design, landscape, and/or architectural features.
- b. Enhancement of the existing character and property values of the Village and promotion of the public welfare by ingenious and imaginative designs resulting in a better and more creative use of land.
- c. Combination and coordination of the character, the form and the relationship of structures to one another.
- d. Promotion of economic development within the Village.

Compensating Benefits.

78. In return for the Village providing allowances from Village regulations, the Applicant must provide compensating benefits which advance Oak Park's physical, cultural and social objectives (in accordance with the Comprehensive Plan and other approved plans) by having the Applicant provide specific amenities in the planned development. At least four commissioners felt that among the compensating benefits which that accrue to residents of the area or to the community as a whole would be:

- a. Construction of an elegant, contemporary, glass-clad, multi-level building which would provide the focal point between Downtown Oak Park on the west and the Avenue District on the east. It would provide a balance to the midrise building across Lake Street.
- b. Construction of a LEED (Leadership in Energy and Environmental Design) certified building. The Applicant should be obligated to use its best efforts to achieve a Silver LEED certified building.
- c. Replacement of the Village's open deck parking structure which is nearing the end of its useful life, with a fully enclosed parking garage which will have a longer life.
- d. Streetscape improvements on Lake and Forest consistent with the GDTMP, including street furniture on Forest and Lake, and public art pursuant to Section 3.9.1(F)(3).
- e. Construction of a green roof on the roof deck of the garage portion of the development will provide visual interest and help to decrease "urban heat island" effect and storm water runoff impacts on infrastructure.

Public Art As Part Of The Development.

79. Section 3.9.1(F)(3) of the Zoning Ordinance requires that an Applicant provide at least one piece of public art as part of the development, as set forth in the letter from the Applicant to Village Staff dated February 18, 2010. The scope of the public art should be in proportion to the square footage of the development upon review and advice by the Village's Public Art Advisory Commission ("PAAC"). The Applicant and the PAAC have been in discussions regarding the scope, type and placement of the public art.

80. Some commissioners felt that the proposed condition of public art as discussed in this recommendation would have satisfied the requirements of Section 3.9.1(F)(3) of the Zoning Ordinance.

Conditions That Were Proposed With Approval of the Planned Development but That Failed to Pass.

81. Members of the Plan Commission proposed including the following conditions on any approval of the Applicant's proposed planned development, none of which are formally recommended because the Plan Commission ultimately voted to recommend denial of the Applicant's proposed amended planned development:

- (1) That the Applicant provide a canopy over the loading dock as depicted in its most recent renderings of the proposal.
- (2) That the Applicant move the cooling towers to the center of the roofing for the parking area.
- (3) That the Applicant match the coloring of the brick areas to the facades of the Nineteenth Century Charitable Association.
- (4) That the Applicant provide the Nineteenth Century Charitable Association with compensation and/or alternative parking solutions during construction on the Subject Property.
- (5) That the Applicant provide monetary compensation in an amount of at least \$50,000 for the Nineteenth Century Charitable Association.
- (6) That the Applicant provide live vine coverings on the north garage wall.
- (7) That the roof of the garage structure be a "green roof."
- (8) That the Applicant provide monitoring of the Nineteenth Century Charitable Association structure before, during and after construction of the proposed structure on the Subject Property.
- (9) That, at such time as apartment rentals begin, the Applicant ensure that a minimum of two (2) car sharing vehicles are available within the private parking spaces, and that, at such time as apartment rentals reach 50% occupancy, the Applicant ensure that a minimum of three (3) car sharing vehicles are available within the private parking spaces.

(10) That the Applicant meet all timing requirements with its Amended and Restated Redevelopment Agreement for Lake and Forest Development, dated September 12, 2011, between it and the Village of Oak Park.

(11) That the Applicant comply with existing Village requirement to notify prospective tenants of the Village's On-Street Overnight Parking Ban and advise prospective tenants that no more than one private parking space may be available for each of unit.

(12) That the Applicant implement its Communications Plan described on the attached page one of Tab 10 from the Applicant's application binder from the original application as approved by the Plan Commission on February 18, 2010.

(13) That the Applicant ensure that all construction debris remains on the Subject Property and is removed on a regular basis. The Applicant shall erect and maintain a screening fence around the perimeter of the Subject Property to minimize blowing debris.

(14) That except as modified below, the Applicant develop the project comprised of multi-family residential use, retail use, private parking accessory to the foregoing uses, and public parking use in substantial conformity with the Plans and Specifications submitted with its application. The final architectural plans shall be sealed by Gensler Architects, the architect of record. The Landscape Plan shall provide for the preservation, care and maintenance of the landscape materials.

(15) That semi-trailer truck traffic be prohibited on Ontario Street and Marion Street. The Applicant shall submit its proposed route for construction traffic, its plan for construction parking, and its demolition and construction schedule to the Village Engineer for his/her review and approval.

(16) That the streetscape improvements on Lake Street and Forest Avenue be consistent with the GDTMP and shall include street furniture on Forest Avenue and Lake Street.

(17) That upon review and advice of the Public Art Advisory Commission, the Applicant provide public art at the planned development acceptable to the Village Board.

(18) That approximately one year after completion of the planned development, the Applicant conduct a post-construction economic impact study by a firm selected by the Village. The consultant shall hold a meeting with interested business neighbors to determine their concerns with any adverse economic impact attributable to the planned development. The interested business neighbors, the Applicant and the Village shall meet to discuss the findings and recommendations of the consultant, and the implementation of a remedial plan, if appropriate. To insure that payment of the costs of the study, the Applicant shall post a bond, letter of credit or other security acceptable to the Village in an amount of \$20,000 ("security"), for the study. The security, or any portion of the security, shall be returned to the Applicant upon full compliance with this condition.

(19) That six to twelve months after completion of the planned development, the Applicant conduct a post-construction traffic and parking study by a firm selected by the Village. The consultant shall hold a meeting with interested neighbors to determine their concerns with traffic and parking issues, if any, generated by the proposed development. This study shall review traffic and parking within approximately one quarter mile of the Subject Property (but to at least Harlem Avenue on the west and Oak Park Avenue on the east). If this post construction traffic and parking study recommends that any measures should be taken to correct any unforeseen traffic or parking issues that have been caused by the development, the Applicant shall implement said recommendations within six months after the study has been completed. To insure that payment of the costs of the study, the Applicant shall post a bond, letter of credit or other security acceptable to the Village in an amount of \$20,000 ("security"), for the study. The security, or any portion of the security, shall be returned to the Applicant upon full compliance with this condition.

(20) That the Applicant provide the Village with a bond, letter of credit or other security acceptable to the Village in an amount of 110% of the cost of landscape materials and installation, to insure that the landscaping is installed and maintained pursuant to the landscape plan.

(21) That the Applicant partition or reserve 18 of the 288 private parking spaces as open to the public: 3 of which shall be for car-sharing vehicles as stated in the conditions above, and 15 of which shall be for use by the retail portion of the Applicant's proposed development. [*This condition was voted on separately prior to the*

*vote on the planned development in total, and passed with a vote of 5-3.]*

(22) That the Applicant provide a list of exterior building, landscaping and design materials to be approved by the Village Board, as detailed in the October 20, 2011, Powerpoint presentation of the Applicant and as subsequently discussed by the Plan Commission.

(23) That during construction of the proposed development, the Applicant post a conspicuous sign providing a local phone number which interested parties may call to obtain answers to questions about the project and its construction. Such telephone number shall be staffed during normal business hours, Monday through Friday, except legal holidays, by a person with authority to address and remedy problems, including, but not limited to traffic, noise, maintenance and landscaping.

(24) That during construction of the proposed development, the Village designate a staff liaison with whom the Applicant shall reasonably and timely communicate and cooperate.

(25) That in the event the Applicant or its successors or assigns fails to comply with one or more of the foregoing conditions and restrictions after 30 days written notice by the Village or its agents, the President and Board of Trustees may thereafter revoke or limit this planned development, provided, however, that the Applicant or its successors shall be deemed to have complied if they promptly commence a cure and diligently pursue that cure to completion where such cure is not reasonably susceptible to completion within such 30-day period.

#### The Planned Development Standards.

82. Section 3.9.1(I) of the Zoning Ordinance sets forth the following numbered standards, of which only four (4) members of the Plan Commission felt were met by the Applicant here:

#### Comprehensive Plan Standards.

The proposed use or combination of uses is consistent with the goals and objectives of the Comprehensive Plan and has been considered in relation to any other plans adopted by the Village Board.

B. Municipal Services Standards.

1. The establishment, maintenance, or operation of the use or combination of uses will not be materially detrimental to or endanger the public health, safety, or general welfare of the residents of the Village.
2. Adequate utilities, road access, drainage, police and fire service and other necessary facilities already exist or will be provided to serve the proposed use or combination of uses, including access for fire, sanitation, and maintenance equipment.
3. Adequate ingress and egress to the proposed planned-development site already exists or will be provided in a manner that adequately addresses additional traffic congestion in the public streets and promotes a safe and comfortable pedestrian environment.

C. Vicinity Standards.

1. The proposed use or combination of uses will not substantially diminish the use or enjoyment of other property in the vicinity for those uses or combination of uses that are permitted by the Zoning Ordinance of the Village.
2. The proposed use or combination of uses will not have a substantial or undue adverse effect upon property values in the vicinity.
3. The proposed design, use or combination of uses will complement the character of the surrounding neighborhood.

D. Economic Development Standards.

1. The Applicant has the financial and technical capacity to complete the proposed use or combination of use.
2. The proposed use or combination of uses is economically feasible and does not pose a current or potential burden upon the services, tax base, or other economic factors that affect the financial operations of the Village, except to extent that such burden is balanced by the benefit derived by the Village from the proposed use.



83. Only four (4) members of the Plan Commission felt that Applicant has met the standards in Section 3.9.1(l) of the Zoning Ordinance.

### 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, and based on the above findings, the testimony and the evidence presented at the public hearing, this Plan Commission, sitting as a Zoning Commission, hereby recommends to the President and Board of Trustees that the amended planned development, as presented to the Village, be DENIED to the Applicant, its successors and assigns, under the provisions of the Zoning Ordinance to permit construction of the proposed planned development at the Subject Property. Although the Plan Commission's motion was for *approval* of the planned development, the four (4) votes in favor of the recommendation were insufficient to meet the required five (5) vote threshold as stated in Section 11.4 of the Plan Commission Rules of Procedure. Moreover, because of his self-recusal on the issue, Commissioner Ginsberg was not an "eligible member" to vote on this issue. Therefore, Section 11.4 required that the Plan Commission enter a "motion denying the application" on the record.

This report adopted by a 4 to 4 vote of the Plan Commission, sitting as a Zoning Commission, this 17<sup>th</sup> day of November, 2011.

# Minutes

MINUTES  
OAK PARK PLAN COMMISSION  
VILLAGE HALL- COUNCIL CHAMBERS  
Sept. 1, 2011 – 7 p.m.

PRESENT: Chairperson Linda Bolte; Commissioners Mark Benson, Deborah Fausch, Douglas Gilbert, David Mann, Gail Moran, Susan Roberts

EXCUSED: Commissioner Steven Rouse

ALSO PRESENT: Craig Failor, Village Planner, Acting Village Attorney Jacob Karaca

APPLICANTS: Rolando Acosta from Ginsberg Jacobs, LLC.; Erik Doersching from Tracy Cross & Associates; Michael Glazier from Sertus Capital Partners, LLC; Javier Millan from KLOA, Inc.; Brian Vitale from Gensler

**CALL TO ORDER**

At 7 p.m. the meeting was called to order and roll was called. Chair Bolte noted that Commissioner Rouse was expected to be present later in the meeting.

**NON-AGENDA PUBLIC COMMENT**

None.

Chair Bolte reconvened the Lake and Forest Public Hearing. **PC 11-03: LAKE AND FOREST PLANNED DEVELOPMENT ORDINANCE AMENDMENT;** The Applicant seeks to amend Plan Development Ordinance No. 2010-O-014. The applicant is proposing to remove the hotel and condominium components from the project and add up to 270 residential rental units as well as increasing the number of parking spaces from 510 to 588 spaces and modifying the exterior materials and use. The applicant is also seeking two allowances for Density and Parking.

Chair Bolte explained that at the end of the previous Plan Commission meeting it was determined that the three newest commissioners should be forwarded information from the applicants' previous development application as background. Mr. Failor also provided all the commissioners a slide show presentation from the applicant that discussed height and mass issues as it related to Oak Park's Downtown Master Plan. Chair Bolte reminded all the commissioners that they should follow the agenda schedule in terms of deliberations. Chair Bolte explained that following the previous meeting, the commission asked Village Board President David Pope and Plan Commission Trustee Liaison Robert Tucker to clarify the direction from the Board and that information was provided by Mr. Failor.

Chair Bolte discussed the future meeting schedule. The September 15, 2011 meeting will include the findings of fact from the Green Roof, Transit Overlay District and the Madison Street Overlay District text change hearings. Also planned for that meeting will be the appraiser witness from the Lake and Forest hearing but cross examination is not planned at that time. Chair Bolte set October 6, 2011 at 7pm for the next meeting to complete the cross examination on the Lake and Forest hearing and begin public comment. Chair Bolte asked interested parties to re-sign for public comment as the previous form with signatures had gone missing.

Attorney Karaca swore in Mr. Erik Doersching, Executive Vice President from Tracy Cross & Associates. Mr. Doersching explained his firm conducted a residential market analysis on the potential to develop rental apartments on the Lake and Forest property for Sertus Capital Partners. Mr. Doersching completed the analysis in August 2011. Mr. Doersching summarized the analysis as a strong market potential and the development proposed at the rents recommended would be well-received. Mr. Doersching estimated a two-year time frame to reach stabilized occupancy. He said the Chicago region has been under-supplied in terms of rental apartments for the last twenty years. A shift in house-ownership versus renting has occurred due to risks in home-ownership and consumer skepticism. Mr. Doersching discussed that regionally, there is an undersupply in new construction rental alternatives and there will be a shift on a percentage basis in the number of renters versus owners over the next five to ten years. Mr. Doersching said that more mature adults will choose to rent as well as the typical renter, who he classified as a younger, single person or couple without children. Looking at Oak Park, Mr. Doersching explained that in 24 years, only the Oak Park Place development had been built on a larger scale. Mr. Doersching said there are over 9,000 renters in Oak Park, 25% move on an annual basis. He said Oak Park does not have the new construction supply to serve the rental pool. Mr. Doersching said they found a very strong opportunity to develop this project.

Commissioner Roberts asked what made him think studios would be a desirable item. Mr. Doersching explained as part of their assignment, they reviewed the original design of the mix of units. He referred to exhibit one and their findings recommended that they reduce the amount of studios from 64 to 40 to represent a more balanced mix of units. Mr. Doersching said that a studio unit of a certain size to a certain income level is an acceptable alternative as long as there is functionality. The mix would allow the attraction of the different renter profiles seen in the downtown area. Commissioner Roberts expressed doubts that anyone would rent a studio. Mr. Doersching explained a single individual, between the ages of 22-27 years old, such as a medical intern who could afford the rent would. He said it's a function of income and offering a continuum of product will maximize absorption potential. Mr. Doersching said they recommended a 5% share of two bedroom plus den units to follow that continuum and maximize absorption and reach stabilized occupancy once construction is complete.

Commissioner Fausch asked in what range of apartments seniors would be renting. Mr. Doersching replied they did not analyze the project as a senior housing development but

at least 15% of units will be absorbed by people 55 years or older. Commissioner Fausch asked what size apartment they would be in. Mr. Doersching said there are many non-traditional households and it depends on what that segment's needs are. He believed a senior couple would be interested in a two-bedroom unit or maybe one bedroom for a single active adult.

Commissioner Moran asked if the square footage seemed a bit smaller per unit compared to the analysis of other properties in the report and asked about averages. Mr. Doersching referenced page four, said the average unit size they recommended is 886 square feet—ranging from a 450 square foot studio up to a 1325 square foot two bedroom plus den unit. Mr. Doersching explained the average in the western Cook County/eastern DuPage County marketplace is 873 square feet. Mr. Doersching said in Oak Park, the average is 799 square feet. In the city of Chicago of similar or higher density developments the average is 849 square feet. Commissioner Moran asked if it was true of the studio units as well. Mr. Doersching agreed, saying the studios range from 400-600 square feet.

Commissioner Mann asked about the variations between bedroom types. Mr. Doersching explained when there is a jump from a one-bedroom at 800 square feet to a two bedroom at 1200 square feet, there will be a \$800 increment from the two plans, depending on the price. Potential renters could be missed if you don't create stepping between plans, based upon how incomes move up gradually. Mr. Doersching explained their goal is to help create a number of different plan types that step properly from one to the other so that there are not big gaps.

Commissioner Gilbert asked why the Lake and Forest project is expected to have a better average absorption rate in the lease-up period compared to Oak Park Place's initial average absorption rate. Mr. Doersching replied this project will have more units and absorption is proportionate to the size of the unit, Oak Park Place was absorbing in 2008 and the environment going forward is much stronger for rental housing. Also, Oak Park Place is a loft-type concept without the mix of units represented at Lake and Forest. All those factors give it a boost of about 25-30%, Mr. Doersching explained.

Chair Bolte discussed how the commission had reviewed proposals in the past for condo units and it had been suggested there are more condo units than can be absorbed. Chair Bolte asked if Mr. Doersching factored in the impact of those freeing up as rental properties if the condo agreements were to change. Mr. Doersching explained they call the condominium market the shadow market because there are individual condos that are being rented and are newer and there are others that are distressed properties going back to the bank that could be reverted to rentals. Mr. Doersching said they will not be a big influence on a development like Lake and Forest because the condo unit sizes are larger and won't have the comparability in rent; the condos weren't designed as rental units with the same cohesiveness and amenities of this project; and in Oak Park there is not a lot of them to have that big of an impact. Mr. Doersching said they do analyze the MLS to see what is out there and could turn and it is part of their analysis.

Commissioner Benson discussed how the market shifted in the last six years from home ownership to an increase in renting and noted that it could swing back. Commissioner Benson asked if this project could weather a marketplace like in 2005. Mr. Doersching replied it could and even in the best for-sale environment there needs to be apartment development. Mr. Doersching said they see in the future 32% rental households in the region. Mr. Doersching explained compared to an area like Dallas where they are oversupplied on apartments, the Chicago area is undersupplied, especially in new construction. Commissioner Benson asked if a stabilized occupancy rate of 95% would be sustained even under conditions like in 2005. Mr. Doersching agreed.

Commissioner Mann asked how much is a balcony part of the attractiveness of the development. Mr. Doersching replied having outdoor living space is important. In a market like Oak Park, the market is strong enough to support a place without balconies but it would affect absorption. Mr. Doersching explained it was their assumption the project would have balconies in their analysis, if that changed they'd have to adjust the rents/absorption.

Commissioner Roberts asked how does the number of units affect the marketability, are so many units needed to be viable and what is that cut-off point. Mr. Doersching replied 270 is almost the perfect number from a management standpoint and a sharing of amenities standpoint. Mr. Doersching said as you reduce the number of units and availability of units you'll impact absorption from a market standpoint. Commissioner Roberts asked how parking availability affects absorption. Mr. Doersching explained in an urban environment with a mix of units such as this project and having public transportation nearby you need one space per unit because there will be people that don't have a car and others that might have two. Mr. Doersching said from a marketing standpoint from one to 1.1 spaces per unit is appropriate for a project of this size given it's location in downtown Oak Park.

Chair Bolte moved on to cross-examination.

Ms. Georga Parchem, on the board of the 19<sup>th</sup> Century Club Charitable organization. Ms. Parchem indicated she had questions for Mr. Brian Vittale. Chair Bolte indicated Mr. Vittale was sworn in last time. Ms. Parchem asked what can be done to visually minimize the impact of the north façade of the building, not just on the 19<sup>th</sup> Century Club building but on the whole Frank Lloyd Wright historic area. Ms. Parchem said there has been some discussion of green space but said there is no room to plant and asked Mr. Vittale if they've considered this. Mr. Vittale replied there's been a considerable amount of thought put to this and they'd spend the money on material to be much more in-kind to the entire area. Mr. Vittale said it will be going from an open-aired parking structure to something that is much more agreeable from a material standpoint. Mr. Vittale said the parking lot creates a lot of distance between the building and the 19<sup>th</sup> Century Club building. Mr. Vittale said on top of the parking structure there will be a green roof. He said due to the parking limitations there is no room to step back for green space.

Ms. Parchem indicated she had a question for Mr. Javier Millan. Ms. Parchem explained that the 19<sup>th</sup> Century Club is supported by banquet events using surge parking that could fill the existing garage. Ms. Parchem asked Mr. Millan if there are statistics he could prepare or present on surge usage of parking for facilities such as banquet halls. Mr. Millan replied he did not have a specific survey but that he could look at ITE to see what data is available for banquet facilities. Ms. Parchem asked if the parking estimate of 300 spaces will be adequate for the project and for public parking, particularly the 19<sup>th</sup> Century Club's public usage of the garage. Mr. Millan replied they gathered the data from the Whiteco development because it's a good indication of what the demand will be. Mr. Millan said they feel comfortable with the number of parking spaces given the area and given the public transportation. Chair Bolte interjected the 300 spaces are not part of the amendment and not part of the hearing.

Ms. Parchem asked about the issue of public safety in the enclosed parking garage. Mr. Vittale replied they will create stairwells that have access view from the garage or from the street, the elevator vestibules will not be enclosed, the building will have a security system in it and there may be a chance that gets integrated into the garage as well. Mr. Vittale said the plans aren't finished in that regard but there will be a check on how they deal with safety. Chair Bolte asked if the Village has standards for security requirements such as lighting that are part of the construction. Mr. Failor replied there is an in-depth security package that goes into the current garages and it will carry over into this as well.

Commissioner Gilbert asked how much taller the north portion of the garage will be than the existing garage that is there now. Mr. Vittale could not recall.

Mr. David Barsotti, 1109 Holley Court. Mr. Barsotti was representing Pasquale Di Rico, who lives at 920 Ontario. Mr. Barsotti indicated he had questions for Mr. Glazier.

Mr. Barsotti referred back to the application stating a team was assembled experienced in design, construction and management. Mr. Barsotti asked who is on that team. Mr. Glazier replied the team is listed on the application. Chair Bolte reminded Mr. Barsotti that questions must be related to the changes to the original application. Mr. Barsotti replied the usage has changed and he has questions regarding the ability to build this project. Chair Bolte allowed further questions. Mr. Barsotti asked if Lake Street Investors had ever taken on a project like this before. Mr. Glazier replied Lake Street Investors is a single-purpose limited liability company, so the answer was no. Mr. Barsotti asked if Sertus had ever undertaken a project like this before. Mr. Glazier replied Sertus had done a number of projects like this. Mr. Barsotti asked for the top three financially complex projects. Mr. Glazier replied recent projects they've completed include a 100 year-old downtown Milwaukee building that was converted into a loft office with retail and an attachment to a public parking structure and a 144-unit building in Des Plaines originally designed as condos but now being leased as apartments. Mr. Barsotti asked how much money did the Milwaukee project cost Sertus. Mr. Glazier replied he didn't think it was appropriate to share that information. Chair Bolte agreed. Mr. Barsotti asked if Sertus had taken on these two projects, which are smaller in size than Lake and Forest. Mr. Glazier replied if asking about Sertus, not his team, the answer was no. Mr. Barsotti asked if

Sidney Epstein was part of the management team. Mr. Glazier replied he is a principal or partner and participates in major investment decisions. Mr. Barsotti asked if Mr. Epstein had experience in rental developments. Mr. Glazier replied he has extensive experience in lots of development. Mr. Barsotti asked if Mickey Kupperman was part of the project team. Mr. Glazier replied he is a principal. Mr. Barsotti asked if Mr. Kupperman had done anything in residential retail development. Mr. Glazier replied Mr. Kupperman has done practically everything. Mr. Barsotti asked if this was the same team that planned the first project. Mr. Glazier replied it's the same ownership group.

Mr. Barsotti asked who the investors were that are interested in investing in the project. Mr. Glazier replied he's not able to disclose that in a public forum, but he has offered to show Village staff letters of interest from institutional investors. Mr. Glazier explained they are private sources of capital and don't wish to be disclosed in a public domain. Mr. Barsotti replied last time around Mr. Glazier said there was investor interest but he wouldn't share the investors, why should it be believed this time around. Mr. Glazier replied the climate has changed and the challenges are different he could show staff the sources but will not disclose to the greater public. Mr. Barsotti initiated questions about Ravenswood Investors, a Sertus residential project that had not been completed. Mr. Glazier questioned the relevancy – Chair Bolte allowed Mr. Rolando Acosta, attorney for the applicant, to address the question. Mr. Acosta said there were different factors and challenges for each development. Chair Bolte asked Mr. Glazier if he had successfully completed projects in the residential retail area. Mr. Glazier explained the Des Plaines project is completed and leasing. Chair Bolte asked if there were projects that haven't moved forward for different reasons. Mr. Glazier said they've purchased land and are waiting for the opportunity to develop it, but not until conditions are appropriate.

Mr. Barsotti asked who conducted the market feasibility study on the Des Plaines project. Mr. Glazier replied he couldn't recall. Mr. Barsotti asked why the Des Plaines project ended up in foreclosure. Chair Bolte interjected that it was not relevant to this hearing. Commissioner Gilbert explained it could be worded differently, what were the bumps in the road on the Des Plaines project and how were they addressed. Mr. Glazier replied he could give limited responses because it's in litigation and privileged. Mr. Glazier explained the project was originally designed as a condominium building with 1/3 of the units presold but it commenced construction around the same time the housing bubble started to burst. That environment had an impact on how the contractor decided to perform and that delayed construction considerably. Mr. Glazier explained only three presold units closed and until they bought the promissory note from their lender it sat empty, but now they are leasing units. Mr. Glazier said they have claims against the contractor, which is why there are liens but that the Des Plaines Board had fully vetted everything.

Mr. Barsotti asked what would affect Lake Street Investors' ability to get financing for this project. Mr. Glazier replied feasibility, budget, costs, market conditions and interest rates. Mr. Barsotti asked if an unpaid property tax bill would affect their ability to get financing. Mr. Glazier replied they would pay it and if there were penalties associated with it they'd pay it to be brought current. Mr. Barsotti asked if a delinquent mortgage on



this property would affect their ability to get financing. Mr. Glazier said it depended on the terms of the loan. Mr. Barsotti said they have a \$3 million mortgage to John Valhaus that was supposed to be paid off in 2009, how would that affect their ability to get financing. Mr. Glazier replied that was a seller note that is subordinate to the project financing so there are no consequences legally.

Mr. Barsotti said if the project got approved in November of this year, when did they expect to see the first tenants moving in. Mr. Glazier replied as soon as they get certificates of occupancy that could be as early as 14 months after breaking ground, depending on public safety approval of the building. Mr. Glazier explained there was an approximately 18-month overall construction schedule. Mr. Barsotti asked if Mr. Glazier could outline the construction schedule if all went well. Mr. Glazier explained it's approximately 18 months, depending on weather conditions, critical path, the frame going up in a timely fashion and discussions with the Village regarding material selection. Chair Bolte wanted to clarify the schedule would not be noticeably different than what was previously sought. Mr. Glazier agreed.

Mr. Barsotti asked if they might be opening the project up at the time of a rental bubble and the apartments would go unleased. Mr. Glazier disagreed.

Mr. Barsotti asked what Mr. Glazier considered a compensating benefit. Mr. Glazier referred him to the application. Mr. Barsotti asked what would be the restaurant planned in the application. Mr. Glazier replied they designed space for a planned restaurant and believe it would be the best use for that space. Mr. Barsotti asked if they had a restaurant in mind or someone signed on. Mr. Glazier responded you can't sign a lease without zoning permission. Mr. Barsotti said Trader Joes did with the Whiteco project. Mr. Glazier said it was a letter of interest. Mr. Barsotti asked if there were any letters of interest. Mr. Glazier said no. Chair Bolte interrupted that the restaurant as a compensating benefit has not changed.

Mr. Barsotti referenced a memorandum from former Village Attorney Ray Heise regarding parking variances and needing review from the Plan Commission. Attorney Karaca clarified that the Plan Commission can consider the change for the residential parking use. Mr. Barsotti asked who will be paying the taxes on the 288 residential parking spaces. Mr. Glazier said the 288 parking spaces will be privately owned and taxes will be paid by the ownership of the private portion of the property. Mr. Barsotti asked what was Plan B if the project doesn't get funded. Mr. Glazier replied he didn't have a Plan B that he will submit or discuss.

Mr. Barsotti said that in Tracy Cross' previous market feasibility report they reported a need for high-end condominiums, why did Mr. Glazier believe Tracy Cross will be correct now when they were wrong before. Mr. Glazier said Tracy Cross is a professional market research company that is well-respected and the report stands on its own two feet.

Mr. Barsotti asked about the income levels for the various apartment renters. Mr. Glazier replied you couldn't target specific figures and that it's based on a more general

assessment of demand and supply and location that drives pricing. Chair Bolte interjected that the answer may be addressed better by Mr. Doersching. Mr. Doersching replied the starting rent level in the development is \$1240. Mr. Doersching said renters typically pay 30% of their gross income for rent, so around \$45-50,000 starting income and the range goes up with no cap. Mr. Doersching said he believed the bulk would be in the \$50,000-100,000 range. Mr. Barsotti referred back to Mr. Doersching's report and asked what percentage of the single households, which are the target market, would make above \$50,000. Mr. Doersching said he'd have to get back with that information.

Mr. Barsotti asked how he could say renters would pay \$2000 a month in rent if Mr. Doersching doesn't know what they make. Mr. Doersching replied he does know, but doesn't have the information. Chair Bolte asked if Mr. Doersching could supply that information to them. Mr. Doersching agreed. Mr. Barsotti said of the households in Oak Park that earn over \$50,000 a year, 74% are married and don't fall into the target market listed, so it's a small sub-set of people that could afford these apartments. Mr. Doersching replied these are salient points about the depth of certain segments of the market that are typically renters. Mr. Barsotti asked if these renters will pay over \$2000 a month in rent. Mr. Doersching replied he didn't have it broken down that way in the report. Mr. Barsotti clarified his question, of the target market group of single, never-married, divorced or widowed in Oak Park, what is their average annual income. Mr. Doersching replied he did not have that information. Chair Bolte asked for him to get that information. Mr. Doersching agreed. Mr. Glazier conferred with Mr. Doersching. Mr. Doersching said the point in the study was that there was a significant demographic pool in Oak Park. Chair Bolte asked if they were suggesting the pool of potential renters are current residents of Oak Park. Mr. Doersching said absolutely not, they used Oak Park because by itself it has more than adequate demographic support. Chair Bolte asked Mr. Failor if the information the C-MAP team presented a few weeks ago talked about the housing and need and how Oak Park plays within the broader geographic area. Mr. Failor replied Housing Services Manager Tammie Grossman summarized that in her memo to them and provided a graph as well.

Mr. Barsotti said only two percent of Oak Park residents pay more than \$2,000 a month in rent, why did Mr. Doersching think the demand will be supported. Mr. Doersching replied he'd comment on that when he could actually look at the numbers and that the rents start in the project at \$1240 a month. Commissioner Moran asked Chair Bolte if they had the letter from Ray Heise as part of the record. Chair Bolte replied it was submitted as part of public comment from Mr. Barsotti.

Mr. Barsotti indicated he had questions for Mr. Vittale. Mr. Barsotti asked if there would be separate docks for moving trucks for the residents. Mr. Vittale replied there will be a loading dock area that will be included in the design. Mr. Barsotti asked if that will be for retail deliveries as well. Mr. Vittale said there's a required amount for the entire building and that will be satisfied. Mr. Barsotti asked how big the loading docks will be. Mr. Vittale said that's still in design but they will follow the code that Oak Park requires. Mr. Barsotti said in the last design they had trucks overhanging onto Forest unloading, will that be part of the design. Mr. Vittale replied that is a standard practice in the Chicago

region to allow for the anomalies of an 18-wheeler that might come through. Mr. Barsotti asked if trucks will block traffic on Forest. Mr. Vittale replied he couldn't say it won't happen but it's not standard.

Chair Bolte called for a break at 8:55 p.m.

The hearing resumed at 9:05 p.m.

Mr. Barsotti indicated he had questions for Mr. Millan. Mr. Barsotti asked how many parking spaces were in the area referenced in Mr. Millan's report. Mr. Millan replied the Grace Lot, the Calvary Lot and the 19<sup>th</sup> Century Club Lot that would be 162 spaces and added to that the on-street parking spaces in a 400-foot radius. Mr. Barsotti referenced the report, saying there would be never more than 312 cars parked. Mr. Millan agreed. Mr. Barsotti asked how that conclusion was reached. Mr. Millan replied it came from data Oak Park collected over four months. Mr. Barsotti asked if Mr. Millan vetted any of the data. Mr. Millan replied he doesn't distrust the data. Chair Bolte interjected that the questions should be related to the residential parking allowance. Mr. Barsotti asked Attorney Karaca what code or ordinance directs that the Plan Commission is bound by the directions of the Village Board. Attorney Karaca replied the answer is in the Village Zoning ordinance and it related to the jurisdiction of the Plan Commission. Mr. Karaca read that passage from the Village Code. Mr. Karaca replied the jurisdiction of the Plan Commission is at the pleasure of the Village Board and is limited to what the Village Board says it is.

Mr. Barsotti asked about the retail demand for parking, saying in Mr. Millan's original report it stated a max parking demand on the weekend for retail of 156 spaces with 46 spaces for employees. Mr. Barsotti then said Mr. Millan's retail demand shows a max usage of 37 spaces and asked about the discrepancy. Mr. Millan replied before it was being shared and they used the shared parking numbers for percentages, now that it's not being shared, ITE has an hourly distribution and they used that. Mr. Barsotti asked where in the analysis were employees considered. Mr. Acosta interjected that the retail is not considered changed in the referral. Commissioner Moran replied it does refer to the retail parking. Mr. Failor clarified that the staff report does mention the 18 spaces that are required for the portion of retail that is located in the B1/ B2 district. Mr. Millan replied they used the Village of Oak Park requirement that is inclusive of patrons and employees.

Mr. Barsotti asked what empirical evidence supports the claim that 25% of parking could be reduced by public transportation. Mr. Millan replied it was in the Village of Oak Park Code- it requires one parking space for every 500 square feet of retail. Mr. Millan said the U.S. Census showed 22-23% of the people in the area use public transportation overall. Commissioner Roberts asked about guests of residents in the apartment, where they would they park. Mr. Millan replied he did not have a study with him regarding guests but typically in an area like Oak Park, guests would park in a municipal parking area and according to the survey there is plenty of parking available within 400 feet. Commissioner Roberts discussed that the study didn't seem to have guests as part of the

consideration. Mr. Millan said he would look for more information and bring it to the next meeting.

Dr. Steven Harris, 225 N. Kenilworth. Dr. Harris indicated he had questions for Mr. Glazier. Dr. Harris asked was there any change in the amount that Oak Park taxpayers were going to have to subsidize, either directly or indirectly, in order for this to be an economically feasible project. Mr. Glazier replied no, there are no tax breaks or waivers of building permit fees. Dr. Harris asked how much smaller could the building be and still make sense economically. Mr. Glazier replied it's hard to say as they evaluated it from an optimal standpoint in the market. Dr. Harris replied people are sensitive to the size and the size has changed somewhat. Mr. Glazier replied it's the same massing. Dr. Harris explained it's a small lot and asked if they could change the footprint. Mr. Glazier replied the application is the application. Chair Bolte interrupted that height is not part of the amendment.

Dr. Harris asked how this project and the new configuration would benefit Oak Park, how many jobs might it bring. Mr. Glazier referred to the original application where there was an estimate of construction jobs, and said in terms of the Downtown Oak Park Master Plan, this was a catalyst site for redevelopment and part of this plan had a benefit of a lot of additional households living in downtown Oak Park.

Dr. Harris asked what the total expected occupancy in terms of headcount was. Mr. Glazier replied there are 270 units and they anticipate 1.4 persons per unit. Dr. Harris asked if the target demographic was single, unmarried and widowed. Mr. Doersching replied that it was a broad cross-section: singles, young couples without children, divorcees, widows, older singles or couples. Dr. Harris replied Mr. Doersching avoided school-age children and asked if it would be an adults-only or restricted by age so there won't be children. Mr. Glazier replied there are no restrictions. Dr. Harris asked, based on the projections, how would the project impact schools and school taxes. Mr. Glazier replied the tax burden on the property will be determined by the county assessor, in terms of the population of the building attending schools, if they are residents they can attend. Mr. Glazier replied he wouldn't know how many will have children but based on the demographic it's smaller because apartment dwellers tend not to have children living with them. Dr. Harris asked if they had done an analysis on whether the taxes that will be paid will be greater than the cost of the number of children attending school. Mr. Glazier replied they have not done an analysis, but they've projected the taxes in the application.

Dr. Harris asked if they could add a restrictive covenant that would restrict occupancy to adults and prevent any child to use the address to establish residency in Oak Park and attend school. Mr. Glazier replied they would not entertain that. Chair Bolte said it's not a senior building and you couldn't do that and any using of a false address to attend school is illegal.

Dr. Harris asked what was the value in square footage for the private land and the Oak Park land and air rights. Mr. Acosta replied it is the same as before. Chair Bolte asked if Mr. Acosta recalled the figures. Mr. Glazier replied the total assemblage is approximately

70,000 square feet, roughly 1/3 is Lake and Forest Investors and the balance is the Village's. Mr. Glazier said he couldn't quantify the air rights. Mr. Acosta explained the proportions of land are the same as before – 80 % private, 20% municipal parking. Dr. Harris asked if the shifting of the towers has changed the size. Mr. Glazier replied the footprint of the towers is identical; the mass above had been adjusted. Dr. Harris said the buildings' use had changed and why retain the tower structure rather than a short broader structure, such as three towers shorter but broader. Mr. Acosta replied it was previously determined that this configuration was a good one for the volume of space and better than alternative configurations so it was kept. Chair Bolte asked Mr. Failor if the Sertus slide show was on the website. Mr. Failor confirmed. Chair Bolte referred Dr. Harris to view the slide show. Commissioner Moran said the slide presentation from last week also showed the shifting towers.

Dr. Harris asked what would be the pros and cons of adding another floor of parking in the project to address some of the parking issues. Mr. Vittale responded that as an architect they get a program and the program says what the parking need is. Mr. Vittale said from a construction standpoint you'd want it to be as efficient as possible, getting the maximum amount of cars on each floor and if they were to add another 100 cars they'd be over what was approved for the building envelope. Dr. Harris asked if efficiency meant broad spaces or would it be squeezing too many spaces and you wouldn't be able to fit in. Mr. Vittale replied it is mandated by the code how big the spaces are and they will follow the code.

Chair Bolte continued the meeting to September 15. From 7-8pm will be the appraiser testimony. Chair Bolte moved the cross examination to October 6.

**OTHER BUSINESS**

None.

**ADJOURNMENT**

Commissioner Fausch motioned to adjourn. Commissioner Moran seconded.

The hearing was adjourned at 9:50 p.m.

Angela Schell,

Recording Secretary

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

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

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

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

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

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

**Non-Agenda Public Participation**

None.

**Approval of Minutes**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The meeting resumed at 9:10 p.m.

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

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

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

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

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

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

Chair Bolte opened public testimony.

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

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

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

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

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

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

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

Chair Bolte moved to discussion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

The meeting ended at 10:30 p.m.

Angela Schell,

Recording Secretary

MINUTES  
OAK PARK PLAN COMMISSION  
VILLAGE HALL- COUNCIL CHAMBERS  
October 6, 2011 – 7 p.m.

PRESENT: Chairperson Linda Bolte; Commissioners Deborah Fausch, Douglas Gilbert, David Mann, Gail Moran, Susan Roberts,

EXCUSED: Commissioners Mark Benson, Steven Rouse

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

APPLICANTS: Rolando Acosta from Ginsberg Jacobs, LLC.; Erik Doersching from Tracy Cross & Associates; Michael Glazier from Sertus Capital Partners, LLC; Javier Millan from KLOA, Inc.; Brian Vitale from Gensler

**CALL TO ORDER**

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

**APPROVAL OF MINUTES**

None.

Chair Bolte explained the balance of this hearing schedule, at the break they will discuss what will be done at the next meeting and the subsequent meetings. Chair Bolte said for this evening they'd like to conclude the cross-examination. Also, Chair Bolte explained the Village Board appointed Mr. Sonny Ginsberg to the Plan Commission at the September 6<sup>th</sup> Board meeting. Mr. Ginsberg will join at the conclusion of this hearing and other open hearings.

Chair Bolte reconvened the public hearing on Lake and Forest:

**PC 11-03: LAKE AND FOREST PLANNED DEVELOPMENT ORDINANCE AMENDMENT;** The Applicant seeks to amend Plan Development Ordinance No. 2010-O-014. The applicant is proposing to remove the hotel and condominium components from the project and add up to 270 residential rental units as well as increasing the number of parking spaces from 510 to 588 spaces and modifying the exterior materials and use. The applicant is also seeking two allowances for Density and Parking.

Chair Bolte asked if anyone had questions for the appraiser other than Mr. Murphy as the appraiser would not be present. It was determined that the appraiser would be at the next meeting.

**Cross examination**

Mr. Kevin Murphy, 210 Forest Ave., Oak Park. He has been a resident there for over 22 years. He indicated he'd like to question Mr. Glazier.

Chair Bolte said Mr. Glazier had already been sworn in.

Mr. Murphy referred back to Mr. Glazier's application for amendment, which included a market feasibility study by Tracy Cross on the residential use of the property. Mr. Murphy recalled the initial application included a commercial use market feasibility study done by Baum Realty and asked if there was a new commercial one done for the amendment application. Mr. Glazier replied there hasn't been another study done as they haven't changed the use.

Mr. Murphy asked if there was an update to the Baum Report. Mr. Glazier said nothing has been presented to the Plan Commission. Mr. Murphy asked if they've received a new report and Mr. Glazier replied not a formal one, but they've had conversations and updates on market conditions. Mr. Murphy asked if these conversations were with Baum people. Mr. Glazier indicated they were, as Baum is engaged as the retail broker for the project and Baum is soliciting parties for leasing the building.

Mr. Murphy asked if Mr. Glazier has any intention of presenting any additional information from Baum regarding the commercial market feasibility. Mr. Glazier replied they do not plan to as the market feasibility looks better in their opinion.

Mr. Murphy explained he had the Baum study with him and Chair Bolte interjected that it is not part of the amendment. Mr. Murphy said it is part of the amendment because the commercial uses are still in the project and the commercial uses are part of the parking demands for which the applicant is requesting allowances. Chair Bolte explained the allowances requested are for the residential portion and that the commercial numbers have not changed. Mr. Failor confirmed this. Mr. Murphy asserted that it will be determined that the numbers for the commercial parking have changed dramatically, and according to Mr. Millan's report, there are no parking provided for the commercial portion of the development.

Chair Bolte asked Mr. Acosta if he'd like to respond. Mr. Acosta replied the changes to the plan are the deletion of the hotel and adding of apartments and the parking associated with apartment use. Mr. Acosta said the retail was the same as before as was the parking associated with the retail. Mr. Acosta said the allowance is related to the number of parking spaces on the residential side.

Mr. Murphy replied that Mr. Millan's parking analysis is of both the parking demand of residential and commercial uses. Mr. Murphy stated the parking analysis presented by Mr. Millan is different than the analysis presented two year ago. Mr. Murphy said he needed to ask some preliminary questions of Mr. Glazier about the commercial use so that he can properly cross examine Mr. Millan. Chair Bolte indicated she would allow a few questions and cautioned Mr. Murphy that this is about the residential allowances, not commercial.

Commissioner Roberts asked Mr. Failor what was the original retail parking allotment. Mr. Failor replied in the first application there were 18 parking spaces that were required as part of the commercial portion being in the B-1, B-2 zoning district. The portion that is in the B-4 zoning district is exempt, based on zoning ordinances. Mr. Failor indicated that the applicants are supplying that in this application as well.

Mr. Murphy indicated to Mr. Glazier that both Baum and his architect indicate a full-service restaurant would be a suitable tenant for the building. Mr. Glazier agreed. Mr. Murphy asked Mr. Glazier if a sit-down restaurant would be a likely use of the space. Mr. Glazier replied that it's a desired use, likelihood would have to see. Mr. Murphy explained that Lake Street's commercial use is almost entirely sit-down restaurants. Mr. Glazier agreed there are restaurants there. Mr. Murphy asked if restaurants would occupy all of the commercial space at Lake and Forest. Mr. Glazier said no. Mr. Murphy asked if Lake Street investors would reject potential restaurant tenants. Mr. Glazier said if more than one applied, yes.

Mr. Murphy referred to page five's chart in the application that identifies 18 private spaces in the lower level garage. Mr. Murphy asked if that's a change from the time of Mr. Millan's report and if there is a change in the allocation of spaces. Mr. Glazier replied the parking count is the same, there has been some change in the location after discussions with the Village, and Mr. Millan may not have had that in his report. Mr. Murphy recalled that in the redevelopment agreement, all 288 privately-owned spaces to be on the top levels of the garage and asked if this had changed. Mr. Glazier said it was changed because it was deemed the lower level is less attractive for public use so the request was made by the Village to make 18 spaces in the lowest level private use and then start at ground level for the 300 count and go up from there. Mr. Murphy asked what drivers would have access to those 18 spaces. Mr. Glazier said it could be patrons of the building, employees or residents of the apartments. Mr. Murphy asked if they would lease those spaces to tenants upstairs. Mr. Glazier said it would be as they see fit. Mr. Murphy asked if the remained 270 spaces would be on the top two levels of the garage. Mr. Glazier said wherever the Village's 300 spaces end, they would segregate spaces beyond that. Mr. Murphy asked if the use of the 270 spaces would be limited to the residential tenants, subject to leases. Mr. Glazier agreed.

Mr. Murphy asked if, per the redevelopment agreement, the cost of construction the parking spaces is a max of \$28,800 per space. Mr. Glazier agreed. Mr. Murphy asked if that amount included the cost of the land. Mr. Glazier said it was all-inclusive. Mr. Murphy asked if there was a provision that all costs of land were excluded. Mr. Glazier replied the original redevelopment agreement provided for additional land costs, but as part of the amendment it was taken out. Mr. Glazier pointed out that Mr. Murphy is asking a redevelopment agreement cost question, not something related to the Plan Commission. Chair Bolte interjected that they would not be revisiting the redevelopment agreement and cannot be part of the deliberation.

Mr. Murphy pointed out that at \$70 per month, parking spaces would generate \$840 of annual revenue. Mr. Glazier agreed. Mr. Murphy pointed out that the revenue would repay the per-space construction costs in more than 34 years. Mr. Glazier agreed but said there is leverage involved in it as well. Chair Bolte interjected that the issues Mr. Murphy was bringing up sounded like issues for the Village Board and should not be directed to the Plan Commission. Mr. Murphy said the group needed to fully understand all of the issues related to the parking spaces. Chair Bolte allowed questioning to continue. Mr. Murphy asked Mr. Glazier if the 34 year payback period would cover only construction costs and not operating expenses or maintenance. Mr. Glazier said the rent is a gross rent and it would be indexed for inflation so it would go up, so there's leverage that makes the payback skewed in a way. Mr. Murphy asked if the leverage related to the borrowing costs doesn't work in their favor. Mr. Glazier said you have to look at the entire package of private uses and revenue stream generated on a net basis against the cost of that. Mr. Glazier explained it's called a "going-in/build to" cap, the yield on the investment and the private dollars will return, without inflation factored in, seven percent. Mr. Glazier said this was an acceptable return for a project like this. Mr. Murphy pointed out that the Village would only have parking spaces. Chair Bolte interrupted to caution not to repeat answers that are currently in the application.

Mr. Acosta interrupted to correct a point. He said that under the redevelopment agreement there is a cap on the Village's portion on the cost of the garage, but that there is no cap on the private side.

Mr. Murphy moved on to question Mr. Eric Doersching from Tracy Cross and Associates. Chair Bolte confirmed that Mr. Doersching had been sworn in.

Mr. Murphy said he had questions from Mr. Doersching's report dated August 2, 2001. Mr. Murphy established the report was compiled from a variety of third-party sources including interviews with developers, government officials and other third-parties. Referring to page five of the report, Mr. Murphy asked if the rental rate for the average base residences pertain to those residences on level five of the development. Mr. Doersching agreed. Mr. Murphy said those residences average a monthly rent of \$2,266 and over an average of 1,001 square feet for a square foot average of \$2.26. Mr. Doersching agreed. Mr. Murphy asked the average for all the apartments in the entire building, would that be \$2,113 monthly rent for an average of 886 square feet, for a square foot average of \$2.38. Mr. Doersching agreed. Mr. Murphy said this is the benchmark monthly rate and tenants would have to pay \$70 a month for a parking space. Mr. Doersching agreed. Mr. Murphy asked if adding the parking and additional premiums would increase the rent by \$.13 per square foot and make the average rent for all the apartments be \$2,227. Mr. Doersching agreed. Mr. Murphy asked Mr. Doersching if he recalled previously testifying that the rule of thumb is rental expenses should be 30 percent of a person's total income. Mr. Doersching said 30 to 35 percent. Mr. Murphy explained with his figures, the average income of the rental households in the building must be at least \$89,000. Mr. Doersching agreed.

Mr. Murphy referenced Mr. Doersching's report providing rental rates for Oak Park, City of Chicago and the west suburbs. Mr. Doersching agreed that the average rental numbers for Oak Park is \$2.14 per square foot. Mr. Murphy asked if the suburbs west of here had much lower figures. Mr. Doersching agreed. Mr. Murphy asked if the Oak Park developments include 100 Forest Place, Oak Park City and Oak Park Place, aka Whiteco. Mr. Doersching agreed. Mr. Murphy asked if Whiteco's \$2.34 per square foot rate is closest to the proposed benchmark listed at \$2.38 for Oak Park's rental rates. Mr. Doersching agreed.

Referring to page six of the report, Mr. Murphy said that the Lake and Forest development should be positioned similarly to that of Whiteco and the rents should be approximately \$300 more a month than comparable residences at 100 Forest Place. Mr. Doersching agreed. Mr. Murphy asked if the proposed rents should be approximately \$231 below competitive substitutes in the City of Chicago as per the report. Mr. Doersching agreed.

Referencing page six of Mr. Doersching's report, Mr. Murphy said that the scatter diagram represented all of the rents of all the various units of Oak Park Place. Mr. Doersching replied the diagram represented every unit type's base rent, not including premiums. Mr. Doersching explained the term, "base rent" means the first residential floor with the most complete set of units so you are comparing apples to apples from a base level and they deal with premiums after the fact. Mr. Murphy asked how many different types of model units are in the Whiteco building. Mr. Doersching replied fifteen. Mr. Murphy asked what level is the lowest level for the fifteen model types to be represented. Mr. Doersching replied he couldn't answer from memory. Mr. Murphy asked what level in the Whiteco building does the scatter diagram indicate. Mr. Doersching replied it was the lowest level, but without looking at the building he couldn't say a specific floor. Mr. Murphy asked if the same is true for scatter diagrams in the report that represent buildings in the city of Chicago. Mr. Doersching agreed. Mr. Murphy asked what floor levels are the lowest for those buildings. Mr. Doersching said he could not answer as it varies depending on parking configured within the buildings and ranges, anywhere from floor two to floor five, typically, but if there is a huge disparity they take that into consideration- meaning if a building's first residential floor didn't start until floor eleven analytically they'd consider that because they'd have views that weren't afforded to others in the marketplace.

Mr. Murphy asked rent figures were used for city of Chicago properties in the report in table four. Mr. Doersching replied the survey period of June 30, 2011. Mr. Murphy asked if the survey identifies which floor is the base level for each apartment. Mr. Doersching said it did not. Mr. Murphy asked how they were able to discern the base average rents from the data in the profiles. Mr. Doersching replied the profiles are all base rents, they are not averaged in the building, they are the base rent for that particular unit, not including premiums. Mr. Doersching explained if you have 16 unit types and 8 are on the first floor and 8 are on the second floor, because of mechanicals or commercial use, they'll use the first and second floors and that's their base- it's the lower level to maintain consistency relative to the base of the unit, where you enter market with your rents.

Mr. Murphy asked how many different unit types are represented in the Lake and Forest proposal. Mr. Doersching replied the proposed has 21, and toward the end of report where there are modifications have 9 or 10 different plan types. Mr. Murphy questioned how many of those 21 models are represented on level five of the proposed floor plans. Mr. Doersching answered 14. Chair Bolte interjected asking if the methodology in the report is an industry standard. Mr. Doersching confirmed and said Tracy Cross took part in creating the methodology.

Commissioner Gilbert asked in comparing the costs with other buildings in the area, are the prices all base unit costs without premiums? Mr. Doersching agreed and added when premiums are added they are based on comparables so you are doing apples to apples. He added you could do an average but with different building heights it's difficult so that's why they do base levels. Commissioner Gilbert said premiums would be different based on building views and amenities. Mr. Doersching agreed. Commissioner Gilbert asked if the pricing Tracy Cross acquires comes from leasing agents or building management. Mr. Doersching agreed.

Mr. Murphy clarified the benchmark rate does not include parking or other premiums. Mr. Doersching replied the term, benchmark, is their term when talking about rent recommendations, there's a strategic position to achieve this, however there are alternatives.

Mr. Murphy referred to a chart in exhibit four, in average rent per square foot, the \$2.26 per square foot referred to fifth floor apartments without parking and premiums. Mr. Doersching agreed. Mr. Murphy asked if the average for all the apartments is \$2.38 per square foot without including parking and premiums. Mr. Doersching disagreed, saying \$2.38 includes floor premiums but not premiums for corner unit or views. Mr. Murphy asked if the average plan size was 1001 square feet. Mr. Doersching said for the base floor selected because that's the average for the fifth floor. Mr. Murphy asked if the average plan size for the other buildings is the average plan size for the entire building. Mr. Doersching explained the average size is for building but the rent is relative to the base, the unit size is correlated to the base rent. Mr. Murphy asked when determining the average square foot of the building, do they look at the number of units of each size model. Mr. Doersching said it is weighted. Mr. Murphy asked if those numbers are the same for Chicago properties represented in the table. Mr. Doersching agreed. Mr. Murphy pointed out for Lake and Forest, only the units proposed for the fifth floor, not the entire building. Mr. Doersching agreed. Mr. Murphy asked if the line item for Lake and Forest is not calculated the same way as each of the line items on the chart. Mr. Doersching said if you treated Lake and Forest the same you'd have a different average footed but you'd also end up weighting the rents across the distribution and if calculated that way it'd be very similar.

Mr. Murphy asked about the buildings chosen for the city of Chicago properties included in the report. Mr. Doersching summed up the properties by saying it included all properties constructed in the last three years in the U.S. Census defined areas of Chicago



November 3, 2011

labeled Near North, Near West and Loop. Mr. Murphy asked if the appendixes identify such amenities such as swimming pools and fitness centers in these Chicago properties. Mr. Doersching agreed. Mr. Murphy asked if the Lake and Forest development would be a competitive substitute for these developments in premium locations. Mr. Doersching explained the reference in the report indicates the apartment community is positioned competitively with the most relative apartment development and like every market in the region, positioned higher than older stock- the city reference is to show in doing that, you are not representing a rent-value position that is equal to or above what they consider competitive substitutes or more favorable developments in the city of Chicago.

Mr. Murphy directed Mr. Doersching to the appendix relating to Oak Park Place, aka Whiteco. Mr. Murphy asked if 17 models were identified at Whiteco. Mr. Doersching agreed. Mr. Murphy asked what are Tracy Cross' sources of information to gather information on the models. Mr. Doersching replied they visit the development and interview the management team. Mr. Murphy asked if they visit every development. Mr. Doersching replied they keep a database and update it as soon as a development is introduced, they establish the base data. Rent level, levels of premium, occupancy all get updated if they have a report coming out. The units would not change, unless there is remodeling due to older stock, and then they'd change the mix. Mr. Murphy asked how information on occupancy is obtained. Mr. Doersching replied they interview on-site personnel. Mr. Murphy indicated that as of last survey indicated on date, June 30, 2011 there were 180 occupied units in Whiteco. Mr. Doersching replied for this assignment they also indicated how many units were leased at the time as opposed to occupied because it was a newer building. Mr. Murphy confirmed that the 180 indicates units that are occupied at the time of survey.

Mr. Murphy asked how Tracy Cross conducts surveys on the section labeled "Monthly Base Rents". Mr. Doersching replied they talk to on-site management. Mr. Murphy asked if they audit the records regarding the lease rates in the apartments. Mr. Doersching said they do not. Mr. Murphy asked what do the survey rent amounts mean for a specific model on a specific survey date; do they know how many units of a specific model were actually being rented at that rate? Mr. Doersching replied they do not. Mr. Murphy clarified that the amount listed was the amount advertised but that people could have entered into leases at a different amount. Mr. Doersching agreed. Mr. Murphy asked if they knew what rate the units are rented at today. Mr. Doersching said they do not, but they have a history of the base (advertised) rent.

Mr. Murphy said in regards to incentives, what the profile sheets show are the base rents at which the various units were being advertised at a point in time. Mr. Doersching replied when they interview building management, they ask what are you charging people now when they come in for that particular unit, it may not be advertised, it's what the leasing agent tells them is the base rent of the unit at the time.

Mr. Murphy asked if Mr. Doersching knew what current rental rates people may be paying on previous survey results on a particular model. Mr. Doersching replied he

wouldn't know that information. Mr. Murphy confirmed the only way to know that would be by looking at lease documents directly.

Mr. Murphy indicated the tables in their report supply a host of information about the properties and asked if any of that information is public records. Mr. Doersching agreed, saying it is proprietary information. Mr. Murphy confirmed that government documents are one of their sources of information. Mr. Murphy asked if Tracy Cross has had reason to gather property tax figures for properties they've examined or profiled. Mr. Doersching replied they don't collect that because the rent is the rent and they've never been asked to or needed to compile that information on rental properties. The government reference indicated talking with various planning and zoning individuals. Mr. Murphy asked if the properties profiled are paying property taxes at the time. Mr. Doersching indicated they are. Mr. Murphy asked if Tracy Cross could collect property tax information on these properties. Mr. Doersching replied he didn't know as he's never attempted to.

Chair Bolte indicated that Commissioner Rouse sent an email regarding some questions for Mr. Doersching. Chair Bolte believed most had been covered but did read from the email: Commissioner Rouse wanted to establish for the record Tracy Cross' basis for demand for rental for units similar to Oak Park Place; time to lease until full; concessions necessary; experience in this area; impact if any on surrounding home price; demand for 3 bedroom units; demand for LEED/Silver rental units; demand for property with geothermal versus regular heat; and number of vacant units similar to Oak Park place or Oak Park, River Forest, Forest Park area. Mr. Doersching replied he will send an email referencing the answers in the report and if the information is not in the report, he will answer. Mr. Failor will distribute the information to the commissioners and it will be on the record.

Mr. Murphy then questioned Mr. Millan. Referencing Mr. Millan's Traffic and Parking Analysis addendum dated July 15, 2011, Mr. Murphy confirmed that volume of traffic is determined by land use and by size of land use. Mr. Murphy established that Mr. Millan estimated the traffic volume for the commercial space of Oak Park Place using traffic generation rates from ITE Trip Generation, 8<sup>th</sup> Edition, a report published by the Institute of Transportation Engineers. Mr. Murphy said the ITE report is based on trip generation studies from public agencies and consultants. Mr. Millan agreed. Mr. Murphy confirmed the studies are based on actual observations and counts of actual traffic generated by actual sites. Mr. Murphy asked if all the data is analyzed to determine rates of traffic for different types of uses, different days of the week, and different times of the day. Mr. Millan agreed. Referencing page two, table one of Mr. Millan's report, Mr. Murphy confirmed sets forth traffic generation estimates for the residential use and the commercial use of Oak Park Place for weekday morning, weekday evening and Saturday. Mr. Murphy established, in footnote one, the apartment traffic is reduced by 25 percent to account for public transportation usage. Mr. Millan agreed that data came from U.S. Census data. Mr. Murphy asked about the data collected from the U.S. Census. Mr. Millan replied there is a table that gives the journey to work characteristics of the area, breaking down in the area how many people take public transportation or walk. Mr.

Murphy confirmed the table is solely limited to journey to work. Mr. Murphy asked about the empty nesters and retirees that might be renting apartment units, where would they be going at that time. Mr. Millan replied some might drive, others might not decide to drive during the rush hour. Mr. Murphy asked if they aren't going to work, the U.S. Census figure has no application for their trips. Mr. Millan agreed. Mr. Murphy asked where people are going on Saturday morning during peak hours. Mr. Millan replied ITE doesn't say where they are going, but it's people traveling- could be going to Jewel, visiting relatives, could be going to work, it's all-inclusive. Mr. Murphy said it wouldn't be appropriate to reduce the estimates on Saturday based on the Census if they aren't going to work. Mr. Millan said not based on the Census, but in downtown Oak Park, many people like to use public transportation. Mr. Murphy said using the Census data, there would be no support for the reduction on trips other than going to work. Mr. Millan agreed.

Mr. Murphy asked about the morning and Saturday peak hour trips that used a ratio of specialty retail and shopping center trips. Mr. Murphy asked why they used a ratio for weekday morning and Saturday but not weekday afternoon. Mr. Millan replied the ITE data does not provide data for the specialty retail for the morning and Saturday peak hour, so they looked at how much specialty retail generates during the weekday and they came up with a ratio to apply that to morning and Saturday. Mr. Millan said specialty retail doesn't follow a trend specifically because it can be so unique.

Mr. Murphy, referencing the report, Parking Analysis, confirmed the report refers to a parking demand study done by the Village of Oak Park regarding 525 parking spaces in the existing garage, nearby parking lots, and metered parking along Lake Street. Mr. Murphy confirmed in the report it said at least 213 of those parking spaces are empty at all times on weekdays. Mr. Murphy confirmed that in the study at least 270 of the spaces are empty on weekends. Mr. Murphy asked if Mr. Millan had seen the actual data sheets from this study. Mr. Millan said he did. Mr. Murphy asked if they were hand done entries on a sheet. Mr. Millan said it was an excel spreadsheet.

Mr. Murphy provided copies of the "hand-done" data counts from the Village of Oak Park report. The data sheets were from thirteen days in July, 2009, twelve weekdays and one Saturday. Mr. Murphy asked Mr. Millan if he had seen these. Mr. Millan had not.

Mr. Murphy, referencing the "hand-done" data sheet for Saturday at 10 a.m., established that 295 cars were counted in the garage and Lot 4. Mr. Murphy established at 10:30 a.m. the other lots and meters had 212 cars, for a total of 507 cars.

Mr. Murphy said on July 15 at 10 a.m. the total count for the Lake and Forest garage and Lot 4 and surrounding lots and meters at 10:30 was 475 cars, leaving only 50 vacant at that time. Mr. Millan said it was correct for that specific day. Mr. Murphy explained that looking at the 13 "hand-done" data sheets there was not a single day where 213 spaces were empty at all times. Mr. Murphy said the average peak number of cars on a weekday count was 425, leaving only 100 spaces available.

Commissioner Gilbert interjected that some of the commissioners had raised the issue of parking spaces and the amount of public parking being provided previously and were told this was not to be an issue to be reviewed under this proposal.

Chair Bolte replied that the 300 spaces in the garage are not part of this amendment request. Mr. Murphy said the report states that all of the parking demand from the commercial uses of this development will be accommodated either from the 300 parking spaces to be built in the garage or from area lots. Mr. Murphy said there is a question of how much available parking there is and in prior testimony, it was said the Village of Oak Park report shows there is plenty of parking available. Mr. Murphy said it is completely not true.

Commissioner Moran asked if new commissioners were provided new data from Parking Services Manager Cara Pavlicek. Chair Bolte said she believed so. Mr. Failor confirmed.

Chair Bolte asked if all the parking demand is not expected to be covered by the 300 unit garage. Mr. Failor replied that the village does not anticipate all the parking in the area to go to this garage. Mr. Failor explained the parking manager says the Holley Court garage is underutilized considerably during certain days and times and in the works are other parking structures in the downtown area in the future.

Chair Bolte said that she's observed the Grace parking lot to be virtually empty mid-day every day, substantially empty on Saturdays. The Calvary lots are also very empty. Previously, when she was commuting these lots were full, so she said there has been a tremendous change in parking habits in downtown. To put too much emphasis on one date is losing site of the larger picture, you don't plan for a peak day, you get a sense of the bigger crunches, what that looks like, but you plan for 365 days and plan for changes over time and don't built more than you need. Chair Bolte asked Mr. Failor if he could ask Ms. Pavlicek why there's been such a decrease in this area's parking needs.

Commissioner Gilbert interjected that he believed the Plan Commission had discussed this issue and the response was the Village Board had set the public parking spaces in the garage. It's not under their purview and not to rehash what had been done before. Attorney Karaca replied the Plan Commission, by its mandate by the Board, in this instance could not come to the Board and say we need more public parking spaces.

Mr. Murphy said the village has no obligation to provide the public any parking spaces. Mr. Murphy said the question is what is the parking demand to be generated by the two uses of the project- residential and commercial? Is the developer providing enough parking with 288 spaces, that's why they are seeking an allowance.

Commissioner Moran interjected that the only parking that's under consideration is for the residential not commercial portion. Chair Bolte agreed, the allowance is only for the residential parking. Mr. Failor explained the downtown is a transit-oriented area and we do not want to promote car traffic. We feel that one car per dwelling unit is appropriate, if

you allow two cars per unit you'll get two cars, adding congestion. The units should be advertised as having one space per unit and that there's public transportation available.

Commissioner Roberts asked for research beyond people having their own cars, what service people, what guests would use. Chair Bolte replied that to meet that requirement is part of the public parking, not part of the building allowance issue tied to the zoning.

Mr. Murphy confirmed Mr. Millan used another ITE study to calculate the hourly fluctuations of parking demand associated with the commercial uses at the property. Mr. Acosta interrupted that the Plan Commission is charged by the Village Board to look at the variance requested for the residential parking. Chair Bolte replied that Mr. Murphy is quoting from the amended report, which he is allowed to question.

Mr. Murphy asked Mr. Millan if he used the ITE database to calculate the volume of parking demand at either the residential or commercial uses. Mr. Millan agreed. Mr. Murphy recalled two years ago, Mr. Millan's parking demand study used data from the Urban Land Institute- he asked if Mr. Millan used data from this group for the current parking demand study. Mr. Millan replied he did not because if the parking is no longer shared there's parking for the residential and there's parking for the commercial use. Mr. Murphy again questioned why no Urban Land Institute data was used, Mr. Millan replied ITE recommends wherever there is local data available it is better to use it than other surveys.

Mr. Murphy refers to page five of the report, confirming that Mr. Millan used the parking ratio of spaces to apartments at the Whiteco building to determine what would be an adequate ratio for residential portion of the Lake and Forest project. Mr. Millan confirmed the ratio is 1.05 parking spaces per residential unit. Mr. Murphy asserted that all the units at Whiteco were not occupied, as per information from Tracy Cross as June 30, 2011, which would change the ratio to 1.16 spaces per unit, changing the demand to 315 parking spaces.

Commissioner Fausch asked Mr. Millan to comment on the 13 days of data from the Village of Oak Park. Mr. Millan replied he had the summary of data for four months: April through July. Mr. Millan believes that's where the discrepancy is being only 13 days out of four months.

Chair Bolte called for a break at 8:51 p.m.

The meeting resumed at 9:04 p.m.

Bolte discussed the balance of the schedule for the Plan Commission. Chair Bolte expected to conclude cross examination with the exception of the appraiser, which will begin on October 20<sup>th</sup>. At that time public comment will begin. Mr. Failor explained that at that meeting there will also be the public hearing on Madison Street Overlay Transit Text Amendment, which will be scheduled for the first hour. Also scheduled will be findings of fact on the fence. Chair Bolte said they hope to conclude public comment on

the next meeting on November 3<sup>rd</sup> and then closing statements by the applicant and objector(s). If public comment goes on longer, it will be pushed to the meeting scheduled on November 17<sup>th</sup>.

Mr. Failor confirmed that on November 17<sup>th</sup> there will be another hearing on the transit overlay district and green roof. Chair Bolte asked Mr. Failor to hold off on public letters on the overlay district and green roof until December in case there needs to be a postponement of those hearings. Chair Bolte explained she'd like to begin deliberations by November 3<sup>rd</sup>, if not then by November 17<sup>th</sup>.

Mr. Murphy told Chair Bolte that he plans to submit evidence before the next hearing regarding parking and would be available for any questions. Chair Bolte said testimony can be submitted orally or through written documents and that all of the record goes to the Village Board.

Mr. Millan presented some calculations from the raw data provided by Mr. Murphy. Mr. Millan explained he concentrated on the Lake and Forest garage, Calvary Lot, Grace Lot and the 19<sup>th</sup> Century Club Lot. He said he believed that the discrepancy could be due to meters on Kenilworth, he would have to check if in total that would add to the totals in his report. Mr. Millan presented data from the U.S. Census on vehicle ownership for the area, saying 22.6% of the renters in the area have no vehicles, 57.3% have one vehicle, 19% have two vehicles and 1.2% have three vehicles. Using this data, he calculated a need of 266 vehicles for the residential units. Chair Bolte asked him to put this in a report emailed to Mr. Failor to be shared.

Mr. Murphy confirmed with Mr. Glazier that in the initial application 24,556 square feet was identified as retail use, changed in the amended version to 25,000 square feet. Mr. Murphy asked if the change from \$65 monthly rental for parking spaces to \$70 was due to advice from Tracy Cross. Mr. Glazier replied from them and other sources. Mr. Murphy confirmed with Mr. Glazier that the monthly rent per square foot for residential apartments changed from \$2.35 to \$2.38 due to information from Tracy Cross as well.

Mr. Murphy asked what the source is of the 17% figure of real estate taxes as a percentage of gross revenue listed in the revision. Mr. Glazier replied it's a rule of thumb for commercial tax assessment, commonly used for TIF districts. Mr. Murphy asked if there is any other data to support that figure. Mr. Glazier replied they looked at Whiteco taxes, which are public record, to get a comparable. Mr. Murphy asked what percentage of the property taxes being charged to Whiteco as a percentage of their rental rates? Mr. Glazier replied he did not want to speculate. Mr. Murphy asked if there are any other Oak Park properties for which they have property tax information. Mr. Glazier replied it's the only one they researched as it's the most comparable. Mr. Murphy asked if that data supports or contradicts the 17% projected amount. Mr. Glazier confirmed they do not know. Mr. Murphy asked Mr. Glazier to look into that and supply the information to the Commission. Mr. Glazier indicated he would do so.

Mr. Murphy asked Mr. Glazier about the financing plan in the application. Mr. Murphy asked if the mortgage financing the single construction loan of units two and three be a mortgage upon the entire, combined parcels of property. Mr. Glazier replied it would be on whatever is financed. Mr. Glazier explained if when they close, the Village would convey its parcel into a single combined parcel and construction would commence and it would be "tenants-in-common". If the Village pays its share for the parking set forth in the agreement, their rights would be carved out in any first mortgage claims by a lender. Mr. Glazier said it's likely, based on conversations they've had with the Village, that the Village would not pay any money until construction completion of the 300 spaces, and at conveyance they will pay their money in return there will be a vertical subdivision and a re-conveyance back of the 300 spaces to the Village and they'll own it as a separate unit.

Mr. Murphy discussed the financing plan to use a 60% loan and a 40% equity investment for the private investment of the retail and residential. Mr. Murphy asked if the 40% equity piece includes the value of the land as part of the equity. Mr. Glazier replied it will include the investor's parcel of land and the costs in acquiring it; it will not attribute any value to the village property because they have an obligation to convey it back.

Chair Bolte reminded Mr. Murphy that the redevelopment agreement and the transactions associated with it are not within the Plan Commission's purview. Mr. Murphy recalled that in the previous agreement, the property was being conveyed for a dollar because but for that contribution of the property the construction of a hotel would not be viable. Mr. Glazier agreed. Mr. Murphy stated we aren't building a hotel anymore. Mr. Acosta interrupted to say a discussion of the wisdom of the Village Board conveying land for any amount is irrelevant. Mr. Murphy asked if the project would be viable currently without the contribution of the property by the village. Mr. Glazier responded that the previous agreement had incentives and reimbursements from the Village as part of the hotel agreement, but those were done away with in the amendment.

Mr. Murphy asked if Lake Street Investors were required to construct the 85 parking spaces that it is seeking an allowance for, would that make the project not viable? Mr. Glazier replied he couldn't speculate as he has not evaluated that and couldn't without more research.

Chair Bolte asked Mr. Failor to lay out the material samples brought in by the architect, Brian Vitale. Chair Bolte asked each commissioner to say their question before Mr. Vitale would respond. Commissioner Moran asked about the feasibility of putting public art on the north side of the building to make it more visually appealing. Commissioner Roberts was interested in getting some comparable buildings with the colored panels, such as the State of Illinois building to see what it would look like.

Mr. Brian Vitale with Gensler Architecture explained that the samples represent the major elements of the building. Mr. Vitale said the Roman brick has the longer horizontal dimension and comes with an iron spot on it to give it more texture. Mr. Vitale explained the glass sample was proposed for the tower, which is the majority of the building but

will have a different glass for retail that is clearer for display windows. Mr. Vitale discussed the architectural precast has a limestone quality to it.

Commissioner Gilbert asked if they will get elevations that will indicate materials to put into a record. Mr. Vitale replied it should be toward the end of the presentation, there are end elevations that have the material but if it's not called out they could add a tagline.

Commissioner Fausch referenced the presentation and asked if there is a change in color in the tower façade and clarified in the northern portion the tower is partly glass and partly the limestone-like material.

Commissioner Moran asked if we have the materials proposed for balconies. Mr. Vitale explained they are still being fabricated but he could bring those to the next presentation.

Commissioner Gilbert clarified that it would be clearer if the materials were called out in a note that could be put on record. Mr. Vitale agreed.

Commissioner Fausch confirmed the lower mass of the building has a combination of glass and limestone, the taller portion is all glass. Commissioner Mann added on the elevation that's where you could add color effects as seen there and on the retail façade and how they would be achieved. Mr. Vitale replied the retail color would more than likely be a film applied to the glass.

Chair Bolte asked if there are different types of glass. Mr. Vitale explained the material sample of glass is what 95 percent of the building would be, an insulated glass for energy performance for the tower and residential units. The retail would get more transparent glass without a tint to it; many times they use an iron glass, which is meant for a transparency for retail goods. Commissioner Gilbert asked about the spandrel glass. Mr. Vitale said that detail is still being worked out and they will try to avoid it with maybe a shadow box, all will depend on the budget. Commissioner Gilbert asked how they could avoid it if it's almost all glass. Mr. Vitale replied that with residential projects the floor slabs are pretty thin, so you don't get a thick sandwich between floor and ceiling. Gilbert asked what the structural element of slab is. Mr. Vitale replied it is metal-clad, clear anodized aluminum.

Chair Bolte directed a question to the architects on the commission if there is an issue with the type of aluminum. Commissioner Mann explained in the design of the curtain wall mullions can vary. Mr. Vitale replied there will be a combination of some capped and uncapped mullions, if you don't do a cap it gives the appearance of a more transparent building so in this case, they are doing both. Commissioner Mann asked if Mr. Vitale could take the elevations and further define that for the record. Mr. Vitale agreed.

Commissioner Gilbert discussed the clear anodized aluminum looks like raw aluminum with no color or coating so it's a whitish metal. Mr. Vitale pointed out the metal in the room surrounding the windows was a good example and explained the clear anodized is



the least amount of maintenance. Commissioner Gilbert clarified it won't be a shiny metal like the Trump building downtown.

Commissioner Roberts asked about the balconies on older buildings with the colored panels and don't look good. Mr. Vitale replied those balconies are painted where this is meant to be a translucent glass panel so the color won't peel or fade. Mr. Vitale said he will provide some examples.

Commissioner Moran asked if the precast sample is for the north wall. Mr. Vitale said it was not the garage wall. Mr. Vitale discussed that they've talked with a lot of community groups in Oak Park about the north wall and that will continue to be investigated. Mr. Vitale said they will look at the economic situation at the time of final approval but the proposal is a precast with a thin brick as part of it. There have been other proposals that include a larger cost that include art, maybe a public mural. Another idea is the 19<sup>th</sup> Century Club property could have added landscaping planted. Commissioner Moran asked Mr. Vitale to explain the thin brick. Mr. Vitale explained the brick would be cut in half and embedded in the wall, similar to the North Avenue development of the former Plunkett's building in River Forest. Mr. Vitale reiterated that it will depend on the final budget allocated to that part as it's the back of the building and they want to be as economical as possible.

Commissioner Moran pointed out that we are losing one compensating benefit in losing the public space on the top of the building and she is asking for one compensating benefit with respect to that wall. Chair Bolte asked if there could be a minimum threshold or statement, something that would give flexibility but wouldn't come back and be totally different. Commissioner Gilbert asked what the standard is as he thought the commission wanted specificity on design and construction materials and detail we expect the applicant to hold to. Chair Bolte replied they've been fairly specific and we can be as specific as we want to in terms of a recommendation but the Board can say that's overkill. Chair Bolte agreed they should give some flexibility but not so much that they don't recognize it later. Mr. Failor interjected that the language will probably say "within substantial conformance with" that gives wiggle room and staff has administrative authority on minor changes that deal with aesthetics. In the past if there've been changes beyond the concept approved; they bring it back to the Plan Commission for review. Commissioner Gilbert explained in architectural parlance they would want something more toward design development phase rather than schematic. Mr. Vitale agreed.

Commissioner Gilbert asked if they've had discussions with other entities in the village, taking public feedback and if so, if tweaking the design they'd like to know. Mr. Vitale replied they've met with the Oak Park Architectural League, the Historic Preservation Commission most of them are happy with the planning. They came up with similar questions about the north wall. They understood the direction we are trying to go. Mr. Failor interjected that the Plan Commission will receive a report from the Historic Preservation Commission after the full commission meets. Mr. Vitale explained the corner design question has come up and the difficulty of the corner design deals with who will lease that space and how they'll want to change the corner- for example, a restaurant

may want a modern design with glass or stone. Commissioner Gilbert asked what the column would be. Mr. Vitale replied when they bring back window wall detailing they will bring more details for that as well.

Commissioner Mann asked about the LEED-Silver designation, how will they achieve that? Mr. Vitale replied he could give a LEED checklist they could submit. Commissioner Mann responded there has been talk of geothermal. Mr. Vitale responded that geothermal is not on the table, as it doesn't make economic sense. In Chicago and outlying areas, it's difficult to do a building that's not LEED-certified. Mr. Failor pointed out there is a LEED checklist in the first application and Mr. Vitale replied they could update it.

Chair Bolte said we want to make sure there is consistency and detail in their recommendations on where they think they are going on a green roof.

Commissioner Fausch asked what the rationale was in putting Roman brick in small portions given most of the building is in precast and glass. Mr. Vitale responded the brick becomes an accent and it's pushed in the most visible part of the building where pedestrians are able to see.

Mr. Failor discussed the green roof issue- the Energy and Environment Commission indicated that it will not provide comment to the Plan Commission on the green roof, but the Design Commission will take on that task.

#### **OTHER BUSINESS**

None.

Chair Bolte moved to continue the hearing on October 20<sup>th</sup>, 2011 at 7pm.

#### **ADJOURNMENT**

Motion to adjourn by Commissioner Fausch. Seconded by Commissioner Mann.

Meeting adjourned at 10:25 p.m.

Angela Schell,

Recording Secretary

MINUTES  
OAK PARK PLAN COMMISSION  
VILLAGE HALL- COUNCIL CHAMBERS  
October 20, 2011 – 7 p.m.

- PRESENT: Chairperson Linda Bolte; Commissioners Mark Benson, Deborah Fausch, Douglas Gilbert, Sonny Ginsberg, David Mann, Gail Moran, Susan Roberts, Steven Rouse
- ALSO PRESENT: Craig Failor, Village Planner, Plan Commission Attorney Jacob Karaca
- APPLICANTS: **PC 11-04:** Joe Seok; Bates Larson, attorney for applicant
- PC 11-03:** Rolando Acosta from Ginsberg Jacobs, LLC.; Michael Glazier from Sertus Capital Partners, LLC; Michael MaRous from MaRous & Company; Brian Vitale from Gensler

Chair Bolte called the meeting to order at 7:05pm and roll was called.

Chair Bolte welcomed Commissioner Ginsberg and explained he would participate with only the Madison Street Text Amendment.

**Non –Agenda Public Participation**

None.

**Approval of Minutes**

None.

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

Commissioner Moran motioned, Commissioner Mann seconded.

Commissioner Moran recommended a slight change in the language on page three.

Commissioner Roberts questioned limiting the fences to wood or masonry. Chair Bolte explained the recommendation was deliberate in limiting the material as wood or masonry and not metal. Mr. Failor agreed.

**MOTION**

A roll call vote was taken.

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

The motion passed 8-0.

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

The Applicant seeks approval of proposed amendment to the Oak Park Zoning Ordinance by adding to Section 3.9.6(F)(2) – “f. Beauty Supply Stores shall not be located within 500 feet of one another or a similar use.” OPENED and CONTINUED from September 15, 2011

Mr. Failor explained the applicant was requesting a text amendment to the Madison Street Overlay District’s zoning ordinance to include a restriction on beauty supply stores within 500 feet of one another. Mr. Failor said the restriction currently existed in the Perimeter Overlay District on Madison Street on the first block east and the first block west. The applicants are asking to extend it to the full corridor adding it into the Madison Overlay District.

Attorney Jacob Karaca swore in everyone who planned to give testimony.

Ms. Bates Larson, attorney for applicant Mr. Joe Seok. Mr. Seok is the son of Mr. Kyun Seok the owner of K-Stone Beauty Supply Stores at 20 Madison.

Ms. Larson asked Mr. Seok to describe K-Stone. Mr. Seok replied it’s a beauty supply store selling everything from wigs, hair extensions, jewelry and supplies like shampoos and conditioners. Mr. Seok said the store had been on Madison for over 18 years and they had another location in North Riverside. Ms. Larson asked Mr. Seok what was his understanding of the overlay districts. Mr. Seok replied their store was located in both the Perimeter and in the Madison Street Overlay Districts. Ms. Larson asked if Mr. Seok had an understanding of the limitations placed on his business being in both districts. Mr. Seok replied in the Perimeter district there was a restriction of beauty supply stores being within 500 feet of each other and there were no restrictions in the Madison Overlay district.

Ms. Larson asked about other beauty supply stores within 500 feet of K-Stone. Mr. Seok replied Queens was located at 14 Madison, next door. Ms. Larson clarified the businesses predated the restrictions in the Perimeter districts. Ms. Larson asked Mr. Seok if he’d heard of any other beauty supply stores within 500 feet of his store. Mr. Seok replied 44 Madison was possibly becoming a beauty supply store. Ms. Larson asked what steps Mr.

Seok took when he heard there was another store moving in within 500 feet of K-Stone. Mr. Seok said he checked the Perimeter Overlay District and thought the protections meant a true, 500-foot radius but then learned the 500 foot did not extend past the border of the Perimeter Overlay district.

Ms. Larson asked Mr. Seok why he was asking for a text amendment that applied the Perimeter district restrictions to the entire length of the Madison street corridor. Mr. Seok replied it would provide consistency like other districts such as Roosevelt Road, it would promote diverse and different types of businesses and it would prevent an oversaturation of similar businesses.

Ms. Larson explained K-Stone had been next door to another beauty supply store for more than 10 years, why was Mr. Seok concerned about oversaturation. Mr. Seok replied the idea was to provide variety- if there was a bakery or shoe store, they would come to get a piece of cake then they may come in to get shampoo or shoes but with oversaturation they would only come to go to one store and others would suffer.

Ms. Larson asked if there were other beauty supply stores on Madison in addition to Queen, K-Stone and the applicant at 44 Madison. Mr. Seok replied a new store just opened in the old Walgreens location just west of Oak Park Avenue, more than 500 feet from K-Stone.

Ms. Larson asked Mr. Seok if he knew who applied for the permit at 44 Madison. Mr. Seok replied he believed it was Cosmos Beauty Supply. Ms. Larson asked if Cosmos was a chain. Mr. Seok replied they had 20-plus locations in the area. Ms. Larson asked if the owners of Cosmos opened up stores within close proximity to each other. Mr. Seok replied they sometimes opened stores across the street from each other, like in the south side of Chicago.

Chair Bolte explained the procedure, saying next would be cross examination, then public testimony, closing remarks by the applicant and opposers could give a closing statement. Then the Plan Commission had deliberation and decision. Chair Bolte asked Mr. Failor to clarify that the text amendment request had no bearing on the application pending with the village. Mr. Failor said the application at 44 Madison was currently in the process and the ruling had no impact on the business application process. Attorney Karaca explained there were due process concerns and must be done this way.

Chair Bolte opened cross examination.

Ms. Joanne Hurley, attorney for the business license applicant and owner of 44 Madison and 501, 503, 505, 507 Lyman. Ms. Hurley asked Mr. Seok to describe the exterior of K-Stone beauty supply store. Mr. Seok said it was red brick with glass windows. Ms. Hurley asked if there were posters all over the windows. Mr. Seok agreed, saying the posters were products that they sell in the store. Ms. Hurley asked Mr. Seok if during the four-year time period that the zoning changes were considered and various groups within

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the Village were giving input, did he provide any input during that time. Mr. Seok replied he was away at school and he was unsure if his father, the owner, gave any input.

Ms. Hurley asked Mr. Seok if he was aware of the Madison Street Corridor plan, which set up the Village's goals for the area over a long period of time and solicited community involvement. Mr. Seok replied yes. Ms. Hurley asked if he or his father provided any input. Mr. Seok replied he went to the first meeting.

Ms. Hurley asked Mr. Seok if he only provided his input to the Village after learning that other people would be involved with the same business rather than during the time of the restrictions being considered. Mr. Seok replied he was under the assumption that the Perimeter Overlay district protected them so there was no need to look into it further. Ms. Hurley asked if he was aware that when the Village amended the zoning one goal was to provide information on its website. Mr. Seok agreed. Ms. Hurley asked if he understood there was a one-block Perimeter area and the rest of Madison was a different zoning district. Mr. Seok replied he understood there were two zoning districts, but he was under the assumption the 500 foot was a true radius restriction. Ms. Hurley asked if he knew the goal of zoning is to accomplish the Village's goals the benefit of the individual business. Mr. Seok agreed.

Chair Bolte moved on to public testimony reminding there were five minutes allotted for each speaker.

Mr. Jerome Ketzback, 7730 Lake Street in River Forest, owns property on the first block of Madison Street. Mr. Ketzback said he was in favor of extending the boundaries of the Perimeter district. Mr. Ketzback said he also owns Laurie's bakery and when Dunkin Donuts moved in he lost 30% of his morning business. He said he paid in excess of \$50,000 a year in real estate taxes to Oak Park and it affected his business. He said he owns the building Queens beauty supply was located in, it had been in business for over 30 years. Mr. Ketzback said if they were to go out of business because of increased competition it would have a ripple effect on him, he would have to close down his business.

Mr. Robert Bethay, owner of Queens beauty supply store at 14 Madison. Mr. Bethay asked how could he survive if there was a zone with 20-30 beauty supply stores in one location. Mr. Bethay said he didn't know the zoning was like this, how you could put the same stores near each other, like the bakery and Dunkin Donuts. Chair Bolte reminded everyone that the 44 Madison location wasn't the issue before the Plan Commission, they were talking about future beauty supply businesses.

Mr. Jose Pettis, 805 Humphrey. Mr. Pettis explained that businesses mean jobs and jobs were needed in this economy and he was for business and competition. Mr. Pettis said things may not be the same at the new store as it was at the other stores.

Mr. Deshawn Harris, 1012 S. Maple. Mr. Harris explained he was a bar and security associate and was looking to operate his own company. He said he's looked at some job

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opportunities and Cosmos was one of his opportunities. Mr. Harris said he believed in opening more stores and providing more opportunities. He said that we're all Oak Park residents and it was time for us to look out for each other.

Mr. Andre Robinson, lives in downtown Oak Park. Mr. Robinson said K-stone closes at 8 p.m. and it was hard for him to travel this way after work. Mr. Robinson said a new store would be more convenient.

Mr. Akeem Armstrong, 1012 S. Maple. Mr. Armstrong said he was for competition and to have options. He said it might not benefit the businesses individually but from a customer standpoint, we would have options.

Ms. Krystal Sanchez, 1641 N. Natchez in Chicago. Ms. Sanchez said it was not about competition, but that other people needed job opportunities and a variety of products. Ms. Sanchez said different stores carried different products and if they opened a new one and it had different things it would benefit all of us.

Ms. Kaylene Bellamy, 1030 S. Elmwood. Ms. Bellamy said she used to live near the two beauty supply stores and had been a customer of both. Ms. Bellamy said she would like another one to open to get a better selection of things. She said K-stone had cramped parking and where the new store will be will have better parking. Ms. Bellamy said she hadn't always been able to find all that she needed at the current stores.

Chair Bolte reminded the public that 44 Madison was not the issue before the Plan Commission. It would be future stores opening within 500 feet of the existing stores. Chair Bolte asked if anyone had a comment about a fourth or fifth store opening within 500 feet in the future.

Ms. Bellamy responded that beauty supply stores have different products. She said she had been to Queens and K-Stone and they each carry different products. She said it was not about the numbers of them, necessarily, but the quality of the products. Chair Bolte asked if there were product lines not covered in the existing three stores. Ms. Bellamy replied each store specializes in different product lines, some sell hair and there were a lot of different brands of hair.

Mr. Harris explained in terms of business, it needed to be more, more and more. He said we've all gone to Burger King to get a burger and McDonald's to get the fries. Mr. Harris said the bigger Oak Park gets, the better it is.

Mr. James John, 1641 N. Natchez in Chicago. Mr. John said he's a college student and it was not the wealthiest life. He said the more businesses that were available; the more chances there were to support our lives. Mr. John said more opportunities make life easier for everybody.

Ms. Alexis Collins, 7206 W. Oak Avenue. Ms. Collins said she goes to a lot of beauty supply stores here. She said she was about the service, for example if she goes to McDonald's she might go a specific one based on how they treated her.

Mr. Young Choi, owner of 44 Madison, 501, 503, 505, 507 Lyman. Mr. Choi said this was the first time he had bought commercial property in Oak Park. He said he wanted to invest in Oak Park because he liked it here, but had concerns about the area because it was not an area where people walk around to shop. Mr. Choi said he decided to take a chance and buy property in a single lot with the thought that they'd improve one block and the improvement would improve the whole area. He said when construction was finished it would represent an investment of \$1.5 million on Madison. Mr. Choi said he believed in being part of community, he had a scholarship fund to give back to the community and he would open that to Oak Park residents. Mr. Choi said 12-14 jobs would be created at 44 Madison and more jobs would come to the Lyman property, depending on if Lyman will be all retail, part retail or restaurant.

Mr. Sung Park, owner of 44 Madison, 501, 503, 505, 507 Lyman. Mr. Park said he bought his Oak Park property in 2011 and it had been in foreclosure for a long time. Mr. Park said the property was vacant for seven years and was an eyesore. He said he checked on zoning restrictions before buying the property and there were no beauty supply store restrictions. He said he learned about the proposed restrictions five months after the purchase and he did not receive notice. Mr. Park said they have worked closely with Village regulations on signage and restrictions. Mr. Park said to pass this amendment would take away his freedom to develop the property in a way that would be most commercially viable. He said it would act as a detriment to development in Oak Park. Mr. Park said if the amendment was passed, they would reconsider their plans to buy more land in Oak Park. Mr. Park said the proposal was based on fear of competition and not in the interest of Village residents. Mr. Park said true competition meant better price and better quality of product and would be a good thing.

Ms. Hurley handed out information to the Plan Commission. Ms. Hurley said the commission should think about the history of the Madison Street Overlay and the Perimeter Overlay districts, and remember that Oak Park didn't act rashly. Ms. Hurley said they studied things and it was from 1998-2002 when they gathered input from staff, community groups, and street organizations on what the community wanted for Madison Street and the perimeter area. Ms. Hurley said the idea for the perimeter was to have a good image in Oak Park—wanting people coming into Madison to see clear Oak Park sensibilities. She said for the first block gateway, certain restrictions were imposed and it was clear from reading Plan Commission minutes from that time that people weren't sure they wanted any beauty supply restrictions in place, but it passed. Ms. Hurley said the commission at the time looked at if the restrictions should go all the way into Madison Street and they rejected that. Ms. Hurley said the Roosevelt Road analogy failed because the Village didn't have one plan in place for both areas, they had separate studies and created separate plans. Ms. Hurley referred to an article in the packet about use of zoning on a piecemeal basis and asked that the Village think about how thorough it had been in the past and reject the application.



Commissioner Moran asked Ms. Hurley if her clients understood the application would not impact the business at 44 Madison. Ms. Hurley replied they were pleased to hear that, but that they were still opposed to the restrictions. Commissioner Rouse asked if the Lyman properties will become beauty supply stores. Ms. Hurley said they will not.

Commissioner Fausch asked Mr. Failor to speak to the similarities and differences of the Madison Street district to the Perimeter districts. Mr. Failor explained in 2002 when the zoning code was amended it created the Perimeter Overlay district, which included Roosevelt Road, North Avenue and the perimeters along Harlem and Austin – the entry points into the village. Mr. Failor said Madison Street was not categorized in that perimeter grouping, although it was a thoroughfare through the community like Roosevelt Road and North Avenue, but the purpose of the Perimeter district wouldn't apply to the center of Madison Street. Mr. Failor explained when they did the Overlay district for Madison there was a separation requirement on beauty salons, hair braiding establishments and barber shops due to the concentration of those in one central area on Madison to create a more diverse opportunity for businesses along the corridor. Commissioner Fausch asked why there were restrictions only on things related to beauty supply and services. Mr. Failor replied he couldn't answer in regards to the Perimeter Overlay district but for Madison Street that was because there was a concentration of those uses in one general location and they were not necessarily a retail sales producing product and they wanted to diversify the area. Mr. Failor said they wanted to make sure they had a more viable economic area within the community and not one-use concentrated on one end. Commissioner Fausch said that wouldn't apply the same to this situation because these were retail. Mr. Failor agreed.

Chair Bolte referred to the staff report and the discussion between service and sales tax revenue. Mr. Failor said he believed if they see other types of uses going down the same path as the beauty salons they'd look at that as well because they were looking for a diverse-use base along all corridors. Commissioner Fausch replied it seemed odd, like a spot zoning. Mr. Failor replied it still allowed the use but allowed for a better mix.

Chair Bolte called for summary remarks from the applicant and objectors.

Ms. Bates Larson, attorney for the applicant, said she wanted to reaffirm that they were not there for 44 Madison; they were there because there was already a concentration of beauty supply stores in this part of Madison. Ms. Larson said it was slightly out of the Perimeter District by inches but it affected the entire corridor of Madison street. She said the question was how many were too many—there were two existing, an application for a third and another less than two miles down the street. She said should there be restriction, not exclusion, to avoid concentration in one place. Ms. Larson said there were three goals to the proposed amendment- consistency, avoiding overconcentration and promoting mixed use. She said it was not about fear of competition. Ms. Larson said the Perimeter Overlay District exists at both ends of Madison Street and in terms of consistency should extend the entire length of Madison Street. Ms. Larson said the Madison Street Coalition believed the proposed amendment was consistent with the goals of the Coalition. She said

the goals of the amendment were also consistent with the current regulations on hair salons, although the tax was retail versus a service tax, if there were three stores selling the same products there probably won't be buying from each store.

Ms. Larson said there were retail, sales and service tax differences- you were not going to buy one bottle of shampoo from four stores but if you added a restaurant you increased the chance someone would want to buy a sandwich and buy a bottle of shampoo. Ms. Larson said within two miles there were already potentially four beauty supply stores and there was concern that the Lyman property would turn into a beauty supply store. She said would this be good for the community to have stores competing with each other and not providing cross-over retail sales. Ms. Larson said the application was made on behalf of an individual business but it was made to avoid the complete saturation of beauty supply stores along the Madison Street Corridor.

Ms. Hurley said we were ignoring that Oak Park studied, made plans and reaped the benefit of those plans. She said the plans were provided to improve the streetscape and they attracted people to Madison, so the goal of attracting new businesses had worked. She said it was hard to balance the goals for the community and development but when the Perimeter Overlay zoning was adopted it restricted beauty supply stores in that area only and not other areas because it wanted to balance and not get in way of new businesses coming in. Ms. Hurley said she was asking for the Plan Commission to trust the decisions the Village had made in the past on development plans and let progress continue so the cost of the improvements could be paid back.

Commissioner Fausch said it made sense that some kinds of businesses needed to be spaced out, and some not. She asked staff if the Village had thought about what kinds of business were appropriate to restrict. Mr. Failor replied there wasn't a study of every kind of use but when they did the zoning ordinance in 2002, they might have gone through that. Mr. Failor said for example, you wouldn't want a separation of restaurants because there is a whole diversity of restaurants. Commissioner Benson said you could have a McDonald's across the street from a Burger King.

Commissioner Moran said she participated in Madison Street Corridor Plan and said she remembered the discussion about the desire to have diversity along the corridor. She said she didn't see it as exclusionary, more to make sure there wasn't saturation on one block or another of any type of business.

Commissioner Benson said there was a difference between saturation and oversaturation of a business. He said if there was a clear need for many different types of that particular industry to be in the area they will all survive, if there wasn't a need some will go out of business as the market will dictate. He said you would have what the market could handle, if a business owner thought they have the niche, the service or the quality, it was not their job to say which business beats another business.

Commissioner Moran said the question was should they be right next door to each other. Commissioner Benson replied they were already next door, why not another down the

block if the owner wanted to invest their money, let them invest their money. Commissioner Ginsberg interjected that this industry had been considered differently and that was why there was specific restriction in the Perimeter Overlay District, it was singled out by the Board at some point so someone made the decision that this wasn't like three bookstores. Commissioner Ginsberg said someone decided you might have a proliferation that does not add to what we wanted to see in the entry areas. Commissioner Ginsberg said Madison Street was as much an entry to the Village as Roosevelt Road and North Avenue was and you couldn't say it was just like another retail business because it had been singled out already. Commissioner Ginsberg said beauty supply stores were perceived to be different because they were seen as more likely to proliferate. Commissioner Benson said if that were true, why didn't they extend the restrictions all the way down Madison as they did along Roosevelt. Commissioner Ginsberg asked Mr. Failor if the decision to not extend the beauty supply restrictions along Madison a conscious decision by the Board. Mr. Failor replied it was based on entry points into the Village.

Commissioner Rouse said it was addressed specifically in the staff report as to why they didn't want these, they didn't want the proliferation in that area and you couldn't say this was different because it was only 100 feet away. He said because it was mentioned that would take it out of the free market analysis and into the analysis of, would this be good for the Village. He said it was true they could kill each other off, but you wouldn't want that as that was what happened to "auto row" and the area was still attempting to recover.

Chair Bolte said she relied a lot on the Madison Street Coalition comments that reiterated the desire for diversity. She said when they developed a plan they looked at what was on the ground and what was a concern for them and they didn't want to turn away businesses as they were looking for revenue and development. She said they basically supported the text amendment and that spoke volumes.

Commissioner Rouse said it was clearer to say that text amendment was more within the spirit of the plan and the Board was saying the same thing- too much of one thing was a bad thing, especially in this geographic area. Commissioner Benson said the market would decide what was too much. Commissioner Rouse agreed, but said the Village would suffer the market correction, like auto row. Commissioner Ginsberg said if you buy the market analysis to the extreme then the beauty supply store Perimeter Overlay District was wrong.

Commissioner Benson said he didn't think the proliferation concern on the entry points was that there was fear there were a lot of those types of stores; it was more we wanted these to be Oak Park's front door. He said Berwyn considered Cermak and Harlem to be their front door so they redid every space of that be their entry way. He said Oak Park didn't want to be considered a beauty supply town. Commissioner Moran asked if you made the assumption the Board didn't want its front door to be beauty supply stores, would that be wrong. Commissioner Benson replied it would be smug. He said Berwyn forced a Mexican restaurant to relocate because it didn't want to be considered a Hispanic town, this was the same thing.

Commissioner Fausch said it was a good question what kinds of businesses benefited being together and what kinds didn't. Mr. Failor said there were more restrictions in the Perimeter Overlay District other than just 500 feet separation restrictions of this use, there was a short list of prohibited uses like pawn shops.

Commissioner Fausch said the Village had other concerns besides just the market there was an overall view of things and ensuring good market conditions was one but not the only one, because in the Madison Overlay District one of the concerns was a vibrant street life.

Commissioner Rouse referred back to the staff report saying the rationale to this was not the gateway argument but was about diversification and providing multiple commercial stops for patrons.

Commissioner Benson said this type of spot zoning was a slippery slope. Chair Bolte said she wouldn't classify it as spot zoning.

Commissioner Gilbert said he was conflicted and could see both view points. He said the Village had an interest in maintaining an image and a commercial environment that had a diversity of uses. He said he was concerned with the Village getting involved in the free market of retail establishments and was there too many or not enough, that was for the market to decide. He said there were times when the Village should step in and limit or promote a certain type of business but he felt nervous narrowing it down. He said limiting service businesses made more sense but that these were different types of businesses.

Commissioner Moran said the proposal was not inconsistent with what the Village had done in other business districts; it would not be an exclusion of these businesses, it was separating these businesses for the future.

Commissioner Roberts said sometimes in business districts it was better to cluster similar price points together. Commissioner Ginsberg said he was not concerned about protecting competition; he was concerned that they'd all succeed. He said maybe it was a cluster market and if they all succeeded and then you'd get an issue of planning and what you wanted from a planning perspective. He said the auto example was a good one if they all succeeded it becomes a destination area for people to buy cars and we might not want that.

Commissioner Mann said he agreed with diverse land-use pattern planning, he felt like they touched on one aspect of Madison Street and maybe with the redevelopment of Madison, they needed to look at the street as a whole.

Chair Bolte said she referred back to the Madison Street Coalition's goal to create a diverse and varied land-use pattern that supported the plan. If there were several different places to visit you'd be likely to go there rather than if you there was one thing to go to and if you were not interested in that product you might not visit at all. She said we

would not prohibit them from being on Madison it was a separation from the same kind of uses.

Commissioner Fausch said the issue wasn't about promoting diversity of uses, it was clear they were for that, but the issue was should we be voting on the separation of one particular use rather than considering something that looks at the issue more broadly and looked at what should be separated and what shouldn't.

Chair Bolte asked Mr. Failor if the Madison Street Coalition was in a position to do a comprehensive look at uses. Mr. Failor said everyone worked off a work plan that the Board approved and that was not on for this year, but they could talk about it for next year to look at land uses. Chair Bolte asked if there were other uses that they'd want to suggest have minimum separation. Mr. Failor said there was a study done of the most type of uses Village-wide. He said it mapped out the top five like banks, beauty salons, etc, where they were and if there were clusters and it found beauty salons were highest that was the impetus to change the Overlay District. Mr. Failor said they will be doing the comprehensive plan next year looking at land use village-wide to see what the land-use categories were.

Commissioner Rouse motioned to approve the amendment PC 11-04: Madison Street Overlay District Zoning Ordinance Text Amendment: The Applicant seeks approval of proposed amendment to the Oak Park Zoning Ordinance by adding to Section 3.9.6(F)(2) – "f. Beauty Supply Stores shall not be located within 500 feet of one another or a similar use.". Commissioner Moran seconded. A roll call vote was taken:

Rouse-yes  
Moran-yes  
Ginsberg-yes  
Gilbert-no  
Benson-no  
Mann-no  
Roberts-no  
Fausch-no  
Bolte-yes

Motion failed four to five.

Chair Bolte indicated Commissioner Ginsberg would be leaving for remainder of hearings. Chair Bolte called for a break at 9:00 p.m.

The meeting resumed at 9:12 pm.

Chair Bolte continued Lake and Forest Amendment: **PC 11-03: Lake and Forest Planned Development Ordinance Amendment**; The Applicant seeks to amend Plan Development Ordinance No. 2010-O-014. The applicant is proposing to remove the hotel and condominium components from the project and add up to 270 residential rental units

as well as increasing the number of parking spaces from 510 to 588 spaces and modifying the exterior materials and use. The applicant is also seeking two allowances for Density and Parking. CONTINUED from October 6, 2011

Chair Bolte opened cross examination of the appraiser Mr. Michael MaRous.

Mr. Kevin Murphy, 210 Forest Ave. Mr. Murphy asked Mr. MaRous to discuss the Uptown Redevelopment Project in Park Ridge. Mr. MaRous confirmed that he was an alderman from 1997-2005 and was involved in the negotiation and acquisition of properties. Mr. MaRous said he became mayor from 2003-2005 and went to the development committee with a request for qualifications and then went through proposals and the presentation process. Mr. MaRous said he was involved with the negotiation team to negotiate all facets of deal with the joint venture developer and part of that process involved dealing with traffic studies, IDOT, TIF issues, school issues, moving a water reservoir and then finally, moving ahead with the \$120 million dollar project.

Mr. Murphy asked if the project received a Gold Award from the American Planning Association. Mr. MaRous said it had received many awards but wasn't sure of all of them. Mr. Murphy asked if Park Ridge was similar to Oak Park, both being an older established community adjacent to Chicago. Mr. MaRous agreed. Mr. Murphy asked if the Uptown site, as a highly visible location in the central core of Park Ridge, was similar to the Lake and Forest site. Mr. MaRous replied it was like it but Park Ridge's site was more visible because it had more road frontage. Mr. MaRous said the Lake and Forest parcel only had one arterial, Lake Street. Mr. Murphy asked if both areas were considered the commercial and cultural centers of their communities with urban/suburban characters centered on the train station. Mr. MaRous agreed. Mr. Murphy established the Uptown site was 5.5 acres, 3.5 times larger than the Lake and Forest site. Mr. MaRous agreed.

Mr. Murphy discussed the Uptown projects grouping of buildings, saying the project consisted of three-, four- and five-story buildings. Mr. MaRous agreed, saying the 5-story building had two additional levels underground that were parking. Mr. Murphy asked if the project had 24 townhomes and 165 condos, translating to 34 residential units per acre. Mr. MaRous agreed. Mr. Murphy asked if this was less than the 270 units proposed for Lake and Forest, translating to 180 units per acre of land. Mr. MaRous agreed but said the Uptown site had significantly more retail. Mr. Murphy said the Uptown project had 71,000 square feet of commercial space, which was less dense than the 25,000 square feet at Lake and Forest.

Mr. Murphy said the Uptown project provided 702 parking spaces for the condos and commercial spaces. Mr. MaRous said he couldn't recall but that there was a 100 space component that the city bought back. Mr. Murphy asked if a substantial amount of those spaces were in an underground parking garage. Mr. MaRous agreed. Mr. Murphy asked if the townhomes each had a two-car private garage. Mr. MaRous agreed.

Mr. Murphy asked if the Uptown site provided substantial public green spaces and plazas. Mr. MaRous said that was debatable as part of it was an existing library site

across the street that was part of the project and there was also a park where improvements were made. Mr. Murphy asked if there was a plaza and fountain area within the development. Mr. MaRous agreed.

Mr. Murphy asked if Mr. MaRous thought the Uptown project was much less dense than the Lake and Forest proposal. Mr. MaRous replied the coverage was similar but the height was lower which would reflect lower density.

Mr. Murphy asked if the Uptown project provided more parking. Mr. MaRous replied on a per-unit basis, yes.

Mr. Murphy asked if there were any 20-story or 10-story buildings located in downtown Park Ridge. Mr. Acosta objected to the questioning, saying Oak Park and Park Ridge were different communities even if there were similarities. Chair Bolte asked Mr. Murphy to get on to questions that relate to the amendment. Mr. Murphy asked if there were any buildings taller than the 5-story Uptown buildings in Park Ridge. Mr. MaRous said there were, but not in the downtown area.

Mr. Murphy referenced Mr. MaRous' September 2011 report saying it indicated there did not appear to be any negative effect on residential property values in the area related to the approval of the original development. Mr. MaRous replied that was one of his conclusions. Mr. Murphy said the approval of the original development by the Village Board was in March 2010. Mr. MaRous agreed, saying the approval was preceded by two years of activity and known potential impact on the immediate neighborhood. Mr. Murphy asked if real estate brokers in Oak Park had been including information about the approved development in listings. Mr. MaRous replied it was a grey answer, if listings were specific to development then no, but alluding to the benefit of new commercial development on Lake Street, yes. Mr. MaRous said he conducted a phone survey with brokers that asked if the approval of the mixed-use hotel and condo building had a negative impact on their properties and they all said no. Mr. Murphy asked if Mr. MaRous had seen any listings for single family homes in the area of the project that informed prospective buyers that a tower was about to be built down the street. Mr. MaRous replied he did not see that.

Mr. Murphy asked if sellers or their listing brokers have been informing prospective buyers of the approved development. Mr. MaRous replied based on the interview process they had been. Mr. Murphy asked if it was in the written listings. Mr. MaRous replied he hadn't seen it in writing but his understanding was that they were informing interested parties.

Mr. Murphy referenced Mr. MaRous' data saying it included list and sale prices for 10 single family homes proximate to the development site. Mr. Murphy asked if the list price was the price the property was listed for sale at the time of the sale. Mr. MaRous said it was, where possible, they attempted to track the original list price but due to the weakness of the market certain times there were price drops and the list prices could have been higher initially.

Mr. Murphy asked if the data listing sheet received from the Multiple Listing Service contained only one list price. Mr. MaRous replied sometimes it would show multiple list prices, sometimes only one.

Mr. Murphy asked what the marketing time column in Mr. MaRous' report indicated. Mr. Ma Rous said it was the time between the initial list of a property and the time it went under contract. Mr. MaRous said they tried to catch if properties were taken off the market for a time and combine that period with a list period to be fair.

Mr. Murphy asked of the 10 properties listed in the table in the report, three were on Grove Avenue. Mr. MaRous agreed. Mr. Murphy indicated the 502 N. Grove property was north of Chicago Avenue. Mr. MaRous agreed saying it was the one outlier, the rest of the properties were more concentrated to the property site except for one other. Mr. Murphy pointed out 1010 N. Grove was north of Division Street. Mr. MaRous agreed. Mr. Murphy asked if only two properties listed were located on Forest Avenue. Mr. MaRous agreed, saying five were clustered in close proximity to Forest. Mr. Murphy said 223 Forest Avenue was sold five months prior to the approval of the project. Mr. MaRous agreed, saying it was a several-year project and it was quite public and obvious that the project might happen. Mr. Murphy said 300 Forest Avenue sold four months after the approval. Mr. MaRous agreed. Mr. Murphy said the 223 Forest Avenue sale was for 90% of the list price but the 300 Forest Avenue sale was for 78% of the list price. Mr. Murphy asked what could be concluded about property values after the March 2010 approval of the original project, based on those two data points. Mr. MaRous said it was two sets of values, as the 300 Forest Avenue property had a listing price of \$1.5 million. Mr. MaRous said 223 Forest property was just over \$1 million, so the higher priced one had a more limited market and was hit harder by the market. Mr. MaRous said the higher market was a thinner market and took longer to sell and reflected a lower percentage.

Mr. Murphy asked what, if anything, could be fairly concluded from the 10 data points listed if one was a mile away and another was before the approval of the original project. Mr. MaRous replied in a very weak market, on average, the 10 data properties sold at a much tighter or lower discount to list price than the Oak Park market in general and that's why ten were included as opposed to two.

Mr. Murphy asked if there was any actual data regarding the actual impact of construction of a 21-story tower upon the value of single family homes located on the same street or within the block of such towers. Mr. MaRous replied there was no data in Oak Park, the Whiteco building was 14-story and the residential impact was across Harlem into River Forest and there was no impact to that residential area. Mr. MaRous said for a 21-story tower you'd have to go to Evanston and most of Evanston's downtown projects were extremely successful but that he did not do any studies on the residential impact in Evanston. Mr. Murphy asked if Mr. Glazier were proposing to build a 21-story tower a block from Mr. MaRous' home in Park Ridge, would that discourage or limit prospective buyers and what they would pay for a single family home. Mr. MaRous replied he did not live near a commercial development; it was not a fair comparison and



also there was already a 21-story building approved for the project, it was not a proposed development.

Dr. Steven Harris, 225 N. Kenilworth. Dr. Harris asked if Mr. MaRous in his role as alderman and mayor looked at the value and tax benefit versus the service liabilities of the Uptown project. Mr. MaRous said those were two key points but not the only two. Dr. Harris asked if the project's tax benefits completely offset the tax costs for the community. Mr. MaRous agreed. Dr. Harris asked if that evaluation was done on the Lake and Forest project. Mr. MaRous said he did not do a tax impact study, but he did look at financial and projections based on tax increments and based on sales tax revenue and other economic benefits and on the face of it, it looked positive. Dr. Harris asked for an estimate of the property tax revenues. Mr. MaRous said a very general number for the commercial component would be \$5 per foot or as high as \$8 per foot when stabilized for a total of \$125,000 to \$200,000 per year. Mr. MaRous said the residential component would be somewhere in the range of \$1 million. Mr. MaRous said a significant projection of the retail sales tax would be somewhere over \$1 million per year and that wouldn't include any revenue or taxes generated by parking, just general numbers.

Chair Bolte concluded cross examination and went over the additional data items requested in earlier meetings.

Mr. Brian Vitale from Gensler presented changes to the north wall and details of the window walls during an on-screen slide presentation. Mr. Vitale explained how they were changing the planes of brick to give interesting details by taking panels of brick and creating a pattern. Mr. Vitale said this would add texture to the façade.

Mr. Vitale said the corner where the restaurant was proposed would be set back and have 25-30 feet for outdoor seating. He said the north half of the building would have smaller windows for a more residential feel to it, with architectural precast that was similar to limestone, and the pattern would be varied between operable and fixed windows. Mr. Vitale said one window wall would be floor-to-ceiling glass with mullions that would be clear-anodized aluminum. Mr. Vitale said the Lake Street window wall would be clearer; the mullions would not have caps so the appearance would be more open and glazed. Mr. Vitale said the balcony would be the transition between the two window walls.

Chair Bolte asked about the potential for new trees in the median. Mr. Vitale replied there was a small median that smaller scale trees could be located. Commissioner Fausch asked if there was room for vines. Mr. Vitale replied space was not an issue it was more the north location and they needed to test it and have the landscape people weigh in on if it would work. Commissioner Moran asked if that would be along the entire wall. Mr. Vitale replied he wasn't sure as they'd needed to consult with the landscape people. Commissioner Moran asked for copy of the presentation and Mr. Vitale agreed.

Commissioner Gilbert asked if the portion of the facade with the precast had recessed windows. Mr. Vitale confirmed the design intention was a true punched window.

Commissioner Gilbert asked what was the depth to the exterior aluminum mullions. Mr. Vitale replied it was a standard cap that was probably not more than an inch.

Commissioner Fausch asked about the differentiation of the unit types. Mr. Vitale said unit types would change throughout the building. Commissioner Mann asked about the green screen on east side wall. Mr. Vitale said it was in the original agreement so they brought it over and that it could be vines. Commissioner Mann asked about the pattern on the north side was that related to the pattern on the precast and what was the logic to the pattern. Mr. Vitale replied the logic in the pattern was from construction methodology because they were panels and if they made two, they could reverse it and have four. Mr. Vitale said putting them in sequential order would be both random and playful.

Chair Bolte asked about the Historical Preservation Commission recommendation memo that referenced a canopy over the garage loading dock entrance and moving the cooling towers toward the center of the roof. Mr. Vitale said both were great suggestions, moving the cooling tower made a lot of sense. Mr. Vitale said in addition to the canopies, they might be able to push the entries in a bit to create depth.

Commissioner Roberts asked about the corner with the round pillars, how would they make it look more appealing. Mr. Vitale said if the building would be concrete, the pillars could be exposed concrete finished cleanly or if the building would be steel, the pillars would have a column cover matching the rest of the metal works. Mr. Vitale said it depended on where they go with the structure of the building on how they'll do the columns. Commissioner Gilbert said even if it were concrete you could still clad those. Mr. Vitale agreed. Commissioner Gilbert said for the main corner's first impression he was concerned it would be plain concrete and even if incorporating public art there was an opportunity for the columns to become sculptural in some way. Mr. Vitale replied there was a lot of opportunity in the area and that was where the public art was proposed to go and what they've been keying on was the outside activity.

Commissioner Fausch asked about the canopy and if it would make a barrier between the floors of the restaurant. Mr. Vitale said the canopy was tall but they wanted to mimic the shadow lines up top and there was an opportunity to upright it in the evening.

Chair Bolte moved to public testimony.

Dr. Steven Harris, 225 N Kenilworth Ave. Dr. Harris said he drove here and circled the lot and parked on the street because it was so crowded and that went to issues of need for peak parking, not just average parking. He said there was currently a 340-space parking garage and we should end up with a 340-space parking garage for public use. He said we could rebuild the current garage for less than the developers were saying and so that was a subsidy to the investors. Dr. Harris said Mr. Murphy's analysis showed that the requested variance on the parking alone was worth over \$3 million dollars. He said he thought Mr. Glazier's answer on subsidies during cross was misleading. Dr. Harris said the appraiser said the total property tax from the building might cover the costs of 50 students living in the building. Dr. Harris said we should not let the developer privatize

his gain and socialize the pain to the community. Dr. Harris said we shouldn't let Oak Park be taken advantage of and he saw another Colt Building. He suggested there be no variance in the amount of parking spaces authorized but instead follow the ordinance and increase the number required.

Ms. Georga Parchem, 438 Augusta and 221 N. Kenilworth also representing the 19th Century Charitable Association. Ms. Parchem said the concerns on the façade that the Historic Preservation Commission highlighted were addressed by the architect. Ms. Parchem said the 19th Century Charitable association was at a crucial moment in its history as it had been tax free and then was slapped with a \$95,000 tax and they also had a lot of restoration needed for their historic building. She said the proposed building on the corner looked large and frightening to them and they didn't know what the digging down would do to the 19<sup>th</sup> Century building which they treasure. She said they wanted the Village to address that with them and they'd like Sertus partners to pay for an independent consultant to document the state of the 19<sup>th</sup> Century building so they would know if something happened to the building and it would be taken care of by Sertus or the Village. Ms. Parchem also wanted to know if the barriers would be near their lot during construction.

Ms. Judy Eckberg, on the board of 19<sup>th</sup> Century Charitable Association. Ms. Eckberg said she had concerns about the parking variance. She said the parking garage was one pie divided into two uses, private apartments and public spaces. She said if the residential side was not enough then the public spaces in the garage would be impacted. Ms. Eckberg said it was disappointing that the development will result in a net reduction of public parking spaces. She said they believed a binding plan was needed for Sertus and the Village to keep the 300 parking spaces available for short-term use by the public on a first-come, first-serve basis. She said without such a plan they opposed granting the parking variance. Ms. Eckberg said they were also concerned about the use of the 19<sup>th</sup> Century Charitable Association surface lot for any use other than for parking. She said they leased the lot to the Village as a shared parking lot. She said 27 of the spaces about the current structure and wanted to know what plans the Village and Sertus had made to make sure these lots remained operational during construction and demolition. She requested that Sertus and the Village be required to compensate the 19<sup>th</sup> Century Association for any other use of the space.

Ms. Eckberg said in recent years the 19<sup>th</sup> Century Charitable Association had doubled in size and the building use and the events that support the organization had also doubled in size. She said a lack of parking would jeopardize their continued growth and survival. She said their concerns about banquet parking were not addressed. She asked the Plan Commission to stipulate, as a condition to granting the variance, it was the responsibility of the Village and Sertus to find and pay for substitute parking for 200 vehicles for events from the time the current garage was taken out of service until construction completes.

Ms. Pat Davis, 937 N Harvey, also member of the 19th Century Charitable Association. Ms. Davis said to not allow the building of the environmental disaster at Lake and Forest. She said she saw an adverse environmental impact of such a large building in a small

space. She said the shadow from the tall building would cause changes in the eco-system, with sheets of water and ice coming down and very little open space as well an increase in air and noise pollution from construction and 200 new residents. Ms. Davis said Oak Park couldn't keep the water out of her single family home and she saw problems with the old infrastructure keeping up with 200 new residents running water, flushing toilets, etc. She said outside of the environmental impact, the building would have an adverse impact on the 19<sup>th</sup> Century Charitable Association building. She said she'd like to see logical development in Oak Park, not squeezing an oversized development into a small space. Ms. Davis said this was beautiful Oak Park, not Chicago or New York City where everything was built to the sidewalk, she asked the commissioners to think about the consequences for the community as a whole.

Ms. Susan Mlot, 517 Forest Ave. Ms. Mlot asked the commissioners not to approve any parking variances, saying she was tired of seeing residents and visitors fighting over parking. She said she agreed with comments that the Village was giving over too much of the parking amenity for private use and not enough for public access. She said she felt the architectural renderings were beautiful but not Oak Park, where people come here for quality of experience, which has to do with intimacy. She said if the 21-story building must go forward she asked that the commission consider an aesthetic relevant to the Village and more appropriate to what they value and treasure. Ms. Mlot said she was disappointed the building wouldn't be a cutting-edge, LEED building which would be an opportunity for Oak Park to stand out.

Mr. Paul Hamer, 325 N. Forest Ave. Mr. Hamer pointed out Mr. MaRous didn't allow a building taller than five stories in Park Ridge. Mr. Hamer said Mr. MaRous did a low-density building and provided ample parking. Mr. Hamer said the purpose of government was to first do no harm, the second purpose was to do actual good for the community, and the third purpose was to do things fairly. Mr. Hamer said what was going on was the transfer of private property rights to the developer and we were not being treated equally or fairly. He said he lived across the street from the Whiteco project and the pounding of driving of the piles collapsed his front porch and after the project was completed a woman drove through the front porch because she was texting. Mr. Hamer said in his experience with large developments there had been dramatic increases in traffic and incivility, with people throwing trash out the window. Mr. Hamer said with Whiteco, the developer hired Oak Park attorneys and architects to represent them and as soon as the project was approved they fired the architects and went back to the original team. He said first they saw wonderful renderings of a beautiful building but they ended up with a Russian-style office complex.

Mr. Hamer said they have the world's smallest Trader Joes with the world's smallest parking lot and giant trucks have had to park in front and it was bad planning that negatively impacted the neighborhood. He said there had not been any compensating benefits from the development, the taxes have not gone down and the building had been generating less property tax than promised. Mr. Hamer said things that were promised at beginning of project were not at the end of the projects. He said this was something the

government should be protecting us from; much like the mayor of Park Ridge protected them from an encroaching, huge development.

Ms. Lisa Kramme, 165 N. Kemilworth Ave. Ms. Kramme said a pervasive concern among condo owners in Oak Park was the depressed condo market and what that was doing to associations. She said the building next to hers had adopted a rental policy because properties were not moving and her building was looking to enact the same thing to prevent short sales and foreclosures. Ms. Kramme said she was really concerned about the development because it was a lot of rental properties and could further devastate condo associations. Ms. Kramme said her property value was down and her taxes went up, and she couldn't sell and if she had to move to a rental because of financial hardship she might not be able to compete with the new building. She said it was something that was pervasive throughout Oak Park. She said it was a beautiful building but she faces west and that would break the continuity of a sunset at night.

Ms. Karen Brammer, 210 Forest Ave. Ms. Brammer said on October 5, 2011, Steve Jobs died and he was relevant to Oak Park in some of these issues. She said Steve Jobs was the American dream- going from poverty to being a billionaire. She said he cared more about quality and making the best and doing things right and making things beautiful than he did about economic gain. Ms. Brammer said they wanted to see development made of quality materials, buildings that maintain, enhance and restore the charm and historic character of the downtown. She said economic gain shouldn't be the only priority. Ms. Brammer said a 20-story glass tower wasn't the right building for the space or for downtown Oak Park, but she did appreciate the efforts of Sertus and the architects to build a beautiful building. Ms. Brammer said Lake Street was a commercial street, but Forest Avenue and Ontario Avenue were not. She said Forest and Ontario were highly pedestrian, filled with children on skateboards, tourists taking pictures and she was highly concerned about adding a building with 270 new residents and potential drivers. Ms. Brammer said she knew there would be commercial traffic coming back and putting 270 apartments on top of that was troubling. She said it was a delusion to think they would not have cars and would not drive. Ms. Brammer said Lake Street was a truck route and Forest and Ontario were not and so the access to the building needed to come on Lake Street. She said the building had plenty of room on the east end to add access to cars and trucks.

Ms. Brammer said for rental property owners this would change the rental market in Oak Park, and what that would make Oak Park. She said we wanted to retain a multi-racial, multi-economic community but we were building an expensive, high-end rental property. She said if she owned a 3-flat on Ontario she might think to charge more to compete with the property and that would happen all over town.

Chair Bolte said public comment will conclude at the November 3, 2011 meeting with closing comments. Chair Bolte said at that meeting they will also have discussion. Chair Bolte asked if commissioners who had missed meetings were caught up and they agreed. Chair Bolte said at the November 17, 2011 meeting they will approve the findings of fact and that will go the Village Board for its December meeting.

**APPROVED**  
November 17, 2011

Commissioner Fausch motioned to continue the meeting on November 3, 2011 and adjourn. Commissioner Rouse seconded.

Meeting adjourned at 11:12 pm.

Angela Schell,

Recording Secretary

MINUTES  
OAK PARK PLAN COMMISSION  
VILLAGE HALL- COUNCIL CHAMBERS  
November 3, 2011 – 7 p.m.

PRESENT: Chairperson Linda Bolte; Commissioners Mark Benson, Deborah Fausch, Douglas Gilbert (arrived at 8:30pm), Sonny Ginsberg, David Mann, Gail Moran, Susan Roberts, Steven Rouse

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

APPLICANTS: **PC 11-03:** Rolando Acosta from Ginsberg Jacobs, LLC.; Michael Glazier from Sertus Capital Partners, LLC

Chair Bolte called the meeting to order at 7:03pm and roll was called.

Chair Bolte asked the Commissioners if they reviewed past meetings. Commissioners agreed. Chair Bolte moved the work plan submission scheduled in the agenda to the next meeting on November 17, 2011. Chair Bolte said for next year, they would include a formal sit down meeting with the Historic Preservation Commission in the work plan. Also, Chair Bolte indicated that all the commissioners would attend on-line Open Meetings Act training to be indicated in the work plan.

**Non –Agenda Public Participation**

None.

**Approval of Minutes**

September 1, 2011

September 15, 2011

October 6, 2011

Commissioner Rouse motioned to approve minutes from Sept 1, 2011. Commissioner Moran seconded. Motion approved upon corrections.

Commissioner Rouse motioned to approve minutes from September 15, 2011. Commissioner Fausch seconded. Motion approved upon corrections.

Commissioner Rouse motioned to approve minutes from October 6, 2011. Commissioner Moran seconded. Motion approved upon submission.

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

The Applicant seeks approval of proposed amendment to the Oak Park Zoning Ordinance

by adding to Section 3.9.6(F)(2) – “f. Beauty Supply Stores shall not be located within 500 feet of one another or a similar use.” **Findings of Fact.**

Attorney Karaca and Commissioners went through the Findings of Fact. Corrections, revisions and additions were made.

Commissioner Rouse motioned to adopt the findings of fact as drafted. Commissioner Roberts seconded. A discussion ensued about voting on the Findings of Fact versus affirming voting on the initial amendment. Attorney Karaca clarified voting could not be changed on the initial amendment and voting on adopting the Findings of Fact was a separate issue.

A roll call vote was taken.

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

The motion passed 8-0.

Commissioner Ginsberg left the meeting at 7:25 p.m.

Chair Bolte continued Lake and Forest Amendment: **PC 11-03: Lake and Forest Planned Development Ordinance Amendment**; The Applicant seeks to amend Plan Development Ordinance No. 2010-O-014. The applicant is proposing to remove the hotel and condominium components from the project and add up to 270 residential rental units as well as increasing the number of parking spaces from 510 to 588 spaces and modifying the exterior materials and use. The applicant is also seeking two allowances for Density and Parking. CONTINUED from October 20, 2011

Chair Bolte called for closing remarks by the applicant.

Mr. Rolanda Acosta, attorney for the applicant. Mr. Acosta said this started with an application submitted by Sertus to amend its existing planned development to allow for a residential use, to seek allowances on units and parking spaces and to make modifications to the design of the building. Mr. Acosta said it was important to note the nature of the referral from the Village Board because it limited the issues. He said there was a need to resist efforts to come at unrelated issues from the side. Mr. Acosta said the issue was if 270 residential units were appropriate for this site. He said the height of the building was not an issue; it was the number of units. He said whether the parking spaces proposed



yielded an allowance was appropriate; whether the changing to the design was appropriate—these were the issues.

Mr. Acosta said the Zoning Ordinance laid out the standards for reviewing those issues clearly- first was compatibility of proposal with the Comprehensive Plan in the area. He said the 1990 Comprehensive Plan envisioned residential for the area, the Greater Downtown Master Plan envisioned residential for the area, the Zoning Ordinance envisioned residential for the area. Mr. Acosta said the allowances in the 1990 Comprehensive Plan called out this area to be suitable for the highest density residential and commercial for the Village. He said from a parking perspective the standard was to provide sufficient parking, not peak demand parking, and it was clear when you read the Ordinance you should take into account other factors like transit. Mr. Acosta said there was great availability of transit to the site; there was great availability of public parking in the vicinity. He said KOLA did a study that was reviewed by Village staff that the 288 parking spaces was sufficient given the transit and existing parking in area. He said staff reviewed, concurred and deemed the requested allowance was appropriate. Mr. Acosta said in the Greater Downtown Master Plan, a previous building proposed had a one-to-one parking ratio. He said Whiteco had a 1.05 parking ratio and that had been found to work there. He said they had a 1.07 ratio consistent with all the plans.

Mr. Acosta said among the other goals of the Comprehensive Plan was to enhance the tax base, which this building would clearly enhance. He said it added additional development to the site, yielding more property taxes for the Village, significantly more than what was being generated today. He said the building would support the retail base by bringing more permanent residents to the location thus adding customers. He said that staff noted in a report, part of which comes from the 1990 Greater Downtown Master Plan, that as development continued to occur, this area would be an important component to the vitality of the retail shopping district.

Mr. Acosta said the forth standard was community participation and there had been no lack of that. He said the second standard, the Comprehensive Plan standard, pointed to whether the establishment of this use would have a material, detrimental effect on public health, safety and welfare of the Village. He said this had gone through extensive staff review and they had deemed it to not have a detrimental effect.

Mr. Acosta said from a traffic perspective, the studies showed the increase generated by the change in use would be minimal- 15 cars was the peak number identified. He said you must consider what they were proposing and also what currently existed in terms of private parking and public parking as they work synergistically.

Mr. Acosta said the vicinity standard was next. He explained first, would the proposal substantially diminish the use or enjoyment of other properties, second would the proposal have undue effect on property values and third, was a compatibility standard based on design and use in the neighborhood. Mr. Acosta said given the use had long been envisioned in the plans and was similar to other uses in the neighborhood- Lake Street as retail, Forest as residential- there was compatibility. He said the proposed

density hadn't been shown to have an adverse impact on the Village, the public parking had been shown to be sufficient so there was no external negative impact that could diminish the use and enjoyment of other properties.

Mr. Acosta said the adverse impact on property values was a similar analysis, they had found no substantial negative effect on property values as shown in Mr. MaRous' report. Mr. Acosta said comparisons to Park Ridge were not the same as they were two different communities. He said a good example was 100 Forest Place it was a high-density, residential building that was tall, existed for many years and no one had indicated a negative effect of Forest Place being there.

Mr. Acosta said the design was different than before, partly related to having a different architect with a different vision for a different use. He said the residential use called for a different façade than a hotel use would have had. He said it was consistent with the area, it was a modern design but also compatible. He said they used brick to break up the Lake Street façade and it mirrored the Oak Park approach of many smaller buildings strung together. He said the recessed corner had been enlarged, which was a benefit for all as it allowed for more seating and more congregating. Mr. Acosta said the north wall had been upgraded by adding brick to the wall, textures for visible interest and plantings like ivy.

Mr. Acosta said economic development and feasibility was the forth standard under the Zoning Ordinance. He said the question of the team's financial ability had been vetted multiple times on multiple levels and staff, Board, and outside consultants had found it acceptable. Mr. Acosta said pointing to the Des Plaines development as an indication that Mr. Glazier and his team couldn't complete the project was wrong. He said it was the opposite, they started the building at the worst economic recession in modern history and they finished the building. He said many developers might have stopped, left at half-point knowing it wouldn't have worked as condos, but they went ahead and negotiated with the bank to turn it into a residential building. He said that showed creativity, flexibility, ability to adapt, and that was what you want from someone undertaking a development.

Mr. Acosta said next was the feasibility of the use and whether it would place a burden on the Village. He said Tracy Cross did a study and Housing Services Manager Tammie Grossman looked at it along with population projections, CMAP data and found there was a documented need for additional residential for families earning more than \$50,000 a year. He said Ms. Grossman concluded the residential units would not have difficulty getting absorbed in the Village and Tracy Cross made the same conclusion.

Mr. Acosta said from a demographic standpoint, the units would have empty nesters or young people so they wouldn't have family units to burden schools. He said they would bring revenue to spend and live here. He said the building would produce property taxes and support retail on Lake Street- all helping the Village. He said reports had indicated that the services of the Village like sewers, fire and police were adequate to support the building. Mr. Acosta said those were the four standards in the Ordinance and if applied to the issue there was no question they met those standards.

Mr. Acosta said they've asked for two allowances and they've justified those two. He said the Zoning Ordinance said they must meet some or all objectives to be met by the allowances and he believed they met quite a few. He said the mix of uses was a creative use of land, allowing you to blend uses and to come up with a more creative design. It implemented a long term plan like the Comprehensive Plan, which asked for highest density residential and commercial, and the Downtown Master Plan that asked for retail, residential and parking. Mr. Acosta said the building would allow the economic development of the site because without the additional density, the economic viability was questionable. He said it would eliminate a deteriorating structure- the garage needed to come down and by allowing development to go forward, a new one would be built.

Mr. Acosta said the parking supply was adequate, you could not use data from ITE blindly- you had to take into account professional judgment and local opinion. He said Mr. Murphy tried to run the ITE models and ended up with something beyond Schaumburg in terms of parking. Mr. Acosta said retail was not an item that was referred to the Commission. He said to help further mitigate the parking, they'd included in the plan I-GO or Zip Car shared parking operators because data had shown that that reduces demand for spaces. He said you could clearly envision residents of the building who work downtown and not have a car because of transit and walking, but for longer trips using a Zip car. He said the Zip cars wouldn't be dedicated only for the building. Mr. Acosta said they've met some of the goals and objectives of the allowances and they've done some things to mitigate potential impacts of the allowances especially in terms of parking.

Mr. Acosta said the compensating benefits had not changed. He said the technical ones that were negotiated with staff were the same- enhanced streetscape to match the area pallet, a monetary contribution to improve Austin Gardens and a piece of public art to be located in the lobby area near the recessed corner. He said the hotel was approved not because it was a public benefit but because it met the standards talked about. The height was approved because there were extensive shadow studies to determine that it was an appropriate structure and it mirrored the density envisioned in the Greater Downtown Master Plan in a better configuration sculptured in a slender mass.

Mr. Acosta said they continued to carry an obligation to produce a LEED-Silver building, which carried an environmental benefit for the Village and all of us. He said they added a green roof, which reduced the heat island effect and had storm water retention properties to offset some discharge into the sewers. He said if you looked at the Ordinance standards they talked about physical improvements like roadways, alleys, sidewalks and the only one that was not physical was business development goals and bringing new residents and retail for the corner would stimulate business in the area.

Mr. Acosta said they paid particular attention to the comments from their neighbor to the north. He said he wanted to allay any concerns they had that their property would be used without compensation. Mr. Acosta said to the extent that the 19th Century Charitable Association's lot needed to be used for construction they would work with them on the compensation side and on where their visitors would park during the interim with the

help of the Village. He said they would add greenery with their permission to the north wall. He said it was standard practice that you monitor and document before you build, you monitor during construction and you repair any damage that was caused. He said that should not be a concern of theirs. He said Mr. Glazier looked at the letter and understood their financial situation and was not averse to assisting in some fashion.

Mr. Acosta said if you looked at the four things- use, two allowances and the exterior and evaluated those under the Zoning Ordinance standards, he believed they met those standards and should be recommended for approval. Mr. Acosta thanked the Commission for their patience, time and thoughtful consideration of the matter.

Chair Bolte called for closing remarks from those in opposition to the amendment.

Mr. Kevin Murphy, 210 Forest Ave. Mr. Murphy said that Sertus proposed to change the planned development by eliminating the hotel and condo units and replacing them with rental apartments and reducing the commercial space. He said the proposed amendment would dramatically increase the density of use, requiring more land and parking spaces. Mr. Murphy said Sertus was requesting of an allowance of 120,663 square feet of land that it didn't have and an allowance of 85 parking spaces it would not provide. He said the Plan Commission must decide on the allowances based on the specific standards set forth in the Zoning Ordinance.

Mr. Murphy said the Zoning Ordinance required certain amounts of land for each residential unit to be built in either the central business district or the downtown business district. He said the land Sertus controlled would be enough land to construct only 97 residential units. For 270 units, the Zoning Ordinance required 190,600 square feet of land. Mr. Murphy said if you took away floors 9 through 21 of the proposed building, the remaining eight stories would have 99 residential units and still require a Zoning Ordinance for two units. He said the density of the proposed use was extreme.

Mr. Murphy said the density was compounded by building on top of a commercial use plus a 300 space public parking garage. He said the Zoning Ordinance was limited to residential uses and did not take commercial or public parking uses into account. He said the addition of such high density commercial use and public uses significantly increased the overall density.

Mr. Murphy said the Zoning Ordinance required Sertus to provide a minimum of 373 parking spaces for residential and commercial uses. He said Sertus might have provided more spaces in order to justify the request for a density allowance and mitigate some of the impact but it was proposing to provide only 288 parking spaces.

Mr. Murphy said it was not within the power of the Plan Commission to amend the Zoning Ordinance, revise the density limits or reduce the parking requirement. He said the allowances could only be granted if Sertus proved by evidence that each met the standards set forth in the planned development section of the Zoning Ordinance.

Mr. Murphy said the allowance of 173 additional dwelling units of the proposed building and the allowance of 85 fewer parking spaces than the minimum required would not be compatible with Austin Gardens and the historic residential neighborhood to the north. He said the building would tower over the park and generate substantial vehicle traffic onto Forest and Ontario. He said the structure would visually dominate the entire length of Forest Avenue and forever disrupt the residential character of that neighborhood. Mr. Murphy said to the east, Lake Street was dominated by four historic churches, the post office, library and greenspaces. He said to the west to Harlem Avenue, density was low and none of the structures exceeded the height of the Lake Street Building Height and Massing Overlay District. Mr. Murphy said the Village imposed that limit to protect the unique character of the existing Village streetscape and it was determined to prevent the construction of buildings taller than 80 feet because they would be incompatible with the character of both the street and the Village.

Mr. Murphy said the allowance of 270 units and the parking space provision would not create a more desirable environment than may be possible through applying Village land-use regulations. He said that would not further the first objective of subsection E in the Zoning Ordinance. Mr. Murphy said tripling the density and shortchanging parking did nothing to enhance the existing character and property values of the Village and the allowance would not promote the public welfare. He said neither allowance furthered the second objective of subsection E.

Mr. Murphy said the excessive number of apartments and reduced parking spaces in no way promoted the combination and coordination of the character, the form and relationship of structures to one another and failed the third objective of subsection E. He said it would not preserve or enhance the topography or geologic features of the site, or promote beneficial use of open space as noted in subsection E. Mr. Murphy said fewer apartments and more parking would obviously be more harmonious and compatible with the neighborhood and the allowances fail to further the sixth objective of subsection E.

Mr. Murphy said the allowances would not promote economic development within the Village, but would promote the economics for Sertus. He said there were other underdeveloped or undeveloped parcels across the downtown where those apartments could be built without exceeding the density limitation. He said the amount of economic development within the Village would not be increased by concentrating it on a single lot. He said some believed the Village had already abandoned the Zoning Ordinance but he hoped the Plan Commission would not.

Mr. Murphy said the former businesses at Lake and Forest were all compatible uses and some of the most successful businesses in downtown Oak Park. He said allowing greater density and less parking would not further the eighth objective of subsection E. He said no historical or natural resources were preserved or enhanced so the allowances would not further the final objective of subsection E.

November 17, 2011

Mr. Murphy said the density allowance and parking allowance were incompatible with the objectives stated in the Zoning Ordinance and nothing within the application could overcome this and must not be approved.

Mr. Murphy referred to the parking analysis dated October 18, 2011 and said the uses would demand a great many more parking spaces than the minimum. He said even in Sertus' limited parking memo it was compelled to acknowledge that the uses would require more than 288 parking spaces. Mr. Murphy said in all likelihood, the parking demands of those residential and commercial uses would occupy most of the 300 spaces in the public garage.

Mr. Murphy said the proposed development would increase vehicle traffic to and from the site and relocate all ingress and egress from Lake Street to Forest Avenue, causing increased traffic on residential streets to the north. He said the two loading docks on Forest were too short to accommodate longer vans or trucks and Sertus had failed to show how such trucks will exit the site southbound without going north on Forest where truck traffic is prohibited. He said the traffic and trucks cutting across would detract from the safe and comfortable pedestrian environment required by the ordinance.

Mr. Murphy said the density of the development would catastrophically conflict with the character of Austin Gardens and the historical residential neighborhood and diminish the enjoyment of both. He said the development's absorption of available public parking would adversely effect the business uses to the west and the 19th Century Charitable Association. Mr. Murphy said it was the applicant's burden to demonstrate that there would be no adverse impact upon property values in the vicinity, not just deny the impact. He said the appraisers' reports were devoid of any valid data to support such a denial.

Mr. Murphy said to appreciate the impact upon the residential character of the surrounding neighborhood, he suggested Commissioners stand on the sidewalk in front of any single family home on any block in Oak Park and visualize the proposed development with its combined uses and density and if there was any doubt, ring the doorbell of a home and ask the homeowner to clarify it for them.

Mr. Murphy said the standards for planned developments required Sertus to demonstrate, and the Commission to determine, that the financial benefits of the proposed development were equal to the financial burdens. He said the original proposal included a density allowance, a parking allowance and the conveyance of valuable Village land for a dollar all in consideration for a proposed hotel. He said the hotel was gone, the density allowance request had tripled, the parking allowance had increased and the land remained a dollar. He said comparing the anticipated tax revenues summarized in the Sertus applications all of the anticipated hotel operating taxes were gone, the anticipated retail taxes had declined and the anticipated real estate taxes had decreased by more than \$500,000. Mr. Murphy said a very bad deal had gotten decidedly worse.

Mr. Murphy said Sertus relied on the Tracy Cross study to project the rents and real estate taxes for the residential units. He said on cross examination, Mr. Doerschling of Tracy Cross acknowledged he didn't know how much Whiteco tenants had actually paid in rent. He said similarly, Sertus' report to project the retail taxes of possible commercial uses relied upon a two year-old market study. Mr. Murphy said it appeared that Sertus had failed to meet its burden of proving that the benefits of the planned development at least offset the burdens upon Village finances.

Mr. Murphy said subsection F required the developer to provide the Village with compensating benefits in return for the requested site-development allowances. He said such benefits must advance Oak Park's physical, cultural and social objectives to the benefit of residents in the area or community as a whole. He said the amended proposal provided no benefits that qualified under subsection F and none that would compensate residents in the area.

Mr. Murphy said he observed that there was far more testimony from and questions for the architect than any other witness. He said he and his wife had spent 22 years restoring and maintaining a small piece of significant architecture. Mr. Murphy said architecture did matter, but not much in the context of the zoning standards for planned developments. He said good architecture could not atone for bad zoning and architectural concerns had served as a distraction from the zoning issues that should be the focus of the inquiry.

Mr. Murphy said architecture was only a small tip on the tail of the planned development standards, but it had been wagging the process since the very outset. He said the Commissioners should not be distracted by the architecture, they should focus on the Zoning Ordinance and the standards set forth.

Mr. Murphy said Sertus could not meet its burden of proof and the applicant did not satisfy the planned development standards set forth in the Zoning Ordinance. He said the Plan Commission should recommend that the application be rejected and the request for allowances be denied.

Mr. David Barsotti, 1109 Holley Court, said over the last several weeks, the Commission had listened to hours of testimony, reviewed numerous documents and read countless emails regarding the proposed project. He said after all this review it should be obvious that Sertus did not meet the standards set forth in the Zoning Ordinance. Mr. Barsotti said subsection F of the ordinance required there be meaningful compensating benefits to the community. He said Sertus listed a restaurant as a compensating benefit, but no one had committed to opening at the site and did Oak Park really need another restaurant as there were over 100 restaurants in the Village.

Mr. Barsotti said Sertus listed the unique architecture and design of the building as a compensating benefit as it would draw visitors to Oak Park. He said this was garbage as every developer used the same line- Whiteco said the same and no one came to Oak Park to look at the architecture of Whiteco. Mr. Barsotti said Sertus listed converting a tax-

exempt property to a taxable property as a compensating benefit. He said this was not a compensating benefit because it was inherent in the nature of the property.

Mr. Barsotti said Sertus had the burden to prove the proposed uses would not have undo adverse impact on property values in the surrounding community. He said Sertus did not meet that and showed it could get anyone to say anything. He said the appraiser in Park Ridge reduced a similar proposed development. He said there was no doubt the skyscraper would reduce the value of homes and condos in the surrounding area and to approve the project would further hurt the depressed housing market.

Mr. Barsotti said subsection I.4.A required that Sertus demonstrate that they have the financial and technical capacity to complete the proposed use. He said Sertus stated in the original project that they had the financial capacity to do that one, but they didn't as demonstrated by the amendment. He said it might be possible that they could build this project if Sertus changed the management team, but they didn't. He said the same team overestimated their capabilities on the first project and now wanted us to believe they could do it again, and if you believed that there was a bridge to buy in San Francisco.

Mr. Barsotti said Sertus called its Des Plaines project a success because it was a condominium project that went bad and they converted it to an apartment project. He said that project went into foreclosure and was only saved by a secret investor named Sheldon Mandell who stepped in. He said Sertus didn't own the mortgage and would Mr. Mandell step in if Lake and Forest fell into foreclosure. Mr. Barsotti said a property that fell into foreclosure and had millions of dollars in liens was not a success. He said Sertus also failed in Chicago with the Ravenswood project never getting off the ground, despite it being located in a vibrant community, close to public transportation and the Kennedy expressway, similar to Oak Park. Mr. Barsotti said Sertus could not complete smaller projects and they would not be able to complete Lake and Forest.

Mr. Barsotti said he thought many Commissioners had already made up their minds and he was hoping he was wrong. He said if the Commission looked at the facts presented, not just the words spoken, it would see Sertus had not met the requirements to build at the site.

Chair Bolte called for rebuttal remarks by the applicant.

Mr. Acosta said flexibility was the basis for planned developments. He said to hold them to the stricture of the Zoning Ordinance in terms of what would be done on individual parcels absent a planned development undermined the entire concept. He said on just the Sertus parcel one could build 50,000 square feet of retail with no parking as that parcel was parking exempt. He said the Zoning Ordinance gave flexibility to staff to give a 25% parking reduction if transit and public parking was in the vicinity. He said the variance they were seeking was only 23%. Mr. Acosta said some of Mr. Murphy's comments were hidden comments on height- standing on the corner and looking up – but the question was the 270 units and not the box it was in. He said 100 Forest Place had been totally ignored, it had 234 units and was 16 stories tall and it was kitty-corner to the site. Mr.



Acosta said Tracy Cross was the preeminent residential market study entity in the area. He said Mr. Doersching talked to brokers, sales people and looked the economics and was comfortable supporting the economics of the proposed development. Mr. Acosta said he wanted to clarify Mr. Barsotti's comments that the 300 publicly owned parking spaces- they would be tax exempt but the rest of the property would generate taxes. Mr. Acosta said in the middle of the great recession, since June 2011, Mr. Glazier had managed to get the Des Plaines project at 48 percent occupancy and that was not a disaster. He said sticking with it, finding an investor to recapitalize the project and investing time were all good traits. He thanked the Commissioners again for their time.

Chair Bolte called for break at 8:32pm.

The meeting resumed at 8:44pm

Chair Bolte moved to the discussion and deliberations of the Commission and crafting the Findings of Fact for the Village Board. Chair Bolte reiterated the scope of the discussions- that the Board had forwarded to them for consideration three changes to the original application- first; the change of use from hotel to residential units including a density allowance, two; a parking allowance reducing parking spaces, and three, a change in exterior design and materials for the development.

Chair Bolte said they had a lot of communication that touched on many areas but that they should understand what the scope was. Commissioner Rouse asked if they should limit comments to the three areas. Chair Bolte agreed.

Commissioner Roberts clarified on page two of the memo from Village Board President David Pope that it said if the Plan Commission found the proposal did not meet the standards and would impact the 300 public parking spaces such a finding should be stated and supported. Commissioner Roberts read from the memo that the Board did not want to use taxpayer funds to change the number of public parking spaces and said she interpreted that to mean if the retail part needed parking spaces they needed to accommodate those or if guests or service vehicles of the residential units needed spaces, they needed to accommodate for those, also.

There was general discussion between Chair Bolte and Commissioner Moran on this topic, concluding with Commissioner Gilbert stating he believed that the concern was they're asking to give an allowance on residential parking meaning there were a certain number of spaces that weren't going to be included and those were required by Zoning Ordinance. He said we knew the 300 spaces amount was fixed, but if they felt the variance spaces would negatively impact the public parking we should talk about that. He said if they felt it was fine and had no impact than they would recommend it but if they felt it would increase the demand on the public parking that might be a reason to deny the variance of the residential parking.

Chair Bolte said when looking at parking, it was not just the garage it had to be an area and that was shown in the parking study. Commissioner Rouse said you could limit the

people in the development from renting a full-time space so they couldn't impact the public parking. He said they would get their private space included in the unit but if they wanted another they had to do it outside the building, it would be an easy way to take the demand off because they heard testimony there was plenty of parking outside the building.

Chair Bolte asked what kind of constraints would the Village accept on overnight parking permits, could they limit the amount available for the building. Commissioner Rouse agreed, saying you could limit the overnight parking entirely for the building. Commissioner Fausch said overnight parking wouldn't be the concern it would be parking during the times the public would be using it. Commissioner Rouse said the building could dominate overnight but it would be difficult during the day because residents would be at jobs and out. Commissioner Fausch said it depended on the kind of permit, as a 24-hour one would have an impact on public use.

Commissioner Roberts said she would add the extra retail use and should make sure they were allowing for both retail and residential. She said Mr. Murphy's chart said a 270 unit building required 40 parking spots for guests and delivery trucks; she would like to know what would be required besides the spots where tenants would park.

Chair Bolte said the issue with Mr. Murphy's report was that it took data from a computer without any analysis and that was not the way to do traffic studies or parking analysis, that was a starting point. Commissioner Roberts said they never received the number from the consultant, Chair Bolte disagreed.

Commissioner Gilbert said Commissioner Roberts was asking what would be the parking impact from ancillary uses of the residential component like visitors, workmen, etc. He said he didn't recall getting a specific number for that. Commissioner Rouse said he remembered it was marginal and it didn't impact.

Commissioner Benson said there was way too little parking for the development. Commissioner Benson asked about the highest density label according to the Comprehensive Plan. Mr. Failor responded the Comprehensive Plan stated the downtown area should have the highest density in the Village, around 200 units per acre. Commissioner Benson said based on the property and what the Village considered the highest density allowed in the area, 98 units would be allowed. He said it would be taking the highest density and tripling it. Mr. Failor clarified the 98 units was based on the Zoning Ordinance not the Comprehensive Plan.

Commissioner Benson said it would be tripling the density and the idea that it would not affect people in the area was not believable to him. He said it was not asking for an extra floor, it was more than doubling the scale of the building to allow it. He said he understood they weren't talking about the height because it was previously approved and in order to not go over that again they just filled the height with apartments instead of hotel rooms as opposed to designing a proportional, reasonable development on the space. He said he lived near a commercial street on Roosevelt Road and there were things

he could anticipate, both benefits and negatives, from where he lived. He said people who lived on Forest could anticipate a development might happen but it would be reasonable and proportionate to the rest of Lake Street. He said the tripling of the density and going to extreme height was beyond any neighbor or homeowner could reasonably expect to happen when they bought there. He said he realized it was not a legally binding argument but it was important to note this development was beyond reason and he did not see compensating benefits.

Commissioner Gilbert said the Greater Downtown Master Plan called for 180 units on the site. Commissioner Roberts asked how many units could they put in and still be economically viable. Chair Bolte said if they were starting with that question in the beginning that question could be asked, but the response was there was an approved height to the building and size to the building and looking at what unit types were marketable they got to the 270.

Commissioner Roberts said although the height was approved would it have to be that height, could they say as a Commission that 180 units would be better. Chair Bolte replied from President Pope's memo they were to look at the three areas and if the numbers weren't supported for the variances requested we may say 180 was a better number, it was a possibility. Commissioner Moran said she didn't think it was appropriate to say 180 versus 270, they should just vote the application up or down as proposed. Chair Bolte said they could say why something wasn't appropriate and say, for example, tripling density was too much or they'd rather go with the Downtown Master Plan.

Commissioner Gilbert said the main concern he had was the height was reviewed and approved based on a use that was hotel mixed-use and presumably the height increased because of a certain amount of residential going into the project and it increased the mass. He said now it was a fixed height and rather than change it, they said we have a shell how many potential apartment units can we fit into that- he had a problem with that. He said he understood they weren't reviewing the height but the height came about for a very specific reason and that changed and they should make a judgment on was the new use appropriate variance of density for the volume given. He said it was a run around the height issue but it was a legitimate issue, was it appropriate to stick with the same height. He said the applicant looked at unit types and what made sense from a financial standpoint and said how many can fit in, that's how they came up with their number of units.

Commissioner Rouse replied the Plan Commission didn't have that conversation, the height was not discussed- there was a plan, it was approved and there weren't tradeoffs like they needed more height because of this. He said he would sit all night and listen to what everyone assumed happened, but he had sat through it the first time. He said he had had a problem with this referral because the newer commissioners were at a disadvantage because they were not here and were trying to play catch-up.

Chair Bolte said the tallest part of the original proposal was condos; the hotel was the smaller unit although it was a package of uses.

Commissioner Moran said the footprint of the site came about because what was proposed was a box and a wall and that box was broken up and flipped to add the height. Commissioner Rouse added to get it on Lake Street and as far away from residential as possible. Commissioner Moran said there was no discussion that we needed height for the hotel, it was not part of their deliberations. Commissioner Gilbert asked if they took the hotel out of it would it have changed the height. Commissioner Rouse said the only reason they put the hotel in was because the Village wanted it, it would've been full of condos. Commissioner Rouse said he didn't view the hotel as a compensating benefit; rather it was a negative that could've hurt businesses. Commissioner Moran said some disagreed. Commissioner Rouse said he also thought the pool was stupid as it was loud and noisy to carry into the neighborhood and now that was gone, would the green space be same, he wasn't sure.

Commissioner Benson said the newer members weren't guessing or doing this on the fly they'd read the material or were not speaking out of ignorance. He said use was a component of design, you wouldn't design a baseball diamond and say you'll play soccer. He said it was not the same purpose and wouldn't have the same impact. He said the use seemed to be a function of the design of the building as opposed to other way around and that concerned him.

Commissioner Moran said she wanted to refer Commissioners to Village Housing Services Manager Tammie Grossman's discussion. She said Ms. Grossman was articulating there was a need and the units could be absorbed. Commissioner Moran said she was inclined to put stock in that opinion as she was not a housing expert but would listen to one.

Commissioner Benson said condo associations would have a problem with this project undercutting them. Commissioner Benson said he'd believed what staff had to say, but why in one big, triple-the-density location, why one spot. He said Ms. Grossman wasn't saying we needed 300 spots on top of each other, she was saying in the Village- there were other streets.

Commissioner Roberts said even on Lake Street there were other developments going up and they could put things there like into the Colt building. Commissioner Mann said he believed there was a demand for this type of housing in Oak Park but how much could this site support. He said this was a change from most of the development we had. He said he didn't know what the number or height should be but from a street perspective, once you get above 9 stories what was another 11 more stories. He said he sort of agreed with Commissioner Benson but he wasn't sure creating 50 unit buildings all around town would meet that demand. Commissioner Benson replied if the demand was there someone would fund that demand.

Commissioner Fausch said one thing to consider was the Village's goal of being a transit-oriented development and the amount of transit concentrated downtown and the amount of retail downtown and what was available to people in the area. She said it was a complex question, they may want there to be a higher concentration of housing in one area rather than spread out throughout the Village. She said she supported Commissioner Mann's comment, if you walk down a street your street experience was more determined by the first few stories than what you see 10 or 12 stories above you and the design of the building had taken that into account.

Commissioner Fausch said it seemed to her that whatever development occurred in the area would have this kind of density of retail. She said when thinking of retail parking, this project wouldn't be a change from whatever could be developed here. Commissioner Roberts replied if you looked at Certified Land and the Pancake House being there they all had extra parking besides the garage.

Commissioner Roberts referred to the February 18, 2010 Findings of Fact, under compensating benefits was given a First Class brandage hotel to further the tourist industry. Commissioner Moran replied that was by the Commissioners who voted, not the Board or applicant.

Commissioner Gilbert said it still tied in there was a desire to have a hotel and this project was going to provide this amenity that was going to be to the benefit of the Village and offset negative consequences to neighbors. He said it gave him pause, because without the hotel the overall scale didn't change and he wasn't comfortable with that. He said he was all for density in the downtown and transit-oriented development. He said we should be encouraging people to live near the el, Metra and taking the train to work. He asked if a high density development was appropriate in other single family areas of the Village, of course not, but downtown he was for having a higher level of density. He said the more people we had in that walking circle of downtown, the more people would frequent the businesses that existed there. Commissioner Moran agreed, and said that demonstrated why they could and should grant the parking allowance and have a ratio of one to one in building.

Chair Bolte said she was concerned with density; she didn't have an issue with the parking allowance but was this too much in one location. She said it was not a parking issue, they wanted to encourage car sharing and the development of a walkable, sustainable downtown area and this was the area to put it. She said was this a little more than we needed for one site, but because height was not on the table and there was less need for larger units, how would you reconcile those two things. She said could you go less than 270 units and then have larger units you wouldn't need or couldn't rent and then with larger units you would have impacts on the schools. She said she wasn't convinced it was a big enough concern to vote no.

Commissioner Gilbert asked what was the negative impact of the density was it parking, traffic, schools, what are we concerned about that might be improved upon by a lower density and smaller number of units in the building. Chair Bolte said her initial concern

was the parking allowance but she saw the Village report on parking usage and recognizing this was not the only garage built in the downtown area it became less of a concern. She said she was convinced by the traffic work of the consultant. Chair Bolte said in terms of the units, it was hard to dispute the Tracy Cross report and after the cross examination it made her more comfortable with the type of units proposed.

Commissioner Benson said Tracy Cross's Mr. Doersching testified that whatever the housing market was doing, it would not impact apartments. Commissioner Benson said that wasn't coming from a point of credibility. Commissioner Gilbert said he interpreted it differently, he thought he heard him say the rental market was not being impacted by the weak single family and condo market. Commissioner Benson said the rental market should go down when the condo market strengthens and Commissioner Gilbert agreed. Commissioner Rouse read from the minutes of that cross examination.

Commissioner Moran said they had heard there was no adverse impact on municipal services, they heard from the Village parking manager there was an ample supply of parking in downtown for the public, traffic was adding a car per unit so there was some impact in terms of traffic but one of their conditions was to go back in a year and look at those impacts to see if there was something to resolve that was the responsibility of the developer. She said that conversation should inform their decision.

Commissioner Rouse said there was demand there and if you lowered the rents a bit, it could be leased up in 13 months. He said it was positioned well against Oak Park Place, it was a free market and they should let them compete. He said there was nothing in the report that indicated it was going to be an empty building so it was important that there was demand and also the commercial was necessary and the apartments were a much better use than condos and a hotel.

Chair Bolte said if it were just the Tracy Cross study she would've looked at it more skeptically, but there was the CMAP work and the regional work that supported the demand for the development. She said it was a changing demographic market, people wanted to stay in the Village and didn't want a condo or townhome and also people who wanted to come into Oak Park and wanted a nicer apartment, so she didn't believe it was lacking in credibility.

Commissioner Roberts said if you built 270 units and then you did a traffic study later and found cars lined up on Forest Avenue, you wouldn't be able to get rid of those 270 units later. She said you had to look at the traffic impact, where will they go, they would go down Forest. She said there would be a tremendous backup on Lake Street.

Commissioner Moran replied obviously it would increase traffic, but the point was managing it, also it would be adding 270 bodies to shop in stores and eat in restaurants. She said there was the Metra and the el, it was perfectly positioned for the density proposed.

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Commissioner Fausch said it was complicated because the neighborhood was a complex neighborhood including Lake Street and the Historic District. She said most of the comments had been about the residential side, but should also consider downtown as part of the neighborhood. She said the impact would be on the retail, on the economic development like tax returns, and the viability of Lake Street, so the neighborhood would be almost like the entire Village because it impacted everyone.

Chair Bolte said when they looked at the standards many of them referred to the immediate impact and community at large. She said the impact was clearly bigger than who was across the street. She said there were a variety of institutions, with a variety of sizes and heights like Forest Place, larger homes on North Forest, condos, and religious institutions all right there.

Commissioner Gilbert agreed, saying you couldn't forget about what was to the west, downtown Oak Park, south was Forest Place, to the east were mid-rise condo towers there was a broad range of heights and densities it was appropriate to say how does this fit into the circle not one piece of the pie.

Chair Bolte said she had gone to Lake Street to look at parking issues and also to look at One Forest Place. She said it was part of the landscape because the streetscape was all so different around it so it didn't strike her as being 16 stories, once you get above 9 stories you weren't that focused on the height issue. She said it went back to what you were putting into that height, the density and would that create conflicts with the community so severe it would negatively impact people and she wasn't convinced it did.

Commissioner Benson said there was a safety issue, with that level of density at one location with a residential neighborhood behind; he could drive to the Wisconsin border faster than it would take to go down Lake Street. He said adding a highly intense density to the one spot and not expecting traffic to overflow into that neighborhood and cause safety issues and traffic issues for people beyond a reasonable anticipation was dangerous. He said this was beyond scale, it didn't need to be done, he saw a benefit to developing that corner with commercial and residential but it didn't have to be at that level.

Commissioner Roberts said there would be times that Lake Street would be impossible to get on and that would push people onto Ontario. She said right now, Ontario had parking on one side of the street, so to handle the extra traffic that would come they would likely do away with that street parking and probably do away with truck restrictions as well, so she saw that parking disappearing.

Chair Bolte asked staff if that was raised as a concern. Mr. Failor replied he hadn't heard that as a concern, but they did studies all the time if there was an issue, like for example, the Village was looking to take some parking away on Harvey next to the Dunkin Donuts due to the drive-through and if there was an issue on Ontario, the Village will try to solve it. Mr. Failor said it might be a deterrent for people driving down Ontario Street if it was

a narrow pathway, and that they don't like to take on-street parking off if they don't have to.

Commissioner Moran said they had had a condition in the first Findings of Fact about no truck traffic on Ontario. Commissioner Roberts said it was a rule now but would it be a rule that lasted. Chair Bolte replied times would change and they had to do the best they could at looking at all facets of a proposal but they couldn't say it might be different tomorrow or ten years from now.

Commissioner Gilbert said traffic was a major issue because Lake Street was a logjam and there was no question it was going to get worse. He said he knew it was not on the table but if the public parking was limited and that's where we wanted people to go first and it was full then they would have to drive around to find parking so that was also a traffic issue. He said it made sense to have a follow up study but then it may be too late, if there was a major impact because they approved the density.

Chair Bolte said the traffic concern did support reduced parking and encouraged other modes to getting around. She said the Village Parking Manager said this was not the only new garage to be built in downtown and the Village had control over the permits and where they put people and this was a tool they had to move people to different locations to manage the parking.

Commissioner Fausch asked staff what was the relationship between the Zoning Ordinance and the Greater Downtown Master Plan. Mr. Failor said the Greater Downtown Master Plan was a guide, not a prescription for development. He said when the Plan was done in 2005-2006 it was a snapshot of what was occurring at that time and then looked at what might occur in the next 20 years. Commissioner Fausch asked if it indicated what was desired as well. Mr. Failor agreed saying for this site in particular there should be mixed use development. Commissioner Fausch asked since the density differed between the Zoning Ordinance and the Plan could they take the Plan as the desired goal. Mr. Failor replied the density in the Comprehensive Plan, the Zoning Ordinance and the Downtown Master Plan were all at different levels at different times. Commissioner Fausch asked how they should consider those three densities. Mr. Failor replied the zoning code allowed for flexibility through the Planned Development Ordinance so that if there were a development that occurred that went beyond the regulations in the code, you'd have flexibility to do that. He said the Comprehensive Plan and Downtown Master Plan were guides to keep them in the realm of what might be acceptable or what might be supported.

Chair Bolte asked Commissioners if they were ready to put a motion with conditions out for discussion. Commissioner Gilbert said he had concerns about some of the issues identified by the 19th Century Charitable Association. Chair Bolte indicated that would possibly be a condition. Chair Bolte explained they would start with a motion, identify conditions, discuss those conditions, go over the Planned Development checklist and come to a vote.



Commissioner Moran suggested the following list of conditions: a canopy over the loading dock, moving the cooling towers to the center of the roof, matching the brick coloring on the garage to 19<sup>th</sup> Century building, and the 19th Century Charitable Association wanted compensation and alternative parking arrangements if their lot was to be used. Commissioner Moran said she heard the applicant say they would be accommodating to compensation to the 19th Century Charitable Association but was unsure of how the Commission should specify that. Mr. Failor suggested not to get into dollar amounts but instead say they needed to work with them and come to a resolution themselves on that issue. Commissioner Moran amended her condition to say the applicant would be required to work with the 19th Century Charitable Association in good faith in order to compensate any loss of their parking area during construction, and that the Village provide alternative parking to 19th Century Charitable Association. Commissioner Moran said she thought the sky lounge was an important compensating benefit from the hotel as it was the only public place in Oak Park where you could get a view. She said she would ask for another compensating benefit in lieu of the sky lounge and that would be for the applicant to grant some type of assistance to the 19th Century Charitable Association. She said she wasn't sure how to frame it. Commissioner Rouse said he would term it a material substantial contribution so it could be money, labor or material.

Chair Bolte said the Board would have a problem with the vagueness of that condition. Commissioner Mann pointed out there was a dollar amount on the Austin Gardens benefit. Chair Bolte said one of her conditions would be the cost of the Austin Gardens and public art benefit would be no less than \$50,000. Commissioner Rouse agreed, saying \$50,000 in labor, material or cash. Chair Bolte said she wasn't sure if that was useful or not. Commissioner Gilbert said there needed to be some level of negotiation between the two parties to see what was the need and how they could help. Commissioner Rouse said he picked \$50,000 because it was the same amount as the public art, the thought didn't go beyond that. Discussion ensued about putting a floor and ceiling amount and if that would hold the process up by doing so. Chair Bolte asked Attorney Karaca if they could get a response back after the Findings of Fact from the 19th Century Charitable Association. Attorney Karaca replied the public hearing was closed it was only discussion. Commissioner Moran amended her condition for approval to say the applicant provide services or assistance in a value no less than \$50,000.

Commissioner Fausch said she was concerned that they were placing a dollar amount on something they didn't know anything about. She asked if there was a way they could make the amount determined by the Board to give time for public comment and for the applicant to discuss the amount. Attorney Karaca said the Board would be asking for a very specific condition. Mr. Failor suggested writing it to say that the 19th Century Charitable Association and the applicant have a conversation and come to an agreement before it goes to the Village Board.

Commissioner Gilbert asked what happened if one party can't come to an agreement. Commissioner Rouse said would the 19th Century Charitable Association hold them up

to get more money. Attorney Karaca suggested it be tied to something specific like ameliorating parking or establishing a fund going forward to fix up the building.

Commissioner Fausch referred to a letter submitted by the 19th Century Charitable Association regarding \$70,000 in property taxes and \$350,000-500,000 in structural integrity issues. Commissioner Rouse said they were looking for a rainy day fund and maybe the \$50,000 would help carry them over if there was an impact from construction.

Commissioner Moran amended her condition to say as a condition of approval the applicant would have to provide services, materials or cash in amount no less than \$50,000 for the 19th Century Charitable Association. Commissioner Moran added another condition of appropriate vines on the garage wall. Commissioner Fausch said she wasn't clear how the vines were going to grow from the bottom up, she assumed they would grow from the 19th Century Charitable Association's property. Chair Bolte said it sounded like it needed an agreement from the 19th Century Charitable Association. Commissioner Gilbert said the logistics could still be worked out, but they could set out expectations that growth would occur from the top and the bottom and they could work out how.

Commissioner Moran listed her final condition that the garage roof be a green roof.

Commissioner Mann asked if they could put the monitoring of the 19th Century Charitable Association building condition before, during and after construction such as monitoring the foundation for cracks from vibrations. Commissioner Gilbert said he had concerns with this as all of the neighbors should have concerns with damage from construction. Commissioner Gilbert said he didn't know why they would single out one property owner and have the applicant monitor them as Grace Church to the east was a wonderful historic structure if they did it for one, they should do it for all. Commissioner Gilbert said it was a normal part of construction in an urban environment and it behooved each property owner to document their structure in case of damage. Commissioner Rouse said the applicant was strictly liable under the law.

Commissioner Rouse said there was a bond as part of construction and there was absolute liability as part of a statute in Illinois if they did cause damage they were responsible. Mr. Failor said it was part of the building permit process.

Commissioner Roberts said maybe they should be specific about the two historical structures right next to it, the 19th Century Charitable Association and Grace Episcopal Church that they should be compensated for any damage done. Commissioner Gilbert said he thought it should be a general comment, such as neighboring property. Commissioner Rouse said they didn't need to deal with that because the Illinois statute dealt with it.

Commissioner Gilbert asked if each property owner was responsible for establishing their baseline of their property. Commissioner Rouse said the person complaining had to prove they suffered the damage and it didn't take a lot to do that. Commissioner Moran said she

remembered it came up with the Walgreens on Madison because they were doing geothermal.

Commissioner Fausch said Mr. Acosta noted in his summary remarks that they would monitor vibrations during construction as it was standard practice. Commissioner Rouse agreed.

Chair Bolte listed her conditions: from the letter from the Village Parking Manager one condition was two cars sharing spaces within the private area and three spaces when 50% occupancy was reached in the building. The redevelopment agreement had been modified for the timing of the construction and should their findings reflect the construction scheduled needed to be consistent with the revised RDA.

Chair Bolte asked if limiting permits in the public garage for apartment residents should be a condition or an element of the traffic study. Commissioner Gilbert said he didn't think the apartment residents should be able to park in the public garage on a 24-hour or overnight basis. Chair Bolte asked if they would be asking staff to limit the permits. Commissioner Gilbert replied 24-hour permits, because during the day was when the public needed it most.

Chair Bolte said they had a requirement for a traffic study from the original application; she asked Commissioners if they should limit permits as a condition right from beginning or indicate that it was something to be resolved by the traffic study. Commissioner Fausch said she preferred a traffic study as it seemed funny to her to prohibit people from having a parking permit in one part of the Village where they wouldn't do it in another place.

Commissioner Gilbert clarified he didn't mean discriminate against people, only that they wouldn't allow that kind of permitting in the garage. Commissioner Fausch said she would agree to not allowing 24-hour permits but allowing overnight parking permits.

Mr. Failor clarified they would be restricting 24-hour permits in the municipal garage until a parking impact study was done. Chair Bolte agreed.

Commissioner Gilbert asked if there were any other garages in town that wouldn't have 24-hour permit parking. Mr. Failor said he believed all allowed them except the high school garage. Commissioner Roberts asked if they were overstepping their bounds, maybe they should let reality take its place. Chair Bolte said she wanted to get the sense of the group by putting it out there, they wouldn't want to be discriminatory. Commissioner Fausch replied they might be better off letting the Village parking department do its job and decide what should happen. Commissioner Gilbert said he believed they should stipulate no 24-hour parking, as it wouldn't be reasonable for somebody to put a car in the public garage and let it sit there. Commissioner Rouse agreed, saying it was not like Holley Court or the Avenue because there weren't buildings above those, this would be a garage with a building above that could be abused and dominated by the private units. Commissioner Moran said she agreed at least until

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the traffic study was done. Commissioner Mann asked if they were putting the restriction upon the applicant or the Village. Commissioner Rouse said they were putting it on the property.

Chair Bolte said there was another condition and that was the applicant was to notify tenants of the Village's parking policy. Commissioner Rouse wanted to clarify with Commissioner Gilbert that the limits would be placed on the residents. Commissioner Gilbert said it would be no 24-hour permit parking in the garage. Mr. Failor said he didn't believe the Village would do that, it would be more appropriate to put the restriction on the development not on the garage because it could limit the Village's current income on that property and limiting current parking needs. Commissioner Gilbert said if staff thought it was appropriate to limit it to the building then he was ok with it. Commissioner Fausch said she wanted to let the Village do its job and not have any limitations because she couldn't support limiting a certain group of people from a behavior. Chair Bolte said another condition from the Village parking department was the applicant must notify prospective tenants of the Village's policy about permit parking, overnight on-street parking bans and that no more than one private parking space may be available for the majority of the units.

Commissioner Moran said the difference was they were already giving the residents of the building one private parking space and all they were asking was they not take more and take the public spaces. Commissioner Fausch said she believed you'd have to say no one in the Village could take those spaces. Commissioner Rouse agreed, until the traffic study recommendation. Attorney Karaca said he agreed with Mr. Failor because the condition was meant to restrict the applicant and not a third-party.

Chair Bolte said when they send their recommendations to the Board they could stress in the cover description their concern about permits in the garage that go to tenants of the building. Commissioner Fausch said there were two issues, how many overnight spaces there should be in the garage and there was a concern that the public parking would be dominated by people who use it as residential parking, both issues the Village should decide. Commissioner Fausch said she didn't think the spaces would be dominated by overnight parking because the Village would decide how many spaces would be overnight or day parking and would not allow domination. Commissioner Fausch said what could happen was of the overnight spaces available, all of those would be taken by people in this development and she wasn't sure that was bad. Commissioner Rouse said the Village would have a financial interest in not deciding to limit the number of overnight spaces.

Commissioner Moran suggested they follow Chair Bolte's recommendation to put it in the cover letter. Chair Bolte asked staff if someone had a permit in the current garage, would the Village find them a new location. Mr. Failor agreed. Chair Bolte asked if they would be first in line to get the permit moved to the new garage. Mr. Failor agreed they would have priority. Chair Bolte said it was a process the Village regulated pretty tightly and that it was something the Village should manage itself. Mr. Failor pointed out there were 270 units proposed with 288 spaces and the excess 18 spaces could be used for

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guests, additional cars, etc. Commissioner Rouse said that was all the more reason to put limitations. Commissioner Gilbert said it worked because it was saying you only get one parking spot, there might be people who need two or don't need one so it would balance out but there was skepticism out there that they would open the public garage for excess parking for residents. Chair Bolte asked if the Village would be concerned and not let that happen. Commissioner Gilbert said there was skepticism about Village parking.

Chair Bolte said the Village looked at all their spaces and shifted and balanced them to keep things fair and equal and what we say now could change in two years, they may want to reduce the number of overnight spaces based upon an assessment of need, they wouldn't want to restrict the Village from changing policy one way or another.

Commissioner Roberts motioned to allow the Village to evaluate the parking policy in the garage. Commissioner Fausch seconded it. Commissioner Gilbert asked if they could include a strong letter recommending it. A roll call vote was taken:

Gilbert – yes  
Benson- no  
Moran- yes  
Mann- yes  
Roberts- yes  
Fausch- yes  
Rouse- no  
Bolte – yes

Motion passed 6-2 to put it in a cover letter to the Board but not as a condition.

Chair Bolte went over the standard conditions such as construction debris removal, communications, etc. Chair Bolte mentioned some conditions that were in the original proposal such as the LEED-Silver, changes in the construction schedule, semi-trailers prohibited on Ontario, streetscaping consistent with the Downtown Master Plan. Mr. Failor asked if they wanted to add all the conditions that were in the first Findings of Fact that would apply. Chair Bolte agreed. Bolte added public art acceptable to the Board, improvements to Austin Gardens, 6-12 month post-construction traffic study. Commissioner Rouse said that study should include the 24 hour parking in the garage.

Chair Bolte read from the original Findings of Fact: the traffic study conditions, bond and landscape conditions. Discussion ensued that the post-construction economic impact study condition would not apply because there was no hotel.

Commissioner Roberts said of the 288 parking spaces, 18 should be open to the public and not behind the gates. Commissioner Moran said that was transferred from the shared use part, but they didn't have that anymore. Commissioner Roberts said looking back at Whiteco and 1.05 spaces per unit, that would be 283 spots, would the extra spots be available to the public. Commissioner Moran said she thought the spots would be on the underground level. Commissioner Gilbert said the 288 was private parking that the

November 17, 2011

developer was providing it was not public at all. Commissioner Roberts said if that was true, then there was nothing allowed for retail. Commissioner Gilbert said they didn't need hardly any parking for retail. Commissioner Roberts said they would need 18 spaces as was decided last time with the hotel. Commissioner Gilbert said they could allocate the 18 spaces to the employees of the retail. Commissioner Mann said they were close to the 1.05 per unit with the number, where were the 18 retail spaces. Commissioner Gilbert said it was part of the variance, the retail spots would be part of the 300 public parking spots. Commissioner Roberts said that was going against what President Pope put in the letter to them. Commissioner Mann agreed, saying the variance was for residential and retail.

Commissioner Roberts asked if they could require that they have 18 more spaces that they pay for, for the retail. Commissioner Roberts said President Pope said they should not be adding any more pressure onto the 300 public parking spaces. Commissioner Rouse referred Commissioners to the amendment indicating the 18 spaces could be used to satisfy the commercial requirements. Commissioner Mann said he thought there was a hole in the parking consultant's report saying the 1.07 was comparable to the Whiteco but that would take the 18 out of the mix. Commissioner Mann proposed they ask the applicant to add 18 retail spots to the 288, to be put in the private section of the garage, dedicated to employees that have access to it. Commissioner Fausch said she wasn't sure they could construct the spaces. Commissioner Mann said it could happen on the lower level because it was only a partial excavation and they would be digging it out anyway.

Chair Bolte said they could say the 18 spaces were not just for guests or I-GO cars but also available for retail. Commissioner Fausch replied Commissioner Mann was advocating adding spaces on the lower level. Chair Bolte agreed, saying it was another option, also an economic issue. Commissioner Roberts replied it was up to the applicant to figure it out, they said 1.05 for every residential unit plus 18 spots for commercial.

Chair Bolte said in essence, that would be saying we would not approve the variance for 85 parking spaces only 60-something. Commissioner Moran asked if they could do that because the application was the application, if someone wanted them to build 18 more you would vote no. Mr. Failor suggested using the same language that it needed to be shared parking with retail. Chair Bolte said the other issue was they required them to put three I-GO spaces so they were really requiring 15 spaces to be publically accessible.

Chair Bolte confirmed they were asking for the balance of 15 parking spaces that shall be placed in a shared parking area with retail parking spaces. Commissioner Rouse motioned for approval, Commissioner Roberts seconded.

A roll call vote was taken:

Rouse- yes  
Roberts- yes  
Gilbert- no  
Benson- no  
Moran- yes

Mann- no  
Fausch yes  
Bolte yes

Motion passed 5-3 as a condition.

Chair Bolte read the standard conditions from the previous Findings of Fact.

Chair Bolte went over the Comprehensive Plan goals and objectives and the Zoning Ordinance standards. Mr. Failor suggested a vote of the affirmative would indicate it would meet all the standards read and if voting no, Commissioners could indicate which standards it hadn't met. Chair Bolte agreed.

Commissioner Moran motioned to approve the application with conditions previously articulated. Commissioner Rouse seconded.

A roll call vote was taken:

Moran – yes

Rouse – yes

Gilbert- no- "I have concerns about the traffic conditions in the area and the access to and from the property. I have some concerns about the density and the need for that density within this shell that was previously approved, I'm still not comfortable with how that came to us, maybe part of that is because I wasn't part of the commission on the first review, but I really feel uncomfortable given an existing shell and saying now this is what we are going to fit into that. Without really any strong evidence as to this is why we need 270 units, this is the economic feasibility is we got to have 270 units, I didn't really see that evidence. I'm not opposed to the density, I'm not opposed to increasing the density over the zoning, I'm not opposed to the height or at least a tall building, there is a lot about this project I like so if it gets approved it's not going to be the end of Oak Park as we know it, a lot of things have been put into the conditions that I think will be of benefit to the neighbors and the community. I think some of the discussion that occurred with the parking issues got muddled but the parking variance and the evidence for allowing that was based on the 1.05 ratio and I think we got away from that in that final bit of discussion that it's not really 1.05 anymore, it's 1-1 and now we're using the extra spaces for retail and maybe I just got lost in it but I got really uncomfortable with that. So I am voting no."

Benson- no- "Seconding what was just said, the density, the traffic, the complete lack of compensating benefits, the way it was brought to us, the negative safety impact on the neighborhood."

Mann- yes -"I still have concerns about traffic down the road."

Roberts- no - I approve of the idea of the apartments, but I really think it is too dense and there is not enough parking provided.

Fausch- no - "I want to vote yes for this project because I support the goal of increased density in the downtown area and I support the idea of a transit oriented development and mixed use, I am also concerned that the issue of how much density is the right amount

hasn't been addressed properly and if we look at the two guidelines we have beyond the Zoning Ordinance for how to think about that neither of them advocate this dense of a project so I'm in favor of a tall building here but I'm going to vote no to this project. " Bolte – yes "I think we want dense development in our downtown area and I think there will be other locations that we'll also want to be very dense and I think there is adequate parking and I think this is the way it came to us was awkward and I don't disagree with that and found that to be troubling but I think this is a good project at the location."

Attorney Karaca explained according to procedures, in a 4-4 vote typically it would be put over until another Commissioner was available but Commissioner Ginsberg had recused himself due to a conflict. A negative motion must be entered formally because there was not a fifth affirmative vote. Chair Bolte explained it would go to the Village Board with no support from the Commission and to overrule by the Board they would need a super majority of the Board. Mr. Failor believed it would go to the Board on the 5<sup>th</sup> of December, 2011.

**Adjournment**

Commissioner Fausch moved to adjourn. Commissioner Rouse seconded.

The meeting adjourned at 11:45 p.m.

Angela Schell,

Recording Secretary



# Public Comment

**From:** d b [pointz@att.net]  
**Sent:** Friday, August 26, 2011 9:26 AM  
**To:** Faylor, Craig  
**Subject:** Will you please forward this to the Plan Commission

**Attachments:** Heise Memo.pdf

Dear Plan Commissioners:

It was good to see the Plan Commission ask in-depth, thoughtful, and provoking questions of Lake Street Investors and of the Plan Development Ordinance. It was disappointing to learn that the Plan Commission will only review parts of the application and not the entire proposal as is required in 2.2.7F7 and 2.2.7G2 of the Village Zoning Ordinance. The Plan Commission and the Village Board even publically stated that any change to the original proposal, such as the elimination of the hotel, would require a complete review of the application. It was even more disappointing to see the Plan Commission only ask the Applicant for his recollection of the Village Board meetings on August 2, 2011 and August 4, 2011. The Applicant's responses to the questions were biased and only partly accurate.

The Applicant failed to mention the comments by the Village Attorney at the meeting where he stated the application should be treated as an entirely new project for complete review by the Plan Commission as is required in the Village Zoning Ordinance. This was stated more than once by the attorney and I encourage you to listen to the tapes of the meeting to verify the accuracy.

The Application also failed to mention the memo dated August 4, 2011 from Ray Heise, the former Village attorney, which is attached. Mr. Heise states that the Plan Commission should review "elements which differ from the original approved planned development ordinance." This would include the compensating benefits, parking, traffic, density, use, and the applicant's ability to complete the project.

Mr. Heise further states that "the requests for parking and density allowances have changed in the amended planned development application and require consideration by the Plan Commission." You will note that the memo includes parking, and not exclusively public parking or private parking. This would mean that both the public and private parking allocation should be reviewed.

It would be greatly appreciated that in the future, if there are questions regarding the contents of a Village Board meeting, that the Plan Commission asks the active participants their recollection instead of just the biased opinion of the Applicant.

Thank You,  
David Barsotti  
H: 708.358.1920  
O: 312.307.9643

**From:** Rhoda Bernstein [rgbernstein@comcast.net]  
**Sent:** Thursday, August 18, 2011 12:22 PM  
**To:** Failor, Craig  
**Subject:** atten:PLAN COMMISSION  
**Dear Plan Commission:**

**Below you will find a copy of a letter I sent to Village Trustees. In addition to the views expressed in my letter to the trustees I hope the Plan Commission, and thus the developer, will be aware of two connected matters, and to please take them into consideration.**

**First, my husband and I probably are highly representative of one major demographic of prospective renters for these apartments. In a few years when my husband retires we plan to sell/lease our house and move into a rental apartment-- 2 bedrooms, two baths, a den and a nice balcony in a green beautifully designed building which is accessible by foot, bike and car would be perfect for us. I know that many other 'baby boomers' not only in Oak Park but throughout the Western suburbs are thinking of doing exactly the same. Because we have lived in this village, and in many ways enjoy it, we would prefer to continue to live in Oak Park. However if we cannot find an apartment building to suit us we will move back to Chicago. And why not, as Chicago also has a great deal to offer 'young' retirees as well as an abundance of buildings that suit our needs.**

**I am not an architect although I am an artist and know several architects and landscape architects. Everyone says Gensler is a first rate firm capable of creating a building of striking design with a complete green plan. I highly suggest that the village and develop let Gensler do it's thing and come up with a magnificent green design even if this means there will be an initially greater cash outlay. I am of the firm belief that such a building will ultimately have a greater pay back for both the developer as well as for the village of Oak Park. Much of Oak Park's appeal to prospective residents and tourism is our heritage and identity of great architecture. I believe it is important to the village's future identity that we remain the Oak Park we are and have been and not turn into another dull bedroom suburb. Let Gensler build us a building that would be fitting to Oak Park's FLW heritage and one where Blair Kamen would so remark.**

**Thank you.**

**Sincerely,**

**Rhoda Bernstein  
Oak Park**

**Dear Trustees:**

**I am not the first, nor the last, person to write to you about concerns about the proposed Forest-Lake building, although I may be one of few to write with viable ideas to help address the problems and lack of local popularity for this project.**

**I have been one of many you have opposed this building. But I get it; this building is going to happen. My hope is now to urge you to make this project not only financially viable, but also as palatable to the community as possible. Not only are these concepts not mutually exclusive, given the character of Oak Park, they are highly dependent upon each other.**

**I have read in the papers that Sertus has hired a new architectural firm, Gensler. Great. That is a good start. I also read that Gensler is to give the building a new facade which is also a good starting point. But the drawing of the facade I saw was uninspiring. Thus this is not nearly enough. To create a building that Oak Parkers would embrace it would have to be a Green Building, be designed to ease the traffic flow in and out of the building, enable pedestrians to safely and conveniently cross busy streets, and have the facade be an engaging, cutting edge delight to the eyes.**

**This is Oak Park not Naperville. Our heritage and our distinctive village character are in large part due to our beautiful architecture. Consider that my husband and I are typical of many Villagers where my husband plans to retire in 3, 4 years. At that time we will likely want to move from our house. Will we stay in Oak Park? If we can rent in a Green, beautifully designed building which we can comfortably and safely access on foot, bike and car, then we would likely remain here. If this kind of rental building is not available to us here we will surely move back to Chicago.**

I have heard that Gensler is a very good firm and can make these modifications. I can only imagine that Gensler would prefer to have their name affiliated with a stunning cutting-edge structure than an ugly box. However, only you can convince Sertus that it is in everyone's best interest, including theirs, to include these kind of modifications. It will cost more but then again the financial returns may be greater as the units will likely be easier to rent. The community may never be fully happy with a 20-story structure but at least with a Green and lovely building with manageable pedestrian and traffic flow the community (and future renters) will be considerably happier.

Sincerely,

Rhoda Bernstein  
531 N Humphrey

**From:** Drlesgo@aol.com

**Sent:** Thursday, August 25, 2011 9:00 AM

**To:** trustees@oak-park.us; VOP Board

**Subject:** Forest and Lake comment

Alan Weisman, in the best-selling "The World Without Us," page 250, notes: Muhlenberg College ornithologist Daniel Klem estimated in 1990 that 100 million birds annually suffered broken necks from flying into building window glass. "He now believes that 10 times that many - 1 billion in the United States alone-is probably too conservative." There are a total of 20 billion birds in the U.S. This is not an insignificant rate of bird kill. (With other sources of bird kill, 250,000 transmission tower wires for t.v., radio, and cell phones, pesticides, road kill, high-voltage lines, destruction of habitat, and so on, nearly half of those birds may be killed each year.)

Several years ago it became known that dozens or hundreds of birds die every year by flying into the three-story new main library. Constructing a building five to six times that height, next to a large park with many birds and bird nests, will lead to the death of thousands of birds, more likely tens of thousands of birds depending on how long the proposed 20-story high rise remains, if it is built.

Let's contribute to a real greening of Oak Park, and a contribution to the health of the planet, by either stopping this environmentally-destructive, ill-considered high-rise, or at the very minimum asking the developer to consider alternatives to glass and steel construction.

Les Golden  
Oak Park  
708-848-6677

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FAX 630/968-1626

Sent via UPS

August 23, 2011

Ms. Linda Bolle  
Chairperson  
Oak Park Plan Commission  
Village of Oak Park  
123 Madison  
Oak Park, IL 60302

**RE: Public Hearing, August 25, 2011, Sertus Capital Partners, LLC**

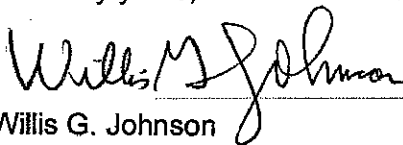
Dear Ms. Bolle,

I am unable to attend the Public Hearing on August 25, on the proposed Sertus Capital Partners development for the corner of Lake St. and Forrest Ave. I ask that this letter serve as my testimony before the Commission.

I have no problem supporting the basic concept of apartments with a retail component. However, in my opinion there is fatal flaw and that is parking. The present garage has 340 public spaces and is frequently full. The downtown master plan of 2005 recommends the number be increased to 750 + 180 basement level parking spaces for 180 residential tenants. Yet the proposal is to reduce the number of public spaces to just 300. As the owner and operator of the Lake Theatre, this will not only be detrimental to us but other retail and office spaces, especially the east end of the Downtown Oak Park area.

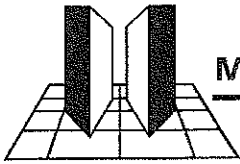
In addition, the ratio proposed for the apartment spaces does not seem based on reality. It is my understanding that the WhiteCo development has found their actual ratio to be closer to 1.5/1 and Sertus is proposing a ratio of 1.07/1.

Sincerely yours,



Willis G. Johnson  
President

WJ/ke



**McCullom Realty Ltd.**

**Commercial Services**

August 22, 2011

Ms. Linda M. Bolle  
Chairperson  
Oak Park Plan Commission  
Village of Oak Park  
123 Madison  
Oak Park, IL 60302

Re: Public Hearing; August 25, 2011  
Sertus Capital Partners, LLC.

Dear Ms. Bolle,

I am sorry I cannot attend the Public Hearing on August 25, 2011, but my oldest son is going to become a Lt. Colonel in the U.S. Air Force and his mother (my wife) and I will be traveling to Hawaii to see him pinned on August 30, 2011. Therefore, I want to weigh in on the proposed project across the street from my property.

First, and most important, the Oak Lake Park Associates, LLC, owner of 1010 Lake Street Building is pleased with the idea of a new development at this location. We wish Sertus Capital Partners good luck on their project and hope it will be very successful.

Second, it is our opinion there is not enough public parking. Three hundred public parking spaces available to the public is clearly not enough and unfortunately we recommend that you vote No on allowing Sertus to have an "allowance of 85 parking spaces".

I have been with the partnership since 1982. As a member of the partnership, Property Manager of 1010 Lake Street Building and Vice President of Downtown Oak Park. I have seen on many, many occasions the current parking lot full.

Please make sure our community has enough parking. Many businesses, property owners and residents/customers depend on a parking spot when they come to Downtown Oak Park for what every business brings them to our wonderful Downtown area.

Very Truly Yours,

W.R. McCollom, Jr.  
President

Cc: Michael Gleaser – Sertus Capital Partners  
Rolando R. Acosta – Attorney  
David Pope – Village President  
Willis Johnson – Classic Cinemas  
Bob Johnson - President of Downtown Oak Park  
Pat Zubak – Executive Director of Downtown Oak Park  
Sara Faust – OPDC Designee





The Nineteenth Century Charitable Association  
Learning and Giving - Our Focus

Plan Commission, Village of Oak Park  
123 Madison Street  
Oak Park, IL 60301

October 28, 2011

RE: Docket PC11.03

Copy to Thomas W. Barwin, Village Manager  
Copies to all Village of Oak Park Trustees

Dear Oak Park Plan Commissioners, Village Manager and Village Trustees:

This letter represents the concerns of the Nineteenth Century Charitable Association/Club as approved by our Board of Directors regarding the proposal to amend the Plan Development Ordinance No. 2010-O-014 by Sertus Capital Partners and the variances requested. (The Nineteenth Century Charitable Association/Club owns the four parcels of land directly north of the property covered by this ordinance. We own the surface parking lot (Known as Lot 12) directly north of the current parking structure (3 parcels of land designated as 168, 170 and 174 Forest Avenue) as well as the building at 178 Forest Ave (parcel 4). We currently lease the surface parking lot parcels to the Village of Oak Park (Lot 12) under a 15 year lease agreement that expires November, 2013.)

**BACKGROUND INFORMATION:**

To put our questions into their proper perspective, we would first like to briefly share some pertinent information on the Nineteenth Century Charitable Association and the role we play within the community. We are a 120-year old institution with a very active benevolence program as well as a responsibility as stewards to protect and promote our Village of Oak Park landmark status building at 178 Forest Ave.

We actively promote the use of this building as an educational and cultural arts center open to the community, with several not-for-profits using our space as their regular home. Depending upon the event, we may donate the space or charge an appropriate fee based upon its use. The Nineteenth Century Charitable Association has over 220 members, predominantly from Oak Park. We sponsor cultural and educational programs in our historic building for the community—over 40 programs are offered this year alone. We actively raise money for over 15 charities within the community as well as provide significant scholarships to help students from OPRF High School continue their education in college. Over the recent past, we've donated tens of thousands of dollars and several hundred thousand dollars-worth of volunteer time to these endeavors.

Historically, we were able to fulfill this mission at a relatively modest cost because we were granted tax exempt status from property taxes by the State of Illinois and our building was in relatively decent condition. As you are probably aware from the extensive coverage in our local newspapers, this

changed in 2008, when the State of Illinois decided to revoke that status without notice and without a hearing. The financial impact of this change is obvious, as we now pay over \$63,000 (\$63,268.94 in 2009, reduced from the original tax bill of \$89,333.00 for 2007) per year in property taxes while we appeal this ruling. In addition, our deferred maintenance on the building has caught up with us. We are looking at having to spend \$350,000 to \$500,000 over the next two to four years to maintain the structural and architectural integrity of the building, about the amount we have paid over that past four years in real estate taxes and attorneys fees. The net impact is that we must generate significant cash flow every year to maintain our commitment to the betterment of Oak Park through our charitable programs as well as maintain our building for the use and enjoyment of current and future generations. Typically a charitable organization does not set aside funding for the consequences of a high rise building being built next to its historic building: we lack an endowment or "rainy day" fund that could see us through a rough time period resulting from the construction of the proposed building, including possible damage to our historic landmark building as well as the lack of parking during the construction.

Following are our comments, first on the design and density issues (Public Comment 1), and then on the parking and density issues (Public Comment 2) and the possible effects on our landmark building as well as our historic 120 year old organization. Thank you for taking our concerns into account in your deliberations before issuing your ruling.

#### **PUBLIC COMMENT 1: DESIGN CONCERNS AND EFFECT ON OUR LANDMARK HISTORIC BUILDING**

First, here are our design concerns. As you know, our structure is a historically significant building that acts as a partial buffer between the Frank Lloyd Wright historic district and the downtown business district. However, The Nineteenth Century organization has an overall concern that the proposed building will negatively affect our landmark historic building both during and after construction. We request that the Plan Commission and the Village Board seriously address our concerns related to this design before approval. While the architect has made efforts to address many of our concerns, we still want to put all of these concerns on public record tonight.

In cross-examination, we noted our concern with the effect of the massive blank wall of the parking structure (north side) facing our building. We thank both the Plan Commission and the Historic Preservation Commission for their feedback to the architect to make this façade more in keeping with our Historic Landmark Building. While we appreciate the architect's response to these comments, we ask that the Plan Commission insist on inclusion of the suggested design improvements from the architect and others from the PC and the HPC regarding the following points:

(1) North Façade Design: We agree with the suggestions from the HPC and the response of the architect that the north façade needs to be "integrated with details and materials" and that it also needs "articulation to introduce a human scale" and that "adding articulation to the north elevation can make it a more subtle backdrop to the Nineteenth Century Club." We agree with HPC that on this north façade "a blank wall is not acceptable". We also note that while the brick color represented in the latest renderings by the architect show a color blending more with the 19<sup>th</sup> Century building at 178 Forest Ave, the yellow sample brick presented to the Plan Commission did not; we urge that the final design approved provide the articulation and coloring shown on Oct 20. We urge the Plan Commission to

require that in a final plan the developer and architect provide acceptable detailing of the North Façade as discussed before granting a design variance.

(2)Landscaping and Green Cover on North Façade: We thank the Plan Commission for your insistence that the developer look at the issue of providing green landscaping on the North Façade and providing examples of building that have done so on a similar lot-line construction project. (Please note that we DO NOT AGREE with the suggestion of the HPC that the problem of landscaping along the north façade should be solved by the Village of Oak Park and the 19<sup>th</sup> Century Charitable Association. In our cross-examination of the architect, Brian Vitelli, we asked him about adding landscaping to his plan along the north façade. He stated that he wanted to include landscaping here, but that would require losing at least five (5) feet of the development, something the development could not afford. We suggest that if landscaping is to be done, five (5) feet could certainly more easily come out of the development than out of our small parking lot. As lot 12 is now configured, there are only 51 parking spaces. Twenty-seven (27) of those spaces about the current parking structure and the Village and the public cannot afford to lose 27 more public spaces to a development that will already be cutting over 40 public parking spaces in the proposed new garage. The architect's suggestion on Oct 20 that some landscaping could be put in the middle of the parking lot would most likely also result in fewer parking spaces or less space to maneuver vehicles in the lot, and it is unclear who would do this landscaping. We request that the Plan Commission insist that, as a precondition for approval of the design variance, the development present an acceptable plan for green cover (to coordinate with the articulation described above) on this façade without impacting the parking in Lot 12.

In addition, we are concerned about the effects of the actual process of building such a massive commercial building within 250 feet of our "grand old lady," our historic landmark building. As previously mentioned, The Nineteenth Century Charitable Association Board is currently faced with repairs and maintenance of this historic structure, many of which cannot be delayed; for example, we must replace entire portions of the slate tile roof. We worry that the actual construction process could cause structural damage to our building beyond our ability to repair it. We request that, as a precondition for approval of this plan, a clause be included to protect our Landmark historic building; this clause should stipulate that Sertus Capital Partners agrees to pay for an independent pre-construction appraisal (approved by our Board) of the current condition of the building as well as a post-construction appraisal, and that Sertus agrees to pay for any damage caused to the building by the construction of this development and the Village of Oak Park agrees to back this guarantee to help pay for any losses sustained in construction not recoverable from the developer.

While the proposed design changes would make this façade more in keeping with the nature of this historic area, ultimately there is a much larger overriding concern, one that may be out of the purview of the Plan Commission but that should be addressed once again by the Village Board. We agree with the memo issued to the Plan Commission by the Historic Preservation Commission on October 14<sup>th</sup> stating that "the height and scale of the building are significantly out of relationship with the Nineteenth Century Club building" as well as the surrounding area. We respectfully ask you to consider this before approving the design variance and also to be mindful of the fact that this building, according to the Historic Preservation Commission, "doesn't meet the HPC's Architectural Review Guidelines for new buildings based on massing and scale." We also agree with the HPC statement that "This application should also look to bring a more human scale further north on the building along Forest Avenue."

## **PUBLIC COMMENT 2: PARKING CONCERNS AND EFFECTS ON OUR HISTORIC ORGANIZATION**

We would also like to share our concerns with the variance for parking requested by the development. Our Board has begun to meet with Cara Pavlicek about our concerns and will continue to meet with her to help resolve our concerns. However, we do want to put some of our concerns on public record tonight.

We understand that the Plan Commission is only allowed to consider the variance for the 288 space parking for the apartment buildings. However, the proposed parking garage is actually one pie divided into two uses—private (apartments) and public (garage spaces). If one does not believe that the requested variation for the 288 spaces is adequate to serve the needs of the apartment complex, then the 300 public parking spaces in the garage will likely be impacted and this number also needs to be evaluated. It is disappointing that such a huge development actually results in a net reduction of public parking spaces. We believe that a more binding plan is needed from Sertus and the Village to keep the majority of the 300 public parking spaces available for short-term use by the public on a “first-come-first-use” basis to help support the businesses and activities in the area, including our not-for-profit organization. Without such a plan, we oppose granting the significant parking variance requested by Sertus as it would create additional parking problems in an area that already has inadequate parking.

Another concern we have is the use of the surface parking lot (lot 12) at 178 Forest Ave for any purpose other than parking. We leased this lot to the Village with a contractual agreement that it would be used as a shared parking lot for our use as well as that of the community at large. A copy of the lease agreement is available in Village Hall. Twenty-seven of the parking spaces within this lot directly abut the current parking structure that is scheduled for demolition. We would like to know what plans the Village and Sertus Partners have made to insure that these parking spaces as well as the entire surface lot remain fully operational during the demolition and construction phases of this project. We would find it unacceptable if this lot were used in any way other than a parking lot, available 24/7 for our and public use. We request that our concerns that our lot remain fully operational during the demolition and construction phase be considered before granting the requested parking variance. We would also stipulate that both Sertus and the Parking Department of the Village cooperate in a plan to provide compensation for the Nineteenth Century Charitable Association for any other use of this space.

In recent years our membership has almost doubled in size and the building has also doubled in use for charitable purpose. In addition, the events that support of the charitable use of the building have also doubled in size. This activity level is supported by the current available parking. It also helps support the business of the surrounding downtown areas. We are concerned that a lack of parking, particularly for an extended period of time, will jeopardize not only our continued growth but our actual survival as an organization.

Without a substitute short term place to park 120- 200 vehicles during our 30 to 50 major events per year, we believe that our building will no longer be a viable venue for the many events we host. We depend upon the rental income from these events to generate the cash to help fund our charitable activities, pay our property taxes and maintain our building. We ask that the Plan Commission also stipulate, as a condition to granting the requested parking variance, that during the construction phase,

it is the responsibility of Sertus Partners and the Village Parking Department to find acceptable substitute parking for up to 200 vehicles for our events and pay the costs associated with those spaces. For instance, we are open to working out a plan where Sertus bears the cost of operating a valet parking system during our events and programs so that guests can drop their cars by our front door and the vehicles can be moved to an acceptable location approved by the Village. We ask that this stipulation last from the time that the current parking garage is taken out of service until it is replaced by the new public garage as stipulated in the current plan ordinance. We are open to finding a mutually beneficial solution to this short-term problem.

We also urge the Plan Commission to take into account concerns that this development has only one access with all traffic into and out of this building on Forest Avenue; please reconsider this and the effect all of this traffic will have on our historic building as well as the historic residential neighborhood to the north.

We also strongly request that any approval of this development continue to require that the developer be required to complete the entire parking structure first and that it be opened for public use before any other portions of the building are completed.

We believe that the Nineteenth Century Charitable Association has been a good neighbor in Oak Park for 120 years. If this building is constructed, we want to continue to be a good neighbor. However, **we are asking the Plan Commission to seriously consider our design concerns and also stipulate that Sertus Capital Partners work with the Village of Oak Park and the Board of the Nineteenth Century Charitable Association to resolve our parking concerns before any variances are granted.** We do not believe that it is in the best interests of Oak Park to approve a plan for this property that would immediately create additional parking stresses in an already dense area and that may effectively close a 120 year old Oak Park institution because we lack the financial capacity to endure the disruption to the operation of our facility during the construction phase of this project.

Should this building proceed, we are willing to meet with representatives of Sertus Capital Partners and the Village of Oak Park to create a mutually advantageous solution to our concerns. Thank you for your consideration of our request.

Sincerely,

Mila Tellez, President  
Georga Parchem, Director (Cross Examination and Public Comments)  
Judy Eckberg, Director (Public Comment)  
The Nineteenth Century Charitable Association Board of Directors

### SUMMARY OF PARKING ISSUES:

The Nineteenth Century Charitable Association/Club respectfully requests:

1. That the variance allowing 288 spaces for the use of the apartment dwellers be denied unless a more binding plan is put in place to assure the majority of the 300 public spaces will not be used for permit parking by the residents of the development.
2. That a plan be put in place by Sertus Partners and the Village to guarantee The Nineteenth Century Charitable Association-owned parking lot (Lot 12) at 178 Forest will not be used for any purpose other than parking during the demolition and construction of the new building. We would also stipulate that both Sertus and the Parking Department of the Village cooperate in a plan to provide compensation for the Nineteenth Century Charitable Association for any other use of this space.
3. That, as a stipulation of granting the 288-space variance, a plan be put in place to provide the Nineteenth Century Charitable Association with short-term parking during the demolition and construction of the new building for our events and that this be paid for by Sertus Partners with the cooperation of the Village in finding appropriate alternative parking spaces for this service.
4. That any approval of this development require that the entire parking structure be finished first and opened to the public before any other portions of the building are completed.

### SUMMARY OF DESIGN ISSUES:

The Board of the Nineteenth Century Charitable Association respectfully requests

1. That the Plan Commission require that the developer and architect provide acceptable detailing of the North Façade as discussed before granting a design variance.
2. That the Plan Commission insist that the developer also agree to an acceptable plan for some green cover on this façade without impacting Parking Lot 12 (as part of the overall design detailing of the north façade).
3. That, as a pre-condition for approval of this plan, a clause be included to protect our Landmark historic building stipulating that Sertus Capital Partners agrees to pay for an independent pre-construction appraisal (approved by our Board) of the current condition of our building as well as a post-construction appraisal and that Sertus (backed by the Village of Oak Park) agrees to pay for any damage caused to the building by the construction of this development.

Further, we agree with the point made in the memorandum to the Plan Commission from the Historic Preservation Commission on October 14<sup>th</sup> stating that “the height and scale of the building are significantly out of relationship with the Nineteenth Century Club building” (as well as the surrounding neighborhood. We respectfully ask you to consider this before approving the design variance and also to keep in mind that this building, according to the Historic Preservation Commission, “doesn’t meet the HPC’s Architectural Review Guidelines for new buildings based on massing and scale.” We also agree with the HPC statement that “This application should also look to bring a more human scale further north on the building along Forest Avenue.”

**From:** Anna Churin [churins@yahoo.com]  
**Sent:** Wednesday, November 02, 2011 10:27 PM  
**To:** Faylor, Craig  
**Subject:** Oppose Forest - Lake development

The most inviting aspect of Oak Park is it's architectural heritage. This Village closely ties itself to Frank Lloyd Write and the unique architecture within.

We see numbers of tourists walking with their cameras from the Frank Lloyd Wright Home and Studio by way of Forest Ave. They are heading in the direction of the Unity Temple. On these walking tours they see many fine examples of architecture in the single family homes, then passing by The Nineteen Century Women's club, Grace Episcopal Church, and the Post Office.

We as the citizens of Oak Park live in a special place and the desire of tourists to come and admire our Village makes us proud.

In this particular section of the Oak Park there are a unique assembly of beautiful historical buildings.

In my opinion the proposed building will blight the visual continuity of this area, first, by it's height and density and second the materials used to build it such as precast concrete and glass. There is no going back once this building is constructed and we will never forgive ourselves and the government of Oak Park for distorting the uniqueness of our village.

On one hand the VOP tells us that the right approach in preserving the historic districts are to expand it's borders, while on the other hand they turn around and ask us to accept an inappropriate development such as this which will border the historic district.

I think we should brush-up on our Prairie School knowledge. Please see the next link:

<http://www.prairieschooltraveler.com/html/il/oakpark/oakpark.html>

Thank you

Anya Churin

**From:** GRIZ [griz937@grizandbear.com]  
**Sent:** Thursday, October 20, 2011 12:48 AM  
**To:** Failor, Craig  
**Subject:** Sertus Development at Lake & Forest

Mr. Failor, please forward this email to members of the Plan Commission so that they can read it before the Thursday evening meeting.

Members of the Plan Commission:

Please, please do not allow the building of this environmental disaster at Lake and Forest. I am not anti-development, but I all I see is an adverse environmental impact from such a large building with so many tenants in a small space.

I see:

1. The shadow of this tall building causing a change in the ecosystem for a large area surrounding it, including sheets of rainwater, ice and snow coming down in the immediate area due to the design.
2. An increase in air and noise pollution from increased vehicle traffic from construction vehicles, 200 new residents, garbage trucks, delivery truck, etc.
3. An expense down the road for Oak Park residents to pay for problems with an old sewer system when the increased waste water from 200+ people flushing toilets, taking showers, running dishwashers, washing machines, etc. goes into it.

Unrelated to the environment, this building would have an adverse impact on The Nineteenth Century Charitable Association and it's historic building, The Nineteenth Century Club. The Village of Oak Park should be proud of and be doing all it can to to promote and protect a 120-year-old organization and it's historic building; why, it isn't, is beyond comprehension.

I would like to see logical development and planning in Oak Park, not squeezing an over-sized building project into a small space. This is beautiful Oak Park, not downtown Chicago or worst yet, New York City.

I've seen too many badly managed disasters in the 40+ years I've lived here. The latest is Taylor Park, which is near me. It has taken the entire summer for the changes made to the park resulting in half the park being unavailable. And while it is lovely that a pond has been added for water retention, those of us that live nearby will be seeing an increase in mosquitoes next year with no thanks to those that made that decision (and probably don't live near the park).

Regards,

Pat Davis, Resident  
Member and Volunteer Webmaster  
The Nineteenth Century Charitable Association



## Failor, Craig

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**From:** OP808 [OP808@GRIZANDBEAR.COM]  
**Sent:** Tuesday, November 01, 2011 12:31 AM  
**To:** Failor, Craig  
**Cc:** forest.lake.op@gmail.com  
**Subject:** 270 apartments is a bad idea for Forest & Lake

Development in Oak Park does not have to be a bad idea.

270 apartments at Forest and Lake IS a bad idea. The height and density of this development is wrong for that location and for the Village of Oak Park. The developer is forcing a project onto that space that will have negative ramifications far into the future on the quality of life for nearby residents and businesses, and, of course, the Nineteenth Century Charitable Association. Future taxpayers in Oak Park will be paying for problems because the developer will be long gone

P. Davis

■  
GIBBONS, FORTMAN & ASSOCIATES

ARCHITECTURE • DESIGN

■  
Greg Failor  
Oak Park Plan Commission  
123 Madison St.  
Oak Park, IL 60302

Re: Lake and Forest High Rise

Dear Craig,

I am writing in support of the new development at the corner of Lake and Forest Av. As an Oak Park citizen I believe this development will add to the vitality of the neighborhood and Oak Park in general. The addition of first class retail space will enliven this part of Lake Street and may even foster further development in the surrounding structures which currently need a facelift.

As an architect I find the new design to be refreshing and it will be a striking addition to the rich architectural heritage of our village.

I support the current application to change in use from a hotel to an apartment building. I think the design will be a focal point on the block and its mass is not substantially greater than the building across the street and therefore will not significantly alter the characteristics of the neighborhood.

I think the old public garage on this site is in need of replacement and the new structure will be a welcome improvement. Presently we are looking at an empty lot with an ugly garage.

Sincerely,

Scott Fortman  
948 N. Harvey  
Oak Park, IL 60302

**From:** Marcia Frank [marciafrank@sbcglobal.net]

**Sent:** Thursday, November 03, 2011 11:11 AM

**To:** Failor, Craig

**Subject:** Lake and Forest Ave development

Dear Members of the Plan Commission

As someone who has been and remains involved in and committed to the Oak Park community, I write to urge you to move forward with amended plans for the development at the corner of Lake Street and Forest Avenue.

My view is the developer has been prudent and patient in the several years since the project was proposed. As you know, Sertus was willing to include a hotel as part of the development at the village's request. But as the developer has explained and as anyone who reads the newspaper these days knows, the economy has not cooperated. Rather than attempting to force a component of the project that would not be feasible, the developer wisely came back to the village to request to amend the project.

My time as an elected official allows me to appreciate the developer's common-sense thinking to the project and realities of the marketplace. The plans for rental apartments, retail and parking in the amended development would be an asset to Oak Park and, I believe, are a realistic opportunity.

I appreciate that the Plan Commission and our residents are particularly careful with the process of who, what and why our town is developed. It has been my observation that Sertus has been a good partner. I urge the Plan Commission to move forward by approving the amended plans retail and residential opportunities to Oak Park.

Thank you,

Sincerely,

Marcia Frank

## Failor, Craig

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**From:** Lor L. Gold [Lor.Gold@schawk.com]  
**Sent:** Tuesday, November 01, 2011 9:08 AM  
**To:** Failor, Craig  
**Subject:** No Tower

This tower is a mistake. Has been from the very beginning. It has the smell of a project that very few really people want but that very few people want to build the no matter what. Smells like bad and arrogant politics to me. Every time its illogical foundation crumbles, more a more time and money is spent to piece it back together only to crumble again. First it was going to be a hotel until no hotel in its right mind would be interested in OP in a recession. Possible dense traffic has been pointed out. "No problem" profiteers would say. Exclusive rooftop beer garden with a view is a silly concept. "No problem" the profiteers" would say. But I say to the profiteers, you want TIF money paid by me and I say "no way". If this goes through, I will be out of Oak Park because the village will have lost its mind. Crime is bad. The schools need money. Shops are suffering (especially the one's waiting for bricks in the streets to be completed)--now's not the time for a flimsy tower built on flimsy reasoning and promises who want me to help pay for it.

**From:** Rebecca Hachem [rafqahachem@yahoo.com]  
**Sent:** Wednesday, November 02, 2011 8:42 AM  
**To:** Failor, Craig  
**Subject:** Please NO 20 story tower at Forest and Lake!!!!  
To Whom it may concern,

This 20-story tower of 270 apartments is a bad idea for Forest & Lake! With so many condos and apartments already vacant in Oak Park this is a BAD idea. Not only would it flood the school system (Holmes school), create more traffic, it is an UGLY building. Forest and Lake is NOT State street in Chicago. This building would definitely degrade the appearance of the community. The community that is know for FLW homes and gorgeous Victorians.

Please consider all of these points.

Rebecca Hachem

**From:** Debb Hammond [chatsplas@sbcglobal.net]

**Sent:** Wednesday, October 19, 2011 6:37 PM

**To:** Failor, Craig

**Cc:** Michelle Belton; Forest & Lake Association; John L. McCormack; Andy R. Lucas; Marilyn Johnson; Winifred Gerulat; Tracey Dear; Timothy J. O'Connor; Robert C. Milton

**Subject:** Re: Thurs, Oct 20, 7pm- Plan Commission Mtg- Forest & Lake Dev

Dear Mr. Failor:

I'm working and unable to attend the meeting Thursday evening, but wanted to express my concerns.

I am concerned about such a large building, shadowing, dwarfing the nearby buildings. I am concerned about the architecture not being in tune with the historic buildings in the area, such as the Nineteenth Century Club next door, and the Frank Lloyd Wright Historic District. The INADEQUACY of the parking is a major concern. The proposals do NOT contain enough parking for any one part of the building, and certainly NOT for the whole. Parking is scarce in the area already, and this creates more density, greatly increased parking demand, no net new spaces, and more problems. I do NOT understand why the Village would grant such LARGE variances on parking for this building.

And I am appalled at the WASTE of money. First the Village builds a garage and there are multiple problems, but they don't hold the contractor to account. Then they spend a HUGE amount of money, noise and mess, re-doing the parking garage, and NOW they want to tear it down and replace it with a LARGE building and fewer overall parking spaces, even while increasing demand. And using government and TIF funds to bring this all about, too, subsidizing the developer and giving them carte blanche when it comes to parking variances.

THANK YOU for your attention to this matter.

Debb W. Hammond

**From:** Peter Kolos [pkolos1@hotmail.com]

**Sent:** Tuesday, November 01, 2011 1:33 PM

**To:** Failor, Craig

**Subject:** FOREST/LAKE ST. apartment structure

Please listen to us. I am an Oak Park resident who lives near the proposed apartment complex structure at Forest Ave. and Lake St. Please do not allow this 20 story building to be built in our historic village. We do not want the extra traffic, especially on the two lane wide Lake St. It is such an inconvenience for us. Also, this structure will tower over the other buildings in our beautiful town. It will look terrible. Please do not allow the structure to be built.

Regards,  
Peter Kolos  
(847) 858-1800

**From:** Carlos Messerli [csmesserli@sbcglobal.net]

**Sent:** Tuesday, November 01, 2011 3:14 PM

**To:** Failor, Craig

**Subject:** Sertus Plan for Variance

**Dear Planning Commission Members:**

This is my chance to express the firm opinion that a variance should not be granted for the construction at Lake and Forest in Oak Park.

I am a condominium owner in the neighborhood and know from first-hand experience that the streets are not designed for this particular type of building. The parking designed is inadequate, and the commerce anticipated, if the plan is successful, will overburden the area.

Furthermore, I see little forethought going into granting a variance for a hotel when the market demand is hardly supportive. Oak Park must conserve its financial reserves by not granting support for ill-advised structures. This building is surely not meeting a need of Oak Park.

Please do not grant a variance of the zoning code, which is basically a well-thought-out document and should be respected.

Carlos Messerli  
203 N. Kenilworth, No.2H  
Oak Park, IL 60302



**VILLAGE OF OAK PARK - PLAN COMMISSION**

**MEMORANDUM IN OPPOSITION TO  
THE PLANNED DEVELOPMENT APPLICATION  
OF SERTUS CAPITAL PARTNERS, LLC  
FOR SITE-DEVELOPMENT ALLOWANCES  
FOR THE NORTHEAST CORNER OF  
LAKE STREET AND FOREST AVENUE**

**SUBMITTED ON BEHALF OF THE RESIDENTS  
OF THE FOREST-ONTARIO NEIGHBORHOOD  
AND THROUGHOUT OAK PARK  
WHO OPPOSE THE REQUESTED ALLOWANCES**

**BY:**

**KEVIN M. MURPHY  
210 FOREST AVENUE  
OAK PARK, IL 60302**

**THE PROPOSED DEVELOPMENT FAILS TO SATISFY  
THE PLANNED DEVELOPMENT STANDARDS SET FORTH IN  
SECTION 3.9.1 OF THE OAK PARK ZONING ORDINANCE**

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**THE PROPOSED DEVELOPMENT FAILS TO SATISFY  
THE PLANNED DEVELOPMENT STANDARDS SET FORTH IN  
SECTION 3.9.1 OF THE OAK PARK ZONING ORDINANCE**

**Introduction**

The Applicant, Sertus Capital Partners, LLC, which is an affiliate of the Developer, Lake Street Investors, LLC, has submitted an Application requesting five separate site-development allowances for a proposed Planned Development at the southeast corner of Lake Street and Forest Avenue pursuant to the provisions of Section 3.9.1 of the Village Ordinance. As set forth in its Petition and in the Notice to adjacent property owners, the Applicant seeks to build a structure that is much taller and of greater density than the Ordinance allows, to construct less parking for the proposed uses than the Ordinance requires, and to redevelop the property without any open space so as not to provide the setback and yard that the Ordinance requires. Significantly, the Applicant proposes to construct a 20 story tower 204 feet high across two parcels for which the height limitations of the Ordinance are 80 feet and 60 feet, respectively. The relevant standards and procedures for this Application are set forth in Section 3.9.1 of the Ordinance. The Application must satisfy the General Provisions of Subsection G by demonstrating that each of the requested site-development allowances would be compatible with the surrounding development, and that each of those allowances would further some or all of the specific Village objectives set forth in Subsection E. The Application also must provide compensating benefits as required by Subsection F and satisfy the Comprehensive Plan Standards, the Municipal Service Standards, the Vicinity Standards and the Economic Development and Feasibility Standards set forth in Subsection I. "The burden of providing evidence and persuasion that any planned development permit meets the standards set forth below shall, in every case, rest with the applicant." As demonstrated in detail herein, this Applicant has manifestly failed to meet that burden.

**The Site-Development Allowances Requested by Sertus Would Not Be Compatible With Surrounding Development. (Subsection G.3)**

Initially, Subsection G.3 requires the Applicant to demonstrate that each of the specific site-development allowances would be compatible with the current development surrounding the subject site at this time. To the contrary, the tallest, most densely used building with the most vehicle traffic and no setback, yard or open space would not be remotely compatible with Austin Gardens to the immediate west, or with the historic residential neighborhood to the north. The Gardens is intended to be a place of peace, tranquility and natural beauty for local residents and would be overpowered by the proposed development that would tower directly over the park and generate substantial vehicle traffic onto Forest and Ontario surrounding the park. The twenty story tower would become the dominant structural element of Forest Avenue, inescapably visible from the entire length of the street up to Chicago Avenue, and forever disrupt and diminish the residential character of that neighborhood and the historic nature and feel of that uniquely important architectural enclave. The proposed development is diametrically incompatible with everything to the north of the subject property.

The Applicant's principal argument concerning the purported compatibility of the requested site-development allowances is that the site fronts on the commercial corridor of Lake Street at the east edge of the Downtown area, close to the Metra and CTA green line stations, and would serve as "an urban bridge" between the Downtown district to the west and the Avenue district to the west. Application at page 10. The Applicant's Petition for Public Hearing opines that the requested allowances would be "in harmony with the neighborhood" because "the proposed development is located in Downtown Oak Park in the Transit Overlay District" and because the "contemporary design ... respects the urban context of the site." Application Exhibit 1 at page 3. The actual existing development along Lake Street belies this compatibility argument, however, and demonstrates the unprecedented and inappropriate nature of the requested site-development allowances.

Significantly, the subject property lies within the Lake Street Building Height and Massing Overlay District for which the Zoning Ordinance expressly prohibits any building from exceeding 80 feet in height. Section 3.9.4.E.1. The Village has created

that district and imposed that limitation in order “to protect the unique and representative character of the existing Village streetscape” and expressly determined “to prevent the construction of buildings” taller than 80 feet because they would be “disruptive and *incompatible* with the character of both the street and the Village.” Section 3.9.4.E. A walk along Lake Street between Forest and Harlem Avenues reveals that *none* of the current structures on those two blocks west of the site exceeds the 80 foot height limitation, and only the deeply setback upper levels of the old Marshall Field Building and the recent 1120 Lake Street development are eight stories high. To the east of the subject property, Lake Street is dominated by four historic churches with some significant greenspaces, the post office, the library, and then Scoville Park before arriving at the quaint and historic shop buildings of Oak Park Avenue. The proposed development exceeding 200 feet in height would be wildly incompatible with the current development of the Lake Street Overlay District, as the Ordinance expressly recognizes and declares, and the extreme density of use and elimination of all open space would be completely out of character with the rest of Lake Street to the east. The notion of an “urban bridge” is nothing but a thin rhetorical veil that is inconsistent with the realities of the surrounding development and cannot serve to obscure or hide the obvious and overwhelming incompatibility of the requested site-development allowances.

The proximity of the subject property to the local train stations also fails to support the Applicant’s argument that the requested allowances are somehow compatible. Indeed, the Lake Street block directly adjacent to the station entrance for the Metra and CTA lines is one of the least densely developed blocks in the Village. The majority of that block bounded by Harlem, Lake, Marion and North Boulevard is undeveloped land with nothing but surface parking. All of the structures along Harlem are but a single story high, the buildings along Lake Street are generally one or two stories high, and the very few buildings of three or four stories can only be found along Marion Street. The block to the immediate east between Marion and Forest provides a similar picture of low height and low density with a substantial portion of surface parking and no structures. The site-development allowances requested for the subject property are not at all compatible with the current development in the so-called transit district. If proximity to public transportation can be argued to justify high-rise and high density development,

then there are substantial tracts of undeveloped or underdeveloped property far closer to that transportation than is the subject site. There is no need or justification to locate such a tall and massive development adjacent to Austin Gardens and the historic Frank Lloyd Wright residential neighborhood when the core of the transit district itself does not contain such height or density.

The requested allowance to provide less parking than either the Ordinance requires or the proposed uses would demand is also obviously incompatible with the surrounding development. The commercial developments directly west of the subject site along Lake Street date back many years or decades and provide little or no off-street parking, and there are very few spaces on the street. Nevertheless, the tenants, patrons and employees of those developments do require substantial amounts of parking and are heavily dependent upon the availability of the public garage currently located on the subject property, as plainly demonstrated by the public testimony of the representative of Downtown Oak Park. The proposed development would significantly reduce the number of public parking spaces at this location, and most (if not all) of those public spaces can be expected to be filled by the parking demand to be generated by the proposed uses on the subject property. *See, infra* at pp. 10-13. Current users of the public garage will have to look elsewhere for parking.

**None of the Site Development Allowances Requested by Sertus is in Furtherance of the Specific Objectives Stated in Subsection E. (Subsection G.3 and E)**

Subsection G.3 also requires the Applicant to demonstrate that each of the five requested site-development allowances is somehow “in furtherance of some or all of the stated objectives” set forth in Subsection E. This standard focuses directly on the specific allowances requested by the Applicant and is not concerned with any incidental benefits arguably derived from the proposed uses or other aspects of the development. To the contrary, however, the Application fails to demonstrate how any of the five requested allowances would further any of the nine “specific objectives” expressly stated in Subsection E, as follows.

None of the requested allowances (*i.e.*, excessive height and density, insufficient parking, and no open space, yard or setback) would create “a more desirable environment than may be possible through strict application” of Village zoning regulations for the development of this land. The environment along Lake Street, in Austin Gardens, and in the residential neighborhood to the north would certainly be “more desirable” if the subject site were to be developed within the height and density limitations and provide the parking and open space required by the Ordinance.

None of the allowances would enhance “the existing character and property values of the Village” in the area surrounding the subject property. Far from enhancing the character of the Village and surrounding properties, as discussed above, the Zoning Ordinance expressly states that a building taller than 80 feet (not to mention one over 200 feet) “would be disruptive and incompatible” with the “unique and representative character of the existing Village streetscape” along Lake Street. Beyond Lake Street itself, such a tall development, especially one with excessive density, inadequate parking and no open space, would certainly do nothing to enhance the character of Austin Gardens to the west or the residential neighborhood to the north. Nor is there any evidence that the impact upon the values of those residential properties from the overwhelming height, density and traffic of such a development would be anything but negative. *See, infra* at pp. 16-17.

None of the allowances would combine or coordinate with the character, form or relationship of other structures. The height, scale and appearance of the proposed development would be in stark contrast to, and not coordinate with, the other structures along Lake Street, as well as the residences to the north.

None of the allowances preserves or enhances “desirable site characteristics” or the “beneficial use of open space”. Indeed, the proposed development would leave no open space at all on the subject property.

None of the allowances would promote land uses that are harmonious or compatible with surrounding areas. The profound dissonance and incompatibility of the proposed development with the surrounding areas, both commercial and residential, is described in detail above.

None of the *allowances* would promote economic development within the Village, because equivalent development can be achieved by locating the uses on several commercial lots (e.g., the former Colt Building property and other underdeveloped land between Lake Street and the transit lines) rather than concentrating and stacking all of these uses on a single lot. Certainly some retail, some residential, or even a hotel could be developed on the subject property without *any* of the five allowances requested by the Applicant. Just as certainly, there will not be more than one new hotel developed in the Downtown district (even with substantial financial subsidies from the Village), and it could be located on other sites within the district rather than overturning the height, density and parking limitations in order to develop such a hotel together with other substantial uses on a lot that is too small to accommodate all of them. The net amount of economic development within the Village would not be increased by concentrating it all on a single lot and giving that lot and unprecedented zoning allowances to a single developer. The current zoning laws and limitations readily allow for that same amount of development to take place across the Downtown district without allowances, and without the adverse effects of concentrating all of that development on Forest Avenue at the east end of the district.

None of the allowances would eliminate blighted structures or incompatible uses. In fact, the existing structure and the most recent uses of the subject property were the location of two of the most successful, long-term business operations in the Downtown district (Certifiedland and The Original Pancake House), and that structure can readily be replaced without any allowances.

None of the allowances would preserve or enhance historical or natural resources. To the contrary, the historic character of the Frank Lloyd Wright district on Forest Avenue to the north of the subject property would be disrupted and diminished by the presence of the proposed tower looming over the street and inescapably visible far to the north, as well as the density and traffic associated with the proposed development.



**The Application Does Not Provide Compensating Benefits to Area Residents or the Community in Return for the Allowances. (Subsection F)**

Subsection F requires the Developer to “provide the Village with compensating benefits in return for” the site-development allowances requested by the Developer. Such compensating benefits must be “specific amenities” that are “additional” to any benefits inherent in the proposed development and uses and that would “advance Oak Park’s physical, cultural and social objectives” to the benefit of “residents in that area or to the community as a whole”. In a mere three sentences, the Application half-heartedly identifies several purported “compensating benefits”, none of which are additional to the development and uses desired and proposed by the Developer.

The “replacement of aged structures” is inherent in any redevelopment of this or any other site, and not a specific additional amenity. The “inclusion of a hotel” is something that the Developer proposes to develop for its own business interests, a permitted use inherent in the fundamental proposal, and not some additional benefit to the residents. The “elevated outdoor gathering space” is not a compensating benefit to area and community residents, as the Developer has testified that access to and use of the roof deck and pool in question would be limited to the hotel patrons and condominium owners as privately owned space, not a public amenity. Nor is such an outdoor deck “new and unique” as both the Whiteco building and the recently constructed mixed use building at 1120 Lake Street building include such decks for use by their tenants (and not for general public access), and the amplified music and noise from tenant parties on the Whiteco deck has proven to be anything but an amenity for area residents. Finally, the Developer disingenuously suggests that the “unique architecture” of the building itself would be an “amenity” and “public art” (apparently implying that the Village should expect only an ugly building if the requested allowances are not granted). The design to date consists only of concept drawings that contain nothing “unique”, however, and the Developer readily acknowledged at public testimony that quality architecture does not require a structure of 20 stories or any of the other site-development allowances that it is requesting.

**The Proposed Development Does Not Provide Adequate Parking to Serve the Demands Associated with the Proposed Combination of Uses. (Subsection I.2.b)**

The Applicant is proposing to build a 510 space parking garage, with 300 of those spaces to be paid for and owned by the Village as public parking, 126 spaces to be owned by and reserved for the condominium owners, and the remaining 84 spaces to be shared by the hotel, retail and restaurant uses. The Applicant has failed to demonstrate that adequate parking will be provided in the proposed development in order to serve the proposed combination of uses, as required by Subsection I.2.b. The Applicant submitted the Traffic and Parking Analysis of KLOA (Exhibit 13), which in turn relies upon the Villager of Oak Park Parking Demand Study (Exhibit 14). At page 16 of its analysis, KLOA stated, "The remaining 210 parking spaces (510 spaces – 300 spaces), will be sufficient to accommodate the demand of the proposed development." The KLOA analysis expressly referred to the Village Parking Demand Study as support for its statement regarding the sufficiency of parking spaces, and Mr. Millan of KLOA testified that he was relying upon the Village study and did not conduct any additional parking demand study. Rather than supporting KLOA's statement, however, the spreadsheets contained in Village Parking Demand analysis actually indicated that the proposed hotel, retail and restaurant uses would generate a demand for 183 shared parking spaces at peak hours, 99 more than the 84 shared spaces that the Applicant proposes to provide.

In fact, the Village study does *not* state that *the remaining 210 parking spaces* would be sufficient to accommodate the demand of the proposed development, as suggested by KLOA. To the contrary, Conclusion #3 of the Village Parking Demand Study expressly states, "*The proposed 673 space supply for the area* [which includes all of the spaces in the proposed garage, as well as numerous additional spaces on nearby surface lots] is sufficient to meet normal parking demands associated with the Sertus development plan." Looking behind the numbers of the Village parking demand analysis, however, it is clear that the proposed hotel, retail and restaurant uses can be expected to generate demand for shared parking spaces far in excess of the 183 spaces indicated in the spreadsheets prepared by the Village.

The Village parking demand analysis, upon which KLOA relied, was prepared by Bob Clemens, a former Village employee in the Development Department, and without

any involvement or review by the Parking and Traffic staff or any oversight by the Village Engineer. Testimony of Cara Pavlicek and Jim Budrick. Mr. Clemens' analysis purports to have used the 2<sup>nd</sup> Edition 2005 Shared Parking Model developed by Urban Land Institute in order to determine the parking demand numbers for the proposed hotel, retail and restaurant uses. That ULI Shared Parking Model, a recognized industry standard, is built upon a substantial database of actual parking demand observed at thousands of hotel, retail, restaurant and other uses on both weekdays and weekends during each month of the year and each hour of the day. Significantly, the ULI model does not employ the figures for 100% of the peak parking demand, but instead utilizes only the 85<sup>th</sup> percentile of observed peak-hour accumulations of vehicles so that parking capacity is not designed to handle the peak volume that would be projected to occur. *Shared Parking*, ULI 2d Edition, at pp. 4, 22. The computer model considers each use that is proposed to share available parking capacity, determines the number of parking spaces that the customers and employees of each use will demand by hour, day and month, and then calculates the actual combined or 'shared' demand of all of those uses throughout the day, week and year.

These figures for shared parking demand of the combined uses are set forth on spreadsheets generated by the ULI computer model. Unfortunately, Mr. Clemens did not include any such ULI spreadsheets in his parking demand analysis. Instead, he created his own spreadsheet that identifies the specific retail, restaurant and hotel uses from the ULI model and then shows both "initial" parking demand numbers for those uses of 274 spaces on weekdays and 293 spaces on weekends, and "adjusted" numbers (purportedly to reflect "shared parking reduction per the model") of 153 spaces on weekdays and 183 spaces on weekends. Mr. Clemens' figures are dramatically lower than the parking demand numbers generated by the actual ULI model, however, which calculates initial parking demand of 439 spaces on weekdays and 459 spaces on weekends, and adjusts those figures to a shared parking demand of 362 and 393 spaces respectively. ULI Spreadsheet Documents Submitted by Kevin Murphy. Somehow Mr. Clemens managed to reduce the peak shared parking demand figure of the ULI model by 210 spaces. The only adjustments even contemplated in the ULI model are reductions of demand associated either with the demonstrated use of public transportation by customers and

employees, or with truly “captive” parkers (e.g., when an employee of a retail store in the development eats lunch at a restaurant in the development). Such public transit use and captive parkers are already implicit and accounted for in the ULI database numbers, however, and any further adjustment for those reasons requires the support of actual data for the specific site and its users. *Shared Parking*, ULI 2d Edition, at pp. 27-28. Mr. Clemens’ analysis provides no indication of what adjustments he made in order to dramatically reduce the ULI parking demand figures, and absolutely no data to justify such significant adjustments. Obviously, Mr. Clemens’ analysis is wildly inconsistent with the ULI Shared Parking Model on which it purports to have been based, and was not “provided in a form established by the Village Engineer”, as expressly required of any shared parking analysis by Section 6.2.2.B.4 of the Village Ordinance.

Notwithstanding the substantial reduction of projected parking demand achieved by Mr. Clemens without explanation, his “adjusted” peak demand figure of 183 spaces was still 99 spaces more than the Applicant is proposing to provide for the retail, restaurant and hotel to share. After it became apparent during cross-examination that the Village parking demand analysis did not support Mr. Millan’s contention as to the sufficiency of the 84 shared parking spaces, the Applicant apparently directed its witness to create new numbers. Perhaps not surprisingly, Mr. Millan eliminated another 100 spaces from Mr. Clemens’ already overly aggressive analysis so as to project a peak parking demand of only 83 vehicles that would fit within the 84 spaces proposed to be shared by the retail, restaurant and hotel uses. In order to do so, however, Mr. Millan necessarily abandoned all pretense of utilizing the ULI shared parking model and its empirical database of parking demand figures. Instead, he began with only the minimal parking space requirements of the Village Ordinance (which are far lower than the empirical ULI parking demand numbers), then illogically reduced the purported peak demand for hotel parking spaces by 30% to reflect the projected *average* occupancy, then reduced the number of spaces for all uses by an additional 25% to reflect projected public transit use by customers and employees without any data to support such projections, and then reduced the number of spaces again for all uses by an additional 15% to reflect projected “captive” parkers, again without any data or basis for such a projection. Obviously, the only way that Mr. Millan could arrive at a peak parking demand of 83

spaces (a figure that is 100 spaces fewer than Mr. Clemens' analysis and 310 spaces fewer than the ULI shared parking model itself) was to start with the 84 shared parking spaces proposed by the Applicant and then identify some mathematical formula (any formula!) that would fit within that number. Significantly, Mr. Millan has acknowledged that his initial report and testimony expressly and entirely relied upon the parking demand analysis that he had obtained from the Village, and he never discussed that analysis with Village staff, told them that the figures were incorrect, or provided them with alternative figures.

The foregoing discussion clearly demonstrates that the proposed development would not provide parking spaces that would be adequate or necessary to serve the proposed combination of uses, as required by Subsection I.2.b. In fact, the ULI Shared Parking Model data strongly suggests that the proposed development will need to utilize and rely upon the supply of parking spaces in the area surrounding the property, including the 300 "public" spaces in the proposed garage, in order to meet the parking demands associated with the proposed uses. Such a result is entirely consistent with the plain language of Conclusion #3 in the Village parking study, and with Recommendation #2 of that study discussing the need to relocate permit parkers away from the garage in order to free up space to meet the demand by retail customers. The proposed development would reduce the number of public parking spaces from 349 to 300, and then absorb all of those "public" spaces for the proposed combination of new uses within the new development. It certainly appears that concerns about inadequate parking and the loss of public parking spaces as expressed by Downtown Oak Park in its public testimony are more than justified.

**The Proposed Development Does Not Provide Ingress and Egress in a Manner that Adequately Addresses Additional Traffic in Residential Streets or Promotes a Safe and Comfortable Pedestrian Environment. (Subsection I.2.c)**

Subsection I.2.c requires the Applicant to demonstrate and provide adequate ingress to and egress from the site "in a manner that adequately addresses additional traffic congestion in the public streets and promotes a safe and comfortable pedestrian environment." The existing public parking garage provides one lane of traffic ingress

from Lake Street and another from Forest Avenue, while all of the traffic egress from the garage is directed onto Lake Street. The proposed development would increase the vehicle traffic to and from the site by at least five-fold (that being the projection of the Applicant's traffic engineer) and relocate *all* ingress and egress from Lake Street to Forest Avenue. Accordingly, all approaching and departing traffic will necessarily be on Forest Avenue and will have both the opportunity and the incentive to utilize Ontario Street in both directions in order to avoid the traffic and congestion of Lake Street. The result is a substantial increase of traffic congestion on residential streets, rather than on Lake Street, all of which would be generated by an unprecedented level of business uses.

Significantly, the design for this proposed development would also locate the loading dock on Forest Avenue for all of the trucks necessary to service the residential, hotel, retail and restaurant uses that would be concentrated at this location. As demonstrated on Application Exhibit 24-B, the floor plan for Level 01, the loading dock would include two berths for trucks, each of which would be only 10 feet wide and 25 feet long, which is the minimum required by Village ordinance and only 17 inches wider and 7 feet longer than the parking spaces for automobiles in the garage. As Mr. Patton of the Epstein firm acknowledged under cross-examination, these berths in the loading dock would not be nearly long enough to accommodate the many long moving vans that will necessarily service the condominium units or the many other semi-trailer trucks that will regularly make deliveries to the hotel, retail and restaurant operations. Necessarily, those trucks would either extend well into Forest Avenue from the loading dock or would park on Forest Avenue in front of the entrance to the hotel, and thereby interfere with both vehicle and pedestrian traffic on Forest Avenue in either event. Critically, the Applicant was unable to demonstrate how it would be possible for such long trucks to turn around and exit the site southbound to Lake Street so as to avoid going north on Forest Avenue where truck traffic is strictly prohibited. Garbage trucks would also be required to use the Forest Avenue loading docks and contribute to the traffic congestion while detracting from the aesthetics and environment along this street and directly across from Austin Gardens.

Moreover, all of this increased traffic congestion on Forest Avenue would constitute a significant degradation of the safety and comfort of the pedestrian

environment along Forest Avenue that plays host to many tens of thousands of walking groups and visitors each year, in addition to all of the area residents walking to and from Lake Street and the trains every day. Indeed, the majority of the public sidewalk along the Forest Avenue side of the proposed development would be interrupted by three lanes of ingress and egress for the parking garage, two lanes of ingress and egress for the loading dock truck berths, and a lengthy curb cut long enough to accommodate three parked cars in front of the entrance to the hotel. The many vehicles entering and exiting the proposed development at all of those many points along Forest Avenue, as well as the many trucks that will be parked in that location in order to service the many and intensive uses of this site, would significantly endanger and detract from the pedestrian environment of this most important pedestrian street, rather than promoting the safety and comfort of those pedestrians as required by the Ordinance.

**The Proposed Development Will Substantially Diminish the Use and Enjoyment of Other Property in the Vicinity. (Subsection I.3.a)**

Subsection I.3.a requires the Applicant to demonstrate that the proposed combination of uses "will not substantially diminish the use or enjoyment of other property in the vicinity". The Applicant obviously contends that the proposed uses on the subject property do not prevent the continued use of any other property in the vicinity. If that were the extent of the standard, however, it would be rendered essentially meaningless. The focus here is on the *enjoyment* of other properties and the adverse impact on that enjoyment from the excessive and unprecedented height of the proposed development and the substantial increase in vehicle traffic to be generated thereby. A significant factor in the enjoyment of Austin Gardens is the natural and recreational character of that property. Similarly, a significant factor in the enjoyment of the Forest Avenue residential neighborhood, whether by its residents or by its many visitors, is the historic and residential character of that street. The presence of a 20 story glass tower directly on Forest Avenue, looming over Austin Gardens and unavoidably visible for blocks up the street, would seriously and undeniably detract from the enjoyment of those properties. The substantial increase in vehicle traffic to be generated by the extremely intense proposed uses of the subject property, combined with the redirection of all of that

traffic to Forest Avenue, as described above, would also degrade the experience of park users and the character and enjoyment of the neighborhood. Noise from events and activities on the proposed roof deck and pool designed to face north into the neighborhood and elevated above the intervening 19<sup>th</sup> Century Club building would also adversely impact the neighborhood, as indicated by experience with the roof deck on the recently constructed Whiteco Tower. In addition, the elimination and absorption of available public parking by the proposed development would adversely affect the use of commercial properties and businesses to the west of the subject property, as demonstrated above and expressed by Downtown Oak Park.

**The Proposed Development Will Adversely Affect Property Values in the Vicinity.  
(Subsection I.3.b)**

Subsection I.3.b places the burden on the Applicant to demonstrate that the proposed combination of uses “will not have a substantial or undue adverse impact on the property values in the vicinity”. Moreover, Section 2.2.7.E.j expressly requires the Application to contain “an assessment of the project’s impact on the property values on property values of surrounding properties before and after development”. Initially, the Applicant declined to provide such an assessment of property value impact until after cross-examination had demonstrated its failure to do so. Subsequently, the Applicant retained Polach Appraisal Group to address this issue, but the December 1, 2009 Polach report, the December 11, 2009 Polach report, and the testimony of Mr. Polach all fail to carry the Applicant’s burden of demonstrating the absence of adverse impact. The first Polach report contained absolutely no data to support its self-serving opinion of no impact. The second Polach report contained only recent sale prices of properties “within specified radii of multi-story commercial and residential structures in several downtown suburban locations”. That report did not contain any information concerning property prices *before* construction of the multi-story developments (as required by Section 2.2.7.E.j), or any other information from which any conclusions might be drawn concerning the impact of such structures (even assuming that any of them are at all comparable to the proposed development) upon the values of surrounding properties. In that regard, the before and after sales price information provided by Mr. Barsotti



concerning comparative locations within Oak Park is much more relevant, instructive and persuasive than anything contained in the Polach reports.

Notwithstanding any professed (and purchased!) opinion of the Polach Group, the value of single family homes is directly a function of the factors that affect and influence the purchase decisions by the overall market of prospective purchasers of those homes. All single family homeowners in Oak Park (including those who are members of the Plan Commission) know that any factor that detracts from the residential character of a street or neighborhood would be significant to the general market of prospective purchasers and would make a home on that street or in that neighborhood *less* desirable to those prospective purchasers and, thus, adversely impact its value. The presence of a high-rise tower (much less one of 20 stories) or a high density structure are factors that obviously detract from the desirability of nearby single family homes and the interest of prospective purchasers, notwithstanding Mr. Polach's unwillingness to admit that undeniable truth. *See*, Photographs of Mills Tower and a high density building proximate to single family homes on nearby Home Avenue, presented by Kevin Murphy. The significant increase in vehicle traffic that would accompany a tall and dense commercial development would also be an obvious negative factor for prospective purchasers and values of nearby single family homes. It is the Applicant's burden to *demonstrate* that there will be no adverse impact upon property values in the vicinity, not simply to *deny* that impact, and the Applicant simply cannot do so (which probably explains why it initially chose not to provide such an adverse impact assessment).

**The Proposed Development Will Not Complement the Character of the Surrounding Neighborhood. (Subsection I.3.c)**

For all of the reasons that the requested site-development allowances would not be "compatible with surrounding development" as required by Subsection G.3 (*see*, detailed discussed above at pp.4-6), the proposed development also would not "complement the character of the surrounding neighborhood" as required by Subsection I.3.c. As previously stated, a building of such height in this location at Lake and Forest has been legislatively and expressly determined to be "disruptive and incompatible with the character of both the street and the Village". Section 3.9.4.A. Indisputably failing to

“complement the character” commercial “neighborhood” along Lake Street, the proposed development would also catastrophically conflict with and affirmatively destroy the character of Austin Gardens immediately to the west of the site and the historic residential neighborhood directly to the north. The neighborhood’s turn-of-the-nineteenth century historical environment and many architecturally significant structures has attracted its residents for generations and many tens of thousands of annual visitors for decades. Forest Avenue is the heart of the Frank Lloyd Wright Historic District and arguably the most important built environment in the State of Illinois (and perhaps most other states). Indeed, both the Thomas House just to the north of the subject property and Unity Temple just to the east were placed on the National Register of Historic Places at the very inception of that register in 1976. The height, density and traffic associated with the proposed development renders it completely antithetical to the character of the adjacent park and surrounding neighborhood.

**The Applicant Has Not Demonstrated That It Has The Financial and Technical Capacity to Complete the Proposed Development. (Subsection I.4.a)**

Subsection I.4.a requires the Applicant to demonstrate that it has “the financial and technical capacity to complete the proposed use or combination of uses.” Exhibit 6 of the Application provides a very brief summary of the ‘financing plan’ for this development and lists the ‘sources and uses of funds’. That exhibit indicates that the Developer is to provide \$20,055,854 in equity funding and obtain another \$51,186,958 in lender financing. Mr. Glazier has testified that, to date, the Developer has put only \$1,500,000 of equity capital toward the purchase of its parcel. He also testified that the Developer owes \$2,970,205 to the seller of that parcel and proposes to include that debt of the Developer as part of the ‘equity’ it is to contribute to this project. The Application provides no financing statement of the Developer, and no other evidence of its assets or liabilities that might enable it to make the required equity contribution to this project. Nor is there any evidence of any financing commitment from any lender for the substantial debt portion of the necessary development funds.

Mr. Glazier has testified that lenders will not commit to financing the residential portion of this development until more than 50% of the condominium units have been

presold. The only evidence presented at the hearings indicates that, in the present real estate environment, such presales are not likely to occur for a very long time, and never at anywhere near the prices contemplated by the Applicant's business plan. Similarly, it can certainly be anticipated that lenders will be unwilling to commit any funding to the hotel component of the proposed development without the actual identification of an operator for that hotel and the presentation of its business plan, all of which is sheer speculation at this point. Similar requirements and obstacles are certain to confront any efforts to finance the retail component of the proposed development, for which component there are even less specifics than for the hotel.

Importantly, Sertus Capital Partners, LLC, is neither the owner nor the proposed developer of the land in question. The Redevelopment Agreement evidences that Lake Street Investors, LLC is the "Developer" under that agreement with the Village, and that Lake Street Investors is the owner of the Lake Street parcel. As a limited liability corporation, only the assets of the LLC, and not the other assets of its owners, are available to satisfy any of its legal obligations. Based on the evidence provided by the Applicant, the only asset of Lake Street Investors is title to the parcel at Lake and Forest and its liabilities include \$7,500,000 in mortgage debt on that parcel. The Applicant has provided no evidence of any other assets of Lake Street Investors that might fund its required equity contribution to this project (nor any evidence of other liabilities). There is no evidence of any binding contractual obligations of the individual owners of the Developer to contribute additional equity funds to the Developer for this development, nor the terms and conditions of any such funding obligations, nor even the identities of those owners. In summary, there is nothing in the Application, nor any other evidence in these proceedings, from which the Plan Commission could even begin to assess or determine the financial capacity of Lake Street Investors to complete the proposed development.

**The Applicant Has Not Demonstrated That the Proposed Development is Economically Feasible. (Subsection I.4.b)**

Subsection I.4.b requires the Applicant to demonstrate that "the proposed combination of uses is economically feasible". The proposed uses include a hotel parcel,

a residential condominium parcel, and a retail parcel. In order to enable the Plan Commission to make a determination of the economic feasibility of those proposed uses, Section 2.2.7.D.2.m requires the Application to include market feasibility reports for each of the different uses proposed for the development. The reports submitted by the Applicant are seriously deficient, however, and fail to demonstrate the economic feasibility of any of the hotel, condominium or retail uses.

**Feasibility of the Hotel Component.**

With respect to the hotel component, the June 29, 2009 Redevelopment Agreement expressly states at page 5 that the "Hotel Parcel shall be part of the Project only if it is determined by the Developer and Village that such a development is economically feasible." Neither the Village nor the Developer had yet determined whether the Hotel Parcel would be economically feasible, notwithstanding the fact that TR Mandigo & Company had already prepared and submitted to the Village and the Developer its Market Feasibility Study dated *December 2, 2008*. Application Exhibit 12. No additional study or other evidence concerning the economic feasibility of such a hotel has been prepared or presented since that TR Mandigo study, and neither the Village nor the Developer has yet to make the contractual determination of economic feasibility expressly required by the Redevelopment Agreement. Under these circumstances, it is impossible for the Plan Commission to make the necessary finding of economic feasibility required by Subsection I.4.b based upon nothing more than that same, inadequate TR Mandigo study (and disingenuous for the Applicant to request or argue for such a determination).

The Redevelopment Agreement also expressly states that "the construction of the Hotel Parcel would *not* be viable" without the contribution of the Village Garage Property to the Developer for one dollar, indicating that, from the outset, the proposed hotel project has been contrary to all reasonable economic judgment. Nevertheless, the Redevelopment Agreement implicitly allows for that critical determination of economic feasibility to be made long after any approval of this Planned Unit Development and rezoning of the property by the Village, and makes no express provision for that zoning approval to be contingent upon an actual determination of the economic feasibility of the Hotel Parcel and the actual construction of a hotel as part of the project. It would be

unconscionable for the Developer to be granted the extremely valuable site-development allowances it now seeks based in part upon representations concerning a hotel, and then ultimately build something other than a hotel (perhaps something more to the Developer's liking and profit) by utilizing those same allowances. Any approval of any allowances must expressly protect against any such possible outcome.

The TR Mandigo feasibility study for the hotel is not credible in terms of projected growth of either the market demand for hotel rooms in the Oak Park market or the percentage of that demand to be captured by this proposed hotel at on Forest Avenue. Table 19 on page 36 of the Mandigo study first indicates that market demand for hotel room nights at the Competitive Set hotels declined significantly from 2007 to 2008, and then projects that demand to remain flat for only the 2009 year, to increase by 18% (48,867 annual room nights) by 2013, and then to once again return to a flat line of no growth. Such projections in the Mandigo study lack credibility for several reasons. First, the demand for room nights in the Oak Park did *not* remain flat in 2009, but declined even more significantly that it had in 2008. Public Testimony of James Bushhouse, proprietor of Write Inn. Second, Mandigo's projected increase in the demand for room nights coincides curiously (and far too conveniently) with both the timing of the proposed completion of the new hotel and the number of room nights to be supplied by the proposed hotel. Third, by projecting a resumption of no growth after the proposed hotel is completed and occupied, the Mandigo study appears to suggest (and dubiously so) that the market demand for room nights is somehow responding to the increased supply of rooms created by the proposed hotel (rather than supply responding to demand).

Even more dubious is the level of success that Mandigo is projecting for the proposed hotel. In Table 20 on page 37 of its report, Mandigo projects that the proposed hotel on Forest Avenue will capture 34,748 annual room nights, or fully 71% of the total projected increased demand for 48,867 additional room nights in the entire market area. Considering the number of unoccupied hotel rooms in established hotels operated by major national franchises within the market area, including the Oak Brook hotels to the west and the Medical Center hotel to the east, such an optimistic prediction of the proposed hotel's competitive success against those hotels is completely implausible.

In order for the proposed hotel to have any hope of fulfilling the Mandigo predictions of success, however, the Mandigo study leaves little doubt as to how that success might be achieved. At the bottom of page 36 of that study, Mandigo acknowledges that the proposed hotel will have difficulty competing for room nights with the Competitive Set of hotels outside of Oak Park itself "as it does not share their base of commercial office space demand." Mandigo makes clear that the proposed hotel "is anticipated to outperform existing hotels in Oak Park", however, and that it will have to take the bulk of the occupancy from those two hotels in order to succeed. Indeed, if the Carleton Hotel and the Write Inn did achieve an occupancy rate of 65.9% or 52,677 room nights in 2008 as Mandigo suggests, and if the proposed hotel were to succeed in filling 34,748 room nights as Mandigo predicts, then it certainly would appear from the Mandigo report that the two existing hotels in Oak Park would have to lose 65% of their 2008 occupancy levels, which have already declined precipitously in 2009. The Mandigo study demonstrates that the unlikely success of the proposed hotel could only be achieved at the devastating expense of the existing hotels in Oak Park, an expense that would likely result in their closures and leave Oak Park with fewer hotel rooms than it has at present.

#### **Feasibility of the Residential Condominium Component.**

Instead of a "market feasibility" for the residential condominium component of this proposed development, as required by the Ordinance, the Applicant relies upon a "Housing Needs Assessment" dated April 4, 2008 (almost two years ago now), that was prepared by Tracy Cross & Associates at the request of the Village. Application Exhibit 12. The most recent market information contained in that Tracy Cross assessment is for the year 2007, and as the Applicant has acknowledged in its testimony, the real estate market generally, and the Oak Park condominium market in particular, has changed dramatically and declined precipitously since the beginning of 2008. None of the information or conclusions contained in the Tracy Cross assessment provides any support for the feasibility of the extremely high-priced 85 unit luxury condominium component of the project proposed by the Developer, and any market assessment that might be performed (and should be required) since that outdated assessment would certainly present an even greater challenge to the feasibility of that project.

Specifically regarding the market for townhomes and condominiums in Oak Park, the Tracy Cross assessment notes on page 8 that sales volumes had declined 34.4% in 2006 and another 57.6% in 2007, and that was *before* the bottom dropped out of the market. The first major factor identified by Tracy Cross on page 8 as contributing to that severe decline in sales volume was the fact that the supply of attached housing units for sale in Oak Park “have primarily represented higher-density condominiums which (typically) offer an insular appeal to a localized mature and/or downsizing constituency”. The condominium development now proposed by this Applicant represents much more of exactly the same supply of higher-density condominiums and would only serve to exacerbate the problem identified by Tracy Cross.

Tracy Cross also states on pages 9-10 of its assessment that the supply of attached housing units in Oak Park has “increasingly skewed to the higher end of the market, disenfranchising potential consumers on the basis of affordability.” Moreover, Tracy Cross observes at page 10-11 that sales of condominiums in Oak Park have suffered as a result of competition from more moderately priced developments in nearby communities, such as Forest Park, Elmwood Park and LaGrange. Not only had the absolute number of sales in Oak Park declined, but Oak Park’s “market capture share” fell from 29.7% of the localized market in 2005 to only 9.58% in 2007 “as more moderately-priced programs in Oak Park have sold out and not been replaced in kind. It is very likely that programs in Oak Park will continue to under-perform, especially in the near term, given the limited inventory of product available at sales prices below \$350,000.” In its conclusions on page 16, Tracy Cross emphasizes again that any new attached housing developments in Oak Park must be priced so as to be “competitive with substitutes found in the downtown districts of the many rail line cities and villages of western Cook DuPage counties.” For the Downtown Oak Park/Harlem Avenue corridor in particular, at pages 16-17 Tracy Cross recommends mid-rise condominium developments with an average price of only \$343,000 per unit, and projects monthly sales of only 2.5 units per month, and that recommendation and projection was made *before* the bottom dropped out of the real estate market in general and the condominium market in particular.

Contrary to the assessment and recommendations of Tracy Cross, the Applicant is proposing to build 85 high rise condominium units to be offered at an average sale price

of \$611,000 per unit, and \$325 per square foot, as demonstrated by the projected pricing in the chart on page 13 of the Application and confirmed by the testimony of Mr. Glazier. Even Mr. Glazier has apparent doubts about the economic feasibility of such a high-priced condo development as reflected by his earlier testimony that he hopes the condo units will sell for an average price of something below \$500,000 several years from now. Nothing in the Tracy Cross assessment, upon which the Applicant relies as its own market feasibility report, would either recommend or support even that reduced price range. Indeed, during the course of these public hearings, a new, 1,308 square foot, 2 bedroom/2 bath, luxury condominium, Unit #411 in the 1120 Club at 1120 Lake Street, was being offered for sale at \$233,000, which is only \$178 per square foot in that unit, and drastically below the average \$611,000 unit price and \$325 square foot price projections upon which the Applicant's proposed development is based.

Moreover, that \$325 per square foot figure is predicated upon 159,800 "net square feet" in the residential component. That would equal an average of 1,880 square feet per condo unit, and so would appear to include all of the hallways, stairways and other common areas of the development, and not just the space within the units (consistent with the "gross square feet" term employed in the Financing Plan, Exhibit G to the Redevelopment Agreement). In that case, the average size of the actual units themselves would be significant smaller than 1,880 square feet (as Mr. Glazier would undoubtedly confirm) and those units would have to be sold at a price significantly higher than even the \$325 per square foot figure in order to generate an average of \$611,000 per unit. Accordingly, the Applicant's projections are based upon a pricing structure that is even further removed from the reality of the real estate market. In any event, the Applicant has provided *no evidence* to demonstrate that the residential condominium component of the proposed development is economically feasible, and all of the evidence before the Commission, whether presented by the opponents or by the Applicant itself as its own market feasibility report, is directly to the contrary.

#### **Feasibility of the Retail Component**

With respect to the retail component of the proposed development, which the Application describes in only the vaguest of terms, the Applicant initially neglected to provide *any* market feasibility report, notwithstanding the requirement of such reports



“for all types of proposed land uses”, as set forth in Section 2.2.7.D.2.m. Having been confronted with that omission, the Applicant obtained and submitted a very ‘canned’ Market Overview and four sentence superficial summary prepared by Baum Realty Group. There are no specifics as to what retailers the proposed development is to include, and only the vaguest generalities as to what types of retail might be located there. The surmise and speculation offered by Baum Realty about the proposed retail component of this project represents nothing more than any Plan Commissioner or average Oak Park resident might provide. There is no evidence regarding the current state of available financing for retail development in either Oak Park or the Chicago metropolitan area. There is no information regarding the well-known stresses on retail tenants in the current economic reality, such as the recently reported struggles and potential closing of Barbara’s Bookstore on Lake Street. In short, the Market Overview prepared by Baum Realty provides no additional information concerning the retail component of the proposed development, and does nothing to demonstrate the economic feasibility of that undefined component of the project.

**The Proposed Development Poses a Substantial Potential Burden Upon the Financial Operations of the Village. (Subsection I.4.b)**

Subsection I.4.b also requires the Applicant to demonstrate that the proposed development “does not pose a current or potential burden upon the services, tax base, or other economic factors that affect the financial operations of the Village”. Accordingly, the financial consequences of this proposed Planned Development are undeniably relevant and important factors in this zoning application process. Notwithstanding its Redevelopment Agreement with the Village and the significant financial concessions and obligations required of the Village in that agreement, however, the Application completely ignores the current state of the Village budget and finances, as well as the impact that this proposed development will have upon the assets and liabilities of the Village.

First of all, the proposal requires the Village to give away its valuable land and demolish its existing elevated garage structure, which the proposal quite apparently undervalues at \$4,250,000 or \$94 per square foot. That valuation is only one fourth of

the \$362 per square foot value reflected in the Developer's recent purchase of the adjacent property for \$9,000,000. That lopsided differential in valuations also does not reflect the fact that the Village parcel contains a fully-functional four-story parking garage while the Developer's parcel contains only a vacant one story retail building that it has already consigned to demolition. At whatever valuation, however, the proposal requires the Village to donate a valuable asset to the Developer and receive nothing in return. Any suggestion that the Village is to receive a new parking garage in consideration for that donation of land is completely belied by the fact that the Village would also be required to pay \$9,807,680 to construct only 300 'public' parking spaces in that proposed garage. That construction cost includes \$1,167,680 as an allocated portion of the Developer's cost for its own parcel of land. Such cost and financial burden upon the Village cannot be justified, especially when the Village already owns and operates a public garage at that location and that existing public garage with 349 spaces is valued by the proposal at only \$4,250,000.

Moreover, even accepting the parking demand study prepared by Mr. Clemens of the Village development staff, at least 100 of those 300 'public' parking spaces in the proposed garage would be necessary to accommodate the needs of the hotel, restaurant and retail uses. The actual data generated by the ULI Shared Parking Model demonstrates a far higher demand for parking spaces by those proposed uses, however, and indicates that *all* of the 300 'public' spaces in the proposed garage are likely to be absorbed by the hotel, retail and restaurant uses. At a construction cost of \$32,692 per space (for a total cost of \$9,807,680), plus the ongoing operating and maintenance costs of those spaces and the annual loss of real estate taxes on those publicly owned spaces, both the initial and the perpetual costs of the proposed 'public' garage constitutes an enormous "current or potential burden upon ... the financial operations of the Village", as well as a huge financial subsidy to the Developer.

In addition, Section 5.07 of the Redevelopment Agreement obligates the Village to provide "operating assistance" to the hotel owner/operator in the amount of \$500,000 in two equal payments to be made on the first and second anniversaries of the opening of the hotel. Several comments and editorials from Village trustees and others that have been published in the local press have suggested or implied that this public subsidy for

the hotel operations is the *only* subsidy for this proposed development. As demonstrated above, however, although this operating subsidy is significant in and of itself, it would be dwarfed by the contribution of valuable land and the construction costs to be incurred by the Village to the benefit of the Developer.

Section 5.05 of the Redevelopment Agreement obligates the Village to issue "General Obligation bonds supported by the full faith and credit of the Village in the event that funds are not otherwise available". Given the current state of the Village finances, it certainly appears that the \$9.8 million required of the Village to construct the parking garage for this proposed development (or perhaps even the \$500,000 operating subsidy for the hotel) is not "otherwise available", and the Village will be forced to borrow this substantial amount and incur ongoing interest expense as it attempts to increase tax revenues in order to pay this new debt. Notwithstanding this substantial burden on the tax base and the obvious impact on the financial operations of the Village, *and the direct relevance of those significant factors in the context of this Planned Development application as expressly stated in Subsection I.4.b*, the Application ignores these critical factors and fails to demonstrate the lack of burden and impact on the public finances.

**The Applicant Dramatically Overstates the Potential Economic Benefit to the Village from the Proposed Development. (Subsection I.4.b)**

In an apparent effort to demonstrate the potential economic benefit of the proposed development, the Applicant provides a chart at page 13 of its Application purporting to summarize the "anticipated tax revenues" to be generated by this project. That summary picture omits important details and either ignores or misstates critical information in order to overstate dramatically the level of any potential future financial benefit to the Village.

With regard to the retail component of the proposed development, the Applicant projects a total annual tax *increment* of \$395,010 comprised of \$193,050 from local retail taxes and \$201,960 from general real estate taxes. This projection ignores the amounts of retail taxes that had been generated by the Certifiedland, the Original Pancake House and other businesses that were previously operating on this property, as well as the amount of

real estate taxes that had been paid by the previous owner. Any projection of the *incremental* or additional new taxes to be generated by the proposed development must determine the amount of taxes previously generated and deduct that amount from the projected figure. Mr. Glazier testified that the Applicant did not have or rely upon figures for the retail sales or taxes generated by the businesses located previously at this location or other nearby locations in developing this projection. Moreover, Mr. Glazier indicated that the future owner of the proposed retail development will likely challenge and appeal the amount of taxes assessed against the property and that the amount of real estate taxes that would actually be paid could well be less than projected. Of course, only a very small portion of any real estate taxes would be received by the Village itself and provide a source of funds from which to reimburse the substantial public expense of this project.

For the hotel component, the Applicant projects a total annual tax *increment* of \$863,747, comprised of \$211,667 in local hotel taxes and \$652,080 in real estate taxes. Mr. Glazier testified that the Applicant did not have or rely upon any data concerning the hotel taxes historically paid by either the Carleton Hotel or the Write Inn, and did not consider how drastically the amount of hotel taxes generated by those existing hotels is likely to be reduced as a result of competition from the proposed new hotel. The details of the Mandigo study, submitted by the Applicant at Exhibit 12 of the Application and discussed in detail above, demonstrates that the impact of the proposed hotel upon the existing hotel operations is certain to be significant (if not fatal) so that any hotel taxes generated by a new hotel are likely to be offset by the reduction in hotel taxes from the existing hotels.

The projected amount of incremental real estate taxes for the proposed hotel is even more specious. The Applicant's projection of \$652,080 in real estate taxes would constitute an annual tax of \$4,657 for each of the proposed 140 hotel rooms. That is figure is fully 30% higher than the \$500,000 in annual real estate projected for this hotel at page 47 of the Mandigo study. Significantly, Mandigo's own data strongly suggests that even that lower projection of real estate taxes is overstated. Table 35 on page 47 of the Mandigo study states that the real estate taxes paid by all chain-affiliated full service hotels is an average of only \$1,916 per room. For full service hotels with less than 150

rooms (such as the proposed hotel), the real estate taxes average only \$1,101 per room. Yet for the proposed hotel, Mandigo is projecting annual real estate taxes of \$3,571 per room, an amount that is at least two to three times the averages demonstrated by his own data, and certainly not justified in a small market for which no major hotel company has ever proposed to build a chain-affiliated full service hotel. Not content with Mandigo's exuberantly optimistic projection, however, the Applicant increases it by another 30% without any basis or support whatsoever. Of course, the owner of any such hotel is certain to challenge and appeal the assessment and taxes, whatever the amount, and the kind of data presented in the Mandigo report would undoubtedly be submitted as evidence in support of that appeal. Moreover, only a very small portion of any such real estate taxes would be received by the Village as a possible offset of its significant subsidy of the proposed hotel.

Regarding the residential condominium component of the proposed development, the Applicant projects annual real estate taxes in the amount of \$1,039,700. That projection is predicated upon sales of the 85 condo units at a price of \$325 per square foot for total sales of \$51,935,000 or \$611,000 per unit. As discussed above in connection with the issue of economic feasibility, however, the Tracy Cross housing needs assessment relied upon by the Applicant as its own market feasibility study recommends and supports average condominium unit prices of only \$343,000, and recent real estate listings in the Lake Street corridor indicate that the market price for luxury condominiums is something less than \$178 per square foot of unit space. The evidence before the Plan Commission indicates that the actual sales prices of any condominiums to be developed at this site would be *far* lower than the \$611,000 average unit price and \$325 per "net" or "gross" square foot price projected by the Applicant, and that the real estate taxes generated by those condos would also be commensurately lower. Of course, only a very small portion of any such real estate taxes would be received by the Village itself so as to offset any of the substantial public costs of this project.

## **CONCLUSION**

As set forth in detail throughout this memorandum, the Applicant cannot meet its burden of evidence and persuasion and the Application does not satisfy the standards for a Planned Development set forth in Section 3.9.1 of the Village Ordinance. Accordingly, the Plan Commission should enter findings consistent with the evidence as summarized herein and recommend that the Application be rejected and that the request for site-development allowances be denied.

Respectfully submitted by

Kevin M Murphy  
210 Forest Avenue  
Oak Park, IL 60302

On behalf of the Residents of  
The Forest-Ontario Neighborhood  
And throughout Oak Park who  
Oppose the Requested Allowances

**VILLAGE OF OAK PARK - PLAN COMMISSION**

**MEMORANDUM IN OPPOSITION TO  
THE APPLICATION OF SERTUS CAPITAL PARTNERS, LLC  
TO AMEND THE PLANNED DEVELOPMENT  
AND INCREASE THE SITE-DEVELOPMENT ALLOWANCES  
FOR THE NORTHEAST CORNER OF  
LAKE STREET AND FOREST AVENUE**

**SUBMITTED ON BEHALF OF THE RESIDENTS  
OF THE FOREST-ONTARIO NEIGHBORHOOD  
AND THROUGHOUT OAK PARK  
WHO OPPOSE THE REQUESTED ALLOWANCES**

**BY:**

**KEVIN M. MURPHY  
210 FOREST AVENUE  
OAK PARK, IL 60302  
NOVEMBER 3, 2011**

## **Introduction**

Sertus Capital Partners proposes to change the uses of the Planned Development by eliminating the hotel and condominium units, replacing them with 270 rental apartments, and reducing the commercial space from 27,000 to 25,000 square feet. The proposed amendment would dramatically increase the density of use, requiring much more land and many more parking spaces. Sertus is now requesting an allowance of 120,663 square feet of land that it does not have, as well as an allowance of 85 parking spaces that it will not provide. This Plan Commission must decide whether to approve those allowances pursuant to the specific standards set forth in the Zoning Ordinance.

The Zoning Ordinance requires a certain amount of land area for each residential unit to be built in either the Central Business District or the Downtown Business District. Sertus controls two parcels totaling 69,937 square feet, which is enough land to construct only 97 residential units. Instead, Sertus proposes to build 270 units. For that number, the Zoning Ordinance requires 190,600 square feet of land. To appreciate the magnitude of this requested allowance, if you were to remove entirely floors 9 through 21 of the proposed structure, the remaining eight stories would contain 99 residential units and still require a zoning allowance for two units. The density of the proposed residential use is extreme.

Sertus proposes to compound the density of that residential use by building it on top of 25,000 square feet of commercial use, plus a 300 space public parking garage. The density formula of the Zoning Ordinance is limited to residential uses and does not take such commercial and public parking uses into account. Nevertheless, the addition of such high density commercial and public uses obviously and significantly increases the overall density of use proposed for this limited parcel of land.

The Zoning Ordinance requires Sertus to provide a minimum of 373 parking spaces for the residential and commercial uses. Those uses will actually demand many more spaces than that minimum number. One might think that Sertus would provide more parking spaces in order to justify its request for a density allowance and mitigate some of the impact of that excessive density. Not so. Sertus is proposing to provide only 288 parking spaces.



It is not within the power or purview of the Plan Commission to amend the Zoning Ordinance, revise the density limitation, or reduce the parking requirement. As a matter of personal opinion, a commissioner might prefer greater density, but the Ordinance does not. A commissioner might believe that the provision of parking spaces is a negative thing because it serves to facilitate the ownership of cars. The Ordinance disagrees and requires developments to provide parking. The requested allowances for density and parking can only be granted if Sertus proves by evidence that each of those two allowances meets the standards set forth in the Planned Development section of the Zoning Ordinance.

**Neither Site-Development Allowance is Compatible with Surrounding Development as Required by Subsection 3.9.1.G.3.**

The allowance of 173 additional dwelling units on 13 additional floors of the proposed structure, and the allowance of 85 fewer parking spaces than the minimum required by Ordinance, would not be remotely compatible with Austin Gardens and the historic residential neighborhood to the north. The proposed development would tower directly over the park and generate substantial vehicle traffic onto Forest and Ontario surrounding the tranquil Gardens. The structure would visually dominate the entire length of Forest Avenue, and forever disrupt and diminish the residential character and uniquely important architecture of that neighborhood. To the east, Lake Street is dominated by four historic churches, the post office, the library and significant greenspaces. To the west between Forest and Harlem Avenues, density is very low and none of the structures exceeds the 80 foot height limitation of the Lake Street Building Height and Massing Overlay District. The Village imposed that limit in order “to protect the unique and representative character of the existing Village streetscape” and expressly determined “to prevent the construction of buildings” taller than 80 feet because they would be “disruptive and *incompatible* with the character of both the street and the Village.” Section 3.9.4.E.

**Neither Site-Development Allowance Furthers the Specific Objectives set forth in Subsection E as Required by Subsection 3.9.1.G.3.**

The allowance of 270 dwelling units does not create “a more desirable environment than may be possible through strict application of the Village land-use regulations” that would allow for only 97 units. The provision of only 288 parking spaces when a minimum of 373 are

required does not create a more desirable environment either. Neither allowance furthers the first objective of Subsection E.

Tripling the density and shortchanging the parking does nothing to “enhance the existing character and property values of the Village”. However “ingenious and imaginative” the building might be (and that is certainly debatable), it does not convert the allowance of more density and less parking into some “promotion of the public welfare”. Neither allowance furthers the second objective of subsection E.

The excessive number of apartments and the reduced number of parking spaces in no way promote the “combination and coordination of the character, the form and relationship of structures to one another”, and so fail to further the third objective of Subsection E.

The increased density and the reduced parking do not “preserve and enhance the natural topography, vegetation and geologic features” of the site, or otherwise further the fourth objective of Subsection E.

Neither the excess number of dwelling units nor the elimination of parking spaces does anything to provide or promote “the beneficial use of open space”, and so do not further the fifth objective of Subsection E.

The construction of 173 excess apartments and the provision of 85 too few parking spaces is neither necessary nor helpful to “allow harmonious and compatible land uses or combination of uses with surrounding areas”. Fewer apartments and more parking would obviously be more “harmonious and compatible” with the neighborhood, and the allowances fail to further the sixth objective of Subsection E.

Allowing 270 apartments instead of only 97, and 288 parking spaces instead of 373, does not “promote economic development within the Village” or further the seventh objective of Subsection E. Oh, those 173 extra apartments and 88 fewer parking spaces certainly would promote the economics of this particular development for Sertus. There are other undeveloped or underdeveloped parcels across the Downtown district, however, on which those and many other apartments could be built (and without exceeding the density limitation). The net amount of economic development within the Village will not be increased by concentrating it on a single

lot and giving that lot to a single developer along with unprecedented zoning allowances. If the development of excessive density on any particular parcel could be justified by the corresponding increase of economic activity and taxes, then ever greater densities would always be better for all parcels and the density limitation and other requirements of the Zoning Ordinance would effectively be abandoned. Some believe that the Village has already abandoned the Zoning Ordinance, but I would hope that the Plan Commission will not do so.

The now former businesses at Lake and Forest were all compatible uses, and some of the longest operating and most successful businesses in Downtown Oak Park. Even if they had been incompatible uses or blighted structures, however, any redevelopment that complies with the density and parking requirements would also have eliminated them. Allowing greater density and less parking does nothing to further the eighth objective of Subsection E.

No historical or natural resources are either preserved or enhanced by the greater number of apartments or the smaller number of parking spaces. Those allowances do not further the ninth and final objective of Subsection E.

Both the density allowance and the parking allowance are clearly incompatible with surrounding development and fail to further the specific objectives stated in Subsection E of the Zoning Ordinance. For each of those reasons, Subsection G.3 states that those allowances *may not be approved*. Nothing within the Application can overcome the failure of the requested allowances to meet those standards. Beyond that, however, the proposed combination of uses also fails to satisfy the Municipal Services Standards, the Vicinity Standards, and the Economic Development and Feasibility Standards set forth in Subsection I.

**Contrary to the Municipal Services Standards of Subsection I.2, Sertus Will Not Provide Adequate Parking and Adequate Ingress and Egress.**

Sertus proposes to provide 288 parking spaces, 85 fewer than the minimum number of 373 required by the Ordinance. As demonstrated in detail in the Analysis of Parking Supply and Demand dated October 18, 2011, the proposed combination of residential and commercial uses will in reality demand a great many more parking spaces than that minimum. The Commissioners should please carefully consider and understand that Analysis, and contrast it with the intentionally limited memorandum offered by Sertus. Even that severely flawed memo

is compelled to acknowledge that the residential and commercial uses require more than 288 parking spaces, and that each and every additional parking space will be provided by the Village at great expense to its taxpayers. In all likelihood, the parking demands of those residential and commercial uses will occupy most if not all of the 300 spaces in the public garage parcel.

Subsection I.2.c requires adequate ingress and egress "that adequately addresses additional traffic congestion in the public streets and promotes a safe and comfortable pedestrian environment". The proposed development would increase the vehicle traffic to and from the site and relocate *all* ingress and egress from Lake Street to Forest Avenue, causing a substantial increase of traffic on residential streets to the north. The two loading docks, also on Forest Avenue, are still too short to accommodate the longer moving vans and delivery trucks that will necessarily extend from those docks into the street or simply park on Forest Avenue. Critically, Sertus has again failed to demonstrate how such trucks will exit the site southbound to Lake Street so as to avoid going north on Forest Avenue where truck traffic is prohibited. Three lanes of vehicle traffic and two lanes of trucks cutting across the heavily traveled Forest Avenue sidewalk will undeniably detract from the "safe and comfortable pedestrian environment" required by the Ordinance.

**Contrary to the Vicinity Standards of Subsection I.3, the Proposed Uses Will Not Complement the Character of the Surrounding Neighborhood and Will Diminish the Use and Enjoyment and Adversely Affect the Values of Other Property in the Vicinity.**

The density of the proposed development would catastrophically conflict with the character of both Austin Gardens immediately to the west of the site and the historic residential neighborhood directly to the north and significantly diminish the enjoyment of both. In addition, the absorption of available public parking by the proposed development would adversely affect the existing business uses to the west of the subject property and the 19<sup>th</sup> Century Club to the North. With regard to property value, it is the Applicant's burden to *demonstrate* that there will be no adverse impact upon property values in the vicinity, not simply to *deny* that impact. The appraisers' reports submitted by Sertus are completely devoid of any valid data to support such a demonstration or denial.

To appreciate the adverse impact upon the residential character of the surrounding neighborhood and the corresponding effect upon property values, I suggest that you simply stand

on the sidewalk in front of any single family home on any residential block in Oak Park, look down the street approximately four or five houses, and visualize the proposed development, with all of its combined uses and excessive density, fronting right up against and towering above the sidewalk at that spot. If you are left with any lingering doubt about the adverse impact of the proposed development upon that single family home and residential block, then ring the doorbell and ask the homeowner to engage in the foregoing exercise and I am quite certain that he or she will be able to clarify the matter for you.

**Contrary to the Economic Development and Feasibility Standards of Subsection I.4, Sertus Has Not Proven that the Potential Burden of the Proposed Uses Upon the Financial Operations of the Village Will Be Balanced by the Benefit of the Proposed Uses.**

The express provisions of the standards for planned developments require Sertus to demonstrate, and this Commission to determine, that the financial benefits of the proposed development are equal to the financial burdens. The significant changes to the proposed uses would significantly alter the various benefits and burdens. The original proposal included a density allowance of 41,563 square feet, a parking allowance of 73 spaces, and the conveyance of the valuable Village parcel of land for a dollar, all in consideration for a proposed hotel. That hotel is now gone, the requested density allowance has tripled to 120,663 square feet, the parking allowance has increased to 85 spaces, and the price for the land remains a dollar. The Village is also incurring very steep upfront and perpetual costs for each additional parking space that the proposed uses will actually require. Comparing the Anticipated Tax Revenues summarized in the original and amended Sertus applications, and even accepting the Sertus numbers at face value, all of the anticipated hotel operating taxes are now gone, the anticipated retail taxes have declined, and the anticipated annual real estate taxes have decreased by more than half a million dollars. A very bad deal has gotten decidedly worse.

In order to project the rents and corresponding real estate taxes for the residential apartments, Sertus relies on the Tracy Cross study. Of the many property profiles in that study, only the Whiteco profile arguably supports the projected rent levels. Mr. Doersching of Tracy Cross acknowledged on cross-examination, however, that he did not know how much any of the Whiteco tenants have actually paid to rent any of the units in that development. Similarly, in order to demonstrate the feasibility and to project the retail taxes of possible commercial uses,

Sertus relies entirely upon a two year old market study whose author never appeared before the Commission. Some things have changed since 2009 (Barbara's is gone and Borders is now vacant), while other things have not (Linens 'N Things is still vacant).

Based upon the very limited information presented to this Commission, it appears that Sertus has failed to meet its burden of proving that the benefits of this planned development at least offset the burdens upon Village finances.

**Sertus Fails to Provide Compensating Benefits to the Residents in the Area and the Community as a Whole as Required by Subsection F.**

Subsection F requires the Developer to "provide the Village with compensating benefits in return for" the requested site-development allowances. Such compensating benefits must be "specific amenities" that are "additional" to any benefits inherent in the proposed uses and must "advance Oak Park's physical, cultural and social objectives" to the benefit of "residents in that area or to the community as a whole". As discussed above, the requested allowances have increased, the proposed uses have changed, and the purported compensating benefits have changed as well. I submit that the amended proposal provides no benefits that qualify under Subsection F, and certainly none that compensate the residents in the area.

**A Word About Architecture**

I have observed that there has been far more testimony from and questions for the architect than any other witness. An inordinate percentage of the Commission's discussion and deliberation has focused on building materials and window treatments. I asked no questions of the architect, but not because I do not care about architecture. To the contrary, my wife and I have spent the past twenty-two years (and undoubtedly more money than was prudent) restoring, maintaining and caring for a small piece of significant architecture. Architecture does matter, but not very much in the context of the zoning standards for planned developments. Sertus is here only because it needs allowances for density and parking, not an allowance for architecture. Subsections G and E focus on the requested density and parking *allowances*, not the architecture. Subsection I is primarily concerned with the proposed residential and commercial *uses*, not the architecture. Good architecture cannot atone for bad zoning. Unfortunately, architectural

concerns have largely served as a distraction from the fundamental zoning issues that should be the focus of this inquiry.

Architecture is only a very small tip on the tail of the planned development standards, but it has been wagging this process from the very outset. Since the March 14, 2007 community presentation at the 19<sup>th</sup> Century Club entitled "What Is Great Architecture?", the selling of this project has endeavored to sacrifice the standards of the Zoning Ordinance upon the altar of architecture. If you attended that presentation, then you will recall the overreaching grandiosity of the world tour architectural slide show, and you should cringe to realize that here we are, four and a half years later, being told that the north wall facing the Frank Lloyd Wright Historic District will be fashioned of precast concrete in order to reduce costs. Based on the history of planned developments in Oak Park, we will be lucky to get something inoffensive, at best. As commissioners, however, do not be distracted by the architecture, and whether it is good or bad. Focus instead upon the Zoning Ordinance and the critical standards set forth therein. Apply those standards and you will be compelled to reject the requested allowances, regardless of what you might think of the architecture.

### **Conclusion**

Sertus cannot meet its burden of proof and the Application does not satisfy the Planned Development standards set forth in the Zoning Ordinance. Accordingly, the Plan Commission should enter findings consistent with the evidence as summarized herein and recommend that the Application be rejected and that the request for site-development allowances be denied. The Memorandum in Opposition submitted to this Commission almost two years ago discusses many of the foregoing matters in greater detail and remains largely applicable, despite the changes in proposed uses and allowances. I provide a copy of that prior memorandum herewith for the benefit of those commissioners who have since been added to the Commission, or who might not recall those additional details.

Respectfully submitted on November 3, 2011, by

Kevin M. Murphy  
210 Forest Avenue  
Oak Park, IL 60302

**From:** Caroline Myss [carolinemyss@gmail.com]  
**Sent:** Wednesday, November 02, 2011 3:45 PM  
**To:** Failor, Craig  
**Subject:** Forest and Lake  
Attention Plan Commission:

As a resident of Forest Avenue (305 Forest Avenue), I am writing to express my personal as well as property-taxed based position, which is that I am fully and completely OPPOSED to the construction of a 270 apartment building at the Forest and Lake street location. No doubt the Plan Commission is only interested in finances, as always; however, for those of us who actually reside in the neighborhood, this plan represents a permanent alteration of the quality of our area. We, the residents of the Lake and Forest street area, do not want this building and the consequential disruption that it will bring to our area. Though "quality of life" is not high on the list of people who salivate at the sight of money, nonetheless, we are challenging the decision allow this project because it diminishes our quality of life. Better to put your efforts toward helping the vacant shops in the Oak Park area find merchants.

Caroline Myss  
305 Forest Avenue



**From:** Barbara Rasero [barasero@gmail.com]  
**Sent:** Wednesday, November 02, 2011 1:30 PM  
**To:** Failor, Craig  
**Subject:** Lake and Forest Project

Dear Oak Park Planning Commission:

I am writing to add my voice of encouragement to continue with the amended plans for the Forest-Lake project. I was pleased when I first heard of this project and hearing of the revision has not lessened my anticipation. I feel that the retail space will be a major boon to the community and the rental units, for seniors and others, would be welcome and filled.

I moved to Oak Park 4 years ago from Mamaroneck New York. Oak Park and surrounds are very similar to my home area in Westchester County, where there is a wonderful mix of affluence, culture, diversity, a high level of commercial activity within 30 minutes to New York City. I feel that this project would continue to develop Oak Park positively towards that direction. I love Oak Park for the local shopping, diverse cultural and commercial activities and I look forward to the enhancement of further development in this area.

Thank you for your time!

Kind regards,

Barbara Rasero  
311 N Oak Park Ave

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Barbara Rasero  
[708.415-7801](tel:7084157801)

Raymond 11.03.11 to bot

From: Madeleine Raymond [mtraymond@gmail.com]  
Sent: Thursday, November 03, 2011 12:22 PM  
To: Failor, Craig; David Pope; rihohnson@oak-park.us; Lueck, Colette;  
ihedges@oak-park.us; Glenn Brewer; Robert Tucker; Adam Salzman  
Cc: dhaley@wjinc.com  
Subject: Good Stewards

Attachments: IMGFLW2\_0003.jpeg

Buildings are here "for the long haul". If mistakes are made in the design of a building, they don't go anywhere. They become a part of our community. The bigger the building, the bigger the negative impact.

I propose the board take a moment to ask themselves, "Are we being good stewards for our village?" Think for a moment of the beautiful former Marshall Field Annex. It is a source of pride and enhances our village "scape" even without a tenant on the first floor. Now think of the whiteco building and the one proposed for Lake/Forest. Need I say more?

Frank Lloyd wright could come to the rescue. He designed the Pebbles and Balch Shop on Lake Street. Wouldn't that be a fine design for a soup/sandwich shop? A place the hundreds of people who visit the Home and Studio could go for a quick and tasty lunch? What if the design was expanded to accommodate a pancake restaurant and even a small grocery store? Giving us back the shop that was demolished in the 1950's might just be a fine example of good stewardship by protecting the nature of our village as a village and providing a building that has design integrity.

Madeleine Raymond

## Failor, Craig

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**From:** Gayle Riedmann [gaylecnm@gmail.com]  
**Sent:** Tuesday, November 01, 2011 7:53 AM  
**To:** Failor, Craig  
**Subject:** Forest/Lake apartment complex

Dear Mr. Failor,

I would like to voice my opinion AGAINST the building of a 270 unit apartment complex at the corner of Forest Ave and Lake Street.

While I was happy with the possibility of a hotel and retail development, the apartment complex is a large digression from the original plan. Hotels increase tourism and retail activity for Downtown and The Avenue. Apartments do not have the same impact. They will increase traffic and congestion at an already very busy location with inadequate parking.

I believe the entire development plan needs to be scrapped. It is time to consider a plan to "start over" with the original intent of a smaller scale hotel and retail plan, or a try a completely new idea and plan and a company that will stick to it.

Sincerely,

Gayle Riedmann  
1 Elizabeth Ct  
Oak Park

**From:** bikelady27@aol.com

**Sent:** Thursday, November 03, 2011 1:18 AM

**To:** Failor, Craig

**Subject:** Lake & Forest

Dear Mr. Failor,

We live at 935 North Forest in Oak Park and have been following the discussions in the newspaper and in conversation about the proposed project for Lake & Forest. As long-time residents of Oak Park who are now contemplating the possibility of living in an elevator building rental apartment instead of our house, but we have found limited choices in Oak Park where would like to stay if we are lucky enough to sell our house.

There has been lots of complaining about not enough public parking in this project. From our point of view, which goes back to before there was even a Lake Street Mall, the Village has more than enough parking in its downtown. What it doesn't have enough of is people willing walk, shop and enjoy the community. We've tried more parking spaces before to improve shopping. More parking spaces doesn't get us more shoppers, it just gets us more cars.

As for the design, we think that new buildings should reflect the times in which they are built and not be imitations of the past. Good is good, whether modern or classic, and we think the pictures in the paper show a handsome new addition to our community.  
Let's stop bickering and start building for the future. It won't wait for us.

Fred and Tauba Rosin

## Failor, Craig

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**From:** Amir K. Sheibany [amirks@gmail.com]  
**Sent:** Tuesday, November 01, 2011 10:37 AM  
**To:** Failor, Craig  
**Subject:** New Building on Forrest & Lake

Dear Craig,

I am told you can forward my concerns to the Planning Commission of Oak Park.

I live at 1033 Ontario Street, and own two units here. This is a tranquil building built 80+ years ago. All residents opt for the disadvantages to this older building because of the aesthetics of the Frank Lloyd Wright historic district.

It is my understanding that the planning commission has changed the planning rule in Oak Park to permit this "trump tower" style structure to be built, creating a shadow over the adjacent park, distorting the tranquility, and directly affecting in a negative way the very heritage that makes Forrest street famous.

There is a major lot available on Lake street that is available for such a structure (opposite FCC gym) yet as you know the developer is interested in this lot because of the park it will overlook and the historic district it will overwhelm. Please be so kind as to provide clauses in the building contract, identifying not just the companies involved but the individuals involved, and the assumptions involved around sound, traffic, and the shadow this building created during the winter. We need to be able to pursue these individuals and companies, and those in Oak Park village supporting this venture, should there be a discrepancy between their original assumptions and the actual when the building is built and profit is about to be withdrawn from it.

Thank You

Amir Sheibany & Joanna Partyka

My name is Stacey Katsis. I live and own the property at 931 Ontario Street in Oak Park, IL.

I would like this to go on record as part of public comment in regards to the Lake & Forest development.

As a resident of Oak Park for over 20 years I am disappointed in what seems to be a lack of concern on the part of the Village Board as to what the residents of Oak Park, especially near the Lake & Forest Project, want and need in the community. I live in this Village. I moved to Oak Park because of the Village feel it had. If I wanted to live in a metropolitan city I would have moved into Downtown Chicago. I am never going to be happy about the height of this project. I could never understand the need for the height. If we place guidelines into law for our downtown area we should stick to those guidelines and not make concessions just because we want something that looks glamorous and is going to make some builder more money. If we are going to make concessions it should be because the building produces something favorable to the Village. More people, because of a bigger building, is not going to make the downtown area any better. The downtown is lacking in what it offers. We need good stores to shop in with a variety of interests and products, just like the downtown area had back in the 70's and 80's. Right now the downtown area has virtually no shopping, it's all restaurants. It makes me think of that old joke - how many restaurants do you need to make a downtown work? We need shops with a variety of things to buy to help turn this economy around, we need supply stores, we need - and I'll say it - more parking. The assumptions being made on parking based on a village study that is 10 years old in this area are absurd. If you lived in the area of Lake & Forest in the last 4 years you would see that on any given weeknight and weekend there is a great amount of traffic that gets locked and blocked on Lake Street and then diverts onto Ontario street. It is an endless stream of traffic mayhem. The fact that I have to not only buy a Village Sticker to allow a guest to stay at my home overnight, let alone have to park 5 blocks or more away from my home is just crazy (and I'm not as upset about the purchase of a sticker over the fact that they have to park 5 blocks or more away from my home). People on my block with more than 1 car have to park several blocks down because of the lack of parking as well.

When this project started it was to be a hotel and condominiums. You gave the builder concessions because of that. While I never saw the need for the hotel I did like the condo aspect of the development. The condominium portion of the project would have at least brought in permanent tax paying individuals who would have contributed to school taxes and fees as well as other taxable village amenities. However, by now making it a rental complex you are allowing people to move into the area that will not contribute to these taxable causes. Yes the owner of the building will still pay some tax, but the people living there will live in the area and use our schools and our facilities for free.

The project has changed entirely and by all rights should have had to start over in all its processes. I know that the Planning Committee had its hands tied on this matter, but the Village Board did not. They just once again decided that it was just easier to let the concession stand just because it's what they wanted. I really feel from attending the meetings that this deal is a done deal no matter how much talk takes place on it. That being said I'll simply add this: I want to see something new and exciting on that corner. The old structures there were getting to be an eyesore certainly. The parking facility has its issues certainly. I cannot however condone a monstrosity that does not fit into the scheme of my Village. I want my Village to remain a Village. I do a lot of shopping over on Madison Street in what is the Forest Park Downtown area. Forest Park is a village with a village feel, very much like Oak Park. It works over there. They took a good look at what their Village wanted and needed in these times and they did not have to build a 20 story apartment building or complex to make it work either.

Wake up Village Board of Oak Park and maybe we can have what is right and good for people in the community too. Thank you.

**From:** Diane Stephenson [drdstephenon@yahoo.com]

**Sent:** Thursday, October 20, 2011 8:20 AM

**To:** Failor, Craig

**Subject:** Lake Forest Development

As a 35 year resident and homeowner in Oak Park, I wish to let it be known to the Village Board that I am strongly against the proposed highrise development for the corner of Lake and Forest. It is not consistent with Oak Park's character and culture; it is not human scaled; it will create far too much traffic in an area that is already overwhelmed with automobile traffic; it will forever detract from Oak Park's architectural heritage; it is not financially viable for the Village at this time.

Please distribute this to the Village Board.

Thank you,  
Diane Stephenson

**From:** Tom White [tomwhite431@gmail.com]  
**Sent:** Thursday, October 20, 2011 8:21 PM  
**To:** Failor, Craig  
**Subject:** Lake & Forest

Dear Craig:

Hello. I have been living in Oak Park for almost two years. I can honestly say that I appreciate all the splendor and richness that this town brings to my enrichment. I have children and they feel very safe here. I think the new building that is being proposed is not the best situation for Oak Park. The reason I feel this way, is because it simply doesnt fit. I understand that this is about business and making money, especially in this economy.

At what price are we willing to give up a space that could turn out to be better served and appropriate for our village, by another vendor.

I believe the boards intentions are great, I just think this project should re\_thought.

I saw the designs and thought Whoa, that's big.

What about the extra people who will crowd our classrooms?

what about the partking issues we already have in town?

how are the units gonna be sold?

Sincerely,

Tommy White



**From:** JZuraw@aol.com

**Sent:** Thursday, November 03, 2011 9:19 AM

**To:** Failor, Craig

**Subject:** Sertus proposal for Forest & Lake [please forward to Plan Commissioners]

Dear Mr. Failor:

Please forward this to the Plan Commissioners. I urge them to deny approval for the latest Sertus proposal for development at Forest & Lake.

The compensating public benefits are illusory. Claims for architectural quality in the Sertus proposal are pure marketing hype. Why did Oak Park manage to build a lovely public library, but make foolish claims for the the architectural quality of Whiteco? Alas, commercial claims need to be scrutinized skeptically.

The net impact on school costs and revenues is difficult to predict, but developers and their supporters tend to minimize the large number of Oak Park school kids who live in apartments.

The project is too dense and does irreparable harm to the character of the neighborhood.

Please do not consider the density issue to be resolved by prior projects. You should not feel that Sertus is entitled to get a deal similar to Whiteco's. The nature of real estate is a bit counter-intuitive in this regard. Not only has Whiteco occupied their site, but they have taken away a portion of downtown Oak Park's ability to absorb density. The next dense development should be considered less welcome then the one that has already been built.

Yours truly,  
John Zuraw  
102 Clinton Ave  
848-8761

# Additional Information

Account: Internal

Financial Statement

Account	Balance	Debit	Credit	Balance
Accounts Payable	100			100
Accounts Receivable	200			200
Inventory	300			300
Prepaid Expenses	400			400
Fixed Assets	500			500
Accumulated Depreciation			100	100
Equity			100	100
Retained Earnings			100	100
Capital			100	100
Liabilities			100	100
Accounts Payable	100			100
Accounts Receivable	200			200
Inventory	300			300
Prepaid Expenses	400			400
Fixed Assets	500			500
Accumulated Depreciation			100	100
Equity			100	100
Retained Earnings			100	100
Capital			100	100

All figures shown are approximate and may vary. Actual figures are shown in the report to support.

MEMORANDUM TO: Michael Glazier  
Sertus Capital Partners, LLC

FROM: Javier Millan  
Senior Consultant

DATE: October 28, 2011

SUBJECT: Parking Demand and Supply  
Proposed Mixed-Use Development  
Oak Park, Illinois

Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) has reviewed Mr. Kevin Murphy's Analysis of Parking Demand and Supply document dated October 18<sup>th</sup>, 2011 and based on our extensive experience on parking demand analyses, KLOA, Inc. would like the Oak Park Plan Commission to be aware of the following:

1. The Institute of Transportation Engineers (ITE) *Parking Generation*, 4<sup>th</sup> Edition publication is just an informational report. Mr. Murphy's information presumes that all that is needed is to calculate demand based on the ITE data. ITE itself admonishes that such is not the case. In the report it is repeatedly stated that the data must be adjusted based on judgment, experience and the unique characteristics of a particular site. For example page six of the Preface to the *Parking Generation* report states:

"Users are cautioned to use engineering judgment in applying all data contained in this report. They also need to be cognizant of the unique characteristics that can affect parking demand site-by-site and of the continued need for additional data. ... Lack of appreciation of these factors may lead to the improper sizing of parking facilities."

Page 1 of the Manual goes on to state in bold letters:

**"This informational report does not provide authoritative findings, recommendations, or standards on parking demand."**

This is reiterated many times in the report including on page 6 where it states:

"However, the data alone will not provide accurate estimates. Professional judgment and evaluation are necessary to effectively use the information."

2. Surveys for retail that were used were overwhelmingly for large regional centers in suburban locations. Seventy-seven percent of the centers included in the study exceed 100,000 square feet in size. Of 197 sites for which information was collected, only four (2%) were urban locations. As stated in page 2 of the ITE *Parking Generation*, 4<sup>th</sup> Edition report:

“[The report] is only the beginning point of information to be used in estimating parking demand. ... Therefore, survey of comparable local conditions should always be considered as one of the best means to estimate parking demand to account for local factors.”

The Manual goes on to state at page 7:

“The specific reasons why parking demand varies between area types are likely associated with issues such as shared parking, transit availability (quantity and quality), pedestrian-friendly design, parking restrictions and management policies and multi-stop trip making.”

Hence, the data must be compiled for local conditions as was done in the KLOA study and not based simply on the ITE numbers. For example, census data for census tract 8123 indicated that of renter occupied housing:

22.6% did not have a vehicle  
57.3% had one vehicle  
19.0% had two vehicles  
1.2% had three vehicles.

Translating these figures to the proposed building, would result in a parking demand of 266 vehicles or slightly less than a 1:1 ratio.

3. ITE parking data for High-Rise Apartment (Land Use Code 222) is from 1969, 1978 and 1996 and does not reflect current more “green” trends toward lower vehicle use and increases in walking/bicycling/use or public transportation. Surveys conducted by KLOA, Inc. in Evanston from 2008 to 2011 of various condominium buildings and one apartment building within the downtown area and within close proximity to transit stations, indicated a less than 1:1 ratio of parking demand (0.9 spaces per dwelling units)
4. The proximity of the proposed development site to the Metra and CTA stations qualifies the project as a Transit-Oriented Development (TOD). By definition, a TOD is a compact, mixed-use development within walking distance of public transportation. TODs are key elements of livable and sustainable communities as they foster attractive lifestyles where housing, jobs, restaurants and entertainment are all in convenient proximity while increasing transit ridership, promoting walking and biking, and reducing automobile use, congestion and emissions.

Best practices with respect to parking policies that are supportive of Smart Growth and TOD’s include strategies that promote walking, biking and the use of public transit while reducing or eliminating the need for private automobiles. These strategies include the following:

- Incorporate transit-friendly parking design behind street-facing retail
- Manage/limit the amount of parking provided
- Reserve parking space for carsharing services
- Allow for parking to be shared by multiple uses
- Provide enclosed, secured storage facilities for bicycles
- Unbundle parking by separating parking costs from unit leases, which provides economic incentives for tenants to opt out of parking and make better use of alternative travel modes

Carsharing programs (i.e., IGO) provide participants with convenient and flexible access to centrally-owned and maintained vehicles. Carsharing offers an alternative to individual car ownership, which effectively increases the number of users per vehicle and contributes to lower auto ownership rates and reduced parking demand. According to recent North American studies and carsharing member surveys, each carsharing vehicle removes an average of 15 privately-owned cars from the community.

The incorporation of the above-noted strategies into a development is recognized by the U.S. Green Building Council in the form of credits towards LEED certification of the project.

In summary, it is KLOA, Inc.'s professional opinion that the parking variance for the proposed development is justified based on the combination of efficient transit access, on-site provisions for carsharing services and bicycle storage, historic peak parking demand ratios experienced at other residential buildings in a downtown environment within close proximity to transit (i.e. Evanston), area Census data on automobile ownership, and the widespread availability of on-street parking in the area.

**Supplimental Applicant Information      PC 11-03**

- |   |                             |           |                                  |
|---|-----------------------------|-----------|----------------------------------|
| 1 | Lake and Forest LLC         | 18-Jul-11 | Application                      |
| 2 | MaRous & Company            | 12-Sep-11 | Market Impact Study              |
| 3 | KLOA                        | 17-Oct-11 | Banquet Facility Parking Usage   |
| 4 | KLOA                        | 17-Oct-11 | Public Parking Supplimental Data |
| 5 | Board of Trustees           | 31-Aug-11 | Memorandum to Plan Commission    |
| 6 | Historic Preservation Comm. | 14-Oct-11 | Memorandum to Plan Commission    |
| 7 | Housing Programs            | 26-Aug-11 | Memorandum to Plan Commission    |
| 8 | Sertus Capital              | 13-Oct-11 | Memorandum regarding Taxes       |
| 9 | Sertus Capital              | 20-Oct-11 | PowerPoint Presentation          |

Applicant's Closing Statement – Application to amend Lake and Forest Planned Development Ordinance No 2010-0-014.

**I. SCOPE OF REVIEW**

Sertus Capital Partners, LLC on behalf of the owners submitted an application to amend Lake and Forest Planned Development Ordinance No. 2010 – 0 – 014 (the "Amendment Application"). The Amendment Application seeks to change a use within the previously approved envelope of the development and to adjust the parking requirements based on the proposed new use. It also seeks certain changes to the exterior design of the proposed development

Pursuant to the Village's Zoning Ordinance, the Village Board received the Amendment Application, considered the matter and on August 1, 2011 referred it to the Plan Commission pursuant to a referral titled

**Referral to the Plan Commission to hold a public hearing for an amendment to the Lake and Forest Planned Development Ordinance 2010-O-14 relative to a change in use and parking.**

As shown by the referral and further explained by President Pope in a subsequent letter to the Plan Commission, the extent of the Plan Commission's review of the matter is limited to the Amendment. More specifically, it is limited to the new residential use, the allowances in unit density and parking related to that new use and the changes in design of the building's exterior.

The limitation on the scope of the review is logical as all the other aspects of this development were previously evaluated. The size of the building, including its height, is the same. The public parking is the same, as are the vehicular access points and the traffic patterns. The retail is slightly decreased from approximately 27,000 sq. ft. to approximately 25,000 sq. ft. No change in surrounding conditions has been identified to warrant a re-review of these issues.

The limited scope of the review is important as many members of the public wish to revisit decided issues. They also wish to discuss the economics of the business matter concluded by the two property owners and embodied in an amended Redevelopment Agreement. There is no subsidy, but even if there were it is not the province of the Plan Commission to reconsider Village Board decisions

The Plan Commission must avoid such review of decided matters and focus on the elements of the referral in the context of the standards for review contained in the Village's Zoning Ordinance.

Based on the testimony presented on the elements subject to review, the Amendment Application should be recommended for approval.

**II. STANDARD OF REVIEW**

Section 3.9.1 I provides the standards for review. It also provides in its closing paragraph that for Planned Developments the Section 3.9.1 I standards are the sole standards:



## 1. Comprehensive Plan

*The proposed use or combinations of uses is consistent with the goals and objectives of the Comprehensive Plan and has been considered in relation to any other plans adopted by the Village Board (Emphasis added)*

The proposal is consistent with the provisions of 1990 Comprehensive Plan. It also is consistent with the general objectives of the Greater Downtown Master Plan.

The proposed residential use is envisioned in the Comprehensive Plan, the Greater Downtown Master Plan and is permitted under the zoning applicable to the site. The proposed density is consistent with the goals of the Comprehensive Plan which, as stated in the staff report, designates the area which includes the subject property as the location for "highest-density residential and commercial development" Staff Report p. 4. The Greater Downtown Master Plan suggested a mix of residential, retail and parking on this site. The very three uses that, with approval of the amendment, are to occur on the site.

The proposed amendment is consistent with Comprehensive Plan's housing goal by providing a much needed type of housing that will enhance the variety of housing stock in the Village. The Tracy Cross and Associates report shows that there is demand in the market for the housing proposed. Tammie Grossman, Housing Services Manager for the Village, reviewed the proposal, the Tracey Cross report, the 2040 Oak Park population projections and information from the Chicago Metropolitan Planning Council (CMAP) that indicated that there is a need for additional rental units for households earning more than \$50,000. She concluded, as stated in Staff report, that "[t]he Village of Oak Park should have no issues absorbing the additional 270 rental units." (Staff report p. 4.)

The proposal also complies with the Transportation and Parking aspects of the plans by providing an adequate number of parking spaces which accommodates the typical needs of the proposed uses and considers the other available parking options in the vicinity. Among the Comprehensive Plans' transportation and parking goals are providing *adequate* parking and *less* auto dependence. The site has high transit access -- with Metra and CTA rail service in close proximity. There also is (and will continue to be) significant amounts of public parking in the immediate area. KLOA has reviewed the parking in the area and considered all of the relevant factors. It is well versed with the conditions in the Village, having been its traffic consultant during the draft of the Greater Downtown Master Plan and also the applicant's consultant in the review of the existing approved Planned Development. Based on its review and in its professional judgment, KLOA concluded that the proposed 288 spaces are sufficient to satisfy demand from residents of the proposed building and that any parking demand above this new supply provided can easily be accommodated by the existing nearby and to be constructed public parking supply. Staff notes in its report that a ratio of 1:1 for residential has been approved for other developments in the Greater Downtown Area. (Staff Report p. 3.) It also is the same ratio that was proposed for the hypothetical development in the Greater Downtown Master Plan. The 1:1 ratio is also at the upper

limits of the typical ratio for transit-oriented areas where typically a range between 7 and 1:1 is applied.

To determine adequate parking one must look at, as KLOA did, the entirety of the circumstances. The ITE Manual and the ULI models are tools, but as the ITE acknowledges, they must be applied with necessary professional judgment and a recognition of the factors in a particular locality. The subject site is a well-served transit location. There are multiple purposes for which one may travel to the area. Traffic and parking analysis must account for what is termed "captive users" -- individuals that are already in the area for another purpose. There is a substantial existing supply of public parking, which the Village's own counts indicate is underutilized at certain times. Staff has identified that peak use of public parking near the site is related to office users -- essentially on weekdays during the day. The residential use generally is on weekends during the nighttime and on weekends. Thus, weekday/daytime office use and weekend/nighttime residential use do not compete for availability in the existing public parking supply.

Mr. Murphy's analysis has cited data related to regional malls as found in Schaumburg, not compact, transit-oriented downtowns like Oak Park.

To provide more parking would not only detract from the goal of encouraging public transit use but also would not be consistent with the Comprehensive Plan's goal of providing public services and facilities in the most cost effective manner. To provide additional parking -- or peak parking supply -- when there is existing capacity is uneconomical for both the private and the public sector.

The proposal also furthers the Comprehensive Plan goal of expanding the tax base and supports the Village's existing retail and commercial tax base. The proposed development would not only significantly increase the property taxes generated from the subject property, but also would provide new residents who will shop and transact business in the Village. The importance of the site as a gateway to the Downtown Oak Park and a bridge to the Avenue District was recognized in the Greater Downtown Master Plan and is respected by the current proposal. The high density residential supports the commercial districts and brings a permanent vitality to this unique site. As stated in the staff report:

*As development continues to occur in downtown Oak Park, this area in particular will become even more important to the health and vitality of this retail shopping district. The increase in residential units will support this need.*

Staff Report p. 3.

The Citizen Participation component has been addressed given the extensive hearings on this matter as well as the many other discussions and presentations held in connection with the original application and approval.

## 2. Municipal Service Standards

- a. *The establishment, maintenance, or operation of the use or combination of uses will not be **materially detrimental to or endanger** the public health, safety or general welfare of the residents of the Village. (Emphasis added.)*

The proposed residential use has been reviewed by Village staff and no issue which would be materially detrimental to the public health, safety or general welfare found. The residential use is an envisioned and anticipated use based on the site's zoning, the Comprehensive Plan and the Greater Downtown Master Plan. Obviously, the design and construction of the units will conform to the Village's building code.

- b. *Adequate utilities, road access, parking, drainage, police and fire service and other necessary facilities **already exist** or will be provided to serve the proposed use or combination of uses including access for fire, sanitation and maintenance equipment. (Emphasis added.)*

Similarly, the review of the proposal indicated that adequate public facilities and services exist to serve the proposed uses. The parking demand aspect of the proposal has previously been addressed. It is noteworthy, however, that the language of this standard acknowledges what Javier Milan and staff have indicated about the parking demand analysis – that is, that what “already exists” must be taken into account.

- c. *Adequate ingress and egress to the planned development site already exists or will be provided in a manner that adequately addresses additional traffic congestion in the public streets and promotes a safe and comfortable pedestrian environment.*

The location of ingress and egress has not been altered from that previously found to satisfy this standard and approved. The additional traffic to be generated by the current proposal is relatively minor (14 vehicles or so) and as indicated by KLOA's traffic analysis can be accommodated by the existing roadways.

## 3. Vicinity Standards

- a. *The proposed use or combination of uses will not **substantially diminish** the use or enjoyment of other property in the vicinity for those uses or combination of uses that are permitted by the Zoning Ordinance of the Village.*

The proposed residential use is a use contemplated for the site by the zoning ordinance, the Comprehensive Plan and the Greater Downtown Master Plan. Demand for the proposed use, the proposed number of units and the mix of units was verified in the Tracy Cross report and in the testimony of Erik Doersching. The Village staff has concluded that the use shall be well received and the number of units will be absorbed without issue.

- b. *The proposed use or combination of uses will not have a substantial or undue adverse effect upon property values in the vicinity.*

The proposed use, in terms of type and number, is consistent with the plans for the area. It can be accommodated by existing facilities or those that will be provided through the construction of the development. The use is compatible with the surrounding land uses. No adverse impacts have been found from the proposed use in terms of municipal or utility services. Adequate parking is provided. The proposal is consistent with the Lake Street location, a built-up commercial thoroughfare with attendant traffic flows and land use. Thus, a substantial or undue adverse effect on property values would not be anticipated. Mr. MaRous, a certified MAI appraiser, reviewed the proposal and found no substantial or undue adverse effect on property values in the vicinity.

Mr. Murphy spent considerable time questioning Mr. MaRous on the impact of the height of the building – a topic which is not germane to this review. He also spent considerable time discussing a development in Park Ridge – on a different site, in a different municipality with different issues and characteristics.

The issue before you is the development of 270 residential units at Lake and Forest in transit-oriented, built-up mixed use commercial district. It is a development proposed for a site that has been denoted for high density and has the capacity to sustain the density proposed. The site sits on a major arterial, is well separated from other uses and is located across the street from another high density residential development – 100 Forest Place – which has existed in the community without notable detrimental impact for many years. Based on the attributes of the site and the nature of the proposed development, as Mr. MaRous concluded, the proposal will not have a substantial or undue adverse effect on property values in the vicinity.

- c. *The proposed design, use or combination of uses will complement the character of the surrounding neighborhood.*

The outline of the building's envelope has not been significantly altered and hence is not one of the topics which has been referred. However, the exterior cladding of the structure has been changed to reflect the new residential use and to reflect a new approach to the retail along Lake Street. That said, many important features of the prior, approved design have been retained. Among them are the recess at the corner which provides an area for outdoor seating or for pedestrians to congregate. This area has been slightly increased in the current proposal from the original. The double high nature of the Lake Street retail frontage has also been retained. New architectural elements have been introduced to provide better vertical separation between uses, to provide visual interest and to mitigate the building's mass and reduce its perceived length on the Lake Street elevation. As documented by the project's architect, this massing is consistent with the existing context of Lake Street, which is improved with a series of smaller retail buildings. The introduction of brick also provides a familiar material that is reflective of existing buildings in the general area. The faceted glass – as opposed to the prior

faceted screen on the second level – provides visual interest in exterior design but also allows for greater visibility into and out of the retail space. This increased transparency adds vitality and pedestrian friendliness to the Lake Street frontage.

The exterior of the residential building has been redesigned to create a more residential look. As it occurs on Forest Avenue, it does not detract from the retail/commercial nature of Lake Street while evoking the residential nature of the area to the north. The use of different forms, different window sizes and varying materials breaks up the mass and provides visual interest.

The north wall of the garage is proposed to be clad in brick. A pattern has developed for a portion of the wall to enhance visual interest and, subject to the consent of the 19<sup>th</sup> Century Club, plantings can be added, and we believe without detracting from the parking count in its lot. The developer is willing to add plantings along the north face of the project to further enhance its integration into the surrounding context but will likely need agreement from the 19<sup>th</sup> Century Club to allow plantings to be rooted on its land (without any adverse impact on parking space count or configuration )

Thus, the design complements and reflects the retail nature of Lake Street and the residential nature of Forest Avenue while creating sufficient diversity of materials and planes to promote visual interest and reduce the perceived mass.

The uses proposed, as previously mentioned, are consistent and complementary with the character of the area. The retail is located along Lake Street – a major retail street in the Village and the residential uses are organized along Forest Avenue, a street that lead into a residential area of the Village.

#### 4 Economic Development and Feasibility Standards

- a. *The applicant has the financial and technical capacity to complete the proposed use or combination of uses.*

The Applicant's financial and technical capacity to complete the development has been vetted multiple times by Village staff, the Village Board and outside consultants, including most recently in connection with the amendment and execution of the amended Redevelopment Agreement. The use has been shown to be viable based on staff analysis and that of outside consultants. The Applicant has assembled a team of experts to undertake the development, which team will be augmented by construction professionals if the Amended Application is approved. Applicant's efforts to attract equity investors and debt sources has revealed that there is interest in providing funding for the development.

Mr. Barsotti has raised the issue of a development in Des Plaines undertaken by an entity with common principles as the Applicant in an effort to create doubt about the Applicant's ability to undertake this project. In fact, the efforts of Mr. Glazier's and the other members of the Applicant in that development show exactly the opposite. In what is considered the worst economic times, especially for real

estate development, since the Great Depression, Mr. Glazier completed the development in Des Plaines. The development as completed is considered high quality and a benefit to the community. At a time when many were simply handing the keys over to the lenders, Mr. Glazier successfully negotiated with the lender, acquired the debt and repositioned the development as a rental project. The project is now being successfully rented. When many may have walked away from a difficult situation, Mr. Glazier showed the persistence, the creativity, the agility and the ability to gather the resources to turn what could have been another half-built, barely occupied building into a completed, attractive and occupied residential project.

- b. *The proposed use or combination of uses is economically feasible and does not pose a current or potential burden upon the services, tax base, or other economic factors that affect the financial operation of the Village, except to the extent that such burden is balanced by the benefit derived by the Village from the proposed use.*

The Tracy Cross report demonstrates that the proposed residential use, at the rental rates and with the unit mix proposed is economically feasible. A review of the proposal by the many disciplines which comprise the Village staff found no undue burden on municipal services. The residential development will augment the Village's tax base and will reinforce the retail tax base with additional customers. The anticipated tenant population is one that will contain a large percentage of individual without school age children (young couples and empty nesters). So the tax base will be increased and supported without significant additional burdens. On balance, we believe the information provided by the experts the Applicant has assembled and those on staff with the Village shows that the proposal will be a net benefit to the Village.

## I. ALLOWANCES

The Zoning Ordinance provides in Section 3.9.1E that through the use of allowances the Village seeks to achieve "some or all" of nine specified objectives.

Among the objectives achieved by the proposed development are:

- Enhancement of the Village's existing character by a mixed of uses and more creative use of the land than would be achieved if developed separately.
- The implementation of long-term planning through the development of a site with the uses called for in the Greater Downtown Master Plan, at high density as envisioned under the Comprehensive Plan and in a fashion that is compatible with the surrounding area and land uses.
- The promotion of economic development in the Village through the construction of a high quality, retail supporting and tax generating project.
- Elimination and replacement of the deteriorating public garage – which some could consider tending toward a blighted structure

With regard to the magnitude of the requested density allowance, it has been shown that there is demand for the number of units, with the mix proposed and at the rental rates proposed. This demand has been proved-up at Oak Park Place/Whiteco/Trader Joes. The units are to be located in what has been designated an area for the highest density. The proposed density will support the existing commercial nature of Lake Street. No significant detrimental impacts from the proposed unit count has been shown. Hence, there is no reason to decrease the proposed unit count.

The proposed supply of private spaces has been reviewed by an outside consultant, KLOA, and staff. The conclusion of both reviews has been that, based on all the factors, the proposed supply is adequate. The ratio is consistent with the Comprehensive Plan, the Greater Downtown Master Plan and what has been approved for other projects. It is interesting to note that the Zoning Ordinance allows staff to grant up to a 25% reduction in the required parking based on transit usage or the availability of public parking. KLOA has shown that both these factors are present. The allowance sought is approximately 23% -- less than what staff could otherwise grant.

Mr. Murphy spent considerable time discussing the retail component -- a topic which is not included in the Board Referral. He fails to note that under the Zoning Ordinance, the Sertus Parcel alone could be developed with almost 50,000 sq. ft. of retail (or double that proposed) and no parking.

The provision of I-Go or other car-sharing spaces, which has been considered to reduce parking demand by 5 spaces or more per I-Go space, the management of the private and public spaces, the synergic qualities of the existing demand for public spaces and the future demand for project parking all more than mitigate the impacts and justify the request parking allowance. The census data regarding the lower trend to car ownership by renters and the demographics of a large portion of the anticipated renter population further buttress this result.

## II. COMPENSATING BENEFITS

While compensating benefits have been mentioned during the hearings, the compensating benefits have not changed and, for that reason, were not part of the referral. The hotel use and the lounge to be located at the top may have been attractive elements of the prior proposal but were not compensating benefits. The compensating benefits previously approved and retain include: 1) public art in the area of the recessed corner at Lake and Forest; 2) sidewalk improvements consistent with the pallet selected for the area; and 3) a contribution toward improvement/enhancement of Austin Gardens. In addition, the proposed development will continue to be required to attain LEED Silver and a green roof has been added to assist in the reduction of the urban heat island and in the retention of stormwater.

Section 3.9.1F(1) of the Zoning Ordinance provides:

*The purpose of compensating benefits is to advance Oak Park's physical, cultural and social objectives (in accordance with the comprehensive plan and other approved plans); by having land developers provide specific amenities in Plan*

*Developments. Redevelopment often brings with it the need to provide allowances from the regulations but to also make sure that the Village is receiving public benefit in return for providing those allowances by requiring additional compensating benefits to the residents in that area or to the community as a whole.*

That section goes on to provide for a discussion with staff and also examples of public benefits such as "roadways, alleys, medians, pathways, bike paths, pedestrian, drop off areas, transit stops, bus pull outs, and/or other improvements and business retention efforts on site or within the Village." The consultation with staff occurred Elements in keeping with the examples in the Zoning Ordinance were previously agreed to and have been enhanced by the addition of I-Go spaces (which directly addresses parking demand) and a green roof. Thus, compliance with this section is retained and enhanced by the proposed amendment.



MEMORANDUM TO: Michael Glazier  
Sertus Capital Partners, LLC

FROM: Javier Millan  
Senior Consultant

DATE: October 17, 2011

SUBJECT: Banquet Facility Parking Usage  
Proposed Mixed-Use Development  
Oak Park, Illinois

As requested at the Oak Park Planning Commission meeting on October 6, 2011, Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) has researched parking characteristics for a banquet facility relative to usage as well as surge or peak demand.

The Institute of Transportation Engineers (ITE) Parking Generation, 8<sup>th</sup> Edition does not have any specific data for banquet facilities since a banquet facility parking demand depends on the event being held. Based on KLOA, Inc. surveys of other banquet facilities in the Chicagoland area, the typical banquet facility vehicle occupancy is 2 to 2.5 passengers per vehicle. Assuming the 19<sup>th</sup> Century Club (approximate capacity of 300 seats) has an event at full capacity, this means that the activity would have a parking demand of 120 to 150 vehicles.

It should be noted that based on our studies, banquet facilities typically experience their heaviest usage on weekends early in the evening (i.e. weddings) when the parking demand at the public parking lots adjacent to the site is generally lower than during a weekday. However, even if an event of 300 people would occur at 2:00 P.M. on a weekday, the immediate area on average has a parking availability of over 200 spaces which could accommodate the potential event demand and the parking demand for the retail portion of the development.

Glazier Banquet Facility Parking Usage October 17 2011 jm

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August 23, 2011

Mr. Michael Glazier  
Sertus Capital Partners, LLC  
225 West Hubbard Street, Suite 600  
Chicago, Illinois 60654

**RE: 270-Unit Residential and Retail Mixed-Use Development located at the  
Northeast Corner of Lake Street and Forest Avenue, Oak Park, Illinois**

Dear Michael:

In connection with our preliminary review of the information you have provided us regarding a potential \$30 million equity investment in the captioned project, we are pleased to provide you with this preliminary Letter of Interest.

Based on the schematic drawings depicting the project program, the preliminary development forecast and the Tracy Cross market study, we are prepared to move forward with a more detailed review of the project in order to establish a future possible basis for making an investment commitment to the project.

As you know, we are a fiduciary investment manager for a number of institutional investors, and are quite interested in this project and Oak Park as a target location for a multi-family project investment.

To that end, we would request that you allow us or our designated agent, Lincoln Property Company, to work with you to understand in more detail the status of your efforts to finalize the zoning of the project for the intended program, the construction budget and other relevant aspects required for a full underwriting of a potential co-investment with your company as the sponsor and developer of the project. Once the final zoning has been approved, we would be in a position to complete the necessary due diligence for providing a term sheet that outlines the essential terms and conditions for a co-investment in the project. We look forward to working with you and your colleagues on the next steps in this process.

Sincerely,



*William L. Fulton*

William L. Fulton  
Vice President

cc: David Blitz



SERTUS CAPITAL PARTNERS, LLC.

PROPERTY INVESTMENT & DEVELOPMENT



Via e-mail

October 13, 2011

Mr. Craig Failor  
Village Planner  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302

**Re: Lake + Forest PUD Amendment**

Dear Craig:

As follow up to the cross examination by Mr. Kevin Murphy at the Plan Commission hearing on October 6, 2011 for the captioned matter, during which he asked for the source of information we used to estimate the projected taxes for the planned project, I am providing below a table of information that summarizes the information that we found on the Cook County Assessor's website for Oak Park Place Apartments (Whiteco).

Please note the following in regards to the attached table:

- The tax assessment is for 2009.
- The Whiteco property at the end of 2009 as reflected in the Tracy Cross report was approximately 62% occupied at that time, and therefore its taxes reflect that level of lease up. (The Cook County Assessor considers occupancy in its valuation of a property for tax purposes).
- For estimating the Lake + Forest project residential taxes, we used the lower of 17% of the projected rents or the taxes/unit estimate imputed from the Whiteco project. The imputed taxes would be as shown in the table at 95% occupancy would be \$5,925/unit, which figure includes the taxes related to the retail and private parking portions of the building as well. (The Whiteco figures include that

project's ground floor retail space.) However, to be conservative and not overstate the potential tax revenues that would be generated by the project, we used the rule of thumb approach of 17% of the gross revenues, which in this case is lower than the direct comparable approach.

PIN	Land	ASSESSED VALUE		
		Building	Total	
				86,403
16-07-118-055-00	\$13,392	\$285,145	\$298,537	
16-07-118-056-00	\$8,208	\$174,766	\$182,974	
16-07-118-060-00	\$32,686	\$547,171	\$579,857	
16-07-118-061-00	\$72,267	\$1,279,568	\$1,351,835	
16-07-118-063-00	\$2,592	\$11,196	\$13,788	
TOTAL ASSESSED VALUATION			\$2,426,991	
2009 Equalization Factor			3.3701	
EAV			\$8,179,202	
Rate			9.46%	
Imputed Taxes			2009	\$773,344
Taxes Per Unit			200	\$3,867
Occupied			62%	
Imputed Taxes per unit at 95% occupancy				\$5,925

On a separate note, I wanted to clarify an item raised regarding parking ratios that also came up during Mr. Murphy's cross examination. He calculated, based on Whiteco's occupancy of 90% (180 units as shown in the Tracy Cross report for July 2011), a parking ratio of 1.17:1 (210 parking spaces divided by 180 occupied apartments). He then compared that ratio to our project's 288 total parking spaces to its 270 units, which produces a ratio of 1.07:1.

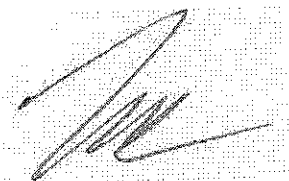
Unfortunately, that is an apples-to-oranges comparison. The correct ratio compared should have been 288 total parking spaces to 243 units (90% occupied), which produces a ratio of 1.19:1. In addition, it is well to note that the calculations for the new project do not include any benefit for having 3 dedicated car-sharing spaces for the building's

**Letter to Mr. Craig Failor**  
**October 13, 2011**  
**Page 3 of 3**

residents as recommended by staff. While there is not yet a universally accepted ratio to represent the benefit of a car sharing space, Vancouver, B.C. has adopted in its zoning ordinance a credit for 5 parking spaces for each car-sharing space provided in new developments.

Should you have any questions regarding the above, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Glazier", is written over a light gray dotted background.

Michael Glazier  
Principal

CC: R. Acosta, Esq.

**Kevin M. Murphy**  
**210 Forest Avenue**  
**Oak Park, Illinois 60302**

**To:** Oak Park Plan Commission  
**From:** Kevin M. Murphy  
**Re:** Sertus Capital Partners, LLC Application to Amend Planned Development  
**Date:** October 18, 2011

## **ANALYSIS OF PARKING SUPPLY AND DEMAND**

### **I. Application and Proposal**

As set forth in the Application, the Applicant is proposing to develop the subject site with 270 rental residential units and 25,000 square feet of commercial space for restaurant and retail use. The Applicant is proposing to construct only 288 parking spaces for those uses.

### **II. Requirements of the Zoning Ordinance**

As described in the Notice of Public Hearing for this Application, the Village of Oak Park Zoning Ordinance Section 6.2.2(D) requires the provision of 1 parking space for each of the 40 studio apartments (40), 1.25 parking spaces for each of the 122 one-bedroom apartments (153), and 1.5 parking spaces for each of the two-bedroom apartments (162), for a total of 355 parking spaces for all of the rental apartments. In addition the Ordinance requires one parking space for every 500 square feet of commercial use. That would calculate to an additional 50 parking spaces, except that Section 6.2.2(H) of the Ordinance contains a special exemption for the Downtown Business District (the B-4 District), which district includes that larger portion of the proposed commercial uses that are to be located on the land parcel now owned by the Applicant, but does *not* include that smaller portion (8,550 square feet) of the proposed commercial uses that are to be located on the land parcel now owned by the Village. Accordingly, the parking requirements of the Ordinance are only applicable to approximately one-third of the commercial use space and require the provision of only 18 parking spaces. In total, therefore, the Ordinance requires the Applicant to provide a minimum of 373 parking spaces for the proposed residential and commercial uses.

### **III. Applicant's Parking Impact Study of the Proposed Planned Development**

Rather than construct the 373 parking spaces required by the Ordinance, the Applicant is requesting a zoning allowance of 85 parking spaces pursuant to the Planned Development process. Essentially, the Applicant must demonstrate that the 288 parking spaces that it proposes to construct will be sufficient to supply the actual demand for parking spaces that will be

generated by its proposed uses, so that the parking requirements and provisions of the Ordinance should not be applied. Pursuant to the Planned Development provisions of the Ordinance, the Applicant is required to demonstrate that adequate parking will be provided to serve the proposed combination of uses. Section 3.9.1(I.2.b). In order to make that demonstration, the Applicant must submit a "parking impact study" to show the estimated parking demand of the proposed uses. Section 2.2.7(D.2.k). The Applicant has submitted the July 15, 2011 memorandum of Javier Millan of Kenig, Lindgren, O'Hara, Aboona, Inc. ("KLOA"), and specifically pages 3-5 of that memorandum, as its "parking impact study".

The KLOA memorandum states that the proposed commercial use "will require approximately 37 parking spaces". With regard to the residential use, KLOA states that the 288 parking spaces to be constructed by the Applicant "will be adequate to meet the actual parking demand" of the 270 apartment units. Accordingly, KLOA's memorandum takes the position that a total of 325 parking spaces will be adequate to supply the needs of the proposed combination of commercial and residential uses. While that number is 48 spaces fewer than the Ordinance requires, it is still 37 more spaces than the Applicant is proposing to construct. Moreover, the methods and calculations employed by KLOA in order to project a need for only 325 parking spaces are inappropriate and deficient.

#### **A. Parking Demands of Proposed Commercial Uses**

The method employed by KLOA to calculate the number of parking spaces for the commercial uses makes no effort to estimate the parking demand of those uses and does not constitute a "parking impact study" as required by the ordinance. KLOA does not even consider the various types of commercial uses (*e.g.*, restaurant, retail, etc.) or attempt to take into account the differing levels of parking demand to be generated by each such use. Instead, KLOA simply starts with the ratio of one parking space per 500 square feet (the minimum number required by the Ordinance for general commercial space) that computes to 50 parking spaces for the 25,000 square foot commercial space. Then KLOA reduces that number by 25% to 37 spaces "to take into account public transportation". Finally, KLOA utilizes the database of parking demand data compiled and analyzed the Institute of Transportation Engineers in its *Parking Generation, 4<sup>th</sup> Edition*, in order to calculate the hourly fluctuation of the demand for those 37 parking spaces and determine the peak demand to be at 6:00 p.m. on weekdays and at noon on Saturdays, as indicated in Tables 2 and 3 of the KLOA memorandum.

There are a number of serious shortcomings with KLOA's calculation of parking spaces for the commercial uses:

The KLOA calculation begins with a base number of only 50 spaces based upon the minimum ratio set forth in the Ordinance. That Ordinance and ratio are only minimum legal



standards; they are not, and do not purport to be, a projection of actual parking demand for particular types of commercial uses. That ratio does not take into account the varying levels of parking demand generated by different types of commercial uses (e.g., restaurant v. retail uses). Moreover, that ratio is not based upon, and is demonstrably inconsistent with, parking demand ratios determined by databases and analyses of the Institute of Transportation Engineers and the Urban Land Institute, as discussed below.

In order to reduce the number of parking spaces “to take into account public transportation”, the Ordinance requires the Applicant to demonstrate “that a certain percentage of customers or users of the facility will utilize mass transit to travel to the establishment or facility”. Section 6.2.3(B). KLOA has made no demonstration whatsoever that any percentage of restaurant or retail patrons will utilize mass transit to travel to the proposed Lake & Forest development. Accordingly, no reduction can be allowed under the terms of the Ordinance. The federal census “Journey to Work” data to which Mr. Millan referred in his testimony only addresses the question of the method of transportation that a resident might use in order to travel to that resident’s place of employment. (See discussion of census data below.) Such “Journey to Work” data has no relevance to the means of travel employed by patrons of restaurants or retail stores.

KLOA relies upon the Institute of Transportation Engineers database solely for the purpose of calculating the *hourly fluctuation* of parking demand, but it completely ignores that valuable database as a resource for estimating the *amount* of the parking demand to be generated by the proposed uses. The parking demand database and ratios contained in the Institute’s *Parking Generation, 4<sup>th</sup> Edition* have been created, and regularly relied upon by traffic consultants, for the purpose of estimating parking demands, just like the databases and ratios of the Urban Land Institute upon which KLOA purported to rely for its initial parking demand analysis in August of 2009. The current parking analysis of KLOA completely ignores any such databases and ratios, (even though KLOA relies entirely upon databases and ratios of the ITE in order to project its traffic generation figures), and thereby abandons any pretense of being a valid estimate of actual parking demand.

Significantly, at whatever day of the week or hour of the day, however, and for whatever number of parking spaces is ultimately required, KLOA expressly recognizes that *all* of the parking demand to be generated by the commercial uses will have to be accommodated by *public* parking spaces, either in the newly constructed public garage parcel or in nearby public parking lots. The KLOA analysis is predicated upon the fact that *all* of the 288 private parking spaces that the Applicant proposes to construct will be needed to accommodate the demand from the residential apartment tenants. Therefore, the Applicant is not proposing to provide *any* parking spaces for the commercial uses.

## B. Parking Demands of Proposed Residential Uses

The KLOA memorandum states that the provision of 288 parking spaces for the 270 residential apartments “will be adequate to meet the actual parking demand” of that proposed residential use. In support of that opinion, KLOA assumed that the Whiteco development was “fully leased” and “has a residential parking demand of 210 spaces for their 200 units at Holly Court”, which “translates into a parking ratio of 1.05 spaces per unit”. Mr. Millan has stated that he had been informed that Whiteco tenants had purchased ten parking permits for the use of public spaces in the Holly Court garage over and above the 200 private spaces that tenants had already leased and occupied. KLOA then observes that the provision of 288 parking spaces for the proposed 270 apartments at Lake & Forest would be a ratio of 1.07 parking spaces per apartment unit (although it actually computes to a ratio of only 1.0666), slightly higher than the parking ratio that KLOA had calculated for Whiteco.

Once again, there are several significant problems and shortcomings that seriously undermine KLOA’s assessment of the adequacy of the parking spaces to be provided for the residential apartments:

First of all, KLOA’s calculations erroneously assumed that the alleged demand for 210 parking spaces by the Whiteco residential tenants had been generated by full occupancy of all 200 Whiteco apartment units. To the contrary, as documented by the Tracy Cross “Development Profile Sheet” concerning its June 30, 2011 survey of the occupancy at the Whiteco development (and corroborated by the testimony of Erik Doersching), only 180 of the Whiteco apartment units were occupied at the time that KLOA noted tenant rentals of 210 parking spaces. A demand of 210 spaces for 180 apartments computes to a revised ratio of 1.1666 spaces per rental unit. Applying that revised Whiteco demand ratio to the proposed Lake & Forest development would result in a demand for 315 parking spaces for the residential tenants alone when all 270 apartment units are occupied.

Second, KLOA’s calculations only consider the demand for leased parking spaces by the tenants of the Whiteco and proposed Lake & Forest developments, and ignores the demand for parking by employees of the residential development and by visitors and guests of the tenants. The databases and ratios compiled and analyzed by the Institute of Transportation Engineers and the Urban Land Institute take those additional demands by employees and visitors into account in order to provide an accurate estimate of the total demand for parking generated by the proposed residential use.

Third, in *Parking Generation, 4<sup>th</sup> Edition*, the Institute of Transportation Engineers compiles and analyzes substantial relevant data concerning the amount of parking demand to be generated by residential uses, as does the Urban Land Institute, but KLOA once again ignores

the databases and ratios of those organizations in its assessment of the adequacy of parking for the rental apartments. As demonstrated below, those nationally recognized databases and ratios indicate that the true parking demand to be generated by the residential use will be much higher than the KLOA memorandum suggests.

Lastly, it is unclear at this point exactly how many spaces the Applicant proposes to make available for its prospective residential tenants, as the Application has been revised to shift 18 of the 288 privately constructed parking spaces from the upper levels of the garage to the underground level. Mr. Glazier testified that those 18 spaces might yet be leased to residential tenants, or might be available to accommodate the parking demands of the commercial uses. In any event, the KLOA memorandum assumes that all 288 spaces will be leased to residential tenants.

#### IV. Institute of Transportation Engineers, *Parking Generation, 4<sup>th</sup> Edition*

KLOA refers to and relies upon databases and ratios compiled and analyzed by the Institute of Transportation Engineers in *Trip Generation, 8<sup>th</sup> Edition*, in order to estimate the volume of traffic to be generated by the proposed development. KLOA also relies upon the ITE databases and ratios in *Parking Generation, 4<sup>th</sup> Edition*, in order to calculate the hourly fluctuation of the parking demand associated with the proposed commercial uses. In contrast, KLOA ignores those databases and ratios in connections with its calculations and estimates of the volume of parking demand to be generated by the proposed commercial and residential uses. Those parking demands are the crux of the 85 space parking allowance being requested by the Applicant. Therefore, a proper and professional estimate of those parking demands should be the purpose of the parking impact study required by the Ordinance and submitted by the Applicant. Nevertheless, the parking analysis provided by KLOA conspicuously ignores any nationwide databases and ratios typically relied upon by parking and traffic consultants in order to estimate parking demand.

*Parking Generation, 4<sup>th</sup> Edition*, published by the Institute of Transportation Engineers in 2010, is based on numerous parking demand studies submitted to ITE by public agencies, consulting firms and developers. The report "contains the best available data on the subject of parking related to land use" and provides "information to help analysts seek accurate estimates of parking demand". *Id.* at p. 2. The report sets forth a database of empirical information based upon actual observations of the usage of parking facilities provided for each of 106 land use categories, including "quality restaurant", "shopping center" and "high-rise apartment". For certain use categories, the report includes parking demand data for different days of the week or different hours of the day.

In connection with its initial application in 2009, the Applicant submitted and relied upon a "parking demand analysis" that assumed 12,000 square feet of the commercial space would be used as "Fine/Casual dining restaurant", while the remaining 15,000 square feet of that space would be used as "Community Shopping Center". The revised proposal reduces that commercial space from 27,000 down to 25,000 square feet, but the application, reports and testimony submitted by the Applicant demonstrate a continued desire and expectation to include a quality restaurant. For purposes of parking demand analysis, it is conservative to assume that 10,000 square feet of the reduced commercial space will be used for restaurant purposes, while the remaining 15,000 square feet will be used for retail. To the extent that the restaurant portion of the space is larger than 10,000 square feet, however, the overall parking demand would increase.

#### **A. Restaurant Use**

Quality restaurants (ITE land use category #931) are defined as "full-service eating establishments with typical turnover rates of at least one hour or longer". The ITE database for quality restaurants demonstrates that parking demand rates were similar for urban and suburban sites. The restaurants in the ITE database provided an average of 20.2 parking spaces per 1,000 square feet of gross floor area and had an average of 4.2 employees per 1,000 square feet. (The empirical observations that supply the data to ITE necessarily include employee vehicles which are an important consideration of any parking demand analysis.) The ITE data summary for quality restaurants is attached hereto as **Exhibit A** and provides parking demand data separately for non-Friday weekdays, Friday, and Saturday. On non-Friday weekdays, the 85<sup>th</sup> percentile of observed peak parking demand was 14.2 vehicles per 1,000 square feet. On Fridays, that 85<sup>th</sup> percentile demand figure increased to 19.0 vehicles per 1,000 square feet. On Saturdays, the 85<sup>th</sup> percentile of observed peak parking demand was even higher, at 22.7 vehicles per 1,000 square feet. Applying those observed 85<sup>th</sup> percentile demand ratios to the 10,000 square feet of restaurant use at the proposed Lake & Forest development yields a demand for 142 parking spaces on non-Friday weekdays, 190 parking spaces on Fridays, and 227 parking spaces on Saturdays. If the proposed development provided 20.2 parking spaces per 1,000 square feet of restaurant (the average supply observed at restaurants in the ITE database), then it would have 202 parking spaces for restaurant uses, which would be enough to accommodate the 85<sup>th</sup> percentile peak demand on weekdays, but still 25 spaces short of the 85<sup>th</sup> percentile Saturday demand.

#### **B. Retail Use**

The ITE data for shopping centers (ITE land use category #820) include 197 sites ranging from small strip centers to large regional centers. Each site is an integrated group of commercial establishments that "provides on-site parking facilities sufficient to serve its own parking

demands". Strip centers in the study provided an average of 4.1 parking spaces per 1,000 square feet of gross leasable area, while regional centers provided an average of 5.5 parking spaces per 1,000 square feet. The peak parking demands at shopping centers with access to transit services were observed to be "from less than 1 percent to as much as 8 percent" lower than the parking demand observed at centers without transit service (far smaller than the unsubstantiated reduction of 25% employed by KLOA). Those reductions of parking demand due to available transit service are reflected by the ITE data of observed demand. The ITE data summary for shopping centers is attached hereto as **Exhibit B** and provides parking demand data separately for non-Friday weekdays, Friday, Saturday and Sunday. The data demonstrates a significant increase in demand in December due to holiday shopping, and so December demand is analyzed separately from non-December demand.

For non-December months, the 85<sup>th</sup> percentile of observed peak parking demand at shopping centers on non-Friday weekdays was 3.16 vehicles per 1,000 square feet of gross leasable area. That observed 85<sup>th</sup> percentile demand increased to 3.9 vehicles on Friday, 3.4 vehicles on Saturday, and 3.39 on Sunday. In December, the observed 85<sup>th</sup> percentile demands increased significantly, to 5.05 vehicles per 1,000 square feet on non-Friday weekdays, 5.23 vehicles on Friday, 5.91 vehicles on Saturday, and 5.84 vehicles on Sunday. Assuming 15,000 square feet of retail space at the proposed Lake & Forest development, those ratios yield a demand for as many as 59 parking spaces in non-December months, and as many as 89 parking spaces in December. If the proposed development were to provide 4.1 parking spaces per 1,000 square feet (the average parking supply observed at the smallest retail centers in the ITE database), then it would have 62 parking spaces for the retail uses. Those spaces would be adequate to accommodate the 85<sup>th</sup> percentile peak demand in non-December months, but would fall well short of the December demand.

### C. Residential Use

The ITE data for high-rise apartment developments (ITE land use category #222) include buildings that have five or more floors and most likely have one or more elevators. The properties in this database were located in "Central City, Not Downtown" areas of larger cities, the area that "has greater land use density than suburban sites but is substantially less dense than" the downtown area for a city. All of the study sites were located within three blocks of transit service. The average site had 435 residential units and provided 2.0 parking spaces per residential unit. Not surprisingly, the peak parking demand was observed during the nighttime. The 85<sup>th</sup> percentile of peak parking demand on weekdays is 1.52 vehicles per dwelling unit. In other words, 15% of the peak demands observed in the studies were higher than that ratio, while 85% of the observed peak parking demands were equal to or less than that ratio. The ITE data summary for high-rise apartments is attached hereto as **Exhibit C**. Applying that observed 85<sup>th</sup> percentile demand ratio of 1.52 parking spaces per residential unit to the 270 units proposed for

the Lake & Forest development yields a demand for 410 parking spaces for the residential use alone.

As discussed above, the federal census "Journey to Work" data to which Mr. Millan referred in his testimony addresses only the method of transportation that a resident might use in order to travel to that resident's place of employment. Specifically, the census asked, "How did this person usually get to work LAST WEEK?" *Journey to Work: 2000*, U.S. Department of Commerce, March 2004. That census question and responses provide no information concerning the number of vehicles owned (and necessarily parked) by residents, regardless of how they might choose to travel to their jobs. Indeed, the most reliable indicator of vehicle ownership (and resulting residential parking demand) is income. See, *Get Into My Car: The Congested Future of Worldwide Auto Ownership*, [www.freakonomics.com/2011/04/25](http://www.freakonomics.com/2011/04/25); *Vehicle Ownership and Income Growth, Worldwide: 1960-2030*, Joyce Dargay, et al., Institute for Transport Studies, University of Leeds, 2007; *Car Crazy*, David Cohen, <http://energybulletin.net/node/37525> ("As soon as people can afford one, they buy a car."). As Mr. Doersching of Tracy Cross has testified, a household income of at least \$90,000 will be necessary in order to lease an average apartment in the proposed development, and many of the units will be rented by households with multiple drivers and much higher incomes. It must be expected that such residents will own vehicles (and many will own more than one), regardless of how they might commute to their employment.

In summary, the parking demand data compiled and analyzed by the Institute of Transportation Engineers in *Parking Generation, 4<sup>th</sup> Edition*, projects that the parking demand for the proposed development will be 410 parking spaces for 270 residential apartments, 142 parking spaces for the weekday restaurant uses, and 59 parking spaces for the non-December retail uses, or a total demand of 611 parking spaces. For weekends and December, the projected parking demand for the proposed development increases to 726 spaces. Even if KLOA's proposed 25% transit reduction were applied to the restaurant and retail parking demand, the proposed development would still have a demand for 561 parking spaces on weekdays in non-December months and 647 spaces on December weekends. It must be remembered that the ITE data is derived from empirical observations that already reflect any actual transit reductions at the subject sites.

## V. Urban Land Institute

Similar to the ITE, the Urban Land Institute ("ULI") has also created a massive database of the number of parked vehicles actually observed at thousands of sites nationwide, distinguished by the particular land use and analyzed by hour of the day, weekday or weekend, and month of the year. Built upon that massive database, the ULI *Shared Parking Model, 2<sup>nd</sup> Edition*, determines the parking demands (by hour, day and month) for each of multiple land uses

that share a common parking supply, merges those respective demands together, and calculates the total number of parking spaces required for those uses. The Applicant relied upon the purported use of the ULI *Shared Parking Model* in connection with the initial 2009 application, but has altogether ignored that valuable tool in connection with its current Application, despite the fact that any patrons and employees of the restaurant, retail or other commercial uses would be sharing the supply of parking spaces in the proposed garage, together with any visitors to and employees of the residential use, as well as any residential tenants with cars that cannot be accommodated in the privately owned spaces. The ULI model is very instructive, and serves to corroborate the parking demand analysis generated by the ITE database.

The ULI model recognizes that parking capacity should be designed for that level of parking demand “that recurs frequently enough to justify providing spaces for that level of parking activity”. *Shared Parking* at p. 3. “One does not build for an average day and have insufficient supply for the peak (if not multiple) hours on 50 percent of the days in a year”, which would all be higher than that average day. Conversely, “a traffic engineer does not design a street system to handle the peak volume that would ever occur; instead the level of activity that represents the 85<sup>th</sup> or 90<sup>th</sup> percentile of observed traffic volumes in peak hours on average days is used for design. This second edition of *Shared Parking* uses the 85<sup>th</sup> percentile of peak-hour observations for recommended parking ratios, unless otherwise noted.” *Id.* at p. 4.

The parking ratios and sharing calculations that comprise the *Shared Parking Model* have been determined by the ULI database of observed parking demands at thousands of actual sites, incorporated into a spreadsheet, and provided on a computer disk. The user of the model enters the volumes of respective land uses (*e.g.*, square feet of restaurant, square feet of retail, number of residential units), and the model generates the demand for parking spaces associated with each use, and calculates any appropriate reduction by sharing the spaces among the uses depending on the timing of their respective peak demands. The ULI *Shared Parking Model* recommended parking ratios and spreadsheets showing the parking demands for the proposed uses at the Lake & Forest development are attached hereto as **Exhibit D**. Those spreadsheets assume 15,000 square feet of community shopping center use, 10,000 square feet of fine/casual dining restaurant use, and 270 units of residential rental use. The ULI parking ratios account for commercial patrons and employees separately, and require one reserved parking space and one-half shared parking space for each residential unit, plus guests. Parking demand is calculated separately for weekday and weekend.

According to the ULI model (as set forth on the attached spreadsheets), the parking demand for the retail use is 55 spaces on weekdays and 60 spaces weekends. The parking demand for the restaurant use is 181 spaces on weekdays and 200 spaces on weekends. The residential use requires 270 reserved parking spaces, 135 shared parking spaces, and 41 spaces for guests. Without accounting for sharing, all of the proposed uses combine for a total parking

requirement of 682 spaces on weekdays and 706 spaces on weekends. As indicated on the Shared Parking Demand Summary page, when the sharing of all but the 270 reserved parking spaces is considered and calculated, the estimated parking demand of the proposed uses is reduced to 666 spaces on weekdays and 683 spaces on weekends. If KLOA's proposed 25% transit reduction were applied to the restaurant and retail parking demand, then those estimated total parking demand figures would still be 607 spaces on weekdays and 618 spaces on weekends. These parking demand estimates generated by the ULI *Shared Parking Model* strongly corroborate the parking ratios generated by the ITE database and contrast sharply with the flawed two-page "parking analysis" contained in the KLOA memorandum.

## **VI. Parking Garage Space Costs**

As described in detail in Section 5.4 of the Amended and Restated Redevelopment Agreement, the total cost per parking space in the proposed parking garage is to be \$28,800, excluding the cost of land, permit fees and contingency. The Applicant is proposing to rent its 288 spaces to residential tenants for \$70 per month. At that rate of rent, the cost of construction of a parking space would not be recouped until more than 34 years of rental payments. In order to cover the additional ongoing costs of operation, maintenance, utilities and real estate taxes attributable to each parking space, many more years of rental payments would be necessary. Accordingly, every parking space that the Applicant is required to construct represents a significant financial loss in the form of higher upfront cost and lower future return. Conversely, a parking allowance of 85 parking spaces constitutes an enormous financial benefit to the Applicant.

## **VII. Summary of Parking Demand Analysis and Parking Allowance Request**

The Applicant has failed to demonstrate that the 288 parking spaces it proposes to construct will be sufficient to accommodate the parking demands of the proposed commercial and residential uses. Even the severely flawed parking analysis of the KLOA memorandum acknowledges that the proposed development will require at least 325 parking spaces. The database and parking ratios of the Institute of Transportation Engineers estimate that the proposed commercial and residential uses will require 561 parking spaces on non-December weekdays, *even allowing for KLOA's unsubstantiated 25% transit reduction*, and much higher numbers on weekends and in December. Similarly, the database and parking ratios of the Urban Land Institute's *Shared Parking Model* estimate a parking demand of more than 600 parking spaces (*after applying the KLOA 25% reduction*). It is clear that the parking demands of the proposed development will require every one of the 373 parking spaces necessary to satisfy the minimum requirements of the Ordinance, and a great many more than that.

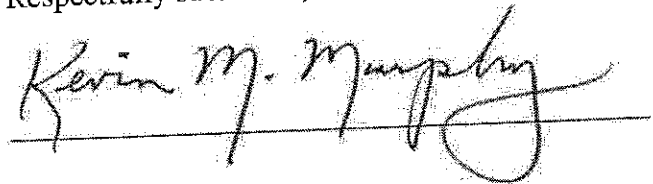


While the combined parcels provide only 69,927 square feet of land, the Applicant is proposing to construct commercial and residential uses for which the Ordinance requires a minimum of 190,600 square feet of land (almost triple the size of the parcels) and necessitates a density allowance of 120,663 square feet in this planned development process. Such excessive density is unavoidably accompanied by significant parking demand. The Applicant's request to triple the permitted density of its proposed use is no justification for failing to meet the minimum parking requirements of the Ordinance (which necessarily increase along with the density). Such overwhelming density should not be allowed in any event, but it certainly should not be allowed unless the Applicant is going to provide the number of parking spaces that are necessary to accommodate all of the parking demands that will be generated by that additional density.

The KLOA memorandum expressly recognizes that all of the parking demands generated by the commercial and residential uses in excess of the 288 spaces to be constructed by the Applicant will have to be accommodated in the 300 public spaces to be constructed by the Village. Those 300 public spaces are supposed to replace the 340 public spaces in the current garage, however, while the Ordinance requires the Applicant to provide the parking necessary to meet the demands of its proposed development. Allowing the Applicant to rely upon 85 parking spaces in the public garage rather than comply with the minimum parking requirements of the Ordinance is nothing less than an upfront subsidy in the amount of \$2,448,000 (85 spaces @ \$28,800 per space) plus a perpetual subsidy hereafter in the amount of operating and maintenance expenses, utility costs, and lost real estate taxes. There is no justification for such a parking allowance and subsidy. To the contrary, before the overwhelming density allowance is granted, the Plan Commission should recommend (and the Village should require) that the Applicant construct and provide the number of spaces necessary for *all* of the legitimately estimated parking demands of the proposed development (as demonstrated by the ITE and ULI databases and ratios) and not simply comply with the minimum requirements of the Ordinance.

All of the information contained herein is true and correct to the best of my knowledge, information and belief.

Respectfully submitted,

A handwritten signature in cursive script, reading "Kevin M. Murphy", written over a horizontal line.

Kevin M. Murphy  
210 Forest Avenue  
Oak Park, Illinois 60302

# Land Use: 931 Quality Restaurant

## Description

This land use consists of high-quality, full-service eating establishments with typical turnover rates of at least one hour or longer. Quality restaurants generally do not serve breakfast; some do not serve lunch; all serve dinner. This type of restaurant usually requires reservations and is generally not part of a chain. Patrons commonly wait to be seated, are served by a waiter/waitress, order from menus and pay for meals after they eat. While some of the study sites have lounge or bar facilities (serving alcoholic beverages), they are ancillary to the restaurant. High-turnover (sit-down) restaurant (Land Use 932) is a related use.

## Database Description

The database consisted of a mix of suburban and urban sites. Parking demand rates at the suburban sites were similar to those at urban sites and, therefore, the data were combined and analyzed together.

- Average parking supply ratios: 20.2 spaces per 1,000 square feet (sq. ft.) gross floor area (GFA) (20 study sites) and 0.6 spaces per seat (19 study sites).
- Average employee density: 4.2 employees per 1,000 sq. ft. GFA (six study sites).

Sunday parking demand was counted at two sites. The first site was 7,600 sq. ft. GFA in size and had a parking demand ratio of 7.11 vehicles per 1,000 sq. ft. GFA based on a single hourly count between 7:00 and 8:00 p.m. The same site had peak weekday and Saturday parking demand ratios of 11.60 and 15.80 vehicles per 1,000 sq. ft. GFA, respectively. The second site had 244 seats and its parking demand ratio was 0.29 vehicles per seat based on a single hourly count between 7:00 and 8:00 p.m.

For one study site, parking demand data were provided during a three-week period for each day of the week. Although these were extremely limited data (either two or three data points per day of the week from a single site), it showed that parking demand peaked on Saturday for this site.

Day of Week	Demand Relative to Highest Day (%)
Sunday	51
Monday	52
Tuesday	62
Wednesday	71
Thursday	77
Friday	89
Saturday	100

## EXHIBIT A

# Land Use: 981 Quality Restaurant

The following table presents time-of-day distribution of parking demand:

Based on Vehicles per 1000 sq ft CPA Hour Beginning	Non-Friday Weekday		Friday	
	Percent of Peak Period	Number of Data Points	Percent of Peak Period	Number of Data Points
12:00-4:00 a.m.	—	0	—	0
5:00 a.m.	—	0	—	0
6:00 a.m.	—	0	—	0
7:00 a.m.	—	0	—	0
8:00 a.m.	—	0	—	0
9:00 a.m.	—	0	—	0
10:00 a.m.	—	0	20	2
11:00 a.m.	20	1	61	2
12:00 p.m.	51	1	75	2
1:00 p.m.	58	1	52	2
2:00 p.m.	40	1	38	3
3:00 p.m.	27	1	37	3
4:00 p.m.	27	1	30	2
5:00 p.m.	39	1	60	2
6:00 p.m.	71	1	93	3
7:00 p.m.	100	1	100	2
8:00 p.m.	97	1	—	0
9:00 p.m.	—	0	—	0
10:00 p.m.	—	0	—	0
11:00 p.m.	—	0	—	0

\* Subset of Database

## Additional Data

The National Restaurant Association identifies August as the most popular month to eat out and Saturday as the most popular day of the week for dining out.<sup>1</sup>

Monthly parking variation cannot be derived from the available data. However, the following full-service restaurant sales information (averaged for the period 1999 through 2008 from the U.S. Census) is provided as a reference to peak month activity. The full-service restaurants that comprise the U.S. Census data set may not have the same land use characteristics as sites contained in the ITE *Parking Generation* database for this land use.

<sup>1</sup> National Restaurant Association. [www.restaurant.org/aboutus/faqs.cfm](http://www.restaurant.org/aboutus/faqs.cfm)

# Land Use: 931 Quality Restaurant

Full-Service Restaurant Sales Variation Data

Month	Percent of Average Month Full-Service Restaurant Sales (%)
January	93
February	92
March	102
April	99
May	104
June	102
July	105
August	106
September	97
October	100
November	96
December	105

SOURCE: *Unadjusted Estimates of Monthly Retail and Food Services Sales by Kinds of Business: 1999-2008*. Monthly Retail Service Branch; U.S. Census. August, 2009, NAICS Code 7221. [www.census.gov/mrts/www/mrts.html](http://www.census.gov/mrts/www/mrts.html)

## Study Sites/Years

Hanover, NJ (1979); Dallas, TX (1983); Dallas, TX (1984); Syracuse, NY (1984); Glenview, IL (1986); Morton Grove, IL (1986); Oklahoma City, OK (1987); Onondaga, NY (1988); Syracuse, NY (1988); Lake Oswego, OR (1994); Tigard, OR (1994); Tampa, FL (2001); Hollywood, CA (2003); Indianapolis, IN (2003); Los Angeles, CA (2003); Pasadena, CA (2003); Santa Monica, CA (2003); Ambler Borough, PA (2007); Lombard, IL (2008)

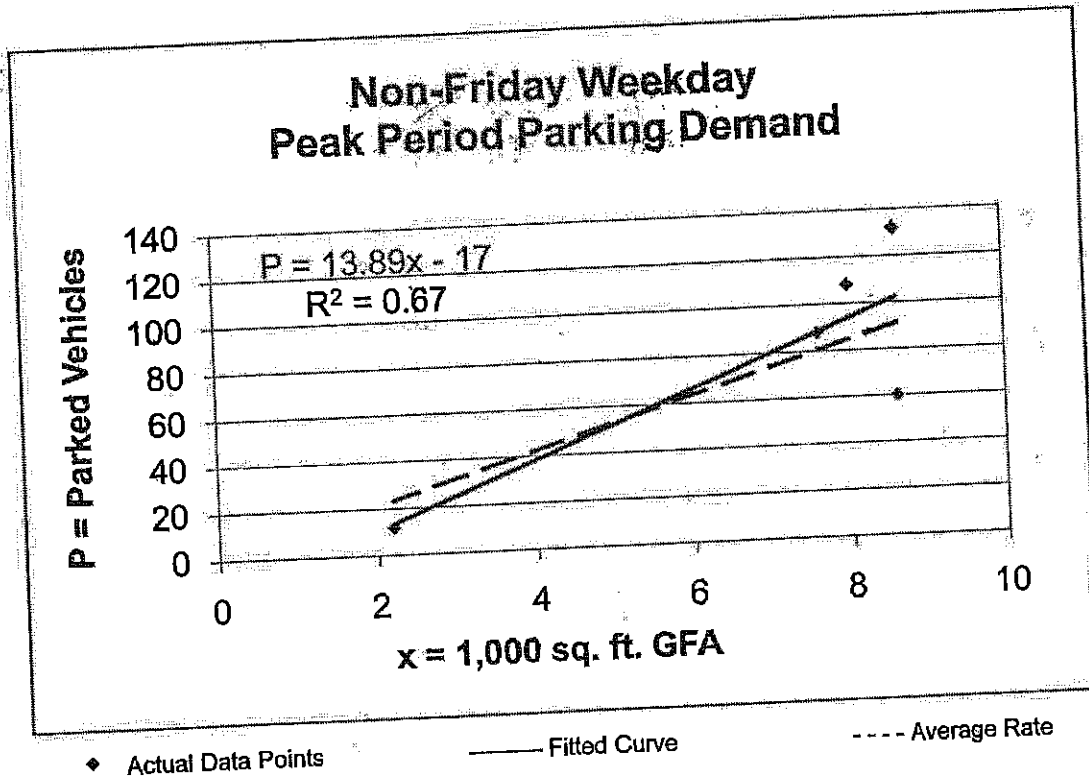
## 4<sup>th</sup> Edition Source Numbers

1118, 1131

# Land Use: 931 Quality Restaurant

**Average Peak Period Parking Demand vs. 1,000 sq. ft. GFA  
On a Non-Friday Weekday**

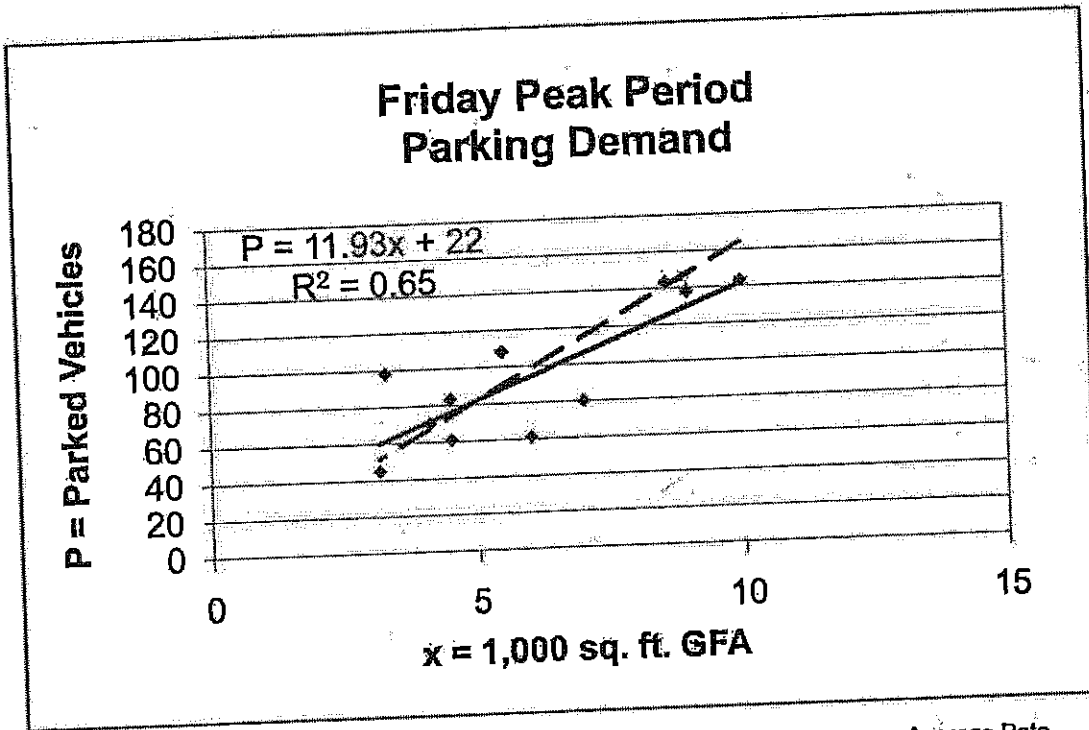
Statistic	Peak Period Demand
	7:00-9:00 p.m.
Peak Period	5
Number of Study Sites	7,000 sq. ft. GFA
Average Size of Study Sites	10.60 vehicles per 1,000 sq. ft. GFA
Average Peak Period Parking Demand	4.23
Standard Deviation	40%
Coefficient of Variation	5.46-15.35 vehicles per 1,000 sq. ft. GFA
Range	14.20 vehicles per 1,000 sq. ft. GFA
85th Percentile	8.40 vehicles per 1,000 sq. ft. GFA
33rd Percentile	



# Land Use: 931 Quality Restaurant

**Average Peak Period Parking Demand vs. 1,000 sq. ft. GFA  
On a: Friday**

Statistic	Peak Period Demand
Peak Period	7:00-8:00 p.m.
Number of Study Sites	11
Average Size of Study Sites	6,000 sq. ft. GFA
Average Peak Period Parking Demand	16.41 vehicles per 1,000 sq. ft. GFA
Standard Deviation	5.20
Coefficient of Variation	32%
Range	10.17-29.70 vehicles per 1,000 sq. ft. GFA
85th Percentile	19.00 vehicles per 1,000 sq. ft. GFA
33rd Percentile	14.30 vehicles per 1,000 sq. ft. GFA



◆ Actual Data Points

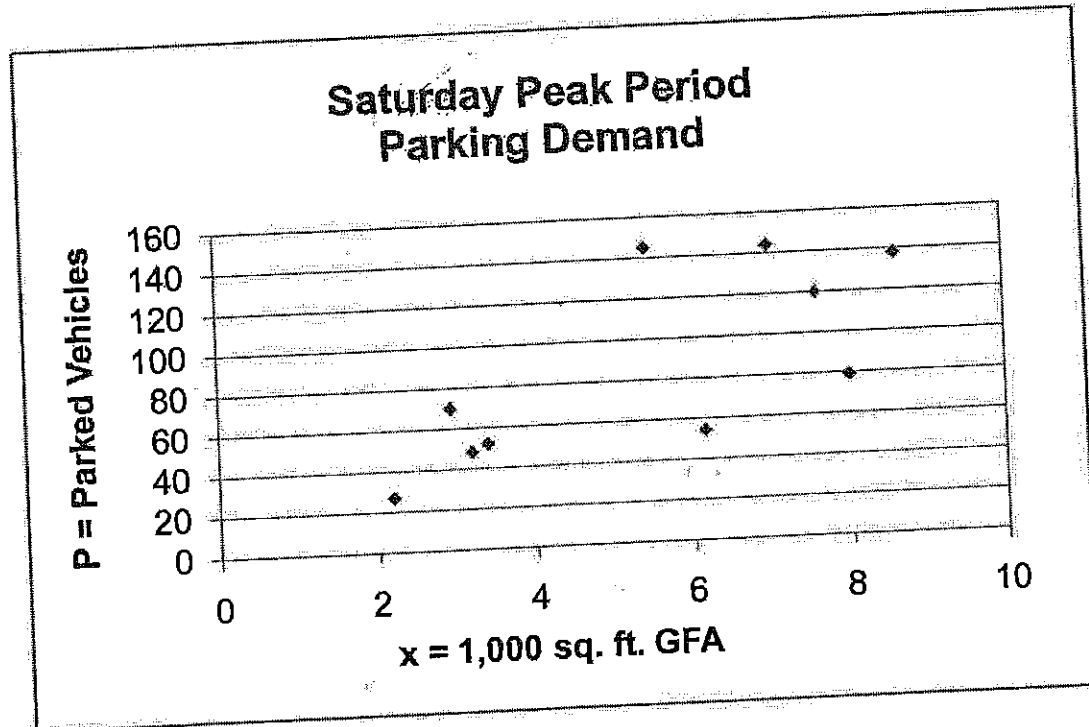
— Fitted Curve

---- Average Rate

# Land Use: 981 Quality Restaurant

Average Peak Period Parking Demand vs. 1,000 sq. ft. GFA  
On a Saturday

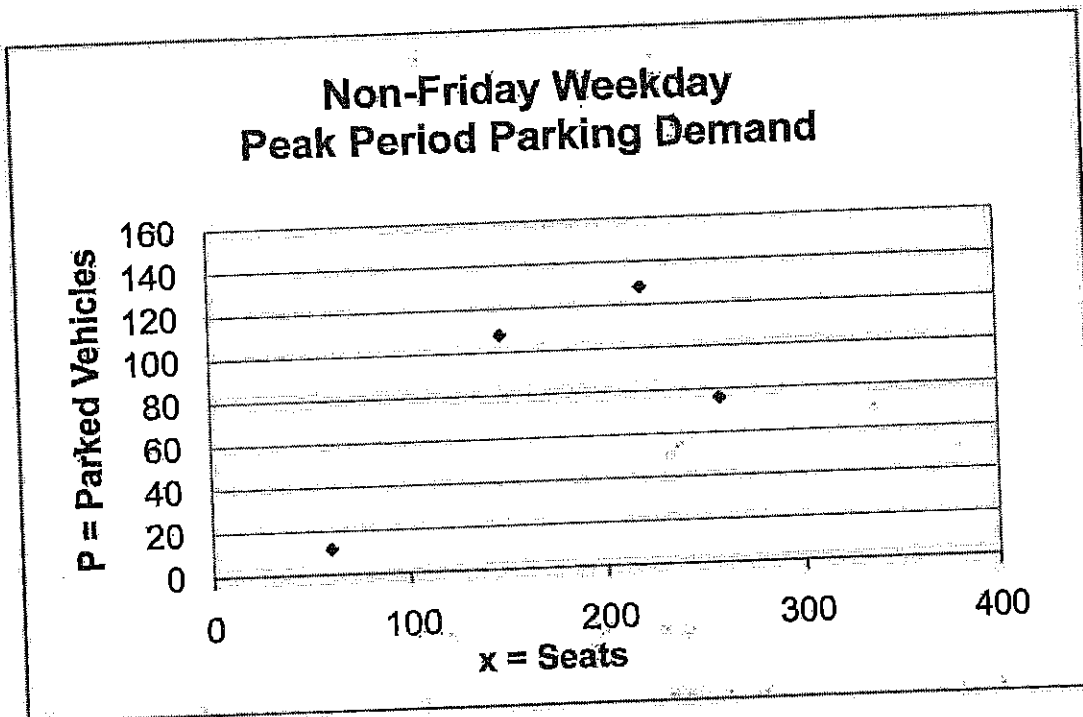
Statistic	Peak Period Demand
Peak Period	7:00-9:00 p.m.
Number of Study Sites	10
Average Size of Study Sites	5,500 sq. ft. GFA
Average Peak Period Parking Demand	16.40 vehicles per 1,000 sq. ft. GFA
Standard Deviation	5.70
Coefficient of Variation	35%
Range	8.77-26.56 vehicles per 1,000 sq. ft. GFA
85th Percentile	22.70 vehicles per 1,000 sq. ft. GFA
33rd Percentile	14.90 vehicles per 1,000 sq. ft. GFA



# Land Use: 931 Quality Restaurant

## Average Peak Period Parking Demand vs. Seats On a Non-Friday Weekday

Statistic	Peak Period Demand
	7:00–8:00 p.m.
Peak Period	4
Number of Study Sites	171 Seats
Average Size of Study Sites	0.47 vehicles per seat
Average Peak Period Parking Demand	0.24
Standard Deviation	52%
Coefficient of Variation	0.20–0.73 vehicles per 1,000 sq. ft. GFA
Range	0.67 vehicles per 1,000 sq. ft. GFA
85th Percentile	0.34 vehicles per 1,000 sq. ft. GFA
33rd Percentile	

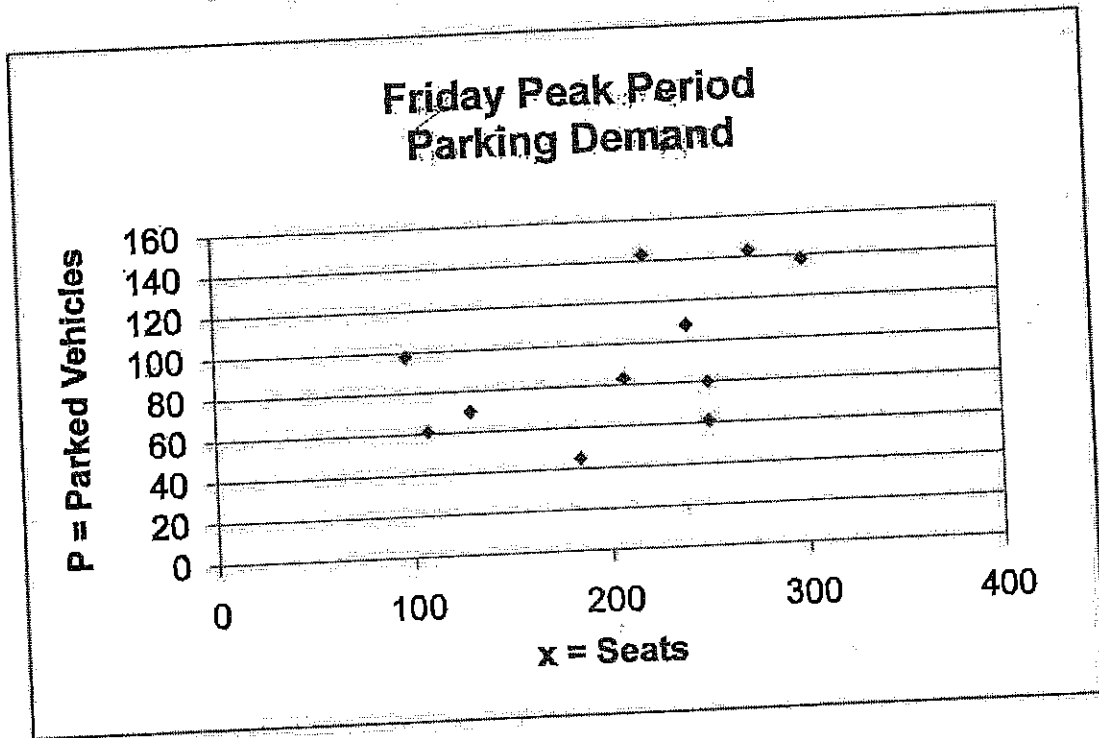




# Land Use: 931 Quality Restaurant

**Average Peak Period Parking Demand vs. Seats  
On a: Friday**

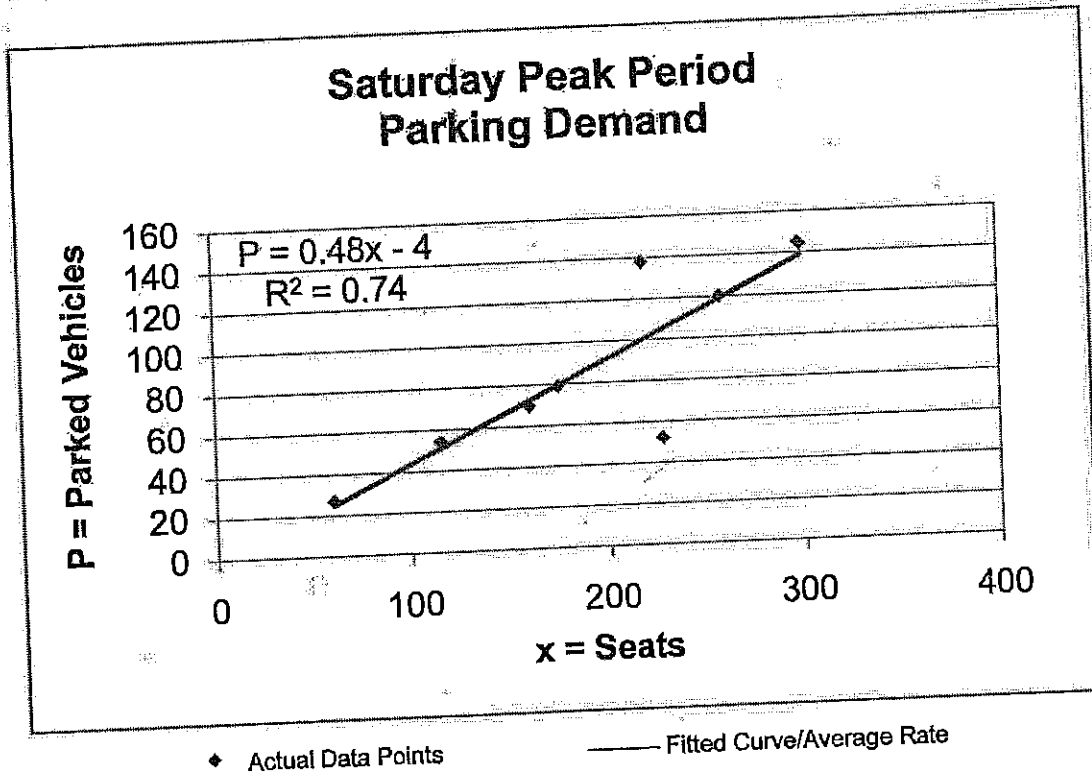
Statistic	Peak Period Demand
Peak Period	7:00-8:00 p.m.
Number of Study Sites	11
Average Size of Study Sites	206 Seats
Average Peak Period Parking Demand	0.49 vehicles per seat
Standard Deviation	0.21
Coefficient of Variation	44%
Range	0.24-1.00 vehicles per 1,000 sq. ft. GFA
85th Percentile	0.61 vehicles per 1,000 sq. ft. GFA
33rd Percentile	0.41 vehicles per 1,000 sq. ft. GFA



# Land Use: 931 Quality Restaurant

## Average Peak Period Parking Demand vs. Seats On a Saturday

Statistic	Peak Period Demand
	7:00-9:00 p.m.
Peak Period	9
Number of Study Sites	219 seats
Average Size of Study Sites	0.46 vehicles per seat
Average Peak Period Parking Demand	0.10
Standard Deviation	23%
Coefficient of Variation	0.23-0.63 vehicles per seat
Range	0.48 vehicles per seat
85th Percentile	0.45 vehicles per seat
33rd Percentile	



# Land Use: 820 Shopping Center

## Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned and managed as a unit. A shopping center's composition is related to its market area in terms of size, location and type of store. A shopping center provides on-site parking facilities sufficient to serve its own parking demands. Specialty retail center (Land Use 814) is a related use.

## Database Description

The independent variable used to describe building size for this land use is 1,000 square feet (sq. ft.) gross leasable area (GLA). This independent variable is commonly used in the shopping center industry and is typically readily available for centers being planned. For smaller centers without an enclosed mall or peripheral buildings, the GLA is generally the same as the gross floor area (GFA) of the building.

The parking demand database includes data from 197 shopping centers. The surveyed shopping centers include strip, neighborhood, community, regional and super regional centers, as defined by the Urban Land Institute<sup>1</sup> (ULI) in the table below. The highest proportion of study sites was community shopping center, followed in order by regional, neighborhood, super regional and strip shopping centers. Some of these centers contained non-merchandising facilities, such as office space, movie theaters, restaurants, post offices, banks, health clubs and recreational facilities (for example, ice skating rinks or indoor miniature golf courses). Some of the shopping centers, in addition to the integrated unit of shops in one building or enclosed around a mall, may have included out parcels (peripheral buildings or pads located on the perimeter of the center, adjacent to the streets and major access points). These buildings were typically drive-in banks, retail stores, restaurants, or small offices.

Center Type	Strip	Neighborhood	Community	Regional	Super Regional
<b>Building Area (GLA)</b>	< 30,000	30,000 to 100,000	100,000 to 400,000	400,000 to 800,000	> 800,000
<b>Typical Anchor and Tenant Type</b>	Small Businesses	Anchored by supermarket and/or drug store with variety of supporting stores	Anchored by general merchandise stores or discount retailer	Anchored by department stores with variety of stores	Anchored by several department stores with variety of stores

*Future data submissions should attempt to provide information on the composition of each study site (types and number of stores within the shopping centers).*

## EXHIBIT B

<sup>1</sup> *Parking Requirements for Shopping Centers*, 2nd Edition, Urban Land Institute, 1999, page 8.

# Land Use: 820 Shopping Center

## Shopping Center Locations

The majority of shopping centers with parking demand data were located in suburban areas (173 study sites), as shown in the table below. Several surveys did not provide area type. Few surveys were submitted for urban shopping centers. Although there were limited data from non-suburban locations, there appeared to be no significant difference in peak parking demand between suburban and rural area sites. There were not adequate data to assess whether parking demand at urban sites was significantly different from that at suburban sites.

Area Type	Strip	Neighborhood	Community	Regional	Super Regional	Total
Suburban	10	31	76	29	27	173
Urban	1	—	1	1	1	4
Rural	—	1	13	6	—	20
Total	11	32	90	36	28	197

## Parking Supply Ratios

Parking supply information was available for 113 study sites. The parking supply ratios by shopping center type are listed below.

Strip	Neighborhood	Community	Regional	Super Regional
4.1	4.7	4.9	5.5	5.1
5 study sites	8 study sites	51 study sites	27 study sites	22 study sites

## Size of Center

Based on each data plot, it was generally noted that as the size of the sites increased the average peak parking demand rate increased (and conversely, the smaller sites tended to have slightly lower parking demand rates than the average). This was particularly noticeable for the December data. However, analyzing the data by the different shopping center types did not display logical reasons to explain the causes for increased parking demand. Therefore, the studies were grouped together for each time period analyzed.

## Transit

An evaluation of both the December and non-December data indicated that shopping centers with access to transit services appeared to have lower peak parking demand than those sites without transit service. Based upon limited data, the range of peak parking demand reductions for sites with transit service compared to sites without transit service ranged from less than 1 percent to as much as 8 percent.

# Land Use: 820 Shopping Center

The following tables present the time-of-day distributions for parking demand.

## December

Hour Beginning	Non-Friday Weekday		Friday		Saturday	
	Percent of Peak Period	Number of Data Points	Percent of Peak Period	Number of Data Points	Percent of Peak Period	Number of Data Points
12:00-4:00 a.m.	—	0	—	0	—	0
5:00 a.m.	—	0	—	0	—	0
6:00 a.m.	—	0	—	0	—	0
7:00 a.m.	9	1	60	1	39	1
8:00 a.m.	16	1	82	3	68	2
9:00 a.m.	55	5	77	7	77	12
10:00 a.m.	57	7	92	7	93	12
11:00 a.m.	84	9	100	7	100	12
12:00 p.m.	84	6	100	7	94	12
1:00 p.m.	83	10	100	7	97	12
2:00 p.m.	94	11	91	7	96	12
3:00 p.m.	90	12	88	7	89	12
4:00 p.m.	81	9	88	7	83	12
5:00 p.m.	93	10	86	7	72	12
6:00 p.m.	100	8	84	7	—	0
7:00 p.m.	93	7	—	0	—	0
8:00 p.m.	96	2	—	0	—	0
9:00 p.m.	87	1	—	0	—	0
10:00 p.m.	—	0	—	0	—	0
11:00 p.m.	—	0	—	0	—	0

\* Subset of database

## Non-December

Hour Beginning	Non-Friday Weekday		Friday		Saturday	
	Percent of Peak Period	Number of Data Points	Percent of Peak Period	Number of Data Points	Percent of Peak Period	Number of Data Points
12:00-4:00 a.m.	—	0	—	0	—	0
5:00 a.m.	—	0	—	0	—	0
6:00 a.m.	—	0	—	0	13	1
7:00 a.m.	5	1	—	0	27	2
8:00 a.m.	18	2	—	0	60	3
9:00 a.m.	38	4	—	5	75	6
10:00 a.m.	68	5	63	6	90	10
11:00 a.m.	91	7	79	9	100	10
12:00 p.m.	100	8	100	10	100	10
1:00 p.m.	97	8	92	10	98	10
2:00 p.m.	95	8	83	10	91	9
3:00 p.m.	88	8	76	10	76	8
4:00 p.m.	78	8	70	11	67	7
5:00 p.m.	62	6	73	10	67	2
6:00 p.m.	64	5	77	10	72	2
7:00 p.m.	77	3	92	4	51	1
8:00 p.m.	70	2	89	4	52	1
9:00 p.m.	42	2	—	0	44	1
10:00 p.m.	—	—	—	0	29	1
11:00 p.m.	—	0	—	0	—	0

\* Subset of database

# Land Use: 820 Shopping Center

## Additional Data

Several shopping center surveys provided data on the amount of restaurant/entertainment/cinema uses within the center. While the ITE data set provides limited means of evaluation on this subject, ULI provides additional information and recommendations on shared parking in the publication *Parking Requirements for Shopping Centers*.<sup>2</sup>

Shopping center parking demand varies by season of the year. To better understand this variation, U.S. Census Bureau data regarding store sales for department stores<sup>3</sup> are shown to provide an understanding of variation in monthly activity. Additionally, data are provided from ITE's *Trip Generation* to document variation in shopping center vehicle trips by month. Both sources point to the significant variation in activity at shopping centers in December.

**Department Store Monthly Sales Variation Data**

Month	Percent of Average Month Department Store Sales (%)	Percent of Average Month Shopping Center Trip Generation (%)
January	78	85
February	82	78
March	93	92
April	93	93
May	98	105
June	94	106
July	91	101
August	98	102
September	88	95
October	95	99
November	118	102
December	173	142

**SOURCE:**

\* Unadjusted Estimates of Monthly Retail and Food Services Sales by Kind of Business: 1999-2008 for land use 4521, Monthly Retail Service Branch, U.S. Census, August 2009. ([www.census.gov/mrts/www/mrts.html](http://www.census.gov/mrts/www/mrts.html))

\*\* *Trip Generation*, 8th Edition. Washington, DC: Institute of Transportation Engineers, 2008. page 1499.

## Study Sites/Years

### Canada:

Calgary, AL (1979); Edmonton, AB (1986); Edmonton, AB (1992)

### United States:

Palo Alto, CA (1972); Indianapolis, IN (1979); Rochester, MN (1979); St. Cloud, MN (1979); Dallas, TX (1981); Glenview, IL (1981); Des Plaines, IL (1981); Niles, IL (1981); Irvine, CA (1981); Dallas, TX (1982); Foster City, CA (1983); Anaheim, CA (1983); Northbrook, IL (1983); Savannah, GA (1983); Highland Park, TX (1984); Munster, IN (1985); Compton, NJ (1985); Glenview, IL (1986); Niles, IL (1986); Greenville, NC (1986); Clearwater, FL (1987); Sunrise, FL (1987); Tarpon Springs, FL (1987); Wilmington, DE (1987); Anaheim, CA (1987); Davie, FL (1987); Hollywood, FL (1987); Cerritos, CA (1988); Cypress, CA (1988); Fairfax, VA (1988); Norwalk, CA (1988); Spring Township, PA (1988); Anaheim, CA (1988); Spring Township, PA (1988); Skokie, IL (1988); East Windsor, NJ (1989); Livermore, CA (1989); Livermore, CA (1989); Clearwater, FL (1990); Tarpon Springs, FL (1990); West Caldwell, NJ (1992); Milpitas, CA (1998); Goleta, CA (2000); Salem, OR (2001); Santa Barbara, CA

<sup>2</sup> *Parking Requirements for Shopping Centers*, 2nd Edition, Urban Land Institute, 1999.

<sup>3</sup> The department stores that compose the U.S. Census data set may not have the same land use characteristics as sites contained in the ITE *Parking Generation* database for this land use.

# Land Use: 820 Shopping Center

(2003); Hamilton, NJ (2004); West Whiteland Township, PA (2004); Cherry Hill, NJ (2005); Cerritos, CA (2006); Lompoc, CA (2006); Santa Barbara, CA (2007); Woburn, MA (2007); New Garden Township, PA (2008); Lower Paxton Township, PA (2008)

## 4<sup>th</sup> Edition Source Numbers

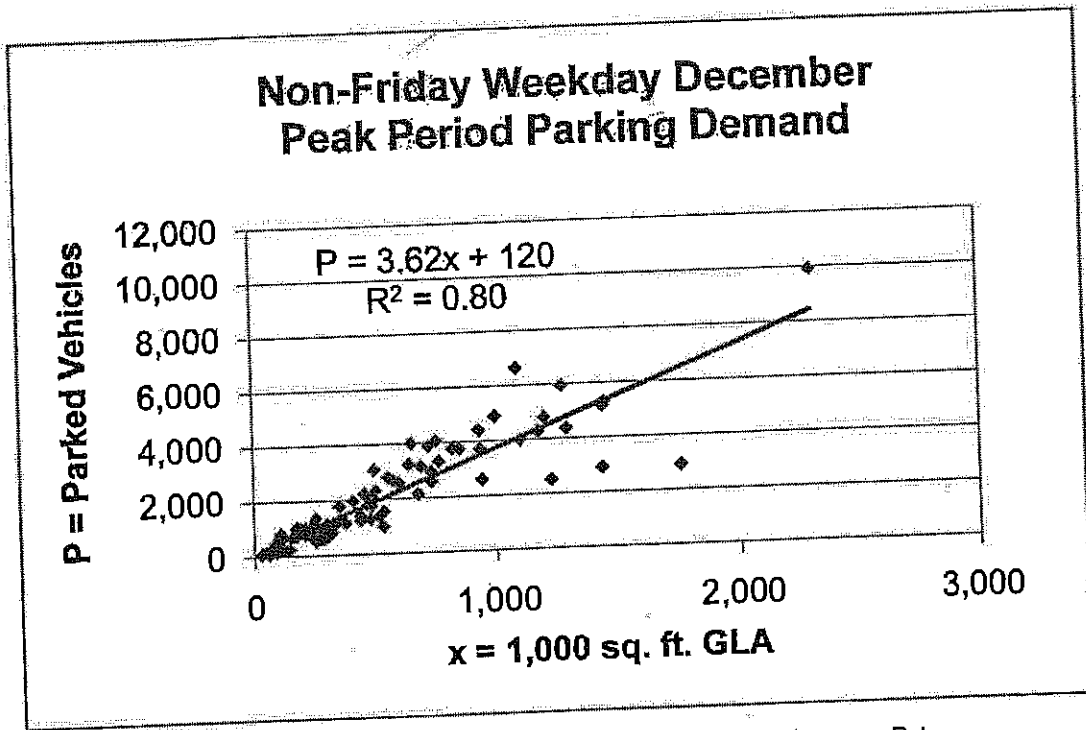
1015, 1131, 1133, 1136, 1138, 1139



# Land Use: 820 Shopping Center

**Average Peak Period Parking Demand vs. 1,000 sq. ft. GLA  
On a: Non-Friday Weekday (December)**

Statistic	Peak Period Demand
	11:00 a.m. - 10:00 p.m.
Peak Period	79
Number of Study Sites	556,000 sq. ft. GLA
Average Size of Study Sites	3.76 vehicles per 1,000 sq. ft. GLA
Average Peak Period Parking Demand	1.28
Standard Deviation	34%
Coefficient of Variation	3.48 - 4.04 vehicles per 1,000 sq. ft. GLA
95% Confidence Interval	1.44 - 7.37 vehicles per 1,000 sq. ft. GLA
Range	5.05 vehicles per 1,000 sq. ft. GLA
85th Percentile	3.15 vehicles per 1,000 sq. ft. GLA
33rd Percentile	



◆ Actual Data Points

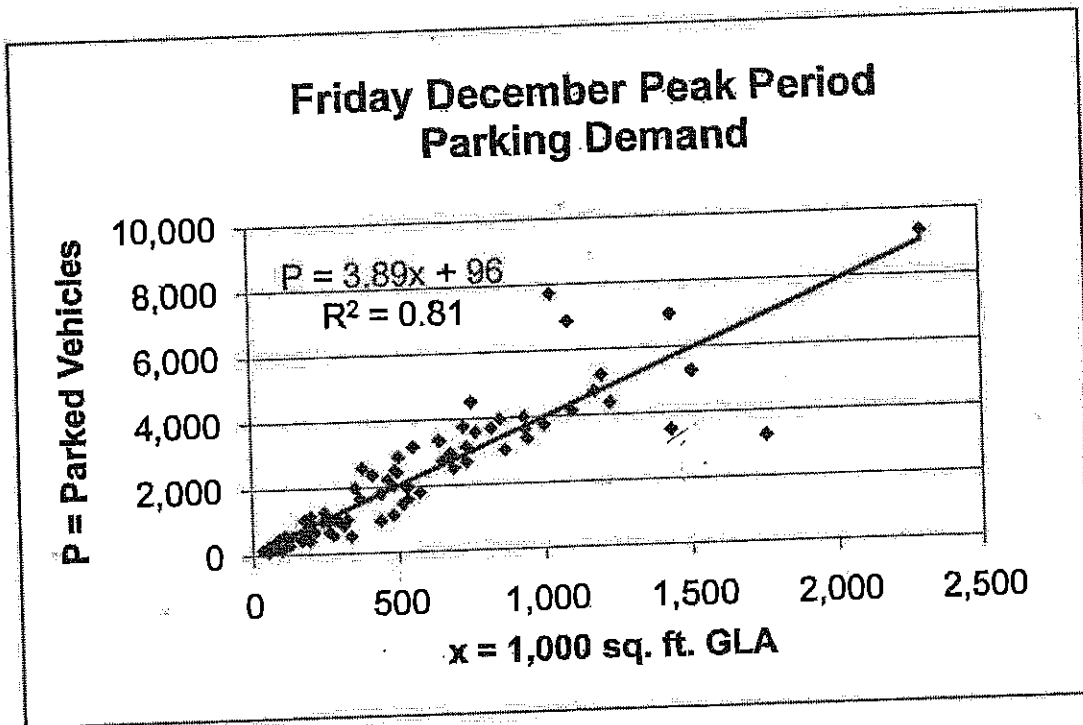
— Fitted Curve/Average Rate



# Land Use: 820 Shopping Center

**Average Peak Period Parking Demand vs. 1,000 sq. ft. GLA  
On a: Friday (December)**

Statistic	Peak Period Demand	
	11:00 a.m.–9:00 p.m.	
Peak Period	82	
Number of Study Sites	525,000 sq. ft. GLA	
Average Size of Study Sites	3.96 vehicles per 1,000 sq. ft. GLA	
Average Peak Period Parking Demand	1.26	
Standard Deviation	32%	
Coefficient of Variation	3.69–4.24 vehicles per 1,000 sq. ft. GLA	
95% Confidence Interval	1.47–7.50 vehicles per 1,000 sq. ft. GLA	
Range	5.23 vehicles per 1,000 sq. ft. GLA	
85th Percentile	3.49 vehicles per 1,000 sq. ft. GLA	
33rd Percentile		



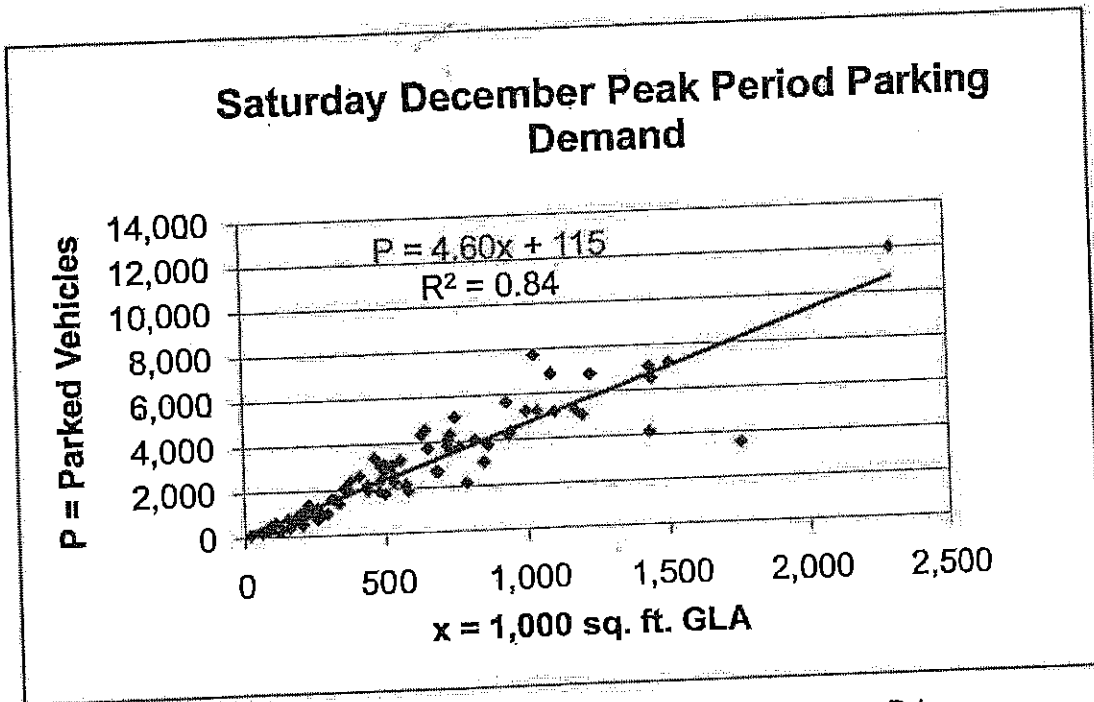
◆ Actual Data Points

— Fitted Curve/Average Rate

# Land Use: 820 Shopping Center

## Average Peak Period Parking Demand vs. 1,000 sq. ft. GLA On a Saturday (December)

Statistic	Peak Period Demand 11:00 a.m.–6:00 p.m.
Peak Period	86
Number of Study Sites	560,200 sq. ft. GLA
Average Size of Study Sites	4.67 vehicles per 1,000 sq. ft. GLA
Average Peak Period Parking Demand	1.21
Standard Deviation	26%
Coefficient of Variation	4.42–4.93 vehicles per 1,000 sq. ft. GLA
95% Confidence Interval	2.01–7.50 vehicles per 1,000 sq. ft. GLA
Range	5.91 vehicles per 1,000 sq. ft. GLA
85th Percentile	4.16 vehicles per 1,000 sq. ft. GLA
33rd Percentile	



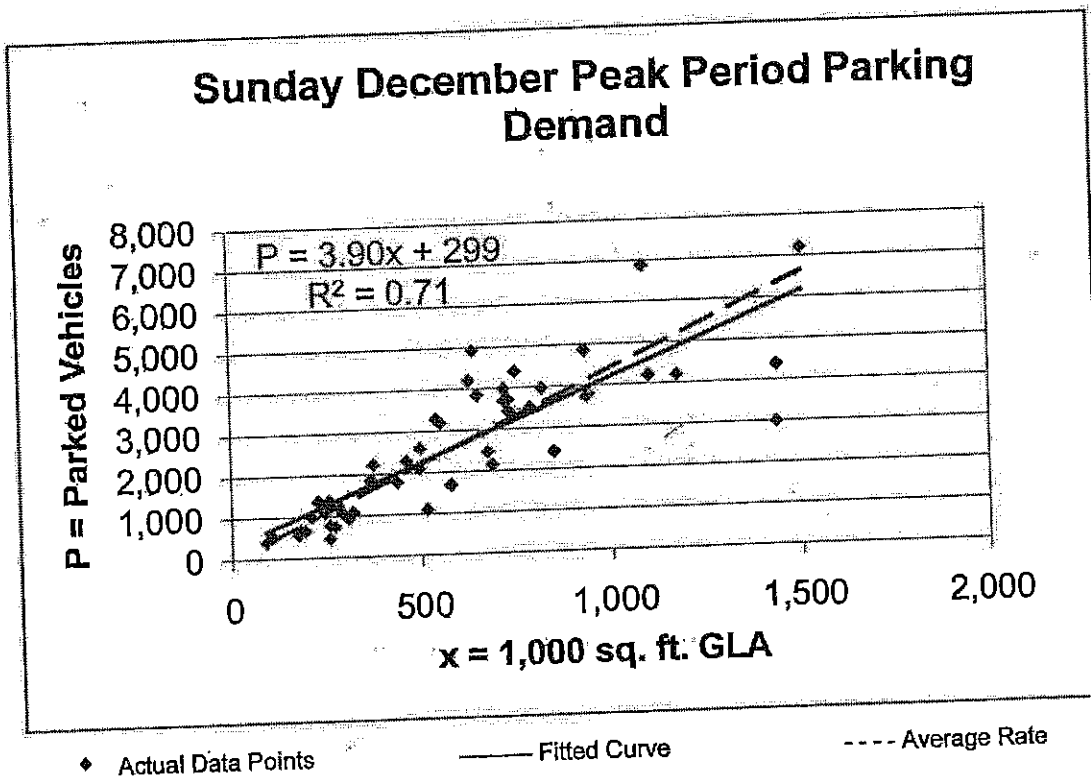
◆ Actual Data Points

— Fitted Curve/Average Rate

# Land Use: 820 Shopping Center

Average Peak Period Parking Demand vs. 1,000 sq. ft. GLA  
On a: Sunday (December)

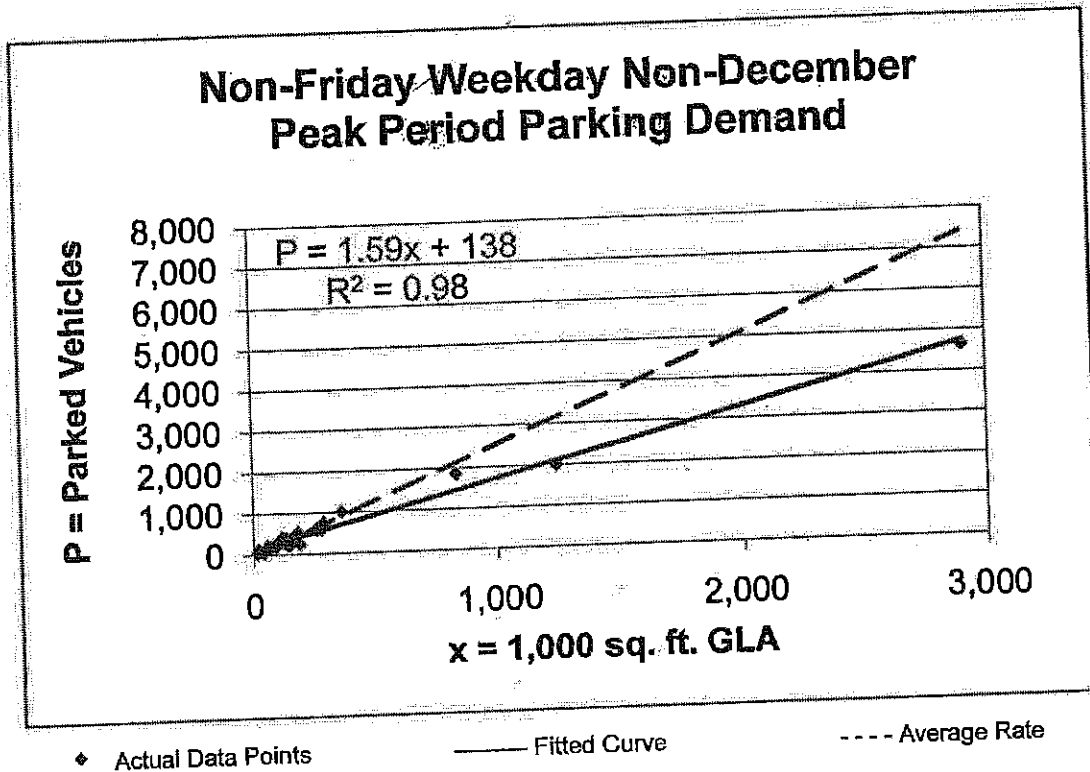
Statistic	Peak Period Demand	
	1:00-4:00 p.m.	
Peak Period	48	
Number of Study Sites	594,000 sq. ft. GLA	
Average Size of Study Sites	4.41 vehicles per 1,000 sq. ft. GLA	
Average Peak Period Parking Demand	1.28	
Standard Deviation	29%	
Coefficient of Variation	4.05-4.78 vehicles per 1,000 sq. ft. GLA	
95% Confidence Interval	1.79-7.67 vehicles per 1,000 sq. ft. GLA	
Range	5.84 vehicles per 1,000 sq. ft. GLA	
85th Percentile	3.77 vehicles per 1,000 sq. ft. GLA	
33rd Percentile		



# Land Use: 820 Shopping Center

**Average Peak Period Parking Demand vs. 1,000 sq. ft. GLA**  
On a: Non-Friday Weekday (Non-December)

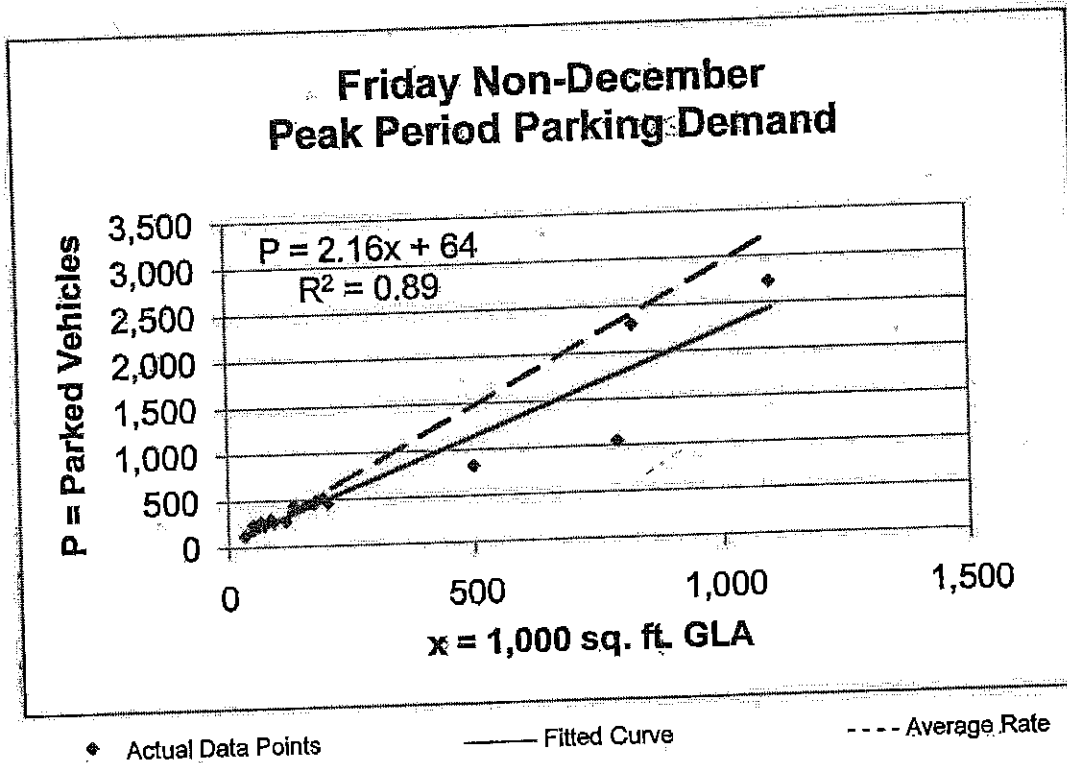
Statistic	Peak Period Demand	
	11:00-3:00 p.m.	6:00-7:00 p.m.
Peak Period	24	
Number of Study Sites	357,700 sq. ft. GLA	
Average Size of Study Sites	2.55 vehicles per 1,000 sq. ft. GLA	
Average Peak Period Parking Demand	0.93	
Standard Deviation	37%	
Coefficient of Variation	1.33-5.58 vehicles per 1,000 sq. ft. GLA	
Range	3.16 vehicles per 1,000 sq. ft. GLA	
85th Percentile	2.20 vehicles per 1,000 sq. ft. GLA	
33rd Percentile		



# Land Use: 820 Shopping Center

**Average Peak Period Parking Demand vs. 1,000 sq. ft. GLA  
On a Friday (Non-December)**

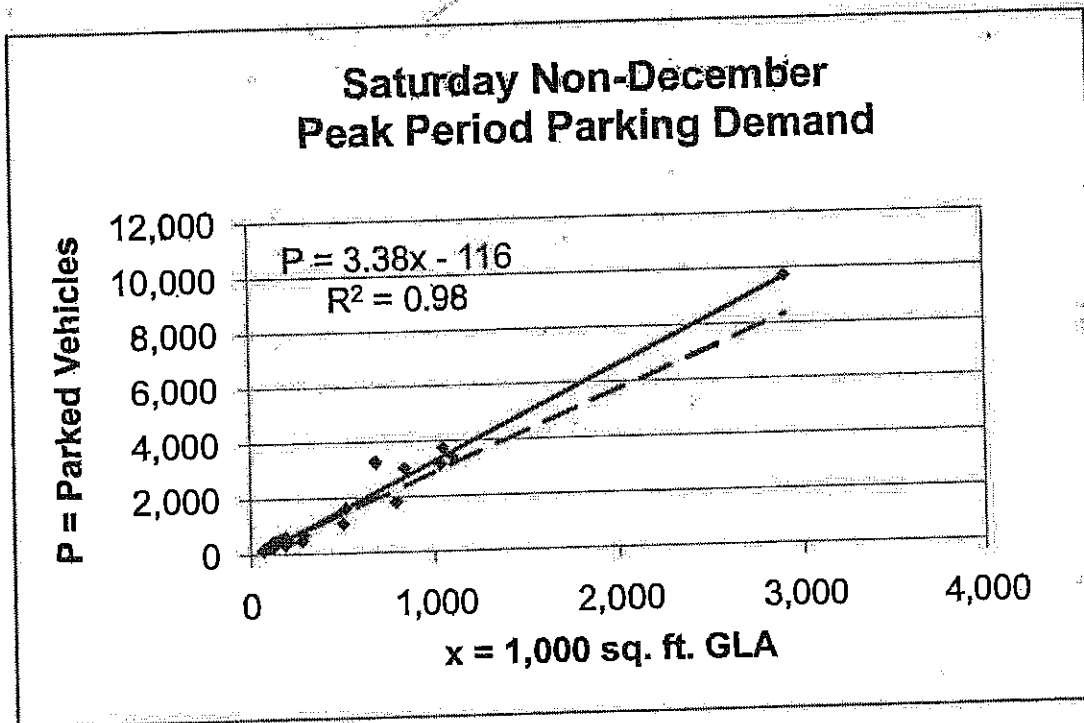
Statistic	Peak Period Demand	
	1:00-2:00 p.m.	
Peak Period	17	
Number of Study Sites	275,000 sq. ft. GLA	
Average Size of Study Sites	2.94 vehicles per 1,000 sq. ft. GLA	
Average Peak Period Parking Demand	0.87	
Standard Deviation	30%	
Coefficient of Variation	1.32-4.66 vehicles per 1,000 sq. ft. GLA	
Range	3.90 vehicles per 1,000 sq. ft. GLA	
85th Percentile	2.61 vehicles per 1,000 sq. ft. GLA	
33rd Percentile		



# Land Use: 820 Shopping Center

**Average Peak Period Parking Demand vs. 1,000 sq. ft. GLA**  
On a: Saturday (Non-December)

Statistic	Peak Period Demand
Peak Period	1:00–2:00 p.m.
Number of Study Sites	26
Average Size of Study Sites	458,000 sq. ft. GLA
Average Peak Period Parking Demand	2.87 vehicles per 1,000 sq. ft. GLA
Standard Deviation	0.70
Coefficient of Variation	24%
95% Confidence Interval	2.60–3.14 vehicles per 1,000 sq. ft. GLA
Range	1.73–4.82 vehicles per 1,000 sq. ft. GLA
85th Percentile	3.40 vehicles per 1,000 sq. ft. GLA
33rd Percentile	2.46 vehicles per 1,000 sq. ft. GLA

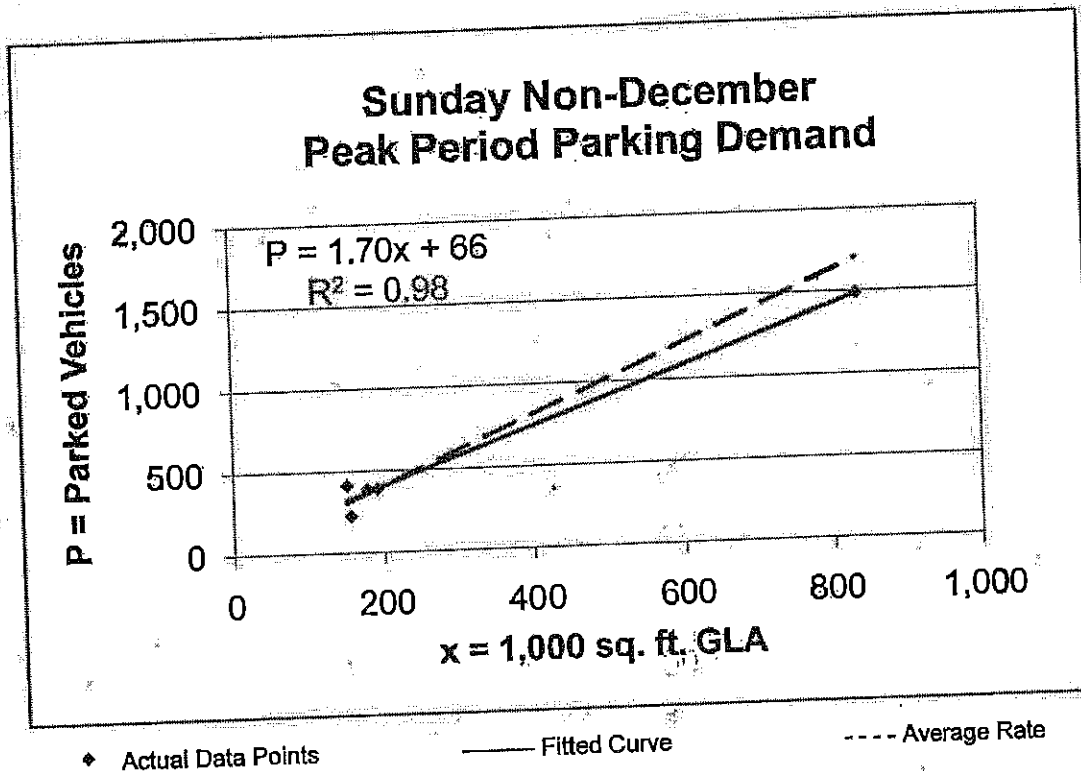


◆ Actual Data Points      — Fitted Curve      ---- Average Rate

# Land Use: 820 Shopping Center

Average Peak Period Parking Demand vs. 1,000 sq. ft. GLA  
On a: Sunday (Non-December)

Statistic	Peak Period Demand
	12:00-3:00 p.m.
Peak Period	5
Number of Study Sites	306,000 sq. ft. GLA
Average Size of Study Sites	2.04 vehicles per 1,000 sq. ft. GLA
Average Peak Period Parking Demand	0.48
Standard Deviation	23%
Coefficient of Variation	1.47-2.75 vehicles per 1,000 sq. ft. GLA
Range	2.39 vehicles per 1,000 sq. ft. GLA
85th Percentile	1.86 vehicles per 1,000 sq. ft. GLA
33rd Percentile	



# Land Use: 222 High-Rise Apartment

## Description

High-rise apartments (rental dwelling units) are units located in rental buildings that have five or more levels (floors) and most likely have one or more elevators. Low/mid-rise apartment (Land Use 221) is a related use.

## Database Description

The database consisted of a mix of central city, not downtown (CND) and urban central business district (CBD) sites. Parking demand rates at the CND sites differed from those at the CBD sites and, therefore, the data were analyzed separately.

- Average parking supply ratio: 2.0 parking spaces per dwelling unit at the CND sites. Parking availability was not provided for the CBD sites.

All study sites were within three blocks of transit service.

Parking demand counts were submitted between 12:00 and 5:00 a.m. on a weekday.

The two CBD sites had 740 and 940 dwelling units and peak parking demand rates of 0.34 and 0.56 parked vehicles per dwelling unit, respectively. The parking demand information from these sites was excluded from the data plots and analysis.

***Parking surveys of apartments should attempt to obtain information on occupancy rate. Future parking surveys should also indicate the number of levels contained in the apartment building as well as the number of bedrooms for each unit.***

## Study Sites/Years

Chicago, IL (1969); Chicago, IL (1978); San Diego, CA (1996)

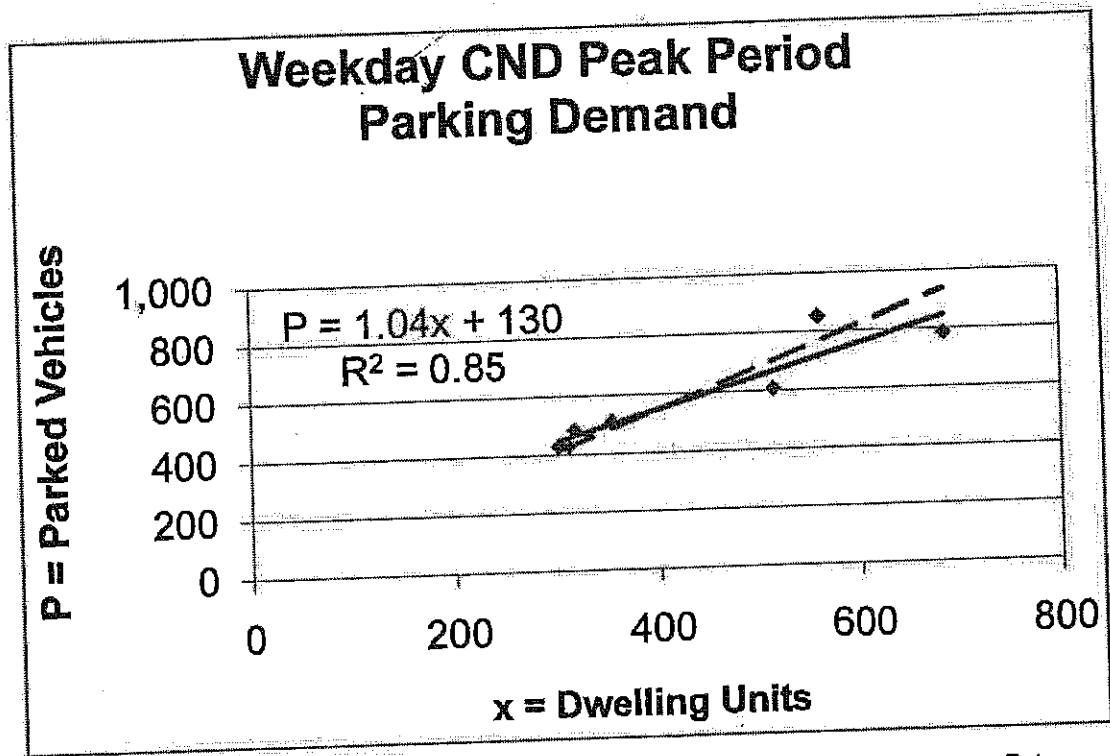
## EXHIBIT C



# Land Use: 222 High-Rise Apartment

**Average Peak Period Parking Demand vs. Dwelling Units**  
**On a Weekday**  
**Location: Central City, Not Downtown**

Statistic	Peak Period Demand
Peak Period	12:00-5:00 a.m.
Number of Study Sites	7
Average Size of Study Sites	435 dwelling units
Average Peak Period Parking Demand	1.37 vehicles per dwelling unit
Standard Deviation	0.15
Coefficient of Variation	11%
Range	1.15-1.52 vehicles per dwelling unit
85th Percentile	1.52 vehicles per dwelling unit
33rd Percentile	1.38 vehicles per dwelling unit



◆ Actual Data Points      — Fitted Curve      - - - Average Rate

**Description:**

ksf = thousand square feet

Projected Parking Supply: 288			Mode Adjustment				Noncapable Ratio				
Land Use	Quantity	Max Parking Spaces		Weekday		Weekend		Weekday		Weekend	
		Weekday	Weekend	Daytime	Evening	Daytime	Evening	Daytime	Evening	Daytime	Evening
Community Shopping Center (<400 ksf)	15,000 sf GLA	44	48	100%	100%	100%	100%	100%	100%	100%	100%
Employee		11	12	100%	100%	100%	100%	100%	100%	100%	100%
Regional Shopping Center (400 to 600 ksf)	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Super Regional Shopping Center (>600 ksf)	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Fine/Casual Dining Restaurant	10,000 sf GLA	153	170	100%	100%	100%	100%	100%	100%	100%	100%
Employee		28	30	100%	100%	100%	100%	100%	100%	100%	100%
Family Restaurant	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Fast Food Restaurant	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Nightclub	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Cinema	seats	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Performing Arts Theater	seats	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Arena	seats	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Pro Football Stadium	seats	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Pro Baseball Stadium	seats	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Health Club	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Convention Center	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Hotel-Business	rooms	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Hotel-Leisure	rooms	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Restaurant/Lounge	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Conference Ctr/Banquet (20 to 50 sq ft/guest room)	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Convention Space (>50 sq ft/guest room)	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Residential, Rental, Shared Spaces	270 units	135	135	100%	100%	100%	100%	100%	100%	100%	100%
Reserved	1 sp/unit	270	270	100%	100%	100%	100%	100%	100%	100%	100%
Guest	370 units	41	41	100%	100%	100%	100%	100%	100%	100%	100%
Residential, Owned, Shared Spaces	units	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Reserved	1 sp/unit	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Guest	units	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Office <25 ksf	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Office 25 to 100 ksf	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Office 100 to 500 ksf	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Office >500 ksf	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Data Processing Office	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Medical/Dental Office	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Bank (Branch) with Drive-In	sf GLA	0	0	100%	100%	100%	100%	100%	100%	100%	100%
Employee		0	0	100%	100%	100%	100%	100%	100%	100%	100%
Subtotal Customer/Guest Spaces			238								
Subtotal Employee/Resident Spaces			174								
Subtotal Reserved Spaces			270								
Total Parking Spaces			882								



Recommended Parking Ratios						
Spaces required per unit land use						
Land Use	Weekday		Weekend		Unit	
	Visitor	Employee	Visitor	Employee	Visitor	Employee
Community Shopping Center (<400 ksf)	2.90	0.70	3.20	0.80	3.20	0.80
Regional Shopping Center (400 to 600 ksf)	Linear 2.9 < x < 3.2		3.60	0.90		
Super Regional Shopping Center (>600 ksf)	15.25	2.75	17.00	3.00	17.00	3.00
Fine/Casual Dining Restaurant	9.00	1.50	12.75	2.25	12.75	2.25
Family Restaurant	12.75	2.25	12.00	2.00	12.00	2.00
Fast Food Restaurant	15.25	1.25	17.50	1.50	17.50	1.50
Nightclub	0.19	0.01	0.26	0.01	0.26	0.01
Cineplex	0.30	0.07	0.33	0.07	0.33	0.07
Performing Arts Theater	0.27	0.03	0.30	0.03	0.30	0.03
Arena	0.30	0.01	0.30	0.01	0.30	0.01
Pro Football Stadium	0.31	0.01	0.34	0.01	0.34	0.01
Pro Baseball Stadium	6.60	0.40	5.50	0.25	5.50	0.25
Health Club	5.50	0.50	5.50	0.50	5.50	0.50
Convention Center	1.00	0.25	0.90	0.18	0.90	0.18
Hotel-Business	0.90	0.25	1.00	0.18	1.00	0.18
Hotel-Leisure	10.00		10.00		10.00	
Restaurant/Lounge	30.00		30.00		30.00	
Conference Ctr/Banquet (20 to 50 sq ft/guest room)	20.00		10.00		10.00	
Convention Space (>50 sq ft/guest room)	0.15	1.50	0.15	1.50	0.15	1.50
Residential, Rental, Shared Spaces *	0.15	1.7	0.15	1.7	0.15	1.7
Residential, Owned, Shared Spaces *	0.30	3.5	0.03	0.35	0.03	0.35
Office <25 ksf	Linear 0.3 < x < 0.25					
Office 25 to 100 ksf	Linear 0.25 < x < 0.2					
Office 100 to 500 ksf	0.20	2.60	0.02	0.26	0.02	0.26
Office >500 ksf	0.25	5.75	0.03	0.58	0.03	0.58
Data Processing Office	3.00	1.50	3.00	1.50	3.00	1.50
Medical/Dental Office	3.00	1.60	3.00	1.60	3.00	1.60
Bank (Branch) with Drive-In						

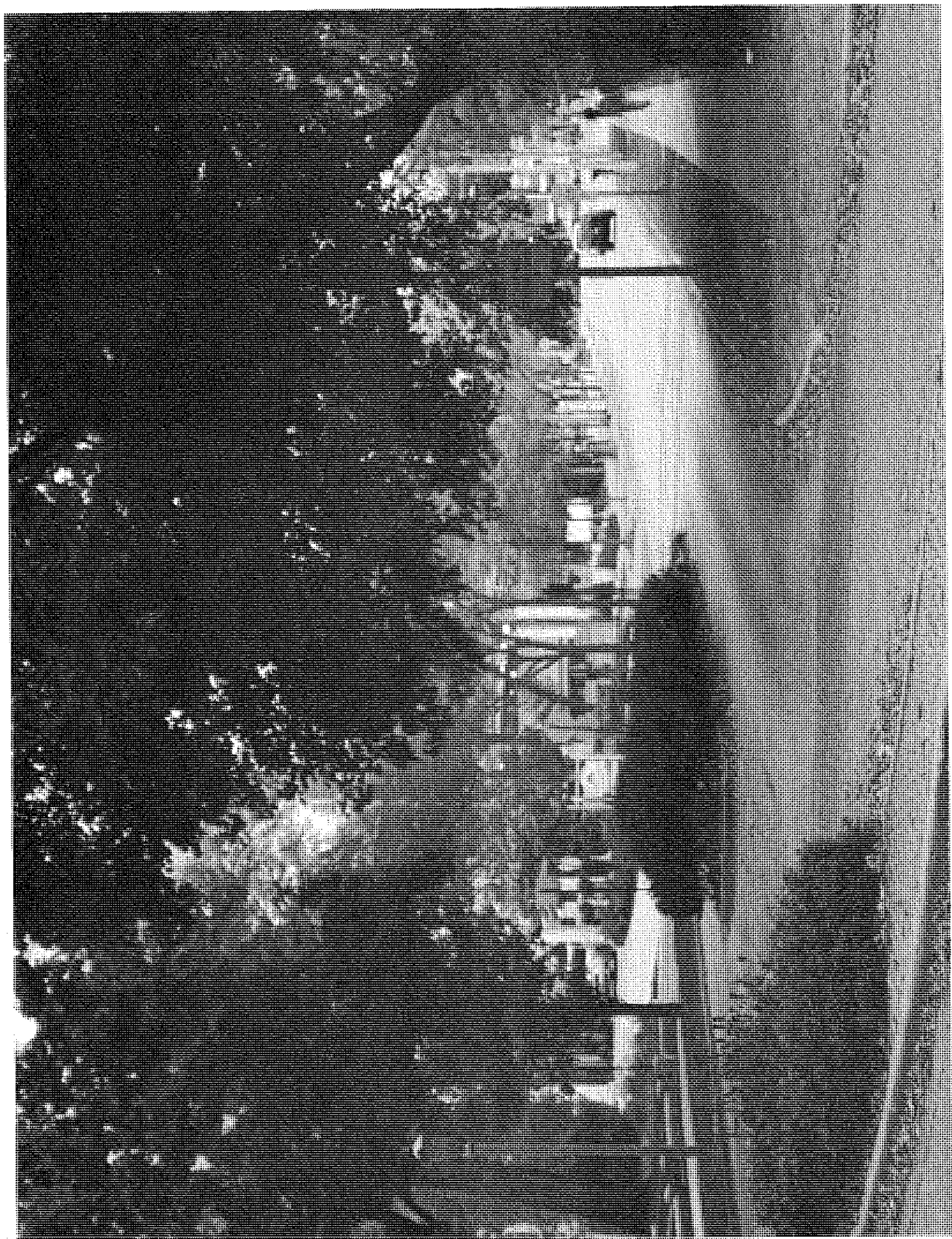
# LAKE + FOREST

NOVEMBER 03, 2011 PRESENTATION

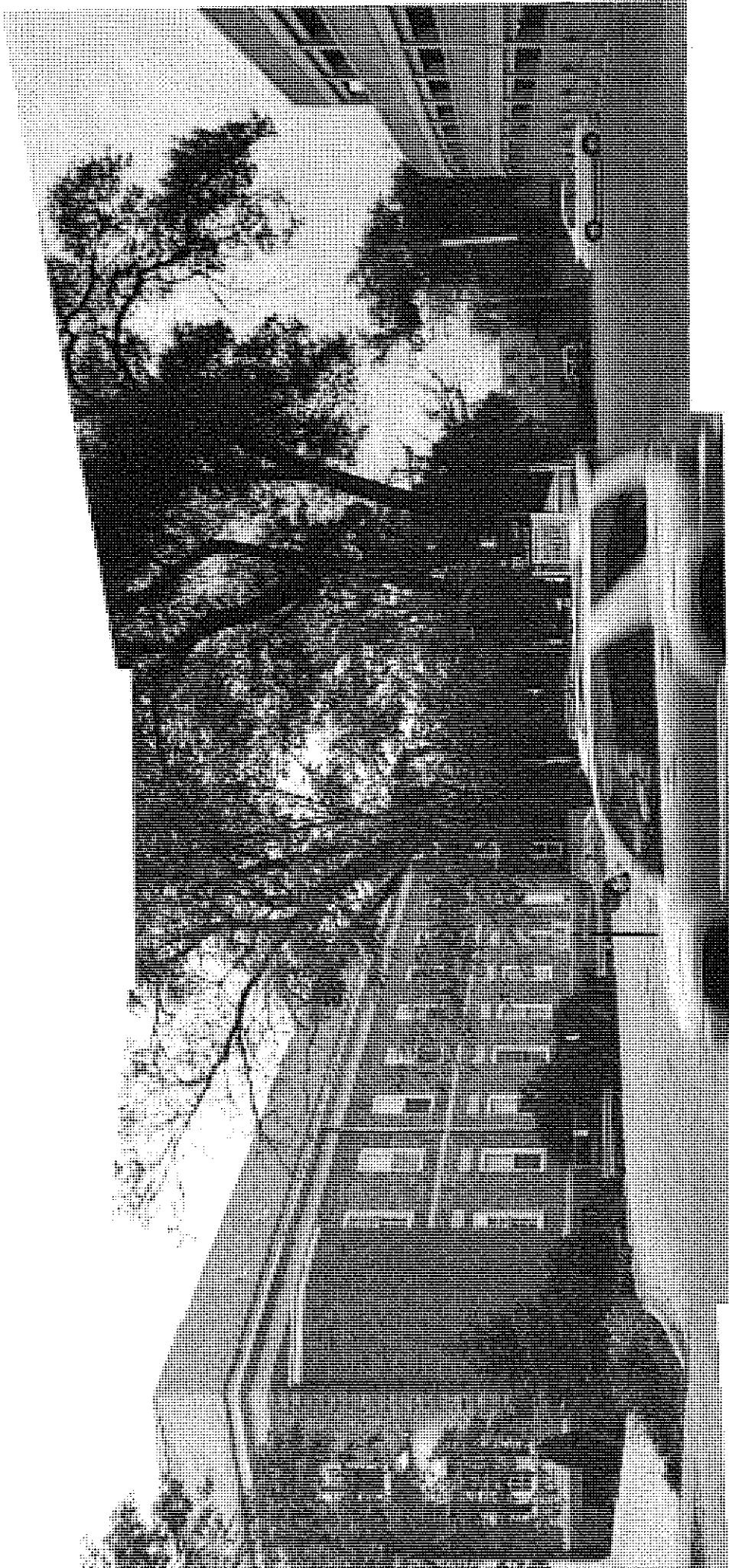
LAKE + FOREST  
940-954 WEST LAKE STREET  
PLANNED DEVELOPMENT  
11.03.2011

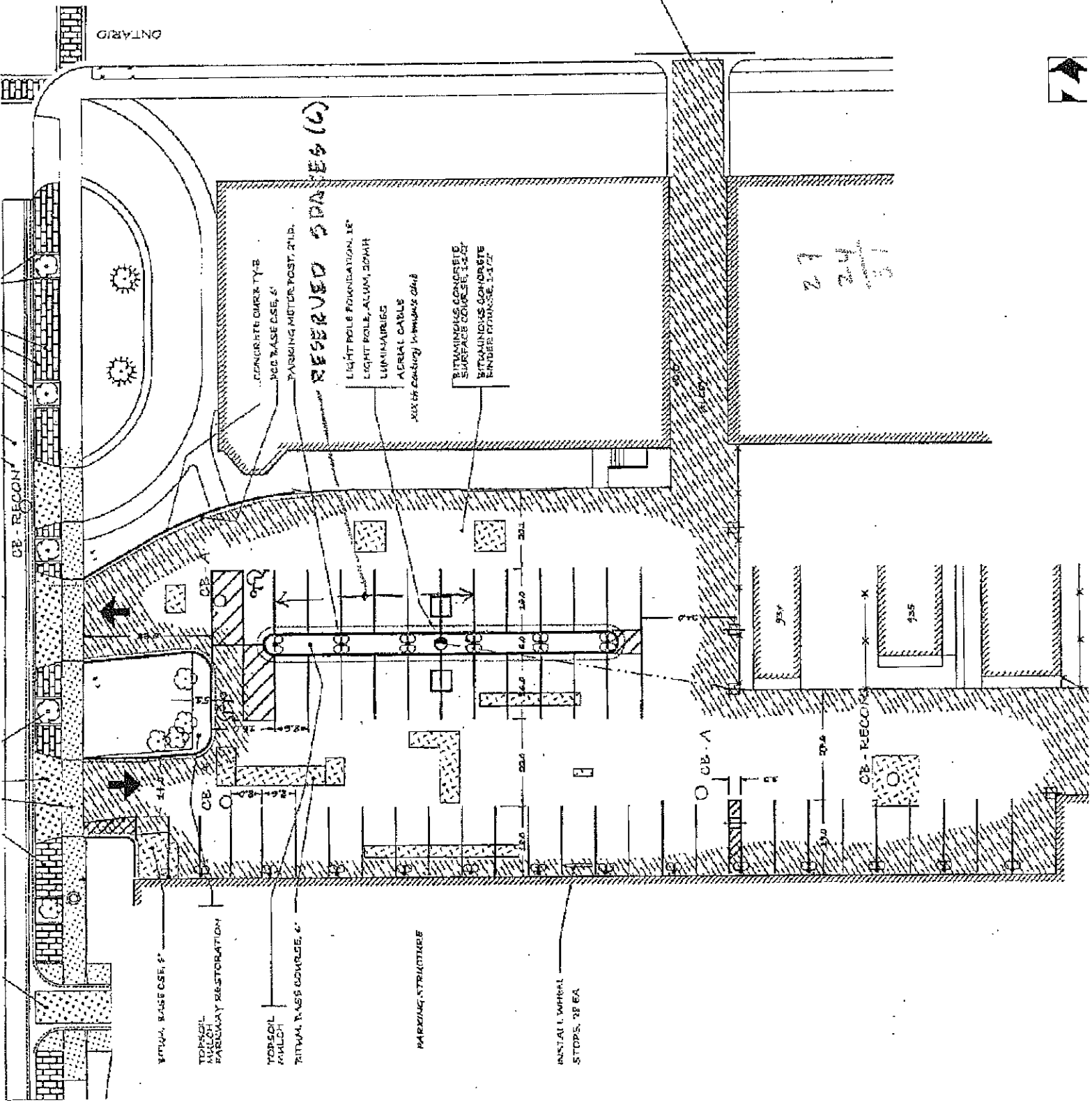
SERTUS CAPITAL PARTNERS, LLC  
PROPERTY ACQUISITION & DEVELOPMENT

Gensler  
CORPORATE









RESERVED SPACES (G)

CONCRETE CURB, 12" x 12" x 6" BASE COURSE, 6" PARKING METER POST, 21" DIA.

LIGHT POLE FOUNDATION, 18" LIGHT POLE, ALUM. DOWN LUMINAIRIES AERIAL CABLE AXES BY CANTILEY W/ MINORS 0.4x8

BITUMINOUS CONCRETE SURFACE COURSE, 1.5" BITUMINOUS CONCRETE SANDS FINISH, 1.5" x 1.5"

27  
24  
31

TOPSOIL MULCH PARKINGWAY RESTORATION

ASPHALT BASE COURSE, 6"

PARKING STRUCTURE

INSTALL AERIAL STOPS, 28 EA

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OB - RECON

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935

OB - RECON

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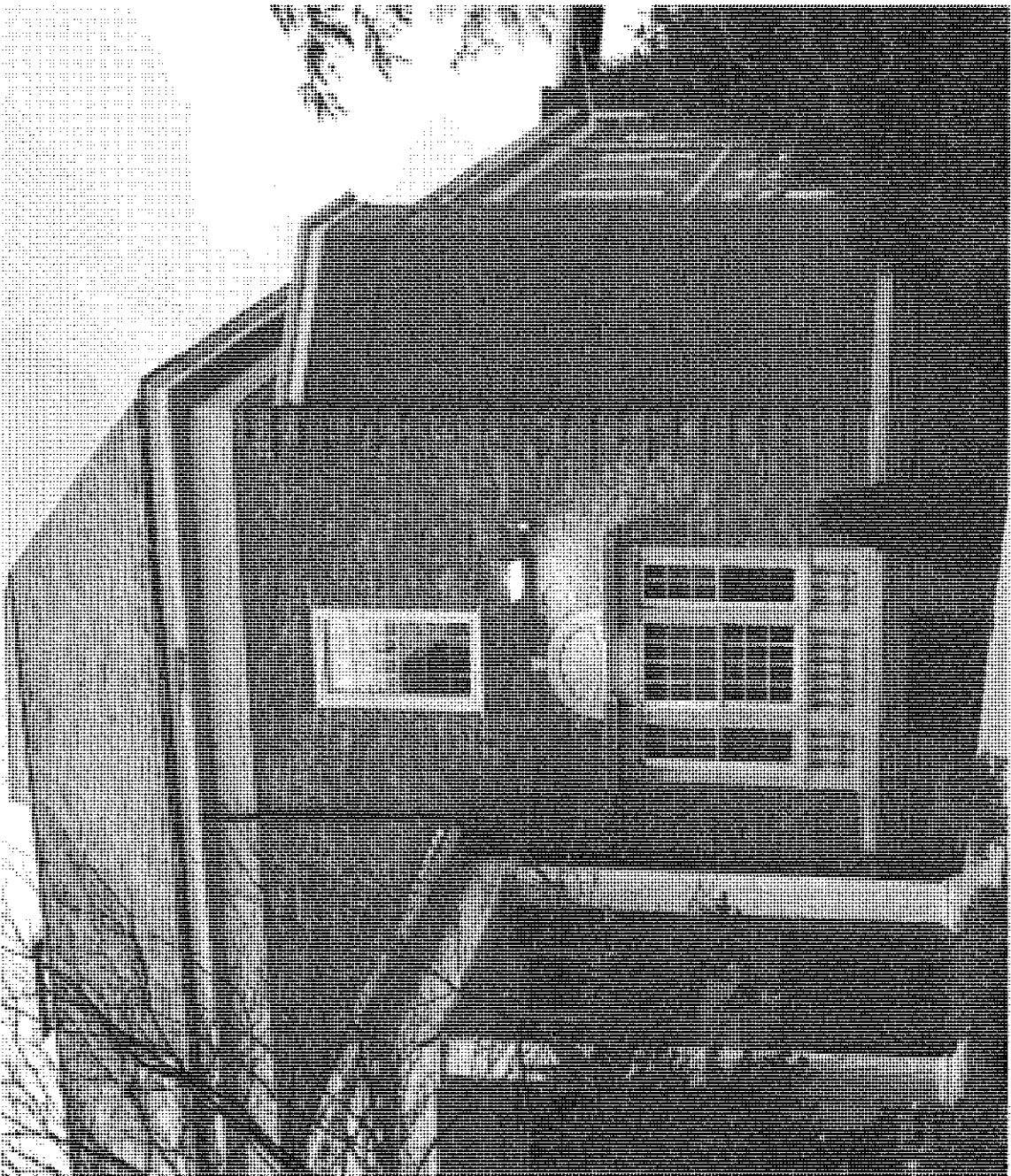
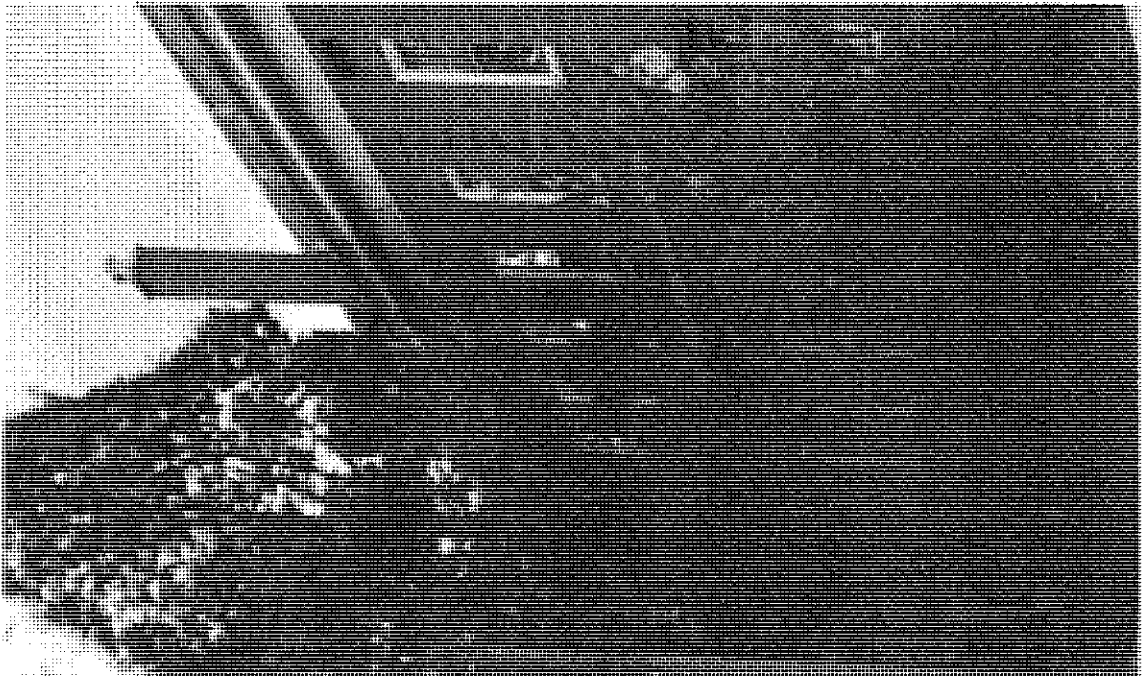
OB - A

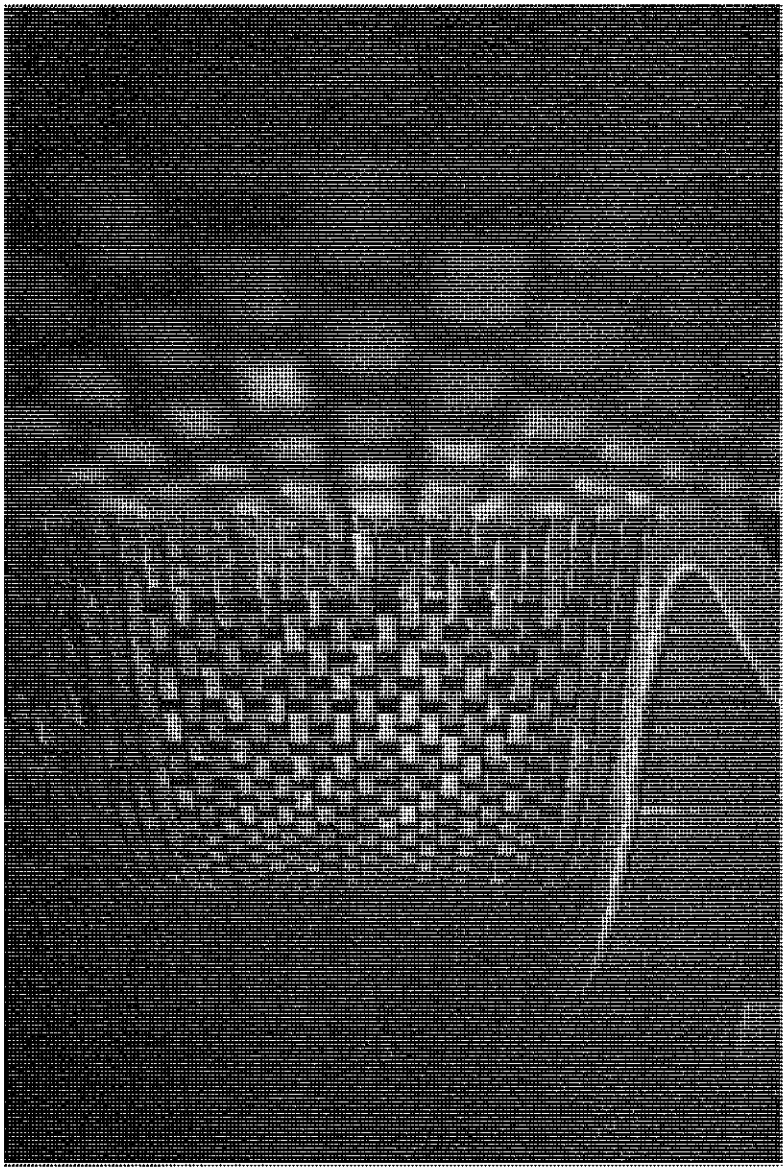
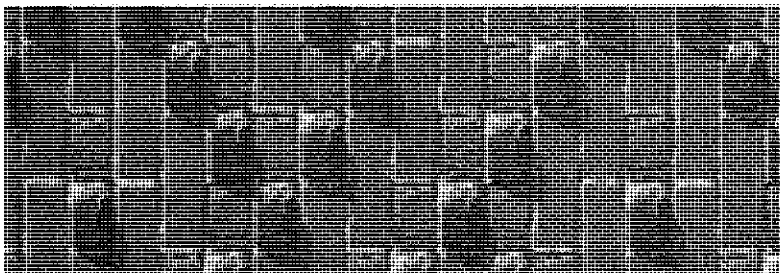
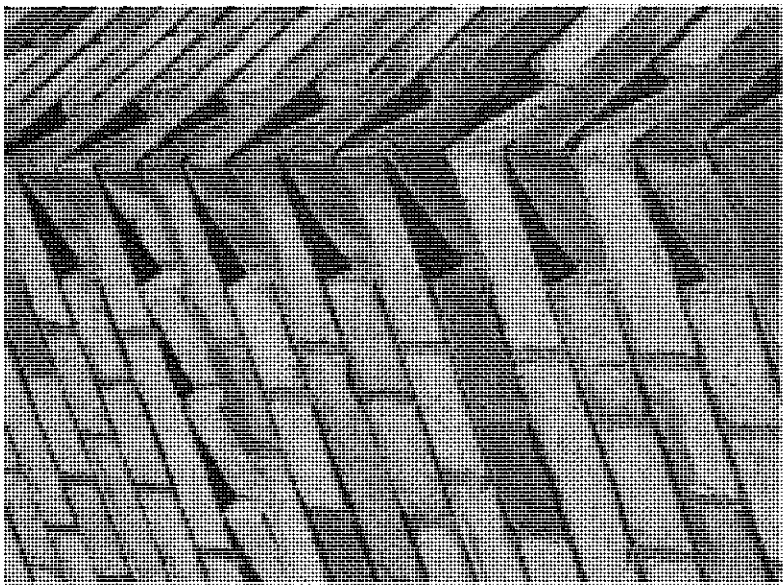
OB - A

OB - A



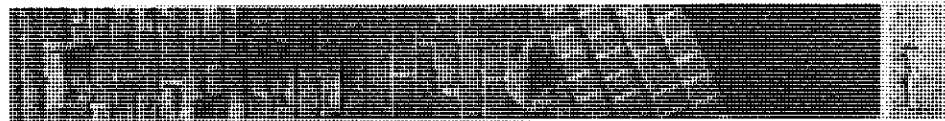
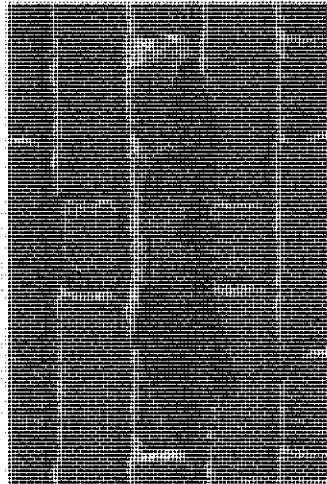
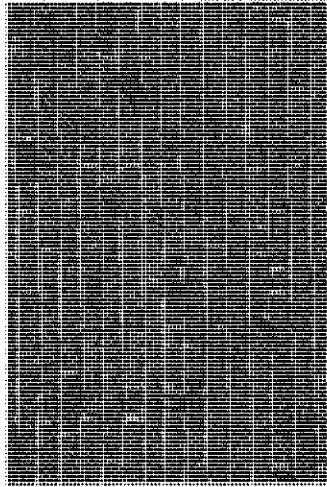
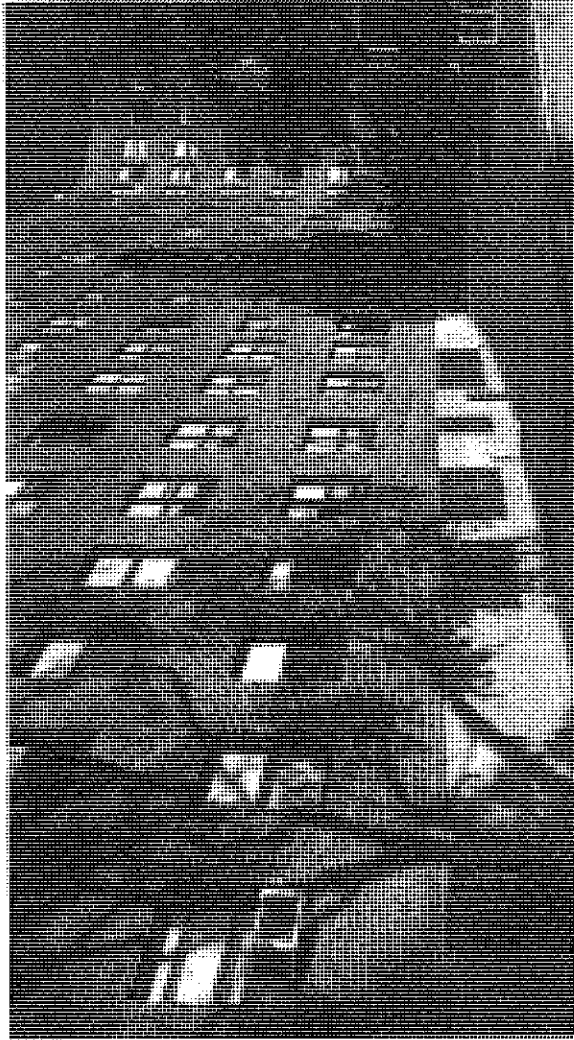
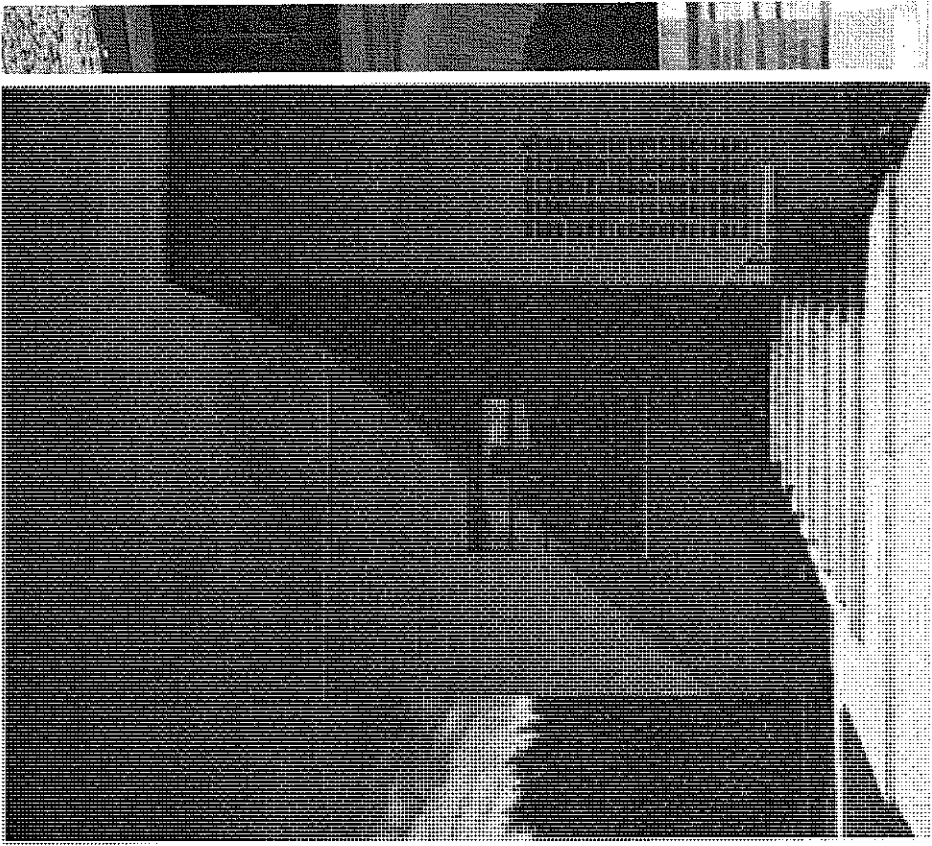




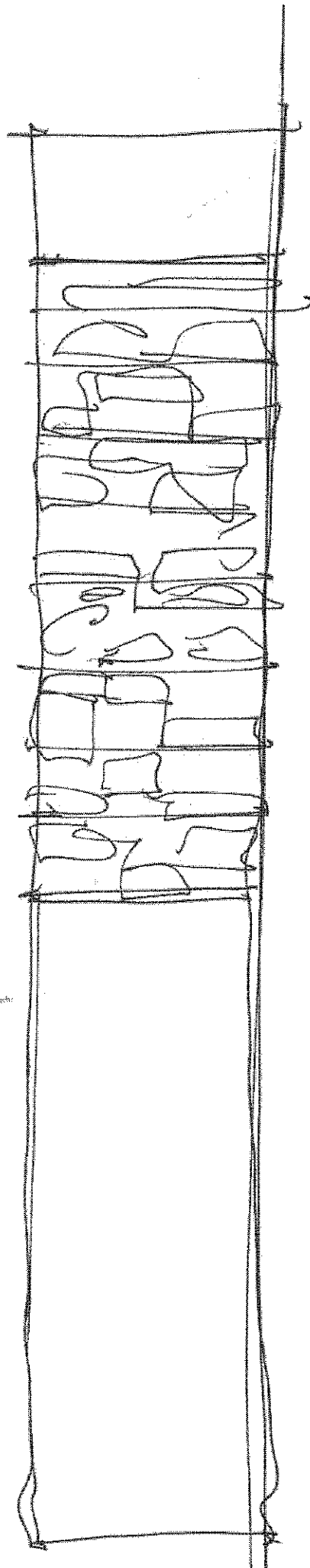


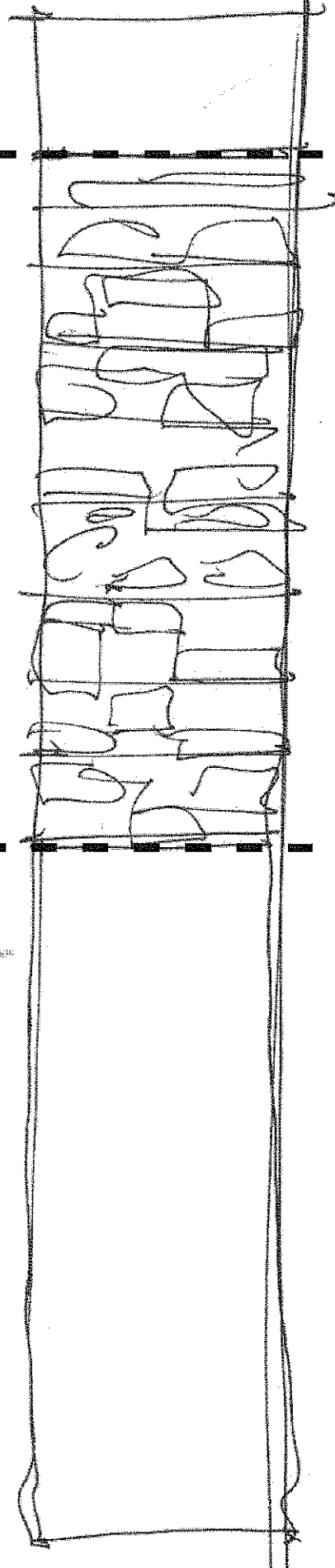
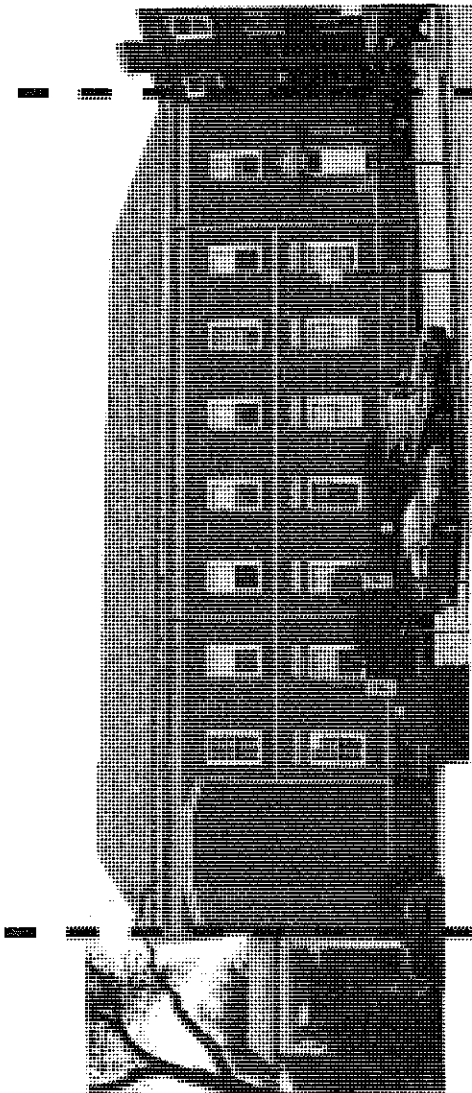
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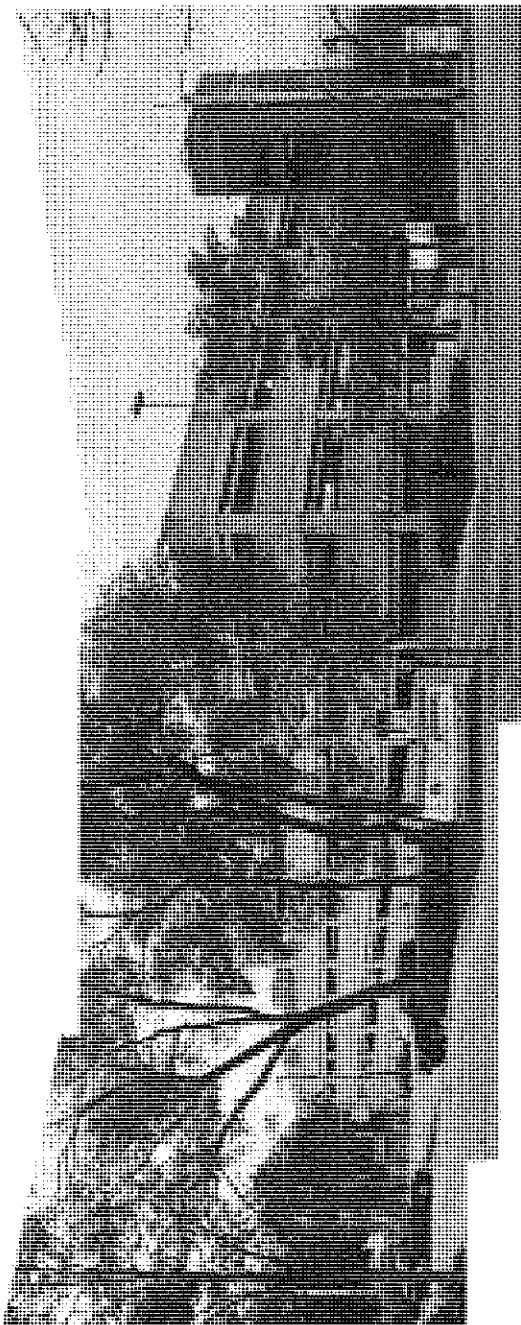
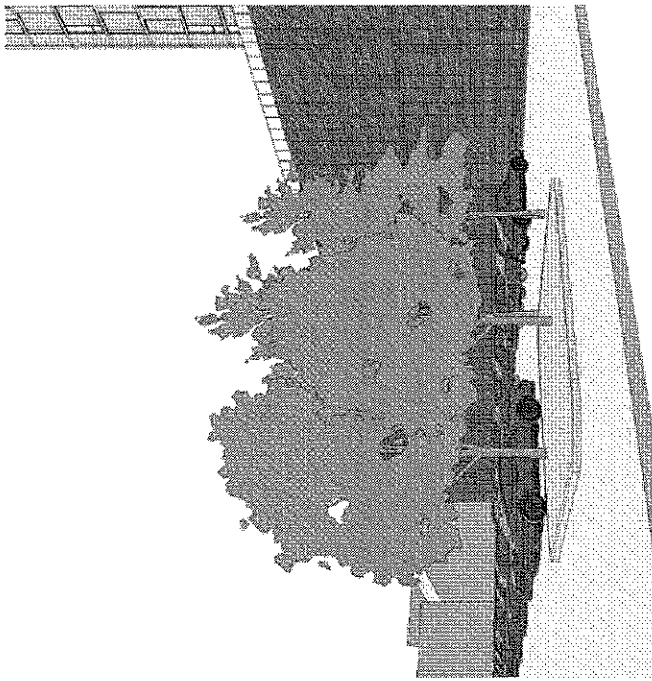
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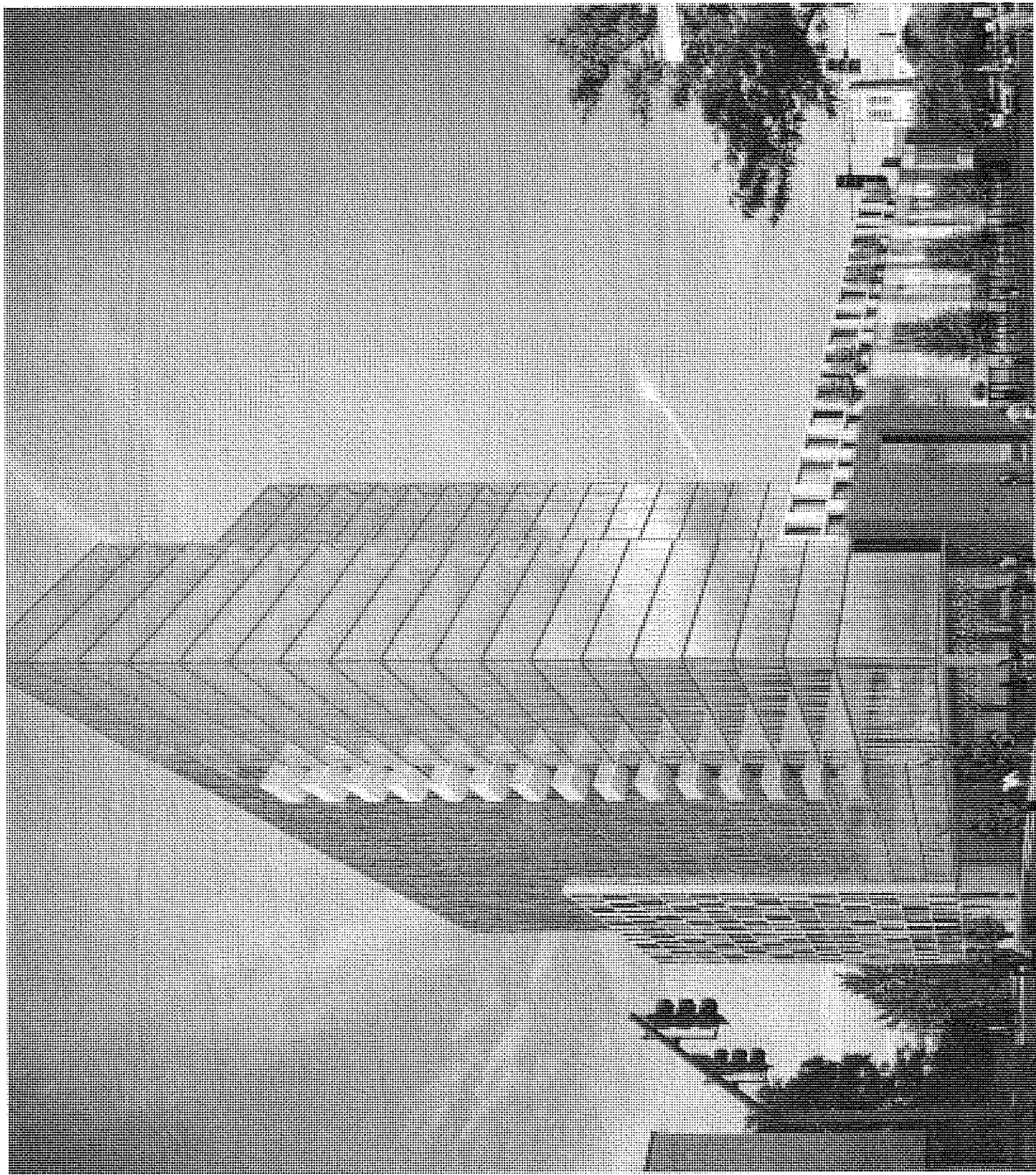


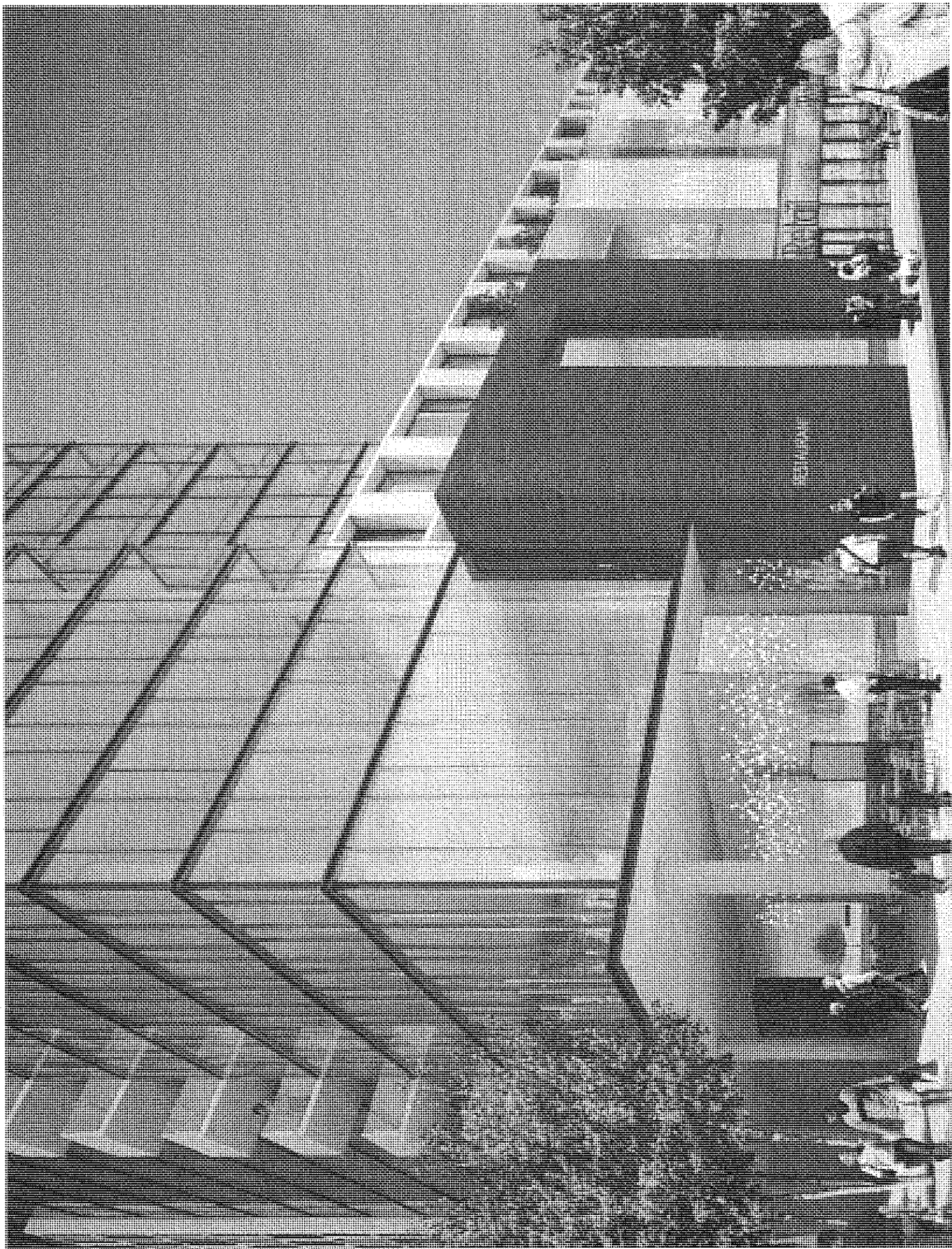
19th CENTURY HOUSE

NEW NORTH

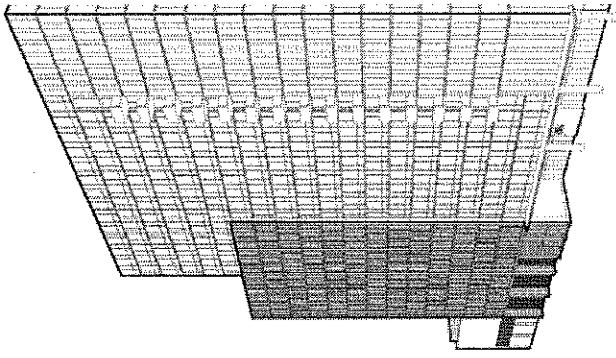
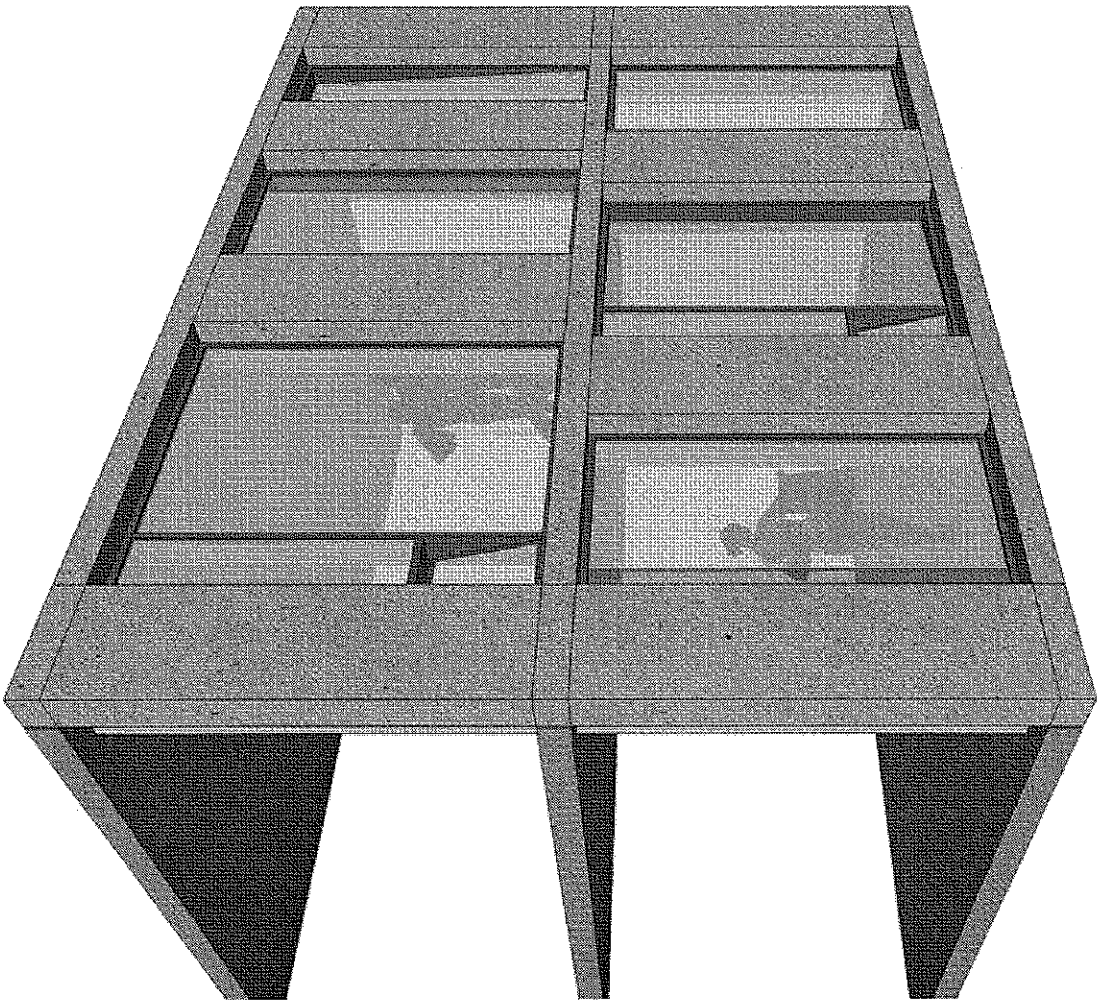




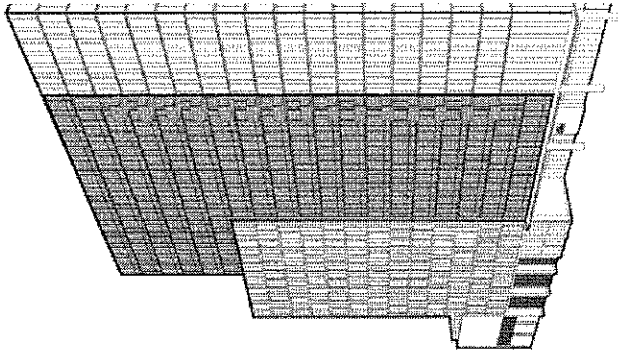
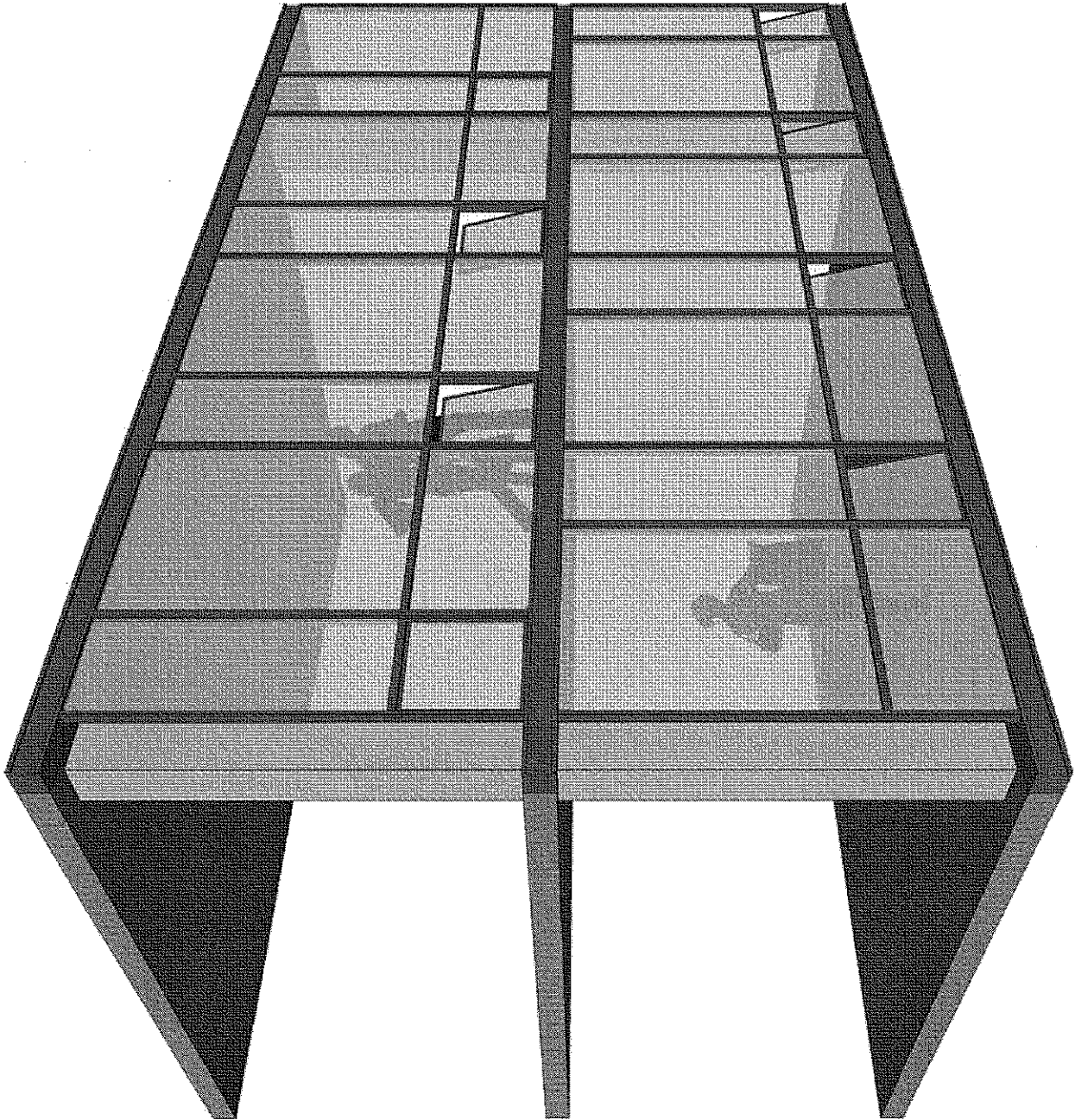






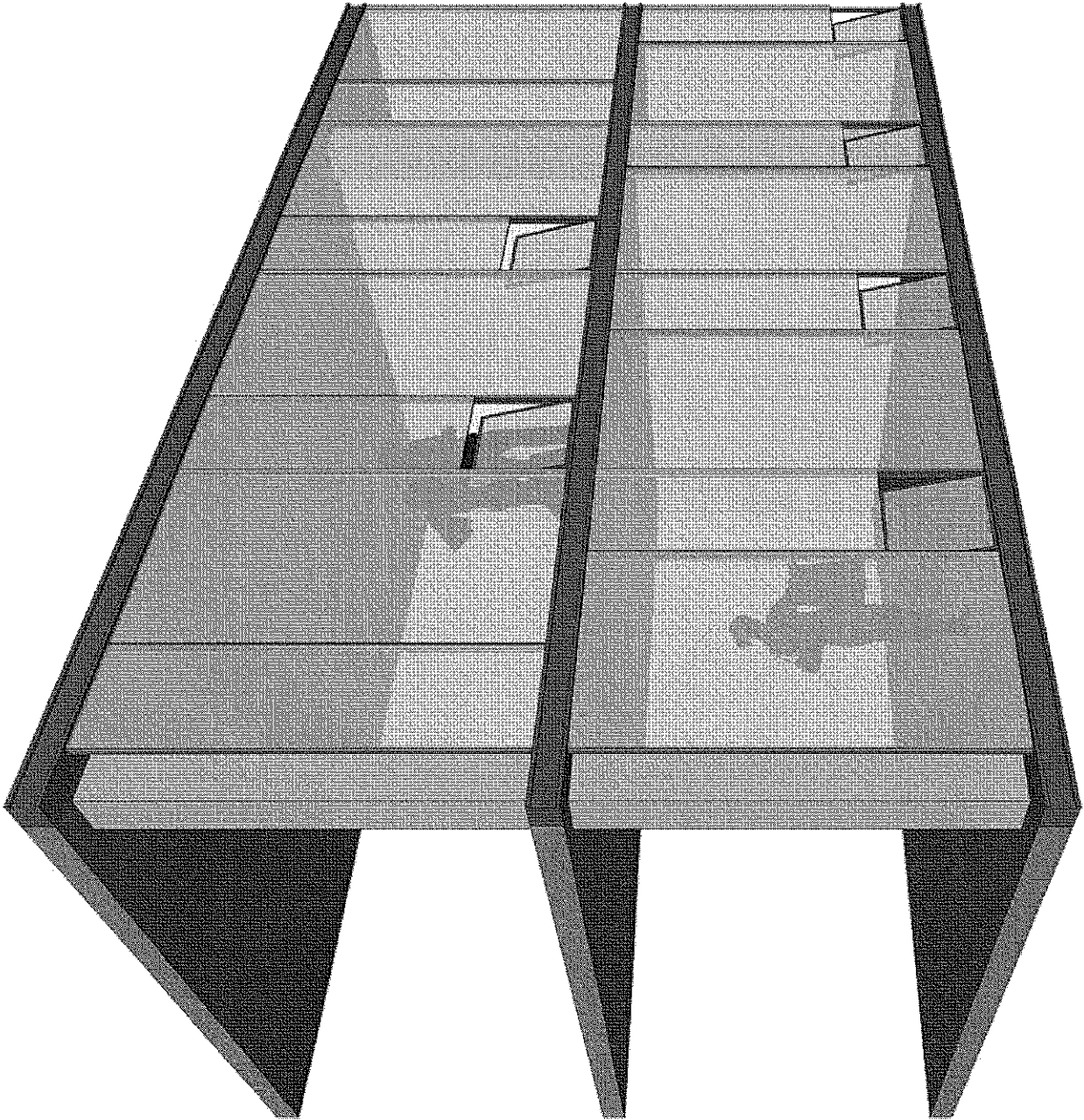
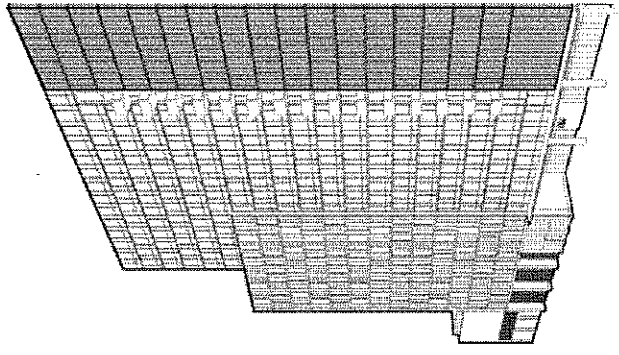


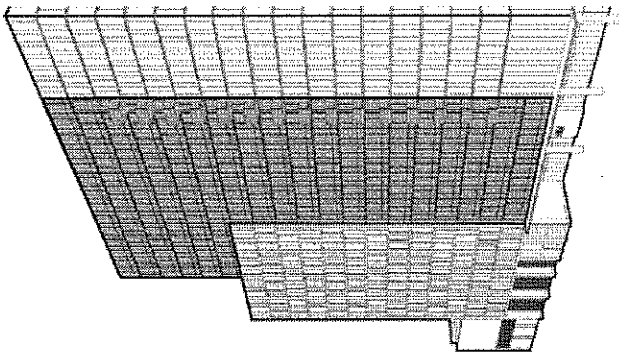
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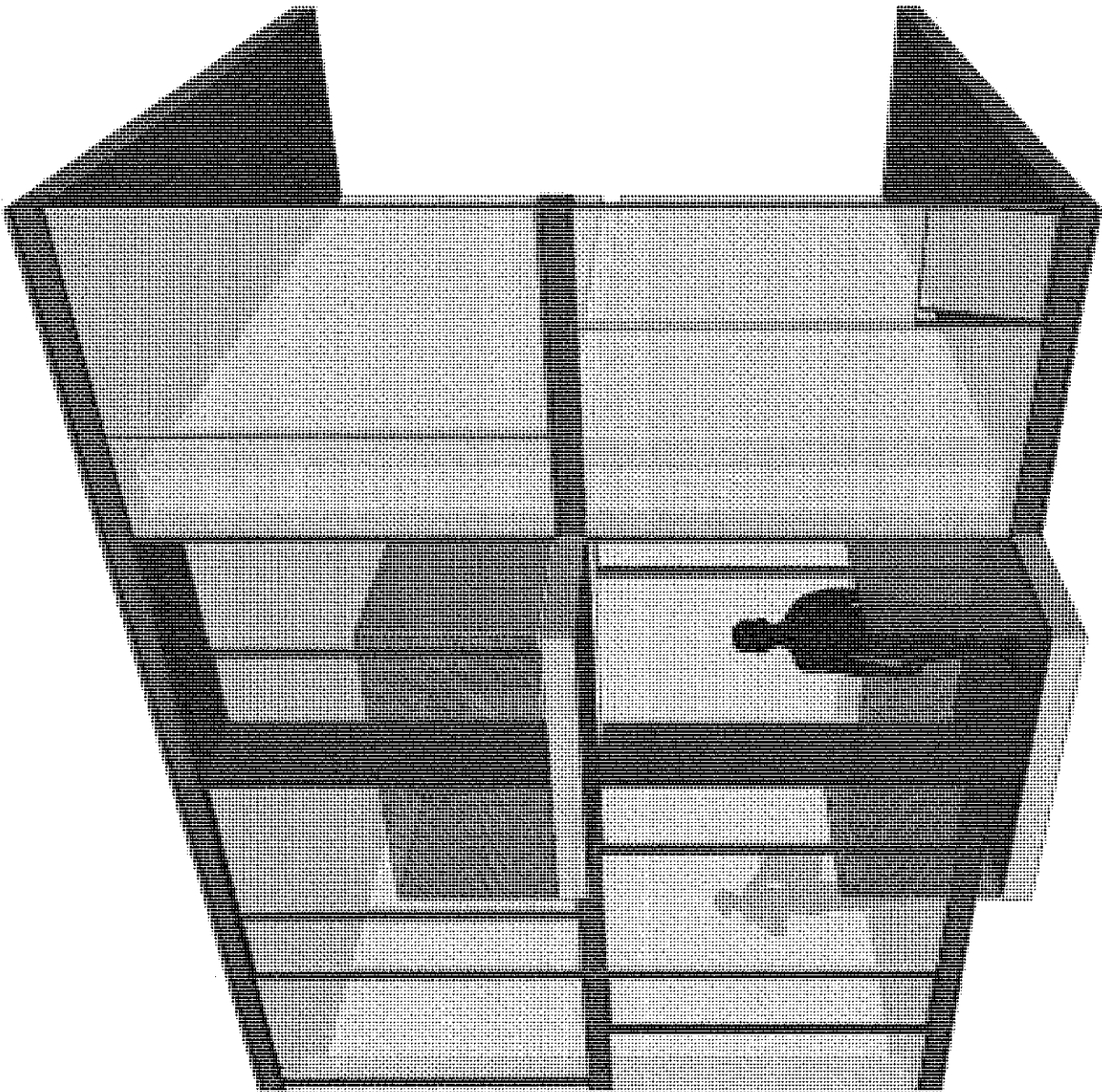
WINDOW WA

WINDOW WA

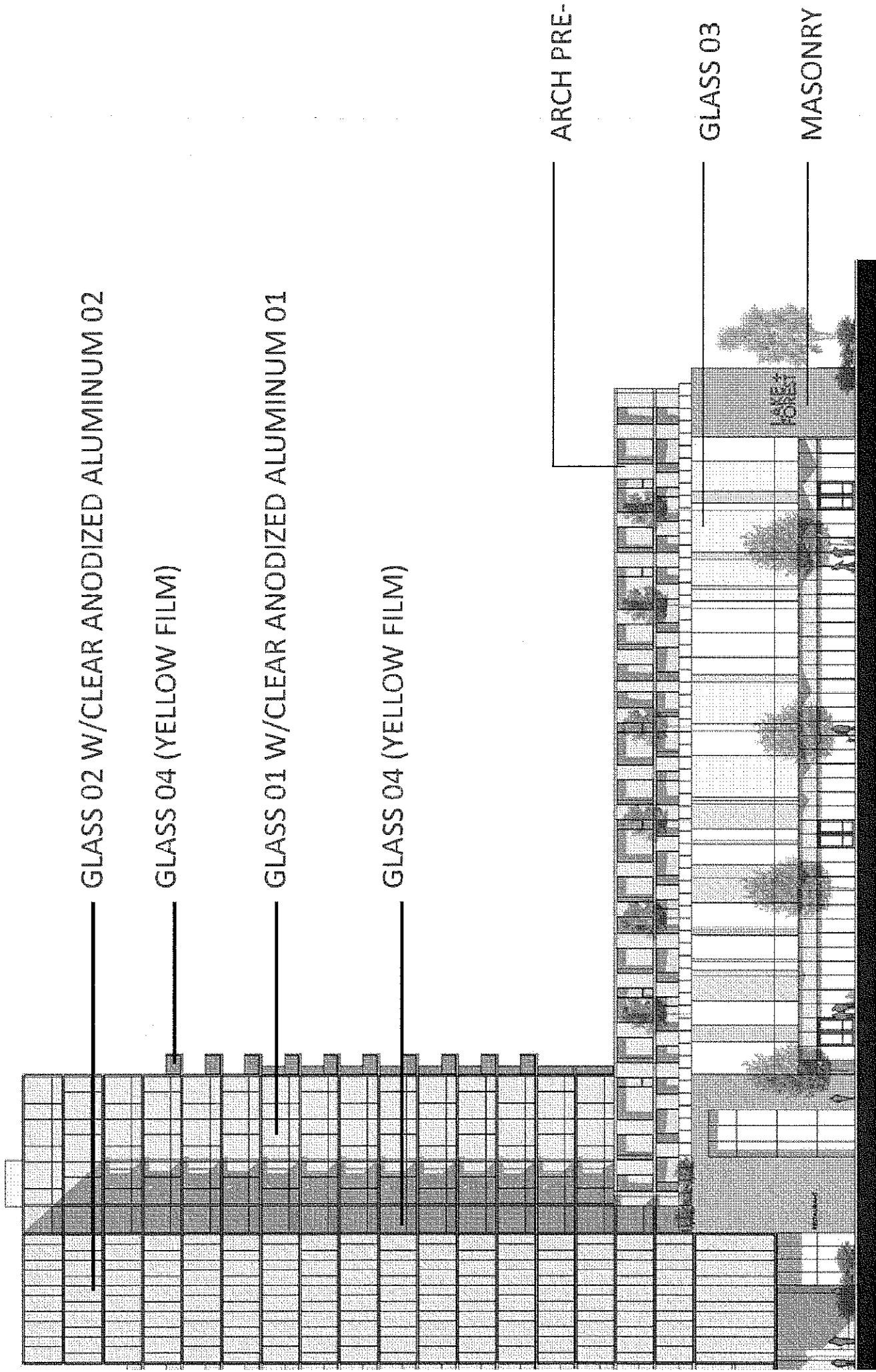




BALCONY







GLASS 02 W/CLEAR ANODIZED ALUMINUM 02

GLASS 04 (YELLOW FILM)

GLASS 01 W/CLEAR ANODIZED ALUMINUM 01

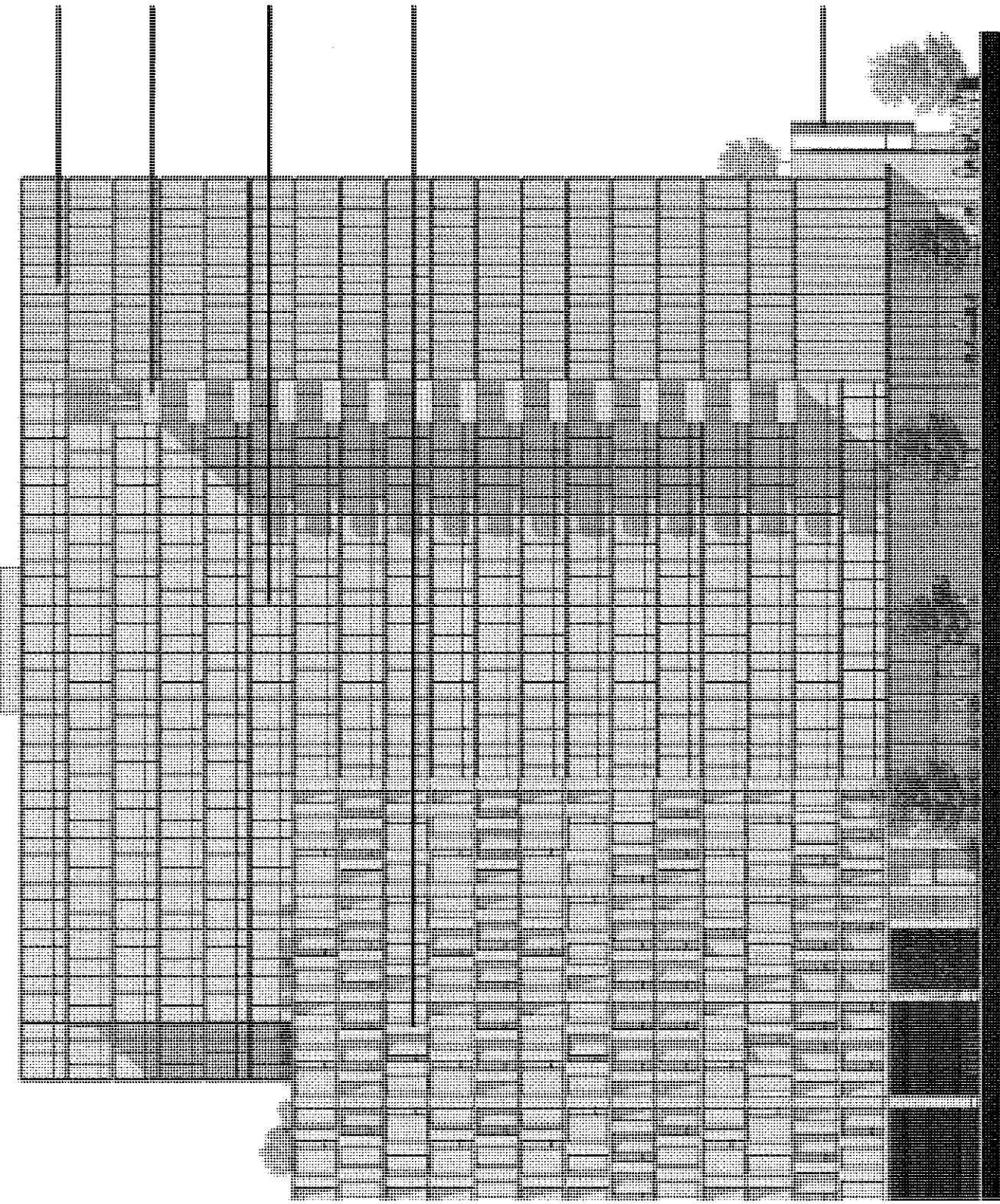
GLASS 04 (YELLOW FILM)

ARCH PRE-

GLASS 03

MASONRY

SOUTH ELEVATION



GLASS 02 W/CLEAR ANC

GLASS BALCONY

GLASS 01 W/CLEAR ANC

GLASS 04 (YELLOW FILM)

GLASS 03

WEST ELEVATION



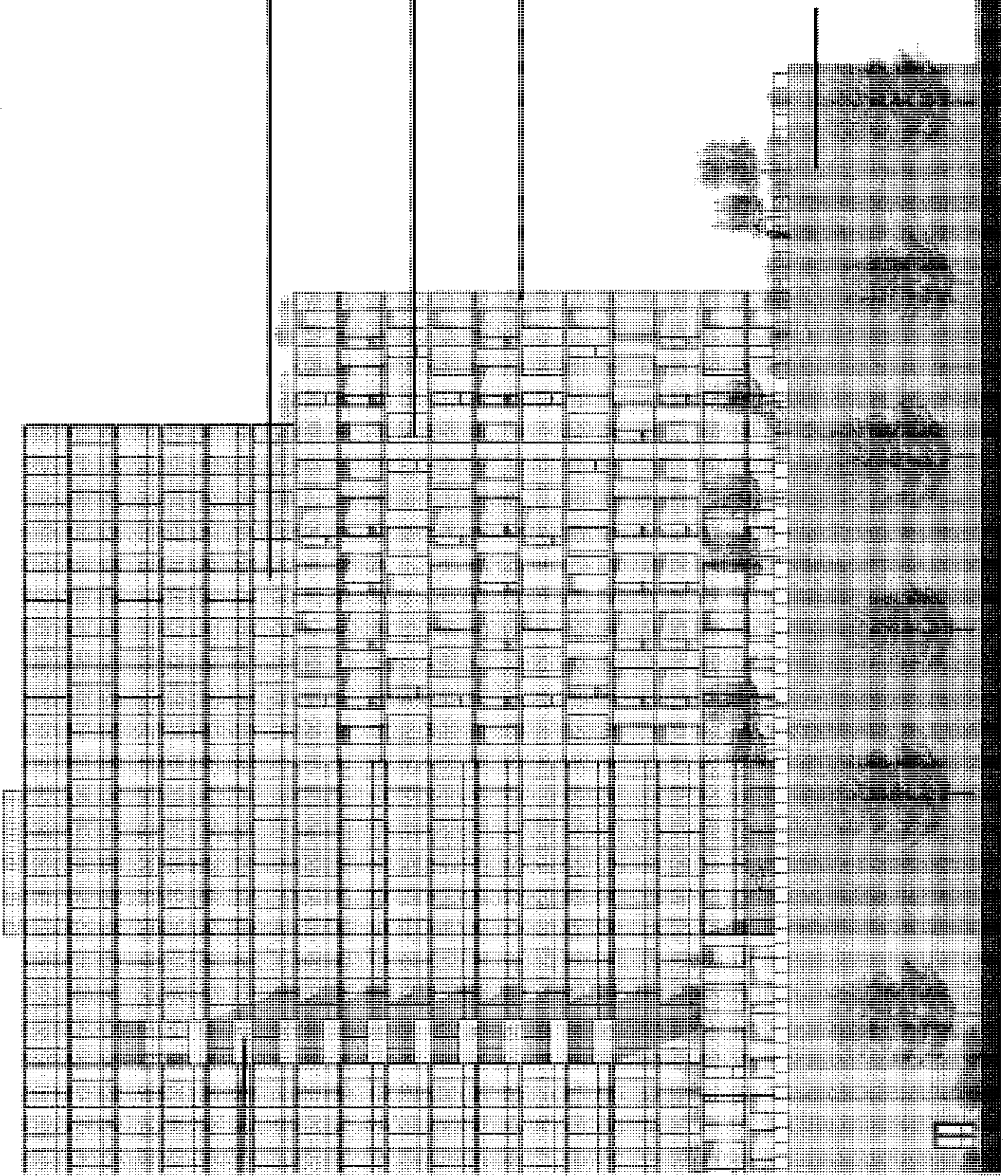
GLASS 02 W/CLEAR ANO

GLASS 01 W/CLEAR ANO

GLASS 04 (YELLOW FILM)

ARCH PRE-CAST

GREEN SCREEN



GLASS 01 W/CLEAR ANC

GLASS 04 (YELLOW FILM)

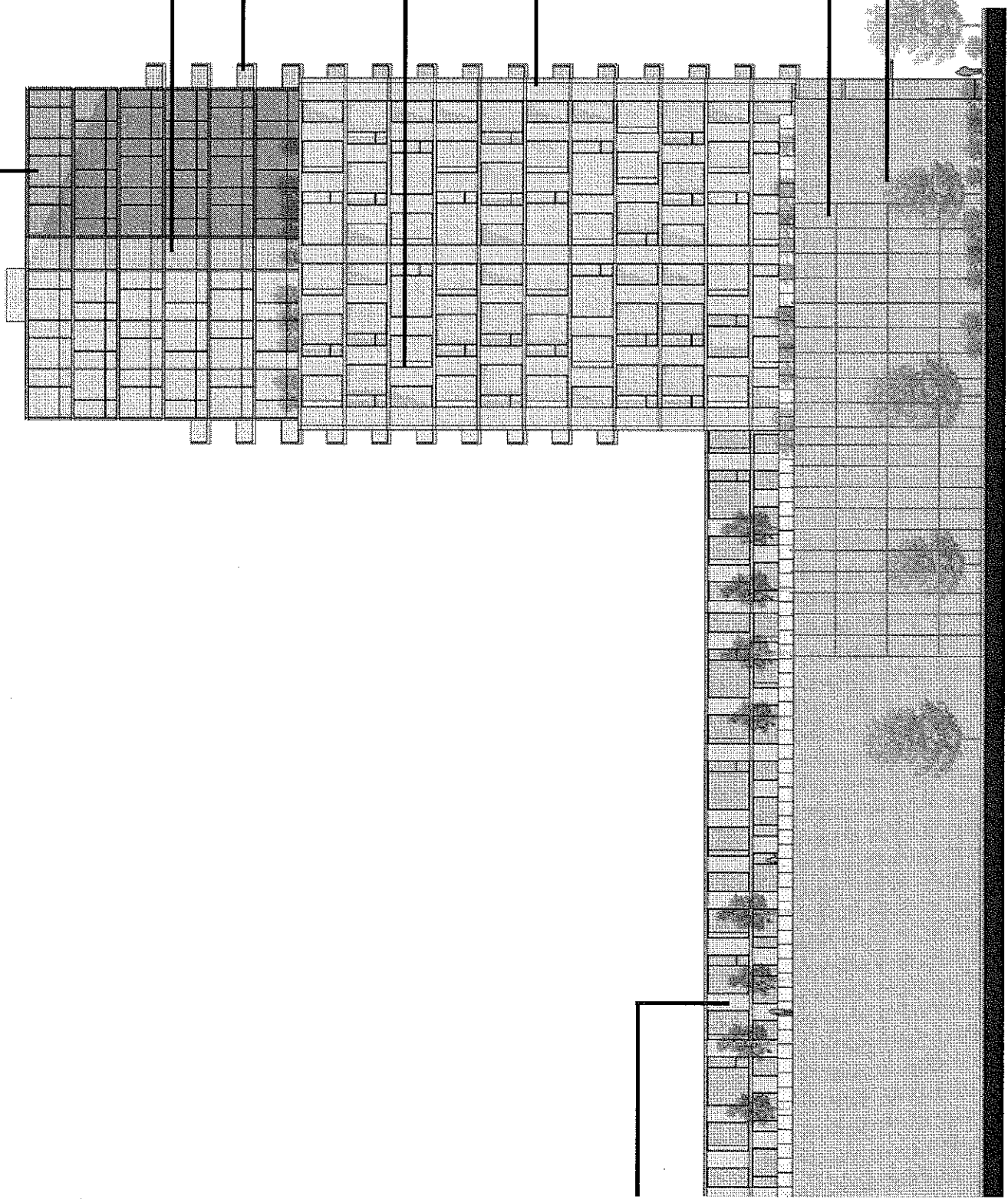
GLASS 04 (YELLOW FILM)

GLASS 04 (YELLOW FILM)

ARCH PRE-CAST

MASONRY W/PATTERN

POTENTIAL NEW TREES |



+  
WEST

MEMORANDUM TO: Michael Glazier  
Sertus Capital Partners, LLC

FROM: Javier Millan  
Senior Consultant

DATE: October 17, 2011

SUBJECT: Public Parking Supplemental Data  
Proposed Mixed-Use Development  
Oak Park, Illinois

As requested at the Oak Park Planning Commission meeting on October 6, 2011 and in an effort to clarify some confusion regarding the availability of public parking, Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) has prepared a summary of the number of occupied off-street public parking spaces within 400 feet of the site. This is based on the Village of Oak Park parking demand study conducted every two hours for four months (April, May, June and July 2009). parking lots considered in the KLOA, Inc. summary are the following:

- Lake and Forest Parking Garage - Lot 32 (340 parking spaces)
- 19<sup>th</sup> Century Club Lot - Lot 12 (43 parking spaces)
- Grace Episcopal Church Lot - Lot 4 (49 parking spaces)
- Calvary Memorial Church Lot - 16 (70 parking spaces)

**Figure 1** in the Appendix shows an aerial view of the site and the public parking lots considered in the summary.

In addition to these lots, approximately 23 on-street metered parking spaces along Lake Street adjacent to the Calvary Memorial Church Lot were also included. This brings the total number of public parking spaces within close proximity of the site to 525 spaces.

**Tables 1** through **8** shows the average parking demand per parking lot based on the Village of Oak Park survey. It should be noted that the Village of Oak Park only counted the Lake/Forest parking garage in the month of June and as such there was no data available for the other public parking lots.

The Village of Oak Park parking demand sheets and one raw data set for the month of July are included in the Appendix.

Table 1  
 AVERAGE PARKING DEMAND ON A WEEKDAY- APRIL 2009

Parking Lots	Inventory	8:00 AM	10:00 AM	Noon	2:00 PM	4:00 PM	6:00 PM
Lake and Forest	340 spaces	209	267	275	267	248	205
19 <sup>th</sup> Century Club	43 spaces	5	12	--	14	12	--
Grace Episcopal Church	49 spaces	0	2	4	5	3	4
Calvary Memorial Church	<u>70 spaces</u>	<u>14</u>	<u>15</u>	--	<u>12</u>	<u>13</u>	--
Total Spaces	502 spaces	228	296	279 <sup>1</sup>	298	276	209 <sup>1</sup>
<b>Available Parking</b>		<b>274</b>	<b>206</b>	<b>110<sup>1</sup></b>	<b>204</b>	<b>226</b>	<b>180<sup>1</sup></b>

Note: The Village of Oak Park did not count the 19<sup>th</sup> Century Club lot, the Calvary Memorial Church lot or the 23 on-street metered parking spaces on Lake Street between Forest Avenue and Kenilworth Avenue.

1 - Parking demand and available parking spaces based on the Lake and Forest parking lot and the Grace Episcopal Church lot data only.

Table 2  
 AVERAGE PARKING DEMAND ON A WEEKEND- APRIL 2009

Parking Lots	Inventory	8:00 AM	10:00 AM	Noon	2:00 PM	4:00 PM	6:00 PM
Lake and Forest	340 spaces	189	184	208	211	207	193
19 <sup>th</sup> Century Club	43 spaces	4	6	--	9	13	--
Grace Episcopal Church	49 spaces	2	19	18	12	20	17
Calvary Memorial Church	<u>70 spaces</u>	<u>17</u>	<u>26</u>	--	<u>11</u>	<u>10</u>	--
Total Spaces	502 spaces	212	235	226 <sup>1</sup>	243	250	210 <sup>1</sup>
<b>Available Parking</b>		<b>290</b>	<b>267</b>	<b>163<sup>1</sup></b>	<b>259</b>	<b>252</b>	<b>179<sup>1</sup></b>

Note: The Village of Oak Park did not count the 19<sup>th</sup> Century Club lot, the Calvary Memorial Church lot or the 23 on-street metered parking spaces on Lake Street between Forest Avenue and Kenilworth Avenue.

1 - Parking demand and available parking spaces based on the Lake and Forest parking lot and the Grace Episcopal Church lot data only.

Table 3  
 AVERAGE PARKING DEMAND ON A WEEKDAY - MAY 2009

Parking Lots	Inventory	8:00 AM	10:00 AM	Noon	2:00 PM	4:00 PM	6:00 PM
Lake and Forest	340 spaces	212	270	280	273	259	202
19 <sup>th</sup> Century Club	43 spaces	5	11	--	12	12	--
Grace Episcopal Church	49 spaces	1	2	2	3	6	3
Calvary Memorial Church <sup>2</sup>	<u>93 spaces</u>	<u>26</u>	<u>28</u>	--	<u>28</u>	<u>34</u>	--
Total Spaces	525 spaces	244	311	282 <sup>1</sup>	316	311	205 <sup>1</sup>
<b>Available Parking</b>		<b>281</b>	<b>214</b>	<b>107<sup>1</sup></b>	<b>209</b>	<b>214</b>	<b>184<sup>1</sup></b>

Note: The Village of Oak Park did not count the 19<sup>th</sup> Century Club lot, the Calvary Memorial Church lot.

1 - Parking demand and available parking spaces based on the Lake and Forest parking lot and the Grace Episcopal Church lot data only.

2 - The Village of Oak Park survey data for the month of May included 23 metered on-street parking spaces on Lake Street from Forest Avenue to Kenilworth Avenue in the Calvary Memorial Church summary

Table 4  
 AVERAGE PARKING DEMAND ON A WEEKEND- MAY 2009

Parking Lots	Inventory	8:00 AM	10:00 AM	Noon	2:00 PM	4:00 PM	6:00 PM
Lake and Forest	340 spaces	158	187	190	191	186	237
19 <sup>th</sup> Century Club	43 spaces	4	5	--	12	13	--
Grace Episcopal Church	49 spaces	0	25	17	4	9	11
Calvary Memorial Church <sup>2</sup>	<u>93 spaces</u>	<u>13</u>	<u>21</u>	--	<u>23</u>	<u>23</u>	--
Total Spaces	525 spaces	175	238	207 <sup>1</sup>	230	231	248 <sup>1</sup>
<b>Available Parking</b>		<b>350</b>	<b>287</b>	<b>182<sup>1</sup></b>	<b>295</b>	<b>294</b>	<b>141<sup>1</sup></b>

Note: The Village of Oak Park did not count the 19<sup>th</sup> Century Club lot, the Calvary Memorial Church lot.

1 - Parking demand and available parking spaces based on the Lake and Forest parking lot and the Grace Episcopal Church lot data only.

2 - The Village of Oak Park survey data for the month of May included 23 metered on-street parking spaces on Lake Street from Forest Avenue to Kenilworth Avenue in the Calvary Memorial Church summary



Table 5  
 AVERAGE PARKING DEMAND ON A WEEKDAY - JUNE 2009

Parking Lots	Inventory	8:00 AM	10:00 AM	Noon	2:00 PM	4:00 PM	6:00 PM
Lake and Forest	340 spaces		279		276		213
<b>Available Parking</b>			<b>61</b>		<b>64</b>		<b>127</b>

Note: The Village of Oak Park in the month of June only surveyed the Lake and Forest parking garage

Table 6  
 AVERAGE PARKING DEMAND ON A WEEKEND - JUNE 2009

Parking Lots	Inventory	8:00 AM	10:00 AM	Noon	2:00 PM	4:00 PM	6:00 PM
Lake and Forest	340 spaces		164		179		200
<b>Available Parking</b>			<b>176</b>		<b>161</b>		<b>140</b>

Note: The Village of Oak Park in the month of June only surveyed the Lake and Forest parking garage

Table 7  
 AVERAGE PARKING DEMAND ON A WEEKDAY- JULY 2009

Parking Lots	Inventory	8:00 AM	10:00 AM	Noon	2:00 PM	4:00 PM	6:00 PM
Lake and Forest	340 spaces	191	265	272	264	248	212
19 <sup>th</sup> Century Club	43 spaces	3	10	--	10	10	--
Grace Episcopal Church	49 spaces	0	2	2	4	4	5
Calvary Memorial Church	70 spaces	15	15	--	13	12	--
Meters on Lake Street - Forest to Kenilworth	<u>23</u> spaces	<u>4</u>	<u>10</u>	<u>--</u>	<u>9</u>	<u>7</u>	<u>--</u>
Total Spaces	525 spaces	213	302	274 <sup>1</sup>	300	281	217 <sup>1</sup>
<b>Available Parking</b>		<b>312</b>	<b>223</b>	<b>115<sup>1</sup></b>	<b>225</b>	<b>244</b>	<b>172<sup>1</sup></b>

Notes: - Average parking demand calculated based on the raw data provided by Mr. Murphy

- The Village of Oak Park did not count the 19<sup>th</sup> Century Club lot, the Calvary Memorial Church lot or the 23 on-street metered parking spaces on Lake Street between Forest Avenue and Kenilworth Avenue.

1 - Parking demand and available parking spaces based on the Lake and Forest parking lot and the Grace Episcopal Church lot data only.

Table 8  
 AVERAGE PARKING DEMAND ON A WEEKEND- JULY 2009

Parking Lots	Inventory	8:00 AM	10:00 AM	Noon	2:00 PM	4:00 PM	6:00 PM
Lake and Forest	340 spaces	225	216	206	187	197	212
19 <sup>th</sup> Century Club	43 spaces	34	31	--	29	27	--
Grace Episcopal Church	49 spaces	4	7	4	5	7	7
Calvary Memorial Church	70 spaces	18	24	--	21	19	--
Meters on Lake Street - Forest to Kenilworth	<u>23 spaces</u>	<u>6</u>	<u>10</u>	--	<u>11</u>	<u>17</u>	--
Total Spaces	525 spaces	287	288	210 <sup>1</sup>	253	267	219 <sup>1</sup>
<b>Available Parking</b>		<b>238</b>	<b>237</b>	<b>179<sup>1</sup></b>	<b>272</b>	<b>258</b>	<b>170<sup>1</sup></b>

Notes: - Average parking demand calculated based on the Village of Oak Park summarized data

- The Village of Oak Park did not count the 19<sup>th</sup> Century Club lot, the Calvary Memorial Church lot or the 23 on-street metered parking spaces on Lake Street between Forest Avenue and Kenilworth Avenue.

1 - Parking demand and available parking spaces based on the Lake and Forest parking lot and the Grace Episcopal Church lot data only.

## **Appendix**

- **Parking Lots and Site Aerial View**
- **Village of Oak Park Summarized Parking Demand Data**
- **Village of Oak Park July 2009 Raw Parking Demand Data**



Adjacent Public Parking Lots Aerial View

Figure 1

**Lake and Forest Garage  
Available**

**Stalls in Location**      7:30 a.m.      8:00 a.m.      10:00 a.m.      10:30 a.m.      noon      1:30 p.m.      2:00 p.m.      4:00 p.m.      4:30 p.m.      6:00 p.m.

<b>340</b>	<b>Thursday 4/2</b>	53%	80%		83%		75%	77%		68%
	Occupied	-180	-271		-281		-255	-263		-230
	Open	160	69		59		85	77		110
	<b>Friday 4/3</b>	31%	75%		74%		67%	70%		56%
	Occupied	-104	-256		-252		-227	-238		-190
	Open	236	84		88		113	102		150
	<b>Saturday 4/4</b>	53%	59%		62%		74%	67%		62%
	Occupied	-180	-201		-210		-250	-229		-212
	Open	160	139		130		90	111		128
	<b>Sunday 4/5</b>	71%	75%		79%		64%	55%		53%
	Occupied	-240	-256		-269		-217	-187		-180
	Open	100	84		71		123	153		160
	<b>Tuesday 4/7</b>	84%	79%		81%		84%	82%		79%
	Occupied	-285	-269		-277		-285	-279		-270
	Open	55	71		63		55	61		70
	<b>Thursday 4/9</b>	61%	79%		79%		80%	76%		59%
	Occupied	-206	-269		-267		-273	-260		-200
	Open	134	71		73		67	80		140
	<b>Friday 4/10</b>	74%	83%		86%		91%	67%		69%
	Occupied	-251	-281		-293		-310	-228		-235
	Open	89	59		47		30	112		105
	<b>Saturday 4/11</b>	45%	53%		51%		49%	51%		49%
	Occupied	-152	-181		-175		-165	-173		-168
	Open	188	159		165		175	167		172
	<b>Sunday 4/12</b>	54%	29%		52%		63%	71%		63%
	Occupied	-183	-97		-177		-213	-240		-214
	Open	157	243		163		127	100		126
	<b>Tuesday 4/14</b>	63%	79%		82%		69%	61%		34%
	Occupied	-214	-268		-278		-234	-209		-115
	Open	126	72		62		106	131		225
	<b>Thursday 4/16</b>	66%	76%		81%		84%	77%		58%
	Occupied	-223	-259		-276		-284	-262		-198
	Open	117	81		64		56	78		142
<b>average</b>		59%	70%		74%		73%	69%		59%

67%

**Lake and Forest Garage**

**Available**

**Stalls in**

**Location**

	7:30 a.m.	8:00 a.m.	10:00 a.m.	10:30 a.m.	noon	1:30 p.m.	2:00 p.m.	4:00 p.m.	4:30 p.m.	6:00 p.m.
<b>Sunday 5/3</b>		44%	56%		56%		57%	61%		62%
340 Occupied		-148	-190		-190		-195	-206		-210
Open		192	150		150		145	134		130
<b>Monday 5/4</b>		62%	83%		86%		85%	83%		59%
Occupied		-210	-282		-294		-289	-282		-201
Open		130	58		46		51	58		139
<b>Tuesday 5/5</b>		54%	78%		79%		78%	68%		48%
Occupied		-183	-264		-267		-264	-230		-164
Open		157	76		73		76	110		176
<b>Wednesday 5/6</b>		53%	77%		81%		78%	78%		50%
Occupied		-181	-262		-275		-264	-265		-170
Open		159	78		65		76	75		170
<b>Thursday 5/7</b>		73%	83%		84%		82%	81%		60%
Occupied		-248	-281		-284		-278	-274		-205
Open		92	59		56		62	66		135
<b>Friday 5/8</b>		70%	78%		82%		79%	72%		79%
Occupied		-237	-264		-278		-268	-245		-269
Open		103	76		62		72	95		71
<b>Saturday 5/9</b>		49%	54%		56%		55%	49%		78%
Occupied		-168	-185		-190		-187	-167		-265
Open		172	155		150		153	173		75
average		58%	73%		75%		73%	70%		62%

68%





**Lake and Forest Garage**

Available

Stalls in

Location

	7:30 a.m.	8:00 a.m.	10:00 a.m.	10:30 a.m.	noon	1:30 p.m.	2:00 p.m.	4:00 p.m.	4:30 p.m.	6:00 p.m.
<b>Monday 7/6</b>		65%	78%		80%		79%	77%		51%
340 Occupied		-220	-265		-273		-270	-263		-173
Open		120	75		67		70	77		167
<b>Tuesday 7/7</b>		66%	79%		82%		81%	78%		50%
Occupied		-224	-268		-280		-276	-266		-169
Open		116	72		80		64	74		171
<b>Wednesday 7/8</b>		62%	87%		83%		77%	74%		64%
Occupied		-212	-296		-282		-263	-251		-216
Open		125	44		58		77	89		124
<b>Thursday 7/9</b>		48%	79%		81%		79%	63%		59%
Occupied		-162	-268		-277		-267	-214		-202
Open		178	72		63		73	126		138
<b>Friday 7/10</b>		59%	69%		79%		80%	76%		73%
Occupied		-202	-234		-270		-273	-257		-247
Open		138	106		70		67	83		93
<b>Saturday 7/11</b>		82%	84%		81%		60%	69%		79%
Occupied		-278	-285		-277		-204	-234		-267
Open		62	55		63		136	106		73
No Sunday Count										
<b>Monday 7/13</b>		47%	71%		81%		83%	no counts		
Occupied		-160	-240		-275		-282			
Open		180	100		65		58			
<b>Tuesday 7/14</b>		56%	77%		81%		85%	70%		59%
Occupied		-189	-263		-276		-289	-238		-201
Open		151	77		64		51	102		139
<b>Wednesday 7/15</b>		50%	91%		82%		76%	63%		63%
Occupied		-170	-308		-280		-257	-215		-213
Open		170	32		60		83	125		127
<b>Thursday 7/16</b>		58%	71%		81%		84%	81%		77%
Occupied		-196	-242		-276		-285	-276		-261
Open		144	98		64		55	64		79
<b>Friday 7/17</b>		54%	66%		78%		74%	77%		76%
Occupied		-185	-223		-254		-251	-261		-260
Open		155	117		76		89	79		80
<b>Saturday 7/18</b>		51%	43%		40%		50%	47%		46%
Occupied		-173	-147		-135		-170	-160		-157
Open		167	193		205		170	180		183
No Monday/Tuesday Count										
<b>Wednesday 7/22</b>		54%	92%		80%		77%	76%		58%
Occupied		-182	-313		-273		-261	-260		-198
Open		158	27		67		79	80		142
<b>Thursday 7/23</b>		47%	68%		70%		65%	66%		56%
Occupied		-160	-232		-238		-220	-226		-189
Open		180	108		102		120	114		151
<b>average</b>		57%	75%		77%		75%	71%		62%

70%

**Lot 12 (Nineteen Century Club)**

**Available  
Stalls in**

**Location**                      7:30 a.m.    8:00 a.m.    10:00 a.m.    10:30 a.m.    noon    1:30 p.m.    2:00 p.m.    4:00 p.m.    4:30 p.m.    6:00 p.m.

43	<b>Thursday 4/2</b>									
	Occupied	-3			-7		-15			-13
	Open	40			36		28			30
	<b>Friday 4/3</b>									
	Occupied	-5			-16		-12			-14
	Open	38			27		31			29
	<b>Saturday 4/4</b>									
	Occupied	-5			-7		-14			-13
	Open	38			36		29			30
	<b>Sunday 4/5</b>									
	Occupied	0			-3		-10			-13
	Open	43			40		33			30
	<b>Tuesday 4/7</b>									
	Occupied	-11			-17		-19			-16
	Open	32			26		24			27
	<b>Thursday 4/9</b>									
	Occupied	-7			-10		-13			-8
	Open	36			33		30			35
	<b>Friday 4/10</b>									
	Occupied	-5			-8		-16			-12
	Open	38			35		27			31
	<b>Saturday 4/11</b>									
	Occupied	-5			-4		-8			-11
	Open	38			39		35			32
	<b>Sunday 4/12</b>									
	Occupied	-5			-12		-5			-18
	Open	38			31		38			25
	<b>Tuesday 4/14</b>									
	Occupied	-4			-11		-14			-10
	Open	39			32		29			33
	<b>Thursday 4/16</b>									
	Occupied	-3			-15		-13			-10
	Open	40			28		30			33

Lot 12 (Nineteen Century Club)

Available  
Stalls in

Location

7:30 a.m. 8:00 a.m. 10:00 a.m. 10:30 a.m. noon 1:30 p.m. 2:00 p.m. 4:00 p.m. 4:30 p.m. 6:00 p.m.

Location	7:30 a.m.	8:00 a.m.	10:00 a.m.	10:30 a.m.	noon	1:30 p.m.	2:00 p.m.	4:00 p.m.	4:30 p.m.	6:00 p.m.
<b>Sunday 5/3</b>										
43 Occupied	-2			-4		-15				-18
Open	41			39		28				25
<b>Monday 5/4</b>										
Occupied	-5			-8		-8				-10
Open	38			35		35				33
<b>Tuesday 5/5</b>										
Occupied	-7			-11		-12				-13
Open	36			32		31				30
<b>Wednesday 5/6</b>										
Occupied	-5			-13		-15				-14
Open	38			30		28				29
<b>Thursday 5/7</b>										
Occupied	-5			-11		-15				-16
Open	38			32		28				27
<b>Friday 5/8</b>										
Occupied	-5			-12		-8				-6
Open	38			31		35				37
<b>Saturday 5/9</b>										
Occupied	-7			-6		-10				-8
Open	36			37		33				35



Lot 4 (Grace Episcopal Church)

Available  
Stalls in  
Location

7:30 a.m. 8:00 a.m. 10:00 a.m. 10:30 a.m. noon 1:30 p.m. 2:00 p.m. 4:00 p.m. 4:30 p.m. 6:00 p.m.

49	<b>Thursday 4/2</b>								
	Occupied	0	0		-2		-3	-3	-3
	Open	49	49		47		46	46	46
	<b>Friday 4/3</b>								
	Occupied	0	-2		-2		-4	-3	-10
	Open	49	47		47		45	46	39
	<b>Saturday 4/4</b>								
	Occupied	0	-1		-8		-5	-38	-35
	Open	49	48		41		44	11	14
	<b>Sunday 4/5</b>								
	Occupied	-5	-44		-32		-13	-14	-17
	Open	44	5		17		36	35	32
	<b>Tuesday 4/7</b>								
	Occupied	0	-2		-4		-3	-2	-2
	Open	49	47		45		46	47	47
	<b>Thursday 4/9</b>								
	Occupied	0	-3		-2		-3	-1	-3
	Open	49	46		47		46	48	46
	<b>Friday 4/10</b>								
	Occupied	-1	-2		-8		-8	-6	-10
	Open	48	47		41		41	43	39
	<b>Saturday 4/11</b>								
	Occupied	-1	-28		-25		-29	-26	-12
	Open	48	21		24		20	23	37
	<b>Sunday 4/12</b>								
	Occupied	-1	-2		-8		-2	-4	-3
	Open	48	47		41		47	45	46
	<b>Tuesday 4/14</b>								
	Occupied	0	-1		-4		-4	-1	-1
	Open	49	48		45		45	48	48
	<b>Thursday 4/16</b>								
	Occupied	0	-4		-10		-10	-6	-2
	Open	49	45		39		39	43	47

**Lot 4 (Grace Episcopal Church)**

**Available  
Stalls in  
Location**

7:30 a.m. 8:00 a.m. 10:00 a.m. 10:30 a.m. noon 1:30 p.m. 2:00 p.m. 4:00 p.m. 4:30 p.m. 6:00 p.m.

	7:30 a.m.	8:00 a.m.	10:00 a.m.	10:30 a.m.	noon	1:30 p.m.	2:00 p.m.	4:00 p.m.	4:30 p.m.	6:00 p.m.
<b>Sunday 5/3</b>										
49	Occupied	0	-43		-31		-4	-6		-7
	Open	49	6		18		45	43		42
<b>Monday 5/4</b>										
	Occupied	0	-4		-4		-3	-3		-2
	Open	49	45		45		46	46		47
<b>Tuesday 5/5</b>										
	Occupied	0	-2		-2		-8	-15		0
	Open	49	47		47		41	34		49
<b>Wednesday 5/6</b>										
	Occupied	-1	-2		-2		-4	-4		-5
	Open	48	47		47		45	45		44
<b>Thursday 5/7</b>										
	Occupied	-2	-2		0		-1	-3		-2
	Open	47	47		49		48	46		47
<b>Friday 5/8</b>										
	Occupied	-1	-1		-3		-2	-3		-5
	Open	48	48		46		47	46		44
<b>Saturday 5/9</b>										
	Occupied	0	-8		-3		-4	-13		-16
	Open	49	41		46		45	36		33

Lot 4 (Grace Episcopal Church)

Available  
Stalls In  
Location

7:30 a.m. 8:00 a.m. 10:00 a.m. 10:30 a.m. noon 1:30 p.m. 2:00 p.m. 4:00 p.m. 4:30 p.m. 6:00 p.m.

49	Monday 7/6	0%	2%		0%	4%	8%	6%	
	Occupied	0	-1		0	-2	-4	-3	
	Open	49	48		49	47	45	46	
	Tuesday 7/7	0%	4%		2%	8%	6%	8%	
	Occupied	0	-2		-1	-4	-3	-4	
	Open	49	47		48	45	46	45	
	Wednesday 7/8	4%	8%		18%	12%	8%	6%	
	Occupied	-2	-4		-9	-6	-4	-3	
	Open	47	45		40	43	45	46	
	Thursday 7/9	0%	0%		2%	4%	6%	24%	
	Occupied	0	0		-1	-2	-3	-12	
	Open	49	49		48	47	46	37	
	Friday 7/10	2%	4%		12%	8%	10%	16%	
	Occupied	-1	-2		-6	-4	-5	-8	
	Open	48	47		43	45	44	41	
	Saturday 7/11	18%	20%		8%	8%	12%	18%	
	Occupied	-9	-10		-4	-4	-6	-9	
	Open	40	39		45	45	43	40	
No Sunday Count									
	Monday 7/13	0%	4%		2%	4%			
	Occupied	0	-2		-1	-2			
	Open	49	47		48	47			
	Tuesday 7/14	4%	2%		6%	10%	2%	8%	
	Occupied	-2	-1		-3	-5	-1	-4	
	Open	47	48		46	44	48	45	
	Wednesday 7/15	0%	10%		4%	12%	10%	12%	
	Occupied	0	-5		-2	-6	-5	-6	
	Open	49	44		47	43	44	43	
	Thursday 7/16	0%	2%		4%	12%	8%	10%	
	Occupied	0	-1		-2	-6	-4	-5	
	Open	49	48		47	43	45	44	
	Friday 7/17	2%	2%		2%	8%	10%	12%	
	Occupied	-1	-1		-1	-4	-5	-6	
	Open	48	48		48	45	44	43	
	Saturday 7/18	0%	10%		8%	14%	16%	12%	
	Occupied	0	-5		-4	-7	-8	-6	
	Open	49	44		45	42	41	43	
No Monday/Tuesday Count									
	Wednesday 7/22	0%	8%		2%	6%	8%	12%	
	Occupied	0	-4		-1	-3	-4	-6	
	Open	49	45		48	46	45	43	
	Thursday 7/23	0%	4%		6%	8%	12%	2%	
	Occupied	0	-2		-3	-4	-6	-1	
	Open	49	47		46	45	43	48	
average		2%	6%		6%	9%	9%	11%	7%



Lot 16 (Calvary Memorial Church)

Available

Stalls in

Location

7:30 a.m. 8:00 a.m. 10:00 a.m. 10:30 a.m. noon 1:30 p.m. 2:00 p.m. 4:00 p.m. 4:30 p.m. 6:00 p.m.

Location	7:30 a.m.	8:00 a.m.	10:00 a.m.	10:30 a.m.	noon	1:30 p.m.	2:00 p.m.	4:00 p.m.	4:30 p.m.	6:00 p.m.
<b>Thursday 4/2</b>										
70 Occupied	-3			-13		-11			-13	
Open	67			57		59			57	
<b>Friday 4/3</b>										
Occupied	-16			-7		-13			-15	
Open	54			63		57			55	
<b>Saturday 4/4</b>										
Occupied	-12			-10		-8			-8	
Open	58			60		62			62	
<b>Sunday 4/5</b>										
Occupied	0			-67		-5			-9	
Open	70			3		65			61	
<b>Tuesday 4/7</b>										
Occupied	-16			-20		-14			-12	
Open	54			50		56			58	
<b>Thursday 4/9</b>										
Occupied	-18			-19		-13			-12	
Open	52			51		57			58	
<b>Friday 4/10</b>										
Occupied	-19			-13		-8			-15	
Open	51			57		62			55	
<b>Saturday 4/11</b>										
Occupied	-19			-23		-20			-9	
Open	51			47		50			61	
<b>Sunday 4/12</b>										
Occupied	-37			-3		-10			-13	
Open	33			67		60			57	
<b>Tuesday 4/14</b>										
Occupied	-10			-21		-15			-9	
Open	60			49		55			61	
<b>Thursday 4/16</b>										
Occupied	-18			-15		-12			-14	
Open	52			55		58			56	

**Lot 16 (Calvary Memorial Church)  
and Lake Street Parking Meters  
(from Forest to Kenilworth)**

**\*\*NOTE ON STREET METERS**

Available  
Stalls in  
Location

		7:30 a.m.	8:00 a.m.	10:00 a.m.	10:30 a.m.	noon	1:30 p.m.	2:00 p.m.	4:00 p.m.	4:30 p.m.	6:00 p.m.
93 **	<b>Sunday 5/3</b>										
	Occupied	-10			-15		-25			-30	
	Open	83			78		68			63	
	<b>Monday 5/4</b>										
	Occupied	-25			-38		-26			-37	
	Open	68			55		67			56	
	<b>Tuesday 5/5</b>										
	Occupied	-26			-34		-28			-50	
	Open	67			59		65			43	
	<b>Wednesday 5/6</b>										
	Occupied	-23			-27		-32			-32	
	Open	70			66		61			61	
	<b>Thursday 5/7</b>										
	Occupied	-25			-19		-28			-31	
	Open	68			74		65			62	
	<b>Friday 5/8</b>										
	Occupied	-31			-24		-26			-19	
	Open	62			69		67			74	
	<b>Saturday 5/9</b>										
	Occupied	-17			-28		-21			-17	
	Open	76			65		72			76	





These Are The Times For The Lots To Be Counted For Occupied Spaces

Day <i>Monday</i>	Date <i>7 6 09</i>					
Times	8:00 a.m.	10:00 a.m.	12:00 p.m.	2:00 p.m.	4:00 p.m.	6:00 p.m.
Lake & Forest Garage (340)	220	265	273	270	263	173
Lot - 4 (49)	0	1	0	2	4	3
Times For The Following Lots						
Lot - 12 (43)	7:30 a.m.	10:30 a.m.	1:30 p.m.	4:30 p.m.		
Lot - 16 + Forest + Kenilworth	3	9	7	9		
Lot - 3	10	15	12	14		
Lot - 10	2	18	14	20		
North Blvd.	8	27	40	41		
Lot - 9	1	5	6	4		
	14	23	35	39		

These Are The Number Of Spaces For Each Lot

- Lake & Forest Garage: 340
- Lot - 4: 48
- Lot - 12: 43
- Lot - 16: 70
- Lot - 9: 65
- North Blvd: 27
- Lot - 10: 70
- Lot - 3: 24

Meters On Lake Between Forest + Kenilworth  23 Meters	7:30	10:30	1:30	4:30
	2	4	5	7

These Are The Days For The Spaces To Be Counted

Sunday    Tuesday    Thursday    ~~Friday~~    Saturday

These Are The Times For The Lots To Be Counted For Occupied Spaces

Day	Tuesday					
Times	8:00 a.m.	10:00 a.m.	12:00 p.m.	2:00 p.m.	4:00 p.m.	6:00 p.m.
Lake & Forest Garage:	224	268	280	276	244	169
Lot - 4	0	2	1	4	3	4
Times For The Following Lots						
	7:30 a.m.	10:30 a.m.	1:30 p.m.	4:30 p.m.		
Lot - 12	4	6	8	8		
Lot - 16 + METERS BETWEEN FOREST + KEARLEWORTH	11	17	13	15		
Lot - 3	3	22	8	21		
Lot - 10	11	25	37	43		
North Blvd.	3	3	4	5		
Lot - 9	14	31	39	38		

These Are The Number Of Spaces For Each Lot

- Lake & Forest Garage: 340
- Lot - 4: 48
- Lot - 12: 43
- Lot - 16: 70
- Lot - 9: 65
- North Blvd: 27
- Lot - 10: 70
- Lot - 3: 24

Meters On Lake Between Forest & Kearleworth 23 Meters	7:30	10:30	1:30 p.m.	4:30 p.m.
	3	6	4	8

These Are The Days For The Spaces To Be Counted

Sunday    Tuesday    Thursday    ████████    Saturday

These Are The Times For The Lots To Be Counted For Occupied Spaces

Day	Wednesday					
Times	8:00 a.m.	10:00 a.m.	12:00 p.m.	2:00 p.m.	4:00 p.m.	6:00 p.m.
Lake & Forest Garage	212	296	282	263	251	216
Lot - 4	2	4	9	6	4	3
Times For The Following Lots						
Lot - 12		7:30 a.m.	10:30 a.m.	1:30 p.m.	4:30 p.m.	
Lot - 16 + Forest + Kenilworth		4	9	12	8	
Lot - 3		14	13	11	9	
Lot - 10		6	18	23	21	
North Blvd.		9	30	43	40	
Lot - 9		1	4	9	11	
		8	21	28	21	

These Are The Number Of Spaces For Each Lot

- Lake & Forest Garage: 340
- Lot - 4: 48
- Lot - 12: 43
- Lot - 16: 70
- Lot - 9: 65
- North Blvd: 27
- Lot - 10: 70
- Lot - 3: 24

Meters On Lake Between Forest & Kenilworth  23 Meters	7:30	10:30	1:30	4:30
	4	7	8	9

These Are The Days For The Spaces To Be Counted

Sunday    Tuesday    Thursday    ~~Friday~~    Saturday

These Are The Times For The Lots To Be Counted For Occupied Spaces

Day	Thursday					
Times	8:00 a.m.	10:00 a.m.	12:00 p.m.	2:00 p.m.	4:00 p.m.	6:00 p.m.
Lake & Forest Garage.	162	268	277	267	214	202
Lot - 4	0	0	1	2	3	12
Times For The Following Lots						
Lot - 12		7:30 a.m.	10:30 a.m.	1:30 p.m.	4:30 p.m.	
Lot - 16 + Forest + Keniworth		2	7	7	6	
Lot - 3		20	14	12	9	
Lot - 10		3	24	23	19	
North Blvd.		11	31	43	39	
Lot - 9		1	4	6	3	
		6	24	40	29	

These Are The Number Of Spaces For Each Lot

- Lake & Forest Garage: 340
- Lot - 4: 48
- Lot - 12: 43
- Lot - 16: 70
- Lot - 9: 65
- North Blvd: 27
- Lot - 10: 70
- Lot - 3: 24

Meters Between Lake Keniworth	7:30	10:30	1:30	4:30
23 Meters	6	12	10	6

These Are The Days For The Spaces To Be Counted

Sunday    Tuesday    Thursday    ████████    Saturday



These Are The Times For The Lots To Be Counted For Occupied Spaces

Day: <u>Friday</u>				Date: <u>7</u>	<u>10</u>	<u>09</u>
Times	8:00 a.m.	10:00 a.m.	12:00 p.m.	2:00 p.m.	4:00 p.m.	6:00 p.m.
Lake & Forest Garage	202	234	270	273	257	247
Lot - 4	1	2	6	4	5	8
Times For The Following Lots						
Lot - 12	7:30 a.m.	10:30 a.m.	1:30 p.m.	4:30 p.m.		
Lot - 16 + <small>METERS BETWEEN FOREST + KENILWORTH</small>	3	15	13	11		
Lot - 3	16	18	12	13		
Lot - 10	3	24	23	21		
North Blvd.	8	33	51	43		
Lot - 9	1	3	<del>11</del> 5	3		
	14	36	40	43		

These Are The Number Of Spaces For Each Lot

- Lake & Forest Garage: 340
- Lot - 4: 48
- Lot - 12: 43
- Lot - 16: 70
- Lot - 9: 65
- North Blvd: 27
- Lot - 10: 70
- Lot - 3: 24

Meters on Lake Between Forest Kenilworth	7:30	10:30	1:30	4:30
	9	15	17	7
23 meters				

These Are The Days For The Spaces To Be Counted

Sunday    Tuesday    Thursday    ~~Friday~~    Saturday

These Are The Times For The Lots To Be Counted For Occupied Spaces

Day <i>Saturday</i>	Date <i>7 11 09</i>					
Times	8:00 a.m.	10:00 a.m.	12:00 p.m.	2:00 p.m.	4:00 p.m.	6:00 p.m.
Lake & Forest Garage	278	285	277	204	234	267
Lot - 4	9	10	4	4	6	9
Times For The Following Lots						
	7:30 a.m.	10:30 a.m.	1:30 p.m.	4:30 p.m.		
Lot - 12	34	31	29	27		
Lot - 16 <i>METERS BETWEEN FOREST + Kenilworth</i>	18	24	21	19		
Lot - 3	17	23	19	17		
Lot - 10	49	51	59	60		
North Blvd.	17	19	16	18		
Lot - 9	51	54	49	51		

These Are The Number Of Spaces For Each Lot

- Lake & Forest Garage: 340
- Lot - 4: 48
- Lot - 12: 43
- Lot - 16: 70
- Lot - 9: 65
- North Blvd: 27
- Lot - 10: 70
- Lot - 3: 24

Meters Between Marion & Kenilworth	7:30	10:30	1:30	4:30
23 Meters	6	10	11	17

These Are The Days For The Spaces To Be Counted

Sunday    Tuesday    Thursday    ~~Friday~~    Saturday

These Are The Times For The Lots To Be Counted For Occupied Spaces

Day	Date					
Monday	7	13	09			
Times	8:00 a.m.	10:00 a.m.	12:00 p.m.	2:00 p.m.	4:00 p.m.	6:00 p.m.
Lake & Forest Garage	160	240	275	282		
Lot - 4	0	2	1	2		
Times For The Following Lots						
	7:30 a.m.	10:30 a.m.	1:30 p.m.	4:30 p.m.		
Lot - 12	3	5	5			
Lot - 16 + FOREST + Kenilworth	12	11	13			
Lot - 3	2	10	19			
Lot - 10	7	13	33			
North Blvd.	2	1	8			
Lot - 9	13	15	47			

These Are The Number Of Spaces For Each Lot

- Lake & Forest Garage: 340
- Lot - 4: 48
- Lot - 12: 43
- Lot - 16: 70
- Lot - 9: 65
- North Blvd: 27
- Lot - 10: 70
- Lot - 3: 24

Meters On Lake St Between Forest & Kenilworth 23 Meters	7:30	10:30	1:30	4:30
	2	9	12	

These Are The Days For The Spaces To Be Counted

Sunday    Tuesday    Thursday    ~~Friday~~    Saturday

No Second Shift Supervisor On Monday's To Count Spaces After 2p.m.

These Are The Times For The Lots To Be Counted For Occupied Spaces

Day <i>Tuesday</i>						Date <i>7-14-09</i>
Times	8:00 a.m.	10:00 a.m.	12:00 p.m.	2:00 p.m.	4:00 p.m.	6:00 p.m.
Lake & Forest Garage	<i>189</i>	<i>263</i>	<i>276</i>	<i>289</i>	<i>238</i>	<i>201</i>
Lot - 4	<i>2</i>	<i>1</i>	<i>3</i>	<i>5</i>	<i>1</i>	<i>4</i>
Times For The Following Lots						
Lot - 12	7:30 a.m.	10:30 a.m.	1:30 p.m.	4:30 p.m.		
Lot - 16 + <i>METERS BETWEEN FOREST + KENILWORTH</i>	<i>2</i>	<i>7</i>	<i>17</i>	<i>17</i>		
Lot - 3	<i>16</i>	<i>17</i>	<i>15</i>	<i>12</i>		
Lot - 10	<i>3</i>	<i>19</i>	<i>24</i>	<i>21</i>		
North Blvd.	<i>9</i>	<i>24</i>	<i>41</i>	<i>38</i>		
Lot - 9	<i>0</i>	<i>2</i>	<i>5</i>	<i>6</i>		
	<i>14</i>	<i>39</i>	<i>53</i>	<i>55</i>		

These Are The Number Of Spaces For Each Lot

- Lake & Forest Garage: 340
- Lot - 4: 48
- Lot - 12: 43
- Lot - 16: 70
- Lot - 9: 65
- North Blvd: 27
- Lot - 10: 70
- Lot - 3: 24

Meters On Lake St. Between Forest + Kenilworth  <i>23 Meters</i>	7:30	10:30	1:30	4:30
	<i>3</i>	<i>8</i>	<i>9</i>	<i>6</i>

These Are The Days For The Spaces To Be Counted

Sunday    Tuesday    Thursday    ~~Friday~~    Saturday

These Are The Times For The Lots To Be Counted For Occupied Spaces

Day <i>Wednesday</i>	Date <i>7 15 09</i>					
Times	8:00 a.m.	10:00 a.m.	12:00 p.m.	2:00 p.m.	4:00 p.m.	6:00 p.m.
Lake & Forest Garage	<i>170</i>	<i>308</i>	<i>280</i>	<i>257</i>	<i>215</i>	<i>213</i>
Lot - 4	<i>0</i>	<i>5</i>	<i>2</i>	<i>6</i>	<i>5</i>	<i>6</i>
Times For The Following Lots						
Lot - 12	7:30 a.m.	10:30 a.m.	1:30 p.m.	4:30 p.m.		
Lot - 16 + <i>METERS BETWEEN FOREST + KENILWORTH</i>	<i>4</i>	<i>15</i>	<i>6</i>	<i>8</i>		
Lot - 3	<i>14</i>	<i>14</i>	<i>14</i>	<i>17</i>		
Lot - 10	<i>7</i>	<i>22</i>	<i>21</i>	<i>19</i>		
North Blvd.	<i>11</i>	<i>53</i>	<i>54</i>	<i>51</i>		
Lot - 9	<i>11</i>	<i>7</i>	<i>3</i>	<i>4</i>		
	<i>13</i>	<i>31</i>	<i>45</i>	<i>47</i>		

These Are The Number Of Spaces For Each Lot

- Lake & Forest Garage: 340
- Lot - 4: 48
- Lot - 12: 43
- Lot - 16: 70
- Lot - 9: 65
- North Blvd: 27
- Lot - 10: 70
- Lot - 3: 24

Meters On Lake St. Between Forest + Kenilworth  <i>23 Meters</i>	7:30	10:30	1:30	4:30
	<i>3</i>	<i>20</i>	<i>8</i>	<i>7</i>

These Are The Days For The Spaces To Be Counted

Sunday    Tuesday    Thursday    ~~Friday~~    Saturday

These Are The Times For The Lots To Be Counted For Occupied Spaces

Day	Thursday					
Times	8:00 a.m.	10:00 a.m.	12:00 p.m.	2:00 p.m.	4:00 p.m.	6:00 p.m.
Lake & Forest Garage	196	242	276	285	274	261
Lot - 4	0	1	2	6	4	5
Times For The Following Lots						
Lot - 12	7:30 a.m.	10:30 a.m.	1:30 p.m.	4:30 p.m.		
Lot - 16	2	6	8	9		
Lot - 3	<del>18</del> 18	9	11	15		
Lot - 10	3	19	24	21		
North Blvd.	6	25	29	25		
Lot - 9	0	8	12	11		
	15	39	52	54		

These Are The Number Of Spaces For Each Lot

- Lake & Forest Garage: 340
- Lot - 4: 48
- Lot - 12: 43
- Lot - 16: 70
- Lot - 9: 65
- North Blvd: 27
- Lot - 10: 70
- Lot - 3: 24

Meters On Lake St. Between Forest & Kenilworth  23 Meters	7:30	10:30	1:30	4:30
	5	7	9	7

These Are The Days For The Spaces To Be Counted

Sunday    Tuesday    Thursday    ████████    Saturday

These Are The Times For The Lots To Be Counted For Occupied Spaces

Day <i>Friday</i>				Date <i>7-17-09</i>		
Times	8:00 a.m.	10:00 a.m.	12:00 p.m.	2:00 p.m.	4:00 p.m.	6:00 p.m.
Lake & Forest Garage	105	223	264	251	267	260
Lot - 4	1	1	1	4	5	6
Times For The Following Lots						
Lot - 12		7:30 a.m.	10:30 a.m.	1:30 p.m.	4:30 p.m.	
Lot - 16 + Forest + Kenilworth		7	17	12	13	
Lot - 3		17	13	11	17	
Lot - 10		3	19	19	22	
North Blvd.		9	33	43	47	
Lot - 9		0	3	6	4	
		13	25	41	42	

These Are The Number Of Spaces For Each Lot

- Lake & Forest Garage: 340
- Lot - 4: 48
- Lot - 12: 43
- Lot - 16: 70
- Lot - 9: 65
- North Blvd: 27
- Lot - 10: 70
- Lot - 3: 24

Meters On Lake St Between Forest & Kenilworth  23 Meters	7:30	10:30	1:30	4:30
	3	12	10	11

These Are The Days For The Spaces To Be Counted

Sunday    Tuesday    Thursday    ~~Friday~~    Saturday

These Are The Times For The Lots To Be Counted For Occupied Spaces

Day	These Are The Times For The Lots To Be Counted For Occupied Spaces					
Wednesday	8:00 a.m.	10:00 a.m.	12:00 p.m.	2:00 p.m.	4:00 p.m.	6:00 p.m.
Lake & Forest Garage	182	313	273	261	260	198
Lot - 4	0	4	1	3	4	6
Times For The Following Lots						
Lot - 12	7:30 a.m.	10:30 a.m.	1:30 p.m.	4:30 p.m.		
Lot - 16 + Forest + Kenilworth	3	8	9	7		
Lot - 3	12	15	15	11		
Lot - 10	3	24	23	21		
North Blvd.	9	37	58	51		
Lot - 9	0	5	3	6		
	18	43	35	31		

These Are The Number Of Spaces For Each Lot

- Lake & Forest Garage: 340
- Lot - 4: 48
- Lot - 12: 43
- Lot - 16: 70
- Lot - 9: 65
- North Blvd: 27
- Lot - 10: 70
- Lot - 3: 24

Meters On Lake St. Between Forest-Kenilworth  23 Meters	7:30	10:30	1:30	4:30
	3	10	8	9

These Are The Days For The Spaces To Be Counted

Sunday    Tuesday    Thursday    ~~Friday~~    Saturday



These Are The Times For The Lots To Be Counted For Occupied Spaces

Day	8:00 a.m.	10:00 a.m.	12:00 p.m.	2:00 p.m.	4:00 p.m.	6:00 p.m.
Thursday						
Lake & Forest Garage	160	232	238	220	226	189
Lot - 4	0	2	3	4	6	1
Times For The Following Lots						
Lot - 12		7:30 a.m.	10:30 a.m.	1:30 p.m.	4:30 p.m.	
Lot - 16 + Forest + Kenilworth		4	10	13	14	
Lot - 3		15	17	16	7	
Lot - 10		3	24	24	34	
North Blvd.		9	52	59	51	
Lot - 9		0	6	4	7	
		18	40	51	39	

These Are The Number Of Spaces For Each Lot

- Lake & Forest Garage: 340
- Lot - 4: 48
- Lot - 12: 43
- Lot - 16: 70
- Lot - 9: 65
- North Blvd: 27
- Lot - 10: 70
- Lot - 3: 24

Meters On Lake St. Between Forest-Kenilworth  23 Meters	7:30	10:30	1:30	4:30
	3	10	14	7

These Are The Days For The Spaces To Be Counted

Sunday    Tuesday    Thursday    ~~Friday~~    Saturday

# LAKE + FOREST

NOVEMBER 03, 2011 PRESENTATION



**VIEW FROM NORTH**











## WHAT WE HEARD:

“Celebrate the corner”

“Can you sculpt the corner column”

“The canopy seems unresolved”

“Will the canopy disrupt the view, both in and out of restaurant”

“Explore material options if they make sense”

“There is an opportunity here”

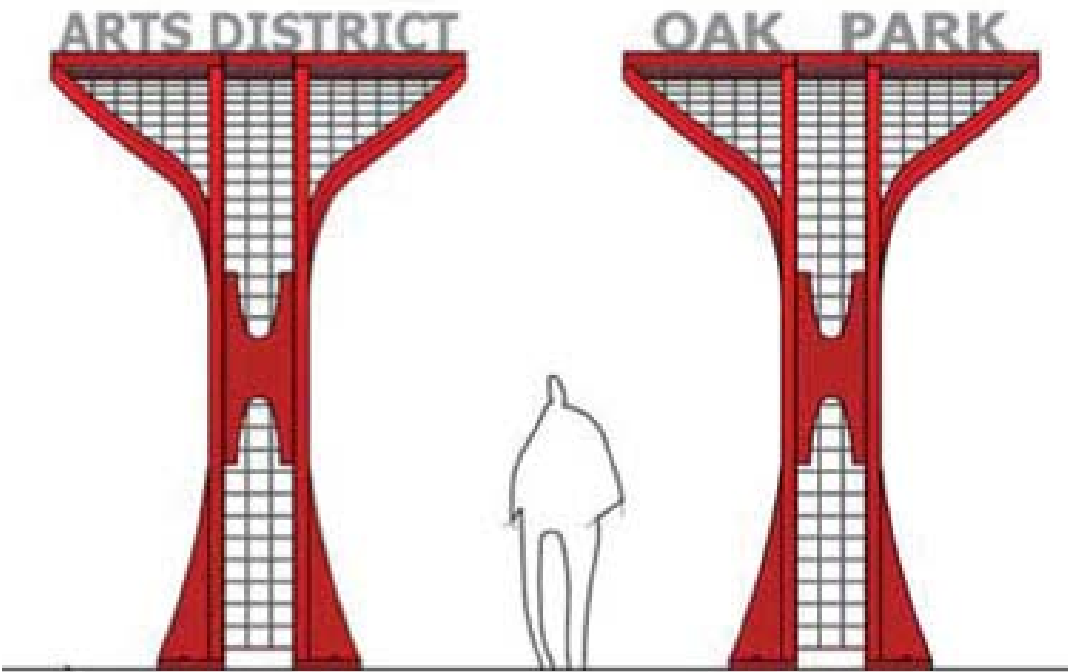
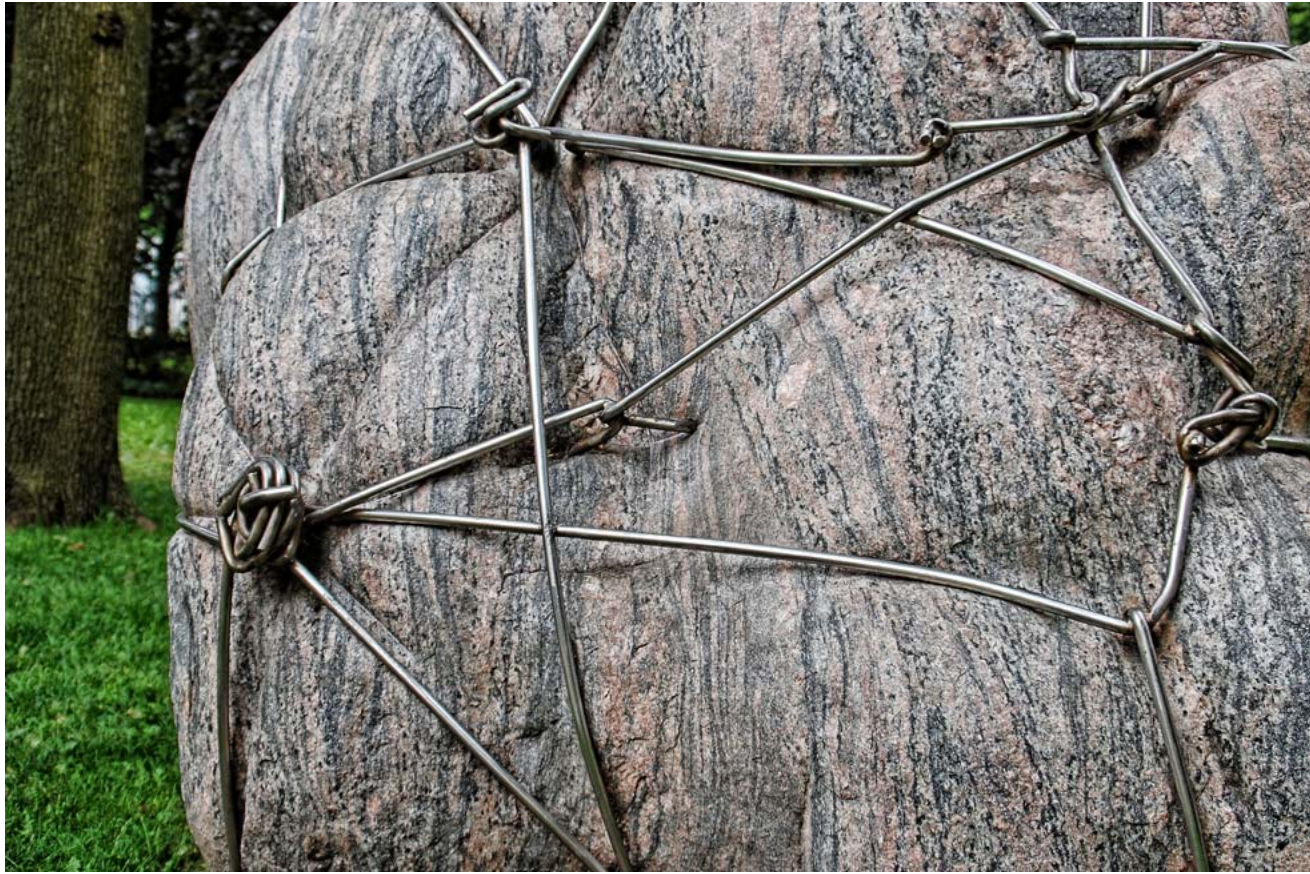








**ART VIEWED AS AN OBJECT**



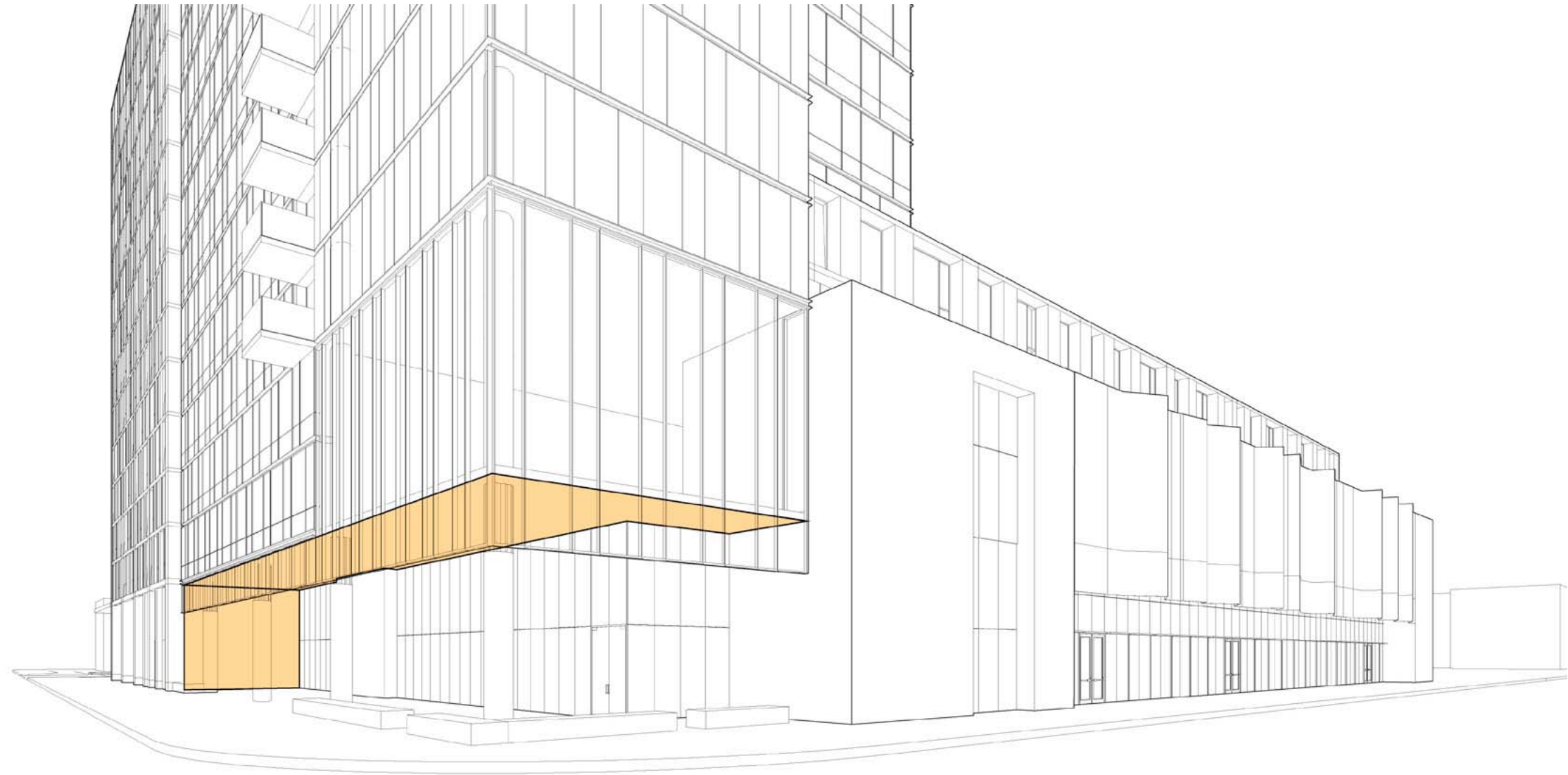




**COLUMN STUDIES AS AN OBJECT**







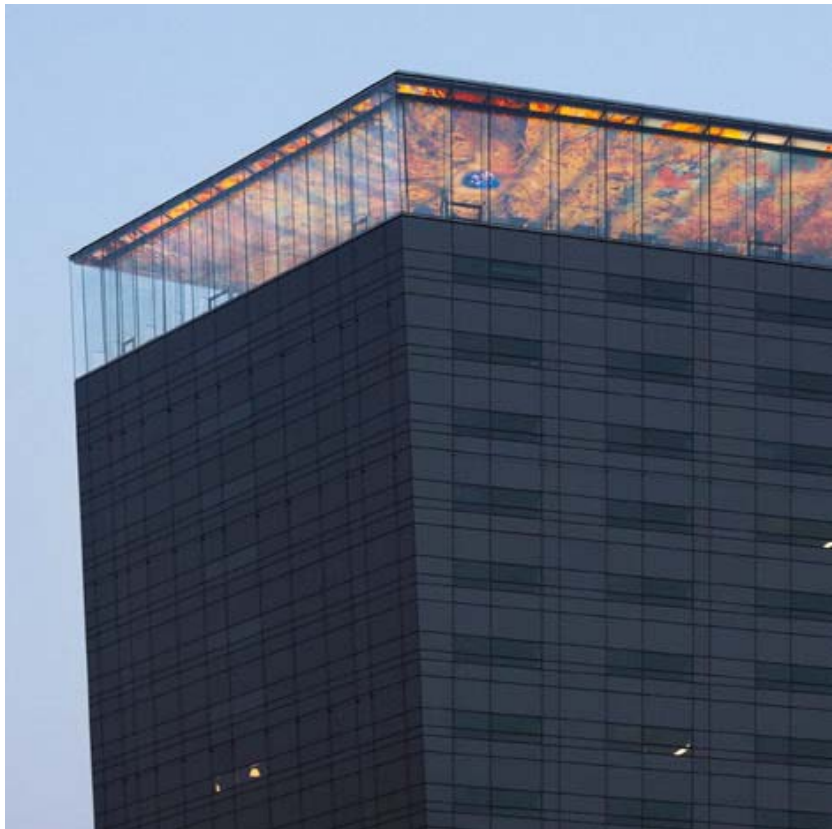


**ART EXPERIENCED AS SPACE, NOT OBJECT**





**ART EXPERIENCED AS SPACE, NOT OBJECT**





**ART EXPERIENCED AS SPACE, NOT OBJECT**



**ART EXPERIENCED AS SPACE AND OBJECT**





SIGNAGE EXPERIENCED AS SPACE













Gensler





## REVISED DESIGN PER PLAN COMMISSION'S COMMENTS

CHANGES MADE:

ELIMINATION OF CANOPY

BRICK RETURNS FARTHER INTO  
BUILDING

VEGETATION VEIL

WINDOW WALL SKIRTS PAST  
FLOOR SLAB AND CONTAINS  
OUTDOOR SPACE

PROPOSED RESTAURANT WIN-  
DOW NOW ALIGNS WITH TRIAN-  
GULATED RETAIL WINDOW

BRICK COLOR ADJUSTED

IMPROVED VIEWS IN AND OUT



**PREVIOUS DESIGN**

**REVISED DESIGN PER PLAN COMMISSION'S COMMENTS**





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VILLAGE OF OAK PARK  
AGENDA ITEM COMMENTARY

Item Title: Ordinance Related to Beekeeping in the Village of Oak Park (Ordinance Creating Chapter 20, Article 11 and Amending Chapter 16, Article 1, Section 4)

Resolution or Ordinance No. \_\_\_\_\_  
Date of Board Action: December 5, 2011

Staff Review:

Department Director Name:

Margaret Brown - Gyle

Village Manager's Office:

UP

Item History (Previous Board Review, Related Action, History): On June 20, 2011, the Village Board voted to approve the recommendation from the Board of Health to allow beekeeping in the Village and directed staff to draft an ordinance regulating bee hive maintenance. Upon review of the draft ordinance at the November 28, 2011 Village Board meeting, the recommendation was made that Section 20-11-2B, *Beekeeping Permit, Permit Expiration and Renewal*, include an annual renewal fee of \$75. The ordinance now includes the annual renewal fee.

Item Policy Commentary (Key Points, Current Issue, Bid Process, Recommendation):  
Honey bees are the primary pollinator of flowering plants, fruits and vegetables. Approximately one third of the human food supply depends on insect pollination, most of which is accomplished by honey bees. Beekeeping, as a hobby, is becoming increasingly more popular as a result of the recent interest in local and sustainable food sources. Local regulation of beekeeping is essential to assure the health and safety of all residents. Staff recommend adoption of the ordinance.

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):

Item Budget Commentary: (Account #; Balance; Cost of contract) The annual \$75 fee for permit renewal will help to defray administrative costs associated with permitting beekeeping as well as the costs associated with the initial inspection, by staff, and responding to complaints.

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

Proposed Recommended Action: Approve the adoption of the ordinance

**ORDINANCE RELATED TO BEEKEEPING IN THE  
VILLAGE OF OAK PARK**

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

**SECTION ONE: FINDINGS**

The Board of Trustees makes the following finds of fact:

1. Honey Bees, members of the genus *Apis*, are the primary pollinator of flowering plants, including ornamental plants as well as fruits and vegetables.
2. An estimated one third of the human food supply depends on insect pollination, most of which is accomplished by Honey Bees.
3. The United States has experienced a significant decline in Honey Bee populations due to colony collapse disorder.
4. The Board of Trustees of the Village of Oak Park finds that it is in the best interests of the Village to permit beekeeping under the limited circumstances set forth below.

**SECTION TWO:** That Chapter 20 of the Village Code entitled "Public Health" is hereby amended to add a new Article 11 entitled "Beekeeping," to read as follows:



## **ARTICLE 11: BEEKEEPING**

### **20-11-1: DEFINITIONS**

For the purposes of this Ordinance, the following words and/or phrases shall have the meanings described below:

**APIARY:** The assembly of one (1) or more hives or colonies of Honey Bees at a single location.

**BEEKEEPER:** A person who owns or has charge of one or more colonies of Honey Bees.

**BEEKEEPING EQUIPMENT:** Anything used in the operation of an Apiary, such as hive bodies, supers, frames, top and bottom boards and extractors.

**COLONY:** The entire Honey Bee family or social unit living together.

**HIVE:** A frame or structure used or employed as a domicile for bees.

**HONEY BEE:** The common domestic Honey Bee, limited to the *Apis Mellifera* species, specifically excluding the African Honey Bee, *Apis Mellifera Scutellata* or Africanized Honey Bees.

**LANGSTROTH TYPE HIVE:** A hive consisting of an outer frame with a solid top cover, an inner cover, a bottom board, and a number of boxes and supers containing tightly spaced moveable frames.

**LOT:** A contiguous parcel of land under common ownership.

**UNDERDEVELOPED PROPERTY:** Any idle or vacant lot that is not improved or actually in the process of being improved with structures or improvements intended for human use or occupancy.

### **20-11-2: BEEKEEPING PERMIT**

#### **A. Permit Required**

Persons wishing to establish ~~or maintain~~ a Honey Bee Apiary in the Village of Oak Park shall first obtain a beekeeping permit from the Village. Applications shall be submitted to the Director of Public Health. Beekeepers, who owned and operated a Honey Bee Apiary within the Village prior to the effective date of this Ordinance and who continue to do so after the effective date of this Ordinance, shall have 30 days after such effective date to

apply for a beekeeping permit. At the time of application for a Village beekeeping permit, the applicant shall:

1. Demonstrate compliance with all requirements of this Ordinance; and
2. Pay a seventy-five (\$75) nonrefundable permit fee for each apiary location.

**B. Permit Expiration and Renewal**

Village beekeeping permits shall expire on March 31 of each calendar year. Beekeepers must apply to renew their permit annually. Renewal permits may be obtained by submitting a renewal application to the Village of Oak Park Public Health Director. Renewal permits shall be subject to the same requirements as original permits, including the payment of the annual permit renewal fee.

**C. Inspection – Right of Entry**

By applying for a beekeeping permit, the applicant authorizes the Director of Public Health to enter on to that part of the applicant's property which contains the Apiary for the limited purpose of inspecting the Apiary for compliance with this Article.

**D. Non-Transferability**

No Village beekeeping permit shall be assigned or transferred to any other person, or to any other location. No refund shall be granted for any unexpired period of a Village beekeeping permit.

**E. State Registration**

All beekeepers must register their Apiary with the State of Illinois Department of Agriculture.

**20-11-3: HIVE TYPE**

All Honey Bee colonies shall be kept in Langstroth-Type Hives which shall be kept in sound and usable condition.

**20-11-4: MAINTENANCE**

**A. Apiary Maintenance**

Beekeepers shall keep all beekeeping equipment in good condition and secure unused equipment from weather, potential

theft, vandalism or occupancy by migratory colonies. Beekeepers shall ensure that no bee comb, wax or other materials are left upon the grounds of the apiary site. Beekeepers shall promptly store or dispose of any bee comb, wax or other materials which have been removed from the hive in a sealed container or within a building or other bee-proof enclosure.

**B. Water**

Beekeepers shall ensure that a convenient source of water is available within the Apiary to the bees at all times. A water supply is not required during winter months and other inactive months. The water source must be maintained so as to not create a breeding site for mosquitoes.

**C. Colony Maintenance**

Beekeepers shall monitor and maintain their colony or colonies so as not to become a nuisance. Colonies must be monitored on a minimum every other week from March 1 to November 30.

**D. Maintenance Records**

Beekeepers shall maintain records of colony maintenance and monitoring. Beekeepers shall produce those records to the Director of Public Health upon request.

**20-11-5: HIVE LOCATION**

**A. Ownership of Property**

No Apiary shall be located on Underdeveloped Property or on property owned, occupied or under the legal control of another person or entity.

**B. Distance from Property Line**

Bee hives shall be kept a minimum of five (5) feet from all property lines.

**20-11-6: FENCING AND FLYWAYS**

Bee hives must have a flyway barrier located at least 10 feet in front of the entrance to the hive. The flyway barrier shall consist of a solid wall, fence or dense vegetation at least six (6) feet in height. The flyway barrier shall extend ten (10) feet beyond the hive(s) so that the bees are forced to fly up to an elevation of at least six (6) feet over the property line.

The Apiary shall be enclosed on all sides by a fence, dense vegetation or a combination thereof at least five (5) feet in height. The entrance to the Apiary shall have a latched gate which shall be closed at all times when the beekeeper is not present.

#### **20-11-7: NOTICE**

Beekeepers shall conspicuously post a prominent weather-proof sign on the outside of the latched gate with the statement "Warning – Beehives on Property."

#### **20-11-8: BEE ALLERGY REGISTRATION**

The Department of Public Health shall maintain a bee allergy registration. Residents who have a certified anaphylaxis to bee stings, documented by a licensed physician, may notify the Department of Public Health to place their name and address on the bee allergy registration. The Department of Public Health will maintain a list of addresses of residents with certified anaphylaxis in addition to the physician documentation and will not issue an original a beekeeping permit for an Apiary within 150 feet of any address on the bee allergy registration.

The Department of Public Health will update the bee allergy registration list on an as needed basis.

#### **20-11-9: COLONY DENSITIES**

Beekeepers shall not keep more than two (2) colonies on any property.

#### **20-11-10: VIOLATIONS / PENALTY**

No person may keep bees except as permitted in this Article. Any person violating any provision of this Article shall be fined in accordance with Section 1-1-5 of this Code. In addition to any penalty imposed, the Village may, in its discretion, revoke any beekeeping permit, and refuse to issue a new permit to any person found to be in violation of this code, or to any other person living on the property where the violation occurred.

**SECTION THREE:** That Chapter 16, Article 1, Section 4 entitled “Schedule of Nuisances Generally” shall be amended so that Subsection Q reads as follows:

Q. The maintenance of bee hives **in violation of Chapter 20, Article 11.**

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

**ADOPTED** this 5<sup>th</sup> day of December 2011, pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by me this 5<sup>th</sup> day of December 2011.

---

David G. Pope  
Village President

**ATTEST:**

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Teresa Powell  
Village Clerk