



A g e n d a
President and Board of Trustees
Monday, June 27, 2011
Village Hall
123 Madison Street

Open Meeting/Special Meeting at 6:00 p.m. The Board is expected to immediately adjourn into Executive Session (Closed Session) in Room 130 at approximately 6:00 p.m. and will return to Open Session in Room 101 at 6:30 p.m.

Instructions for Agenda Public Comment
(3 minutes per person; 3 items per person maximum)

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

- I. **Call to Order**
- II. **Roll Call**
- III. **Consideration of Motion to Adjourn to Executive Session to Discuss the Purpose of Setting the Price for the Sale of Property and Personnel in Room 130 at 6:00 p.m.**
- IV. **Return to Open Session at 6:30 p.m. in Room 101**
- V. **Regular Agenda**
 - A. **Consideration of a Request by Sertus Capital Partners for Amendments to the Approval Redevelopment Agreement and Related Planned Development Ordinance at Lake and Forest**
- VI. **Consent Agenda**
 - B. **Resolution to Approve a Contract with Energy Choices, an Energy Consultant for Oak Park's Community Choice Aggregation in an Amount Not to Exceed \$50,000 Per Year.**

Overview: Staff recommends that the Board adopt a motion to approve a contract with Energy Choices to be the energy consultant to Oak Park's Community Choice Aggregation. Community Choice Aggregation allows the Village to bundle – or aggregate – residential and small commercial retail electric accounts and seek a cheaper, and possible cleaner, power source. Hiring an energy consultant familiar with Illinois' unregulated energy market and corresponding legislation will provide the Village of Oak Park with the expertise to efficiently obtain on behalf of its residents

and small commercial retailers, the best contract and service from the third party energy supplier ultimately chosen for the aggregation. The energy consultant fees are calculated as x tenths of a cent per kilowatt hour and will be part of the third party supplier charge to the aggregation. Energy Choices offered .00025 per kilowatt hour, and is capped at \$50,000.00 per year.

C. Ordinance and Resolution Authorizing Services for Crossing Guards

Overview: District 97 is seeking an additional year of crossing guard services following the 2010-2011 program. The Oak Park Police Department will provide oversight and District 97 will reimburse the Village for certain expenses per the agreement.

1. **Ordinance Authorizing the Execution of the Intergovernmental Cooperation Agreement between School District 97 and the Village of Oak Park Regarding the Provision of Crossing Guard Services**
2. **Resolution Authorizing a Crossing Guard Services Agreement between the Village of Oak Park and Andy Frain Services, Inc. For School Crossings Related to Oak Park Elementary School District 97**

E. Resolution Authorizing a Construction Management Services Agreement with the South Marion Business Association during the Infrastructure/Streetscape Construction in an Amount Not to Exceed \$34,400

Overview: South Marion Business Association is seeking a funding agreement with the Village to develop and execute a Customer Construction Communications plan for their area in light of the extensive interruption to business within the district boundaries during the infrastructure/streetscape construction project. The Construction Communications program is targeted to local and non-local customers urging them to "Pardon the Dust" and to continue to patronize these establishments. The agreement is not to exceed \$34,400, and is for Construction Communications efforts between June, 2011 and November 2011 only.

VII. Motion to Adjourn to Executive Session for the Purpose of Setting the Price for the Sale of Property, Property Disposition and Litigation in Room 130

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 at least 48 hours before the scheduled activity.

Agendas and agenda materials are now available electronically on the village web site. Visit www.oak-park.us, mouse-over News, then click on Board Agendas and Minutes.



MEMORANDUM

A 

DATE: June 21, 2011

TO: Thomas W. Barwin, Village Manager 

FROM: Craig Failor, Village Planner
Community Planning and Development

Re: **Lake and Forest Development Planned Development Amendment Process**

The follows details the amendments the applicant is seeking and the planned development public hearing process the applicant will follow.

PROCESS:

July 1, 2011: Amended Application Submitted
July 5, 2011: Submit Legal Notice to Newspaper by 11AM
July 5, 2011: Refer Amended Application to Plan Commission
July 21, 2011: Begin Plan Commission Hearing – Continue through August
September/October: Plan Commission Recommendation to Village Board
October: Village Board Decision

AMENDMENTS:

Multi-tenant mixed use development including public parking, commercial use, condominiums and a hotel. **AMENDMENT:** *Multi-tenant mixed use development including public parking, commercial use, market rental units and age-qualified rental units.*

Allowances:

APPROVED: 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 plus 360 square feet of land per guest room; the Applicant is proposing 140 hotel rooms and 85 dwelling units, which requires a total of 111,500 square feet of land. The subject property is 69,937 square feet in size requiring a 41,563 square foot allowance. **AMENDMENT: 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 not less than 3,000 square feet of land for the first two multiple-family units and an additional 700 square feet of land per dwelling unit in excess of two (2). The Applicant is proposing 264 dwelling units; a mixture of studios, one-bedrooms, and two-bedrooms, which requires a total of 186,400 square feet of land. The subject property is 69,937 square feet in size requiring an 116,463 square foot allowance.

APPROVED: PARKING Section 6.2.2(D) Number of Required Parking Spaces requirement are as follows: Hotels require one (1) parking space per guest room; Residential: 1.25 space for each one bedroom dwelling units, 1.5 spaces for each two bedroom dwelling unit and 2 spaces for

each three bedroom dwelling unit; and Retail 1 parking space for each 500 sq. ft. – the development requires on-site parking for 140 hotel rooms, 40 one bedroom units, 28 two bedroom units and 17 three bedroom units and approximately 8,550 sq. ft. of retail space yielding a total base parking requirement of 283 spaces and the development will contain 210 parking spaces, in addition to the 300 public parking spaces, thereby requiring an allowance of 73 parking spaces. **AMENDMENT: PARKING** Section 6.2.2(D) Number of Required Parking Spaces requirement are as follows: Residential: 1 space for each studio dwelling unit, 1.25 space for each one bedroom dwelling units, 1.5 spaces for each two bedroom dwelling unit. Retail is 1 parking space for each 500 sq. ft for approximately 8,550 sq. ft. of retail space equaling 18 parking spaces. There is no change in the commercial requirement. For the purpose of computing total parking spaces required, the commercial portion has been added. The amended residential is as follows: 98 studio units [98 parking spaces]; 93 one-bedroom units [117 parking spaces]; 73 two-bedroom units [110 parking spaces]. Total units = 264. Total residential parking spaces required = 325. Residential + Commercial = 343 parking spaces required. The applicant is proposing to provide 330 parking spaces a difference of 13 parking spaces.

Program Changes:

- Remove Hotel
- Remove Condominiums
- Add Rental Apartments (market and age-qualified)
- Change in Parking
- Change is Building Material for approved Hotel façade.

No Change to Program:


- Retail/Commercial Component
- Public Parking Component
- Height
- Massing
- Setbacks
- Lot Coverage

If you have any questions, please contact me.



A

Memo

To: Tom Barwin, Village Manager 

From: Loretta Daly, Business Services Manager

CC: Ray Heise, Village Attorney

Date: June 21, 2011

Re: Lake & Forest RDA

As reported at the June 20th, 2011 Board Meeting, Sertus Capital Partners has submitted a request for amendments to the June, 2009 Lake and Forest RDA to conform with Sertus's revised project proposal received in May, 2011.

Sighting the changing market of the last several years, and the continued shortage of available funding for hotel development, Sertus is requesting that the Village agree to a change in the development program which converts the hotel and residential condominium portion of the existing RDA to residential rental apartments. The retail portion of the project will remain the same. Michael Glazier and Sertus Capital Partners, have been asked to outline their requested changes and rationale for them at the June 27th, 2011 Board Meeting.

We anticipate the Board will be asked at the June 27th Regular Meeting to consider authorizing staff to enter into renegotiations with the Developer in hopes of reaching agreement on amendments to the current RDA which will include modification to the use, as well as the financial terms should the hotel component be altered.

The RDA renegotiations are the first step in this process as the developer will also need to submit an amended PUD application for review and recommendation by the Plan Commission. Craig Failor, Village Planner is submitting for Board review a memo outlining the amended PUD process.

Sertus has submitted the attached proposal outlining their new program which will include the following:

- 264 Rental Units within the currently approved design with the only alteration occurring as a possible change in height to the parking component, and a modest alteration to the façade of the South West facing of the structure where the hotel had been scheduled. With the possible exception of the number of levels of the garage the massing will not be altered by the new program.

The developer is currently analyzing the number of parking spaces that he will require for private use. There is no request for a revision to the 300 public parking spaces already approved in the RDA.

The following is an initial overview of the RDA provisions which would likely need to be reviewed and or amended:

- **Recitals M & Q:** Eliminate Hotel References, and amend the number of residential units, parking spaces and umber of parking levels.
- **Section 2.01:** Eliminate "Hotel and "Hotel Parcel" definitions
- **Section 5.01A:** Amend minimum and maximum number of residential units
- **Section 5.01C:** Amend number of parking spaces and number of parking levels
- **Section 5.01D:** Eliminate "Hotel" Subsection
- **Section 5.04A:** Rework formula for "Hard Costs"
- **Section 5.04E:** Eliminate \$350,000 "Termination" Reimbursement
- **Section 5.04H:** Eliminate VOP 22% reimbursement of Developers land costs
- **Section 5.07:** Eliminate \$500,000 "Hotel" Assistance

The following process schedule is suggested for review and comment:

June 27 th	Board authorization to enter into RDA renegotiation
July 1	PUD Application Received from Developer
July 5 th	Board reviews PUD Application and refers to Plan Commission
July 18 th	Board reviews/approves RDA Amendments
July 21 st	Plan Commission opens PUD Hearings

SERTUS CAPITAL PARTNERS, LLC.

PROPERTY INVESTMENT & DEVELOPMENT



Via e-mail

May 3, 2011

Mr. David Pope, Village President
Board of Trustees
Mr. Thomas Barwin, Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

Re: Redevelopment Agreement July 15, 2009 between Village of Oak Park and Lake Street Investors, LLC and related Planned Unit Development for the N/E/C of Lake Street and Forest Avenue

Dear President Pope and Honorable Trustees:

We are writing in connection with the captioned PUD and RDA. As you know, these agreements contemplate a mixed-use development that includes residential condominiums, retail, public and private parking and a 140-room hotel. Since approval of the PUD in March 2010, we have diligently endeavored to obtain a commitment from a hotel investor to participate in the project's investment. While all of the prospective hotel investors with whom we have discussed this project acknowledge the benefits of a hotel in Oak Park and, indeed, at this location and accept the positive arguments in favor of such an investment, due to the continuing and overwhelmingly adverse economic conditions in the hospitality market, specifically, and the lingering problems in the credit markets, generally, we have been unable to secure any committed interest for the hotel segment of the project investment. Therefore, we have concluded that the hotel is not feasible within even the extended time frames contemplated in the PUD and RDA.

WHY THE HOTEL WILL NOT WORK

The main challenges facing the hotel portion of the project are threefold. First, the overall hospitality industry continues to be depressed compared to the occupancy and Average Daily Rate (ADR) levels that prevailed prior to the commencement of the Great Recession.

The projected occupancy and ADR rates prior for 2011, according to the TR Mandigo report dated December 2008 that was jointly procured by the Village and Sertus and was part of the PUD Application for this project, were 68% and \$177.45/night for a typical year (stabilized), respectively. Based on those two key operating metrics for hotels, the hotel portion of the project was considered feasible, although the location and nature of the proposed facility made it a more challenging investment to ramp up to stabilized occupancy. (That risk, however, was addressed by the agreement to provide the hotel with a refund of taxes over two years in the total amount of \$500,000.) Today those metrics stand at 68% occupancy but at \$70.00/night as indicated in the attached STR Report dated March 2011. Moreover, the recovery in occupancy rates achieved over the past 36 months, as the report indicates, has come at the expense of ADR. What these trends mean is that for most new hotel projects today – extraordinarily located projects excepted – this is not a market that currently demands the addition of a new supply of rooms.

Second, as a direct result of the credit crisis that unleashed the Great Recession, banks and other credit-providing institutions are not extending very much new construction debt for hotel development. This is mostly due to the rate and occupancy considerations mentioned above. In addition, the percentage of project costs that can be financed has fallen dramatically, from a high of 70%- 80% to no more than 50%. The result is that since hotel investors must commit a much greater portion of costs to capitalization of a project than before which means, all things being equal, their returns will be diminished.

Third, because hotel investors consider Oak Park a spill-over market of Chicago, whose mid-week demand – which is the key occupancy consideration for hotel investment underwriting – is directly connected to downtown rates and occupancy, it receives a notably lower priority in consideration as a target for investment than locations in the Chicago Central Business District or O'Hare submarkets. This means even if the occupancy and rate considerations as well as credit markets return to pre-recession norms, a location such as ours will be only become an attractive target after core area locations themselves can again attract significant amounts of new hospitality investment.

WHAT WILL WORK

If overheated and under-regulated for-sale housing and mortgage markets made for-sale housing a victim in the Great Recession, they made rental housing a significant beneficiary. Apartment investment as a generic alternative to condominiums and other for-sale new housing, when unemployment remains elevated and mortgages for previously qualified home buyers remain scarce, has in

recent months experienced a significant uptick in capital in-flows. This shift is further enhanced by demographic trends, whereby younger would-be buyers of homes are entering and remaining in the rental market longer, while older, would-be empty-nester buyers are now considering rental properties as an economically prudent housing alternative when downsizing from single-family homes.

These sentiments are borne out by CB Richard Ellis in its 2011 annual report on multi-family housing in which they state that "there is a widely held belief that we could see significant rent increases over the next three years due to a combination of factors, including the firming of occupancy rates, the demographic bulge of rents and a million new annual household formations, the difficulty of qualifying for a single-family mortgage, a significant shift from a propensity to own to a propensity to rent and the relatively low level of multifamily development."

PROPOSAL

In view of the above-described market conditions, we have completed a preliminary evaluation for converting the hotel and residential condominium portion of the existing PUD plan to rental apartments. We believe that, with little adjustment to the overall design, we can repurpose those portions of the program to make the project achievable in the near term.

It should be noted that the revised program includes an allocation of rental units to what is known as age-qualified residents. Age-qualified housing is a HUD-established exemption to the fair housing act that permits households for a given property to be restricted by a renter's age and an exclusion of dependent children. It is not elderly housing, nor is it tax-advantage or otherwise subsidized. Rather, it addresses the practical demands for a segment of the population who prefer to live in a building of contemporaries. It is also well to note that the design and construction of units for this portion of the project is not significantly different than other market-rate apartments. Therefore, we will not request a special designation for these units in our application to amend the PUD in order to retain flexibility in the future to adjust to market conditions and changing demographics.

We believe this is an important component for new housing development, particularly in places like Oak Park where property taxes, as has been reported recently in the local papers, can ultimately force long-time residents out of the community who are on fixed- or reduced-incomes.

The below table summarizes a breakdown of the unit types and sizes that comprise the revised program.

MARKET UNITS					
Type	% of Total	Qty	Total GSF	GSF/unit	Total NSF
Studios	20%	56	29,831	529	25,356
1 BR/BA	40%	68	59,662	882	50,712
2 BR/2BA	40%	53	59,662	1,118	50,712
	100%	177	149,154	841	126,780
		Efficiency		85%	
AGE-QUALIFIED UNITS					
	% of Total	Qty	Total GSF	GSF/unit	Total NSF
Studios	33%	42	22,161	529	18,885
1 BR/BA	33%	25	22,161	882	18,743
2 BR/2BA	33%	20	22,161	1,119	19,023
	100%	87	66,484	764	56,651
		Efficiency		85%	
TOTAL COMBINED					
	% of Total	Qty	Total GSF	GSF/unit	Total NSF
Studios		98	51,992	1,058	44,241
1 BR/BA		93	81,823	1,764	69,455
2 BR/2BA		73	81,823	2,237	69,735
		264	215,638	1,605	183,431
		Efficiency		85%	

98
 239
 110

 447 267

Letter to Village of Oak Park

May 5, 2011

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The retail portion of the project would remain unchanged for the approved PUD. The parking would need to be expanded to accommodate the necessary spaces related to the change of use and increase residential unit count. This can be achieved by adding two or more levels of additional parking to the currently designed four-level structure in the current approved design with no adverse impact to either neighboring properties or the functionality of the project itself. Therefore, no increase in the overall height of the structure would be necessary.

LAND ECONOMICS

The RDA contemplates that the Village, at closing, shall contribute its land in-kind to the project assemblage as well as contribute a proportionate share to an agreed upon portion of Sertus' land cost. The proportion is based on the percentage of gross floor area that the new Village parking spaces comprise relative to the total project's gross floor area. (In the PUD plan, it is approximately 22%.) The contribution in-kind was considered as part of the incentive for development of the hotel. At the time the RDA was signed, the Village parcel was appraised for approximately \$3mm and the Sertus parcel was appraised for approximately \$5 mm. Since the PUD's approval, the Sertus parcel has increased in value to \$5.85 mm, based on a bank-ordered appraisal, while overall market values have declined with the slow down in the economy. It is our intention, notwithstanding language in the RDA that identifies the Village's in-kind contribution to be part of the incentives for the hotel, to retain that benefit for the changed project, while also leaving the contribution paid by the Village for its portion of the Sertus land unchanged. The reasons for retaining the existing land arrangements are as follows:

1. The contemplated development will still be approximately 450,000 gross square feet or greater (depending on the final parking count required in connection with the revised program), with the Village receiving back at completion a 300-space indoor parking facility.
2. While a residential development is certainly a change away from the originally desired hotel portion of the approved PUD, it will still deliver to the community significant benefits, some of which are similar to the hotel, and some better. These include an increased proximate and constant population living in downtown Oak Park – as opposed to a hotel, whose patrons would be transient and whose occupancy level in the best of times would be only in the range of 65% -- which will greatly benefit area retailers, thereby enhancing the Village's sales tax receipts, both from the new retail space within the development itself and more broadly in the community. In

addition, the tax increment to Oak Park from apartments would likely be greater than from a hotel.

3. Any increase in the land cost that might be imposed on the proposed change in program would all but deny its financial feasibility. Were the Village to require a \$3mm payment (or more precisely, 78% of \$3mm as the allocated portion of the private part of the project), it would increase the land cost per unit to in excess of \$20,000/residential unit. This is a red flag in underwriting of apartments and therefore would make the development unfeasible.

BOARD APPROVAL AND SCHEDULE

In order to pursue the revised program, we will need to achieve the following schedule milestones:

<u>Days</u>	<u>Action Item</u>
15	Board of Trustees approval of revision to the project program and referral to the Plan Commission for an amendment to the PUD
30	Preparation of amendment to the PUD for change in use, supported by market study, updated traffic and parking studies, updated shadow study to confirm impact of revised parking
30	Plan Commission Hearings
15	Amendment to PUD
120	Preparation of Building Permit Set

Based on the above schedule, we will need to start this process quickly. Even in the best time outcome, it is fair to say that we will require an additional 90-day extension of the first milestone in the RDA to allow for the timely submission of the building permit application, especially since that date is currently set for December 19, 2011. While the above schedule shifts the project start date back, through our conversations with our construction consultants we believe that the construction schedule can in fact be accelerated by up to 7 months from what was indicated in our original PUD application materials.

Letter to Village of Oak Park

May 5, 2011

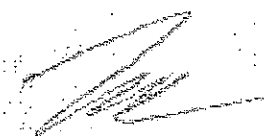
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In closing, we understand that the foregoing information and request represents a shift away from the program approved in the PUD for Lake and Forest. However, we believe that this proposal adapts and builds on the work we have jointly achieved to date with the Village for the site in a manner that is consistent with the Downtown Master Plan (even more so, in some respects) and positions the project as imminently viable in the near term. More specifically, the revised program offers the following benefits in that it:

- Modifies the program to make its realization highly feasible in the current economic climate by replacing the hotel and condos with market-rate age-qualified and -unqualified rental apartments;
- Preserves, with virtually no architectural changes, the already approved PUD design and massing;
- Replaces the deteriorating Lake and Forest parking structure owned by the Village with a new, enclosed public parking facility at a time when construction costs are at near term lows;
- Provides the Downtown Oak Park with an enlarged residential population;
- Provides the same if not a greater contribution to the Village of Oak Park's tax base as the already approved program that includes a hotel;
- With an increase in private parking spaces to accommodate the higher count in residential units, provides a greater potential for maximizing utilization between public and private portions of the garage during peak time use; and
- Removes the subsidy for the hotel from the RDA agreement.

We would appreciate the opportunity to meet and discuss this as soon as possible in order to agree on next steps. We are at your disposal to review this proposal, answer your questions and address any comments you have with respect to this proposal.

Sincerely,

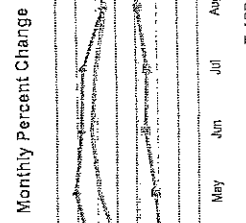
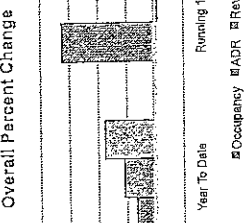


Michael Glazier

CC: Sertus Capital Partners, R. Acosta, Esq., T. Ablum, J. Prescott

Attachments: STR Report – March 2011, HOPA Explanation, Consumer Expenditure Demographics

Tab 2 - Trend Selected Zip Codes
 VAIL ONY PARK
 For the Month of March 2011



Category	2009												2010												2011		
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Jan	Feb	Mar						
Occupancy	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9						
ADR	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8						
RevPAR	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5						
Year To Date	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9						
Running 12 Months	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9						
Percent Change	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
Occupancy	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9						
ADR	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8	65.8						
RevPAR	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5	40.5						
Year To Date	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9						
Running 12 Months	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9	61.9						
Percent Change	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						

Source 2011 SMITH TRAVEL RESEARCH, Inc.

A blank row indicates the transaction data.

**Questions and Answers
Concerning the Final Rule Implementing
the Housing for Older Persons Act of 1995 (HOPA)**

Title VIII of the Civil Rights Act of 1968 (the Federal Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (the Fair Housing Act), prohibits discrimination in housing and real estate-related transactions based on race, color, religion, sex, national origin, handicap and familial status (in general, the presence of children under the age of 18 in the household). The prohibition against discrimination based on familial status became effective March 12, 1989. The Act contained a provision exempting "senior" housing from the prohibition against familial status discrimination.

The Housing for Older Persons Act (HOPA), signed into law by President Clinton on December 28, 1995, amended the housing for older persons exemption against familial status discrimination. The HOPA modified the statutory definition of housing for older persons as housing intended and operated for occupancy by at least one person 55 years of age or older per unit. It eliminated the requirement that housing for older persons have significant services and facilities specifically designed for its elderly residents. It required that facilities or communities claiming the exemption establish age verification procedures. It established a good faith reliance defense or exemption against monetary damages for persons who illegally act in good faith to exclude children based on a legitimate belief that the housing facility or community was entitled to the exemption.

Question 1

**For the purpose of HOPA, what is a housing community or facility?
What are some typical examples of a housing, community or facility?**

Answer

A housing community or facility is any dwelling or group of dwelling units governed by a common set of rules, regulations or restrictions. A portion of a single building may not be considered a housing facility or community. Typical examples include: a condominium association; a cooperative; a property governed by homeowners or resident association; a municipally zoned area; a leased property under common private ownership; a manufactured housing community, a mobile home park.

Question 2

May an owner of single family houses that are dispersed throughout a geographical area, and who is not otherwise exempt under the Fair Housing Act, qualify as a "housing community or facility" and claim the exemption?

Answer

No. The common use of the terms "housing community" and "facility" applies to dwelling units which are in the same location and have some relationship to each other. The dwelling units in a housing community or facility must share a common set of rules, policies, and procedures, that is applied to all of the dwellings in the community or facility. Further, although there is no required stated minimum number of dwelling units that must be present for the exemption to apply, there must be a sufficient number of dwelling units to constitute a "community" or "facility" in the common meaning of those terms. One single family dwelling or a duplex would not qualify as a "housing community or facility."

Question 3

What must a housing community or facility do to qualify for the 55 or older housing for older persons exemption?

Answer

In order to qualify for the exemption, the housing community/facility must satisfy each of the following requirements:

- a) at least 80 percent of the occupied units must be occupied by at least one person 55 years of age or older per unit;
- b) the owner or management of the housing facility/community must publish and adhere to policies and procedures that demonstrate an intent to provide housing for persons 55 years or older; and
- c) the facility/community must comply with rules issued by the Secretary for verification of occupancy through reliable surveys and affidavits.

Question 4

What are some examples of the types of policies and procedures that would demonstrate an intent to provide housing for persons 55 years of age or older?

Answer

Examples include:

- a) the written rules, regulations, lease provisions, deed or other restrictions,
- b) the actual practices of the owner/management of the housing facility/community used in the enforcement of the rules;
- c) the kind of advertising used to attract prospective residents to the housing facility/community as well as the manner in which the facility/community is described to prospective residents;
- d) the housing community's/facility's age verification procedures, and its ability to produce, in response to a familial status complaint, verification of required occupancy.

Question 5

May a housing facility or community advertise as "adult" housing and still demonstrate the intent to be housing for older persons?

Answer

Use of the word "adult" or "adult community" in an advertisement, sign or other informational material, or when describing the facility or community to prospective renters or purchasers or members of the public, does not demonstrate an intent to be housing for older persons as defined by the final rule. The use of these terms, on the other hand, does not destroy the intent requirement of HOPA. If a facility or community has clearly shown in other ways that it intends to operate as housing for older persons, and meets the 80% requirement, and has in place age verification procedures, the intent requirement can be met even if the term "adult" is occasionally used to describe it. The Department will look at the totality of the circumstances in the investigation of a complaint alleging that the facility or community does not qualify as housing for older persons.

Question 6

How many days after the effective date of the final rule implementing HOPA does a facility/community have to develop routine procedures for determining the occupancy of each unit, including age verification?

Answer

The housing community/facility has 180 days after the effective date of the rule, May 3, 1999, to develop the appropriate procedures that should constitute a part of its normal leasing and purchasing procedures. However, if a housing facility or community is not now but intends to become eligible for the exemption, it should not delay development of appropriate procedures.

Question 7

What information should a housing provider include in its survey of residents in order to calculate whether the community or facility meets the 80% requirement of HOPA?

Answer

The owner or manager should obtain the total number of units in the housing community or facility. From that number, the following units should be excluded from the calculation of the 80% requirement:

- a) the number of units that have been continuously occupied by the same household since September 13, 1988, and the household did not contain and does not currently contain at least one person over the age of 55;
- b) the number of unoccupied units (see question 22);
- c) the number of units occupied by employees of the housing facility or community who are under 55 years of age, and who provide substantial management and maintenance services to the housing facility or community
- d) the number of units occupied solely by persons who are necessary or essential to provide medical and/or health and nursing care services as a reasonable accommodation to residents.

The owner or management then should calculate the percentage of the remaining number of units that are occupied by at least one person age 55 or over as of the date of the survey or the alleged date of violation of the Act.

Question 8

What is considered reliable age verification documentation?

Answer

The following documents are considered to be reliable for age verification: birth certificate, drivers license, passport, immigration card, military identification, or any other state, local, national or international documentation, provided it contains current information about the age or birth of the possessor.

Question 9

Is there any other documentation that would be considered reliable for age verification?

Answer

Yes. A self certification in a lease, application affidavit, or other document signed by an adult member of the household asserting that at least one occupant in the unit is 55 years of age or older will satisfy this requirement.

Question 10

What recourse is there for the owner or management of the housing community or facility if the occupants in the household refuse to cooperate in providing documentation regarding their age?

Answer

The housing/community facility may, if it has sufficient evidence, consider the household to be occupied by at least one person who is 55 years or older. Statements made under penalty of perjury from third party individuals who have knowledge of the age of the occupants of a household may be used when the household itself refuses to cooperate by providing age verification. Other information, such as statements indicating age in prior applications may be acceptable. In addition, the facility/community may base its decision on government documents such as census data. The census data referred to is household censuses that are conducted by many cities and towns.

Question 11

How frequently should a housing/community provider update its lists of occupants to be in compliance with the age verification requirements of HOPA? Are there any consequences if a housing provider fails to update its list of residents?

Answer

HOPA requires that a housing facility/community re-survey its lists of residents every two years to ensure that the 80% requirement is met. A housing community's or facility's failure to survey or re-survey its list of occupants in accordance with its age verification procedures does not demonstrate intent to housing for older persons, and could jeopardize the housing community's status as 55 or older housing.

Question 12

How long should a housing community/facility retain its records of survey information that show it meets the 80 percent requirement?

Answer

The records referred to in Answer 9 above need to be kept as long as the housing community/facility intends to proffer its exempt status.

Question 13

Are the surveys and affidavits used to gather information about the facility's/community's residents admissible in an administrative or judicial proceeding under the Fair Housing Act?

Answer

Yes.

Question 14

What does the ratio or percentage of 80/20 portion of housing mean?

Answer

HOPA requires that at least 80 percent of the occupied units must be occupied by at least one person 55 or older. The remaining 20 percent of the units may be occupied by persons under 55, and the community/facility may still qualify for the exemption.

Question 15

Is it lawful to advertise or market the 20 percent portion of the units not required to be occupied by at least one person 55 years of age or older to prospective tenants/purchasers under age 55 and to families with children?

Answer

Yes. However, the marketing must be done in a way that identifies the facility/community as housing intended for older persons. Advertising and marketing must not be inconsistent with the intent. Further, the facility/community needs to plan with care any attempt to sell or rent the entire 20 percent portion of the remaining units to incoming households under age 55, because it could risk losing the exemption if some occupants over 55 die, with surviving spouses or heirs who are under 55 years of age. Such planning should address notice to incoming households under the age of 55 regarding how the housing provider will proceed in the event that the 80% requirement is endangered.

Question 16

May a housing facility/community impose an age limitation more restrictive than that required by HOPA and qualify for the 55 or older exemption?

Answer

Yes. For example, the housing facility/community may require that at least 80 percent of the units be occupied by at least one person 60 years of age or older. The housing facility/community may require that 100% of the units are occupied by at least one person 55 years of age or older, or that 80% of the units be occupied exclusively by persons aged 55 or older. However, the facility/community should review other state and local laws, including fair housing laws that may prohibit discrimination based on age, before establishing policies and procedures restricting occupancy based on age, or affecting survivors' rights to property, that are not covered under HOPA.

Question 17

If a housing facility or community meets the requirements of HOPA but permits up to 20 percent of the units to be occupied by families with children, may the facility/community impose different terms and conditions of residency on those families with children who reside there?

Answer

Yes. If a housing community/facility qualifies under HOPA as housing for older persons, the community/facility is exempt from the Act's prohibition against discrimination on the basis of familial status. The housing community/facility may restrict families with children from benefits of the community, or otherwise treat family households differently than senior households, as long as those actions do not violate any other state or local law. However, the community/facility is not exempt from the provisions of the Act that prohibit discrimination against any resident or potential resident on the basis of race, color, religion, national origin, sex, or disability.

Question 18

If a 55 or older occupant dies and leaves his/her property to a surviving spouse or heir(s) under the age of 55, what rights, if any, do the survivors have to possession?

Answer

The right to possession by a surviving spouse or heir is not governed by the HOPA or the Fair Housing Act. Whether an underage heir or surviving spouse can occupy the unit upon the death of the 55 or older occupant is a matter of state/local law or custom, and generally is governed by private contractual agreements between senior housing developers and the individuals who purchased or rented the dwelling. The provision in the Act permitting 20 percent of the units to be occupied by persons under 55 is intended, in part, to prevent a housing facility/community from losing the exemption due to situations where there are surviving spouses and underage heirs when the 55 or older occupant dies.

Question 19

In the event that the sole 55 or older occupant dies, and a surviving spouse or heir remains in the unit, is the surviving occupant counted in the 80 percent or the 20 percent portion of the units needed to meet the criteria for housing for older persons?

Answer

The surviving occupant must be counted in the 20 percent portion.

Question 20

How should a housing provider count, for the purpose of meeting the 80/20 occupancy requirement, attendants or health care providers needed for the reasonable accommodation of the disability of an occupant (including family members under the age of 18)?

Answer

The attendant or health care provider or family care provider is excluded from the calculation in its entirety. This is true whether the live-in person resides in the same unit with the disabled occupant or in a separate unit. Neither circumstance adversely affects the exemption of the housing facility/community.

Question 21

How is the calculation for the 80/20 percent requirement affected if a 55 or older individual purchases a dwelling in a senior housing facility/community, vacates the unit, and allows an underage adult relative to move in for an indefinite length of time?

Answer

In calculating whether a community/facility meets the 80 percent requirement, it is the occupants of the dwelling units who are counted, not the owners. In this example, the current resident, the underage adult relative, would be counted in the 20 percent portion. Similarly, if a 55 or older owner/occupant decided to vacate a unit for an indefinite period of time and rent to an underage individual, the current occupant would be counted in the 20 percent portion.

Question 22

Are there circumstances under which a 55 or older owner/tenant might be temporarily absent from a dwelling without affecting the exemption status of the community/dwelling?

Answer

Yes. For example, the 55 or older occupant may be on vacation, hospitalized, or absent for a season without affecting the exempt status of the community. The resident may, if he/she wishes, allow a younger relative or a house sitter under 55 years of age to live in the unit during this absence. In either event, the unit would be included in the calculation of the 80 percent occupancy requirement as long as the dwelling is not rented out, the owner/tenant returns on a periodic basis, and maintains legal and financial responsibility for the upkeep of the dwelling.

Question 23

Can a housing community/facility that does not now meet the 80 percent occupancy requirement take any action to become eligible?

Answer

Yes. For a period of one year after the rule became effective (May 3, 1999), a housing provider may reserve all new, vacant and/or unoccupied units/dwellings for occupancy until 80 percent of the units/dwellings are occupied by at least one person 55 years of age or older. This does not mean that the dwellings/units must be held off the market; indeed, marketing the units as 55 and over units during the transition period may be done as those units become vacant.

Question 24

During this transition period, may a facility/community refuse to rent or sell to families with children in its effort to qualify as housing for older persons?

Answer

Yes. If, during the one year period the facility/community demonstrates its intent to be housing for older persons through advertising and revisions to or development of rules and procedures, and adopts age verification procedures, it may refuse to rent or sell to applicants based on their familial status. Of course, the facility/community may have to meet the requirements of state and local laws with respect to making the changes required for the transition in its covenants or other instruments binding on the property.

Question 25

Can the facility/community evict families with children during the transition period for the purpose of becoming housing for older persons?

Answer

No. However, the housing facility/community can renew or not renew leases for families with children if doing so does not represent a change in its practices or does not violate state or local landlord tenant law. Additionally, while the facility/community may not take any measures deliberately designed to discourage families with children from continuing to reside in the community, nothing prevents the offering of positive incentives that might lead some families to seek housing elsewhere.

Question 26

What if a 55 or older housing provider, at the end of the transition period, does not succeed in meeting the 80 percent occupancy requirement?

Answer

At the expiration of the one year period, all units/dwellings must be marketed and made available to the public in general, including families with children. Additionally, all restrictive operations policies which may impact negatively on families with children must be rescinded.

Question 27

When does HUD become involved in determining whether a 55 or older housing community or facility is in compliance with HOPA requirements?

Answer

HUD's involvement begins in one of two ways: 1) when a person allegedly injured on the basis of familial status files a complaint against a housing facility/community and the respondent claims the exemption as a defense; or 2) when HUD commences a Secretary-initiated investigation or files a complaint based on information it has that indicates the need for an investigation.

Question 28

When must a person claiming to be injured by a housing community/facility because of familial status file a complaint with the Department in order for the complaint to be timely?

Answer

The complaint must be filed no later than one year after the alleged discriminatory act occurred or was terminated.

Question 29

Can a household which does not fall within the Fair Housing Act's definition of familial status file a complaint challenging a housing provider's attempt to provide housing for older persons?

Answer

No. The family cannot file a familial status complaint because it does not meet the definition of familial status.

Question 30

Can an owner of a dwelling file a complaint based on familial status if the owner is being impeded in the ability to sell or rent the dwelling because the housing facility/community is claiming to be 55 and over housing but does not meet the requirements for the exemption?

Answer

Yes, if the owner has affirmatively undertaken to rent or sell his property and can establish that the housing community/facility illegally (is not qualified housing for older persons) interfered with the owner's ability to do so, he/she can file a familial status complaint. Other complainant parties could include the family with children seeking to rent or buy but was denied the opportunity, as well as any real estate agent involved in the transaction.

Question 31

If an individual files a complaint based on familial status and the housing community/facility claims the exemption as a defense, who has the burden of proving, that the community/facility is in compliance with HOPA requirements?

Answer

The community/facility housing provider has the burden of proving that it was in compliance with HOPA requirements on the date of occurrence of the alleged act or incident of discrimination.

Question 32

Can a corporate entity avail itself of the good faith reliance against monetary damages if the housing community/facility is found not to be in compliance with the HOPA requirements?

Answer

No. The governing board, management company, or corporate entity of the housing facility/community is liable if the facility/community fails to meet the requirements, and cannot claim a good faith reliance defense against monetary damages. The legislative history of HOPA shows that in creating the good faith reliance defense, Congress intended to protect **individual persons**, such as individual members of boards of governing homeowners associations and real estate agents relying on information provided by the housing providers of senior housing.

Question 33

Since individuals, including individual members of a homeowners association or a board of directors, can use the good faith reliance against monetary damages, under what conditions might that occur?

Answer

An individual is not liable for monetary damages if the person acted with a good faith belief that the housing facility/community qualified for a housing for older persons exemption. Such a person must have knowledge, from an authorized representative, that the facility/community asserted in writing that it qualified for the older persons exemption before the date on which the alleged discrimination occurred. An authorized representative may be an

individual, committee, management company, listing agent, owner or other entity.

Question 34

Under what circumstances may an individual not use the good faith reliance defense?

Answer

An individual is not entitled to the good faith defense if he or she has actual knowledge that the facility/community does not or will not qualify as housing for older persons, despite the fact that he/she received written assurances to the contrary from an authorized representative of the housing provider.

Question 35

Is an individual insulated from a liability claim for disseminating information to others regarding the facility's/community's exemption claim?

Answer

An individual who claims the good faith reliance defense based on his/her actual knowledge and a written assertion from an authorized representative of the facility/community may disseminate such information to others. Those others may include real estate agents, multiple listing services, advertisers and other print media who may, in turn, rely on the assertions of the individual from whom they received the information, unless they have actual knowledge that information is not accurate.

Question 36

Is a publisher (newspaper or other print media) liable for damages under the Fair Housing Act for accepting for publication an advertisement for 55 and older housing if the community/facility is found not to be in compliance with HOPA?

Answer

No. Newspaper publishers and other print media that rely on the assertions of the housing provider are not liable unless they have actual knowledge that the housing does not qualify for the exemption.

Question 37

Does HUD certify that a housing, facility/community is housing for older persons?

Answer

No. Neither the Fair Housing Act nor HOPA authorizes the Department to certify whether a particular housing facility or community meets the qualifications for housing for older persons.

Question 38

If a developer is building new housing that is intended to be for persons 55 and over, how should the new units be marketed and occupied as the facility/community is being developed?

Answer

Newly constructed housing for first occupancy after March 12, 1989 (including a facility or community that has not been occupied in its entirety for at least 90 days prior to re-occupancy due to renovation or rehabilitation), must be marketed as housing intended for older persons. It does not have to have at least one occupant in each occupied unit who is age 55 and over until at least 25 percent of the units are occupied.

Question 39

How are state and federal fair housing laws that prohibit age discrimination affected by HOPA?

Answer

Neither the Fair Housing Act nor HOPA covers age discrimination. Neither of these federal laws supersede or otherwise affect state or local laws that prohibit age discrimination. Housing community/facilities always should check all relevant state, local and federal laws, and any requirements imposed as a term of governmental financial assistance before implementing policies and procedures that limit the eligibility of its residents.

Question 40

Must state or local governments that have been determined to have substantially equivalent laws to the Fair Housing Act change the laws under which they operate in order to be identical to HOPA?

Answer

No. States and local governments with fair housing laws that have been determined to be substantially equivalent to the federal law may have no exemption from familial status discrimination for housing for older persons, or may have more stringent requirements to meet an exemption than does HOPA.

Question 41

Must a housing community/facility file or register a declaration of intent with the state or local unit of government in order to claim its exemption as housing for older persons?

Answer

HOPA does not require this. However, the state or local government might require the housing community/facility to register its intent to be housing for older persons. The facility/community should consult the appropriate governmental body for requirements in this regard.

Question 42

Must a resident of a 55 or older housing community/facility join the homeowner's association?

Answer

The Fair Housing Act does not require this. HOPA does not require this. This is an example of an issue or aspect of senior housing communities that is generally governed by independent law, deed restriction, or other legally enforceable documents.

Question 43

Would HUD apply HOPA retroactively to a familial status claim of discrimination that occurred prior to December 28, 1995, when HOPA was signed into law?

Answer

No. If the alleged violation occurred prior to December 28, 1995, the Department's investigation of a pending complaint will determine whether the community/facility met the requirements for the housing for older persons exemption, based on the regulations that were in effect at the time of the alleged violation.

Question 44

How does the Fair Housing Amendments Act senior housing, exemption, and HOPA, affect eligibility requirements for federally funded housing programs.

Answer

The Act and HOPA do not affect statutory or regulatory provisions of federally assisted housing programs. For example, neither HOPA nor the Act change the definition of "elderly family" in federally assisted housing programs. HOPA does not permit a HUD funded public housing provider to designate a project as an "elderly project" without HUD review and approval as mandated by existing regulations. HUD funded housing that is designated as elderly housing may not, because of HOPA, admit households that are not statutorily eligible for the housing. No public housing development that is not designated as an elderly development by statute or program regulation may exclude families with children even if at least 80% of the units are occupied by at least one person age 55 or older. Federally assisted housing providers should continue look to existing program statutory and regulatory requirements to determine tenancy of those developments.

Table 3. Age of reference person: Average annual expenditures and characteristics, Consumer Expenditure Survey, 2009

Item	All consumer units	Under 25 years	25-34 years	35-44 years	45-54 years	55-64 years	65 years and older	65-74 years	75 years and older
Number of consumer units (in thousands)	120,847	7,875	20,044	22,199	25,440	20,731	24,557	12,848	11,709
Consumer unit characteristics:									
Income before taxes	\$62,857	\$25,695	\$58,946	\$77,005	\$80,976	\$70,609	\$39,862	\$47,286	\$31,715
Income after taxes	60,753	25,522	57,239	74,900	77,460	67,586	39,054	46,147	31,272
Age of reference person	49.4	21.4	29.7	39.7	49.5	59.1	75.0	68.9	81.6
Average number in consumer unit:									
Persons	2.5	2.0	2.8	3.3	2.8	2.1	1.7	1.9	1.6
Children under 186	.4	1.1	1.3	.6	.2	.1	.1	(¹)
Persons 65 and older3	(¹)	(¹)	(¹)	(¹)	.1	1.4	1.4	1.4
Earners	1.3	1.3	1.5	1.6	1.7	1.3	.5	.6	.2
Vehicles	2.0	1.2	1.7	2.1	2.4	2.2	1.6	1.9	1.3
Percent distribution:									
Sex of reference person:									
Male	47	47	48	49	49	48	43	46	39
Female	53	53	52	51	51	52	57	54	61
Housing tenure:									
Homeowner	66	14	46	65	74	81	79	81	77
With mortgage	41	10	39	56	55	47	22	31	12
Without mortgage	25	4	7	9	20	34	58	51	65
Renter	34	86	54	35	26	19	21	19	23
Race of reference person:									
Black or African-American	12	13	14	14	12	11	10	11	8
White, Asian, and all other races	88	87	86	86	88	89	90	89	92
Hispanic or Latino origin of reference person:									
Hispanic or Latino	12	14	17	17	11	8	6	7	4
Not Hispanic or Latino	88	86	83	83	89	92	94	93	96
Education of reference person:									
Elementary (1-8)	5	1	4	4	3	5	10	8	12
High school (9-12)	34	32	29	30	34	33	45	42	48
College	61	66	67	66	62	62	45	50	40
Never attended and other	(²)	(²)	(²)	(²)	(²)	(²)	(²)	(²)	(²)
At least one vehicle owned or leased	88	69	89	91	92	92	84	88	79
Average annual expenditures	\$49,067	\$28,119	\$46,494	\$57,301	\$58,708	\$52,463	\$37,562	\$42,957	\$31,676
Food									
Food at home	6,372	4,179	6,169	7,760	7,445	6,303	4,901	5,561	4,189
Cereals and bakery products	3,753	2,449	3,478	4,446	4,343	3,678	3,222	3,567	2,851
Cereals and cereal products	506	307	473	629	586	465	439	463	414
Bakery products	173	124	177	223	188	152	138	151	124
Meats, poultry, fish, and eggs	334	183	296	406	397	313	301	312	290
Meats, poultry, fish, and eggs	841	571	757	983	978	849	720	849	581
Beef	226	146	196	263	263	242	192	246	133
Pork	168	130	147	198	196	166	145	168	120
Other meats	114	68	102	139	129	110	101	114	87
Poultry	154	120	160	188	177	147	111	121	100
Fish and seafood	135	75	111	145	166	142	129	153	104
Eggs	44	33	40	50	47	43	42	48	37
Dairy products	406	281	376	495	465	386	346	381	308
Fresh milk and cream	144	110	144	179	155	127	125	136	113
Other dairy products	262	171	232	315	310	259	221	244	195
Fruits and vegetables	656	398	593	739	750	663	618	684	546
Fresh fruits	220	116	189	249	249	227	215	244	185
Fresh vegetables	209	130	184	229	247	219	192	220	161
Processed fruits	118	86	114	135	136	105	109	107	110
Processed vegetables	110	67	106	126	118	111	102	113	91

See footnotes at end of table.

Table 3. Age of reference person: Average annual expenditures and characteristics, Consumer Expenditure Survey, 2009
— Continued

Item	All consumer units	Under 25 years	25-34 years	35-44 years	45-54 years	55-64 years	65 years and older	65-74 years	75 years and older
Other food at home	\$1,343	\$891	\$1,280	\$1,600	\$1,564	\$1,314	\$1,100	\$1,190	\$1,002
Sugar and other sweets	141	88	112	162	170	147	127	138	115
Fats and oils	102	63	94	116	117	106	91	104	77
Miscellaneous foods	715	495	729	869	810	664	576	584	568
Nonalcoholic beverages	337	232	315	401	405	329	264	309	216
Food prepared by consumer unit on out-of-town trips	49	13	31	51	62	68	42	56	27
Food away from home	2,619	1,731	2,691	3,314	3,102	2,626	1,679	1,994	1,338
Alcoholic beverages	435	344	481	498	502	440	292	389	188
Housing	16,895	9,735	17,258	20,705	19,004	16,991	13,196	14,462	11,811
Shelter	10,075	6,306	10,856	12,753	11,356	9,749	7,173	7,828	6,454
Owned dwellings	6,543	1,245	5,581	8,832	8,093	7,149	4,838	5,802	3,781
Mortgage interest and charges	3,594	783	3,843	5,863	4,677	3,352	1,322	1,976	603
Property taxes	1,811	324	1,130	2,022	2,296	2,234	1,793	1,950	1,622
Maintenance, repairs, insurance, other expenses	1,138	139	608	947	1,120	1,563	1,723	1,876	1,556
Rented dwellings	2,860	4,885	4,877	3,328	2,369	1,570	1,741	1,320	2,202
Other lodging	672	176	398	593	894	1,031	594	706	471
Utilities, fuels, and public services	3,645	1,821	3,249	4,093	4,275	3,896	3,282	3,568	2,967
Natural gas	483	188	405	524	552	530	494	485	504
Electricity	1,377	696	1,232	1,529	1,596	1,481	1,261	1,386	1,123
Fuel oil and other fuels	141	16	62	131	179	177	186	192	179
Telephone services	1,162	758	1,142	1,372	1,398	1,179	858	1,003	700
Water and other public services	481	163	409	537	550	528	483	503	461
Household operations	1,011	370	1,231	1,377	964	871	876	801	957
Personal services	389	156	786	753	253	103	184	111	285
Other household expenses	622	214	445	623	711	767	681	690	672
Housekeeping supplies	659	309	506	698	703	825	682	773	584
Laundry and cleaning supplies	156	91	148	187	172	157	137	161	112
Other household products	360	168	247	372	380	490	377	443	306
Postage and stationery	143	49	111	139	152	178	167	169	166
Household furnishings and equipment	1,506	929	1,416	1,786	1,705	1,651	1,184	1,491	850
Household textiles	124	43	99	154	135	154	107	125	88
Furniture	343	336	432	391	375	330	209	252	163
Floor coverings	30	5	17	28	39	36	37	49	25
Major appliances	194	79	164	216	199	278	159	197	117
Small appliances, miscellaneous housewares	93	39	88	96	103	110	90	121	57
Miscellaneous household equipment	721	427	616	901	855	743	581	747	401
Apparel and services	1,725	1,396	1,871	2,346	1,885	1,591	1,068	1,322	793
Men and boys	383	256	407	562	443	335	215	277	148
Men, 16 and over	304	228	291	405	360	301	190	244	132
Boys, 2 to 15	79	28	116	156	83	34	25	33	16
Women and girls	678	545	677	871	772	664	456	541	364
Women, 16 and over	561	480	533	624	652	596	427	503	346
Girls, 2 to 15	118	65	144	248	120	69	29	38	18
Children under 2	91	153	198	109	50	66	26	39	12
Footwear	323	278	336	449	351	269	223	262	181
Other apparel products and services	249	163	253	355	270	256	149	204	88
Transportation	7,658	5,334	7,671	8,364	9,409	8,323	5,409	7,033	3,631
Vehicle purchases (net outlay)	2,657	2,319	2,820	2,761	3,233	2,752	1,862	2,597	1,055
Cars and trucks, new	1,297	542	1,063	1,199	1,618	1,623	1,210	1,604	778
Cars and trucks, used	1,304	1,760	1,682	1,523	1,532	1,064	619	932	277
Other vehicles	55	317	74	39	82	365	332	361	(4)
Gasoline and motor oil	1,986	1,483	2,071	2,359	2,398	2,074	1,241	1,573	877

See footnotes at end of table.

Table 3. Age of reference person: Average annual expenditures and characteristics, Consumer Expenditure Survey, 2009
 — Continued

Item	All consumer units	Under 25 years	25-34 years	35-44 years	45-54 years	55-64 years	65 years and older	65-74 years	75 years and older
Other vehicle expenses	\$2,536	\$1,298	\$2,293	\$2,694	\$3,199	\$2,962	\$1,968	\$2,488	\$1,402
Vehicle finance charges	281	180	353	357	333	291	124	188	54
Maintenance and repairs	733	447	654	766	927	854	557	696	406
Vehicle insurance	1,075	465	837	1,055	1,406	1,307	972	1,214	712
Vehicle rental, leases, licenses, and other charges	447	206	450	516	534	510	314	390	230
Public transportation	479	234	487	549	579	535	338	376	297
Healthcare	3,126	676	1,805	2,520	3,173	3,895	4,846	4,906	4,779
Health insurance	1,785	381	1,083	1,436	1,688	2,017	3,027	3,042	3,011
Medical services	736	167	466	650	862	1,054	821	818	824
Drugs	486	97	195	335	485	679	828	865	787
Medical supplies	119	30	61	100	139	144	170	181	158
Entertainment	2,693	1,233	2,504	3,317	3,176	2,906	2,062	2,498	1,587
Fees and admissions	628	234	521	917	811	629	387	497	266
Audio and visual equipment and services	975	574	1,018	1,111	1,065	1,024	807	934	669
Pets, toys, hobbies, and playground equipment	690	295	546	816	855	777	580	775	367
Other entertainment supplies, equipment, and services	400	130	419	473	445	476	288	292	285
Personal care products and services	596	360	555	685	666	617	531	600	456
Reading	110	42	69	85	119	147	145	154	134
Education	1,068	1,910	808	935	2,055	1,003	162	181	141
Tobacco products and smoking supplies	380	330	368	417	513	410	207	275	133
Miscellaneous	816	243	631	967	1,051	952	663	820	491
Cash contributions	1,723	349	1,001	1,581	2,056	2,092	2,226	2,087	2,378
Personal insurance and pensions	5,471	1,988	5,303	7,122	7,654	6,793	1,856	2,669	964
Life and other personal insurance	309	31	156	270	427	446	320	397	234
Pensions and Social Security	5,162	1,957	5,147	6,851	7,226	6,347	1,537	2,272	730
Sources of income and personal taxes:									
Money income before taxes	62,857	25,695	58,946	77,005	80,976	70,609	39,862	47,286	31,715
Wages and salaries	50,339	22,749	54,461	69,677	72,345	53,711	12,699	18,760	6,048
Self-employment income	2,673	447	1,829	3,127	3,582	4,745	976	1,813	58
Social Security, private and government retirement	6,837	333	441	955	2,248	8,457	22,844	23,578	22,038
Interest, dividends, rental income, other property income	1,460	34	488	1,453	1,031	2,164	2,564	2,105	3,067
Unemployment and workers' compensation, veterans' benefits	432	230	478	498	614	540	119	180	51
Public assistance, supplemental security income, food stamps	435	416	434	487	459	540	280	345	209
Regular contributions for support	416	854	525	566	406	295	163	192	130
Other income	266	631	290	240	291	157	218	313	114
Personal taxes	2,104	173	1,707	2,105	3,515	3,023	807	1,140	443
Federal income taxes	1,404	25	1,063	1,306	2,510	2,090	490	761	194
2008 Tax stimulus (new UCC Q20082) (thru Q20091)	3-1	3-1	(4)	3-2	3-2	3-1	3-1	3-1	3-1
State and local income taxes	524	144	550	658	779	673	113	183	37
Other taxes	177	5	94	143	229	261	205	197	214

See footnotes at end of table.

Table 3. Age of reference person: Average annual expenditures and characteristics, Consumer Expenditure Survey, 2009
 -- Continued

Item	All consumer units	Under 25 years	25-34 years	35-44 years	45-54 years	55-64 years	65 years and older	65-74 years	75 years and older
Income after taxes	60,753	25,522	57,239	74,900	77,460	67,586	39,054	46,147	31,272
Addenda:									
Net change in total assets and liabilities	-\$5,416	\$682	-\$13,178	-\$8,341	-\$5,163	-\$1,389	-\$2,051	-\$1,632	-\$2,511
Net change in total assets	6,448	7,026	10,789	8,207	7,259	6,404	326	2,383	-1,932
Net change in total liabilities	11,864	6,343	23,968	16,548	12,423	7,793	2,377	4,016	579
Other financial information:									
Other money receipts	514	204	338	228	527	863	707	927	466
Mortgage principal paid on owned property	-2,211	-264	-1,454	-2,969	-3,220	-2,873	-1,165	-1,698	-579
Estimated market value of owned home	157,630	24,026	91,306	164,412	189,396	203,762	176,625	189,583	162,406
Estimated monthly rental value of owned home	856	158	570	914	1,019	1,056	923	983	856
Gifts of goods and services	1,067	386	641	797	1,653	1,582	839	989	676
Food	96	24	43	73	144	168	73	96	48
Alcoholic beverages	9	³⁴	7	12	6	11	9	13	5
Housing	202	77	131	155	271	300	191	157	229
Housekeeping supplies	31	15	19	27	29	56	29	24	35
Household textiles	9	³⁶	11	9	10	10	6	8	3
Appliances and miscellaneous housewares	15	³⁴	12	13	18	21	16	19	12
Major appliances	4	(²)	³²	3	6	7	5	7	³³
Small appliances and miscellaneous housewares	11	³³	10	10	12	15	10	11	9
Miscellaneous household equipment	41	17	25	34	51	60	45	56	33
Other housing	106	34	64	71	162	153	96	50	145
Apparel and services	237	134	243	227	295	284	177	204	147
Males, 2 and over	53	19	43	57	63	63	51	58	43
Females, 2 and over	86	49	65	82	129	93	72	74	71
Children under 2	48	45	74	46	44	61	22	32	11
Other apparel products and services	49	21	61	42	60	67	31	40	22
Jewelry and watches	14	³¹⁰	26	9	12	20	7	9	4
All other apparel products and services	35	³¹⁰	34	32	48	46	24	31	³¹⁸
Transportation	86	94	67	68	121	84	81	114	46
Healthcare	28	³²	³⁵	8	44	37	48	³⁴⁹	³⁴⁸
Entertainment	91	36	77	87	65	173	82	122	39
Toys, games, arts and crafts, and tricycles	34	³²⁹	35	36	16	53	35	52	³¹⁷
Other entertainment	57	7	42	51	49	120	47	70	22
Personal care products and services	12	3	14	15	8	13	15	21	9
Reading	1	(⁴)	(²)	(²)	1	1	2	1	2
Education	229	(²)	23	83	624	387	59	48	70
All other gifts	76	11	31	69	74	125	102	165	33

- ¹ Value is less than or equal to 0.05.
- ² Value is less than or equal to 0.5.
- ³ Data are likely to have large sampling errors.
- ⁴ No data reported.

Source: Consumer Expenditure Survey, U.S. Bureau of Labor Statistics, October, 2010

B

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing Execution of a Professional Services Agreement with Energy Choices, an Energy Consultant for Oak Park's Community Choice Aggregation in an Amount Not to Exceed \$50,000 Per Year For Each Energy Contract Year.

Resolution or Ordinance No. _____
Date of Board Action: *June 27, 2011*

Staff Review: K.C. Poulos, Sustainability Manager

Village Manager's Office:

Sustainability Manager:



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

On April 4, 2011, Oak Park voters approved, by a 66% margin, a referendum authorizing the Village to aggregate small commercial and retail electric loads for the purposes of bidding out those electric accounts for a cheaper, and potentially cleaner energy supply.

To assist in the specialized field of energy aggregation and electric supply bidding, Village staff created and sent out a Request for Qualifications to three energy consultants and one state agency, the Illinois Power Authority (see attached list). An energy consultant will assist staff in creating an aggregation plan, sending out a Request for Proposals to retail electric suppliers, examining the responses and choosing and contracting for an electric supplier for the aggregation program.

Staff received two responses. The first response was an email reply from Rock River Energy Services, which offered .0003 per kilowatt hour (kWh), but could not provide a cap to the fee as requested. Although Rock River has deep experience in the Illinois energy market, and specific experience in municipal aggregation, Rock River, a two-person team, is representing several small municipalities in northwest Illinois, and there was concern as to its availability to Oak Park's aggregation. Further, they have contracted or otherwise represent the majority of other municipalities that have passed aggregation referenda. Finally, Rock River's 3-page response to the Village RFQ left in question its ability to provide detailed reports and other deliverables that may be requested from the energy consultant.

The second response was submitted by Energy Choices. Staff is recommending Energy Choices for the following reasons:

- Energy Choices offered a fee of .00025/kWh, and confirmed a fee cap of \$50,000 per year for the life of the energy supply agreement;
- Depth of knowledge and experience in the field;
- Timely and thorough response to the Village RFQ;

- The Village's prior experience with Energy Choices for its municipal electric account bidding; and,
- Energy Choices has Chicago-based offices with adequate support staff to provide timely reports and responses to inquiries.

Community Choice Aggregation supports Village Board sustainability goals by offering Oak Park residents and small commercial retail electric customers the opportunity to seek a cheaper and possibly cleaner electric power supply while maintaining the same billing structure, and offering an opt-out option for those accounts that do not want to participate. Hiring an energy consultant to assist with the aggregation process gives Oak Park residents and small businesses the expertise needed to collectively navigate Illinois' unregulated energy market and negotiate the best electric power supply bid.

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

Community Choice Aggregation is a new program for municipalities; as such, it would behoove the Village of Oak Park to seek the advice of an energy expert familiar with Illinois energy markets and Illinois legislation regarding Community Choice Aggregation. With over 40 Retail Electric Suppliers licensed in Illinois, the ability to evaluate and choose the most responsive proposal to Oak Park's aggregation plan requires experience and expertise in the field. In addition, as proposed, the energy consultant will not be paid by the Village of Oak Park, as a commission paid by the energy supplier. However, the Village has capped that commission as part of this agreement. The energy consultant's fee is expressed in tenths of a cent per kilowatt hour, and Energy Choices is offering .00025/kWh with a cap of no greater than \$50,000 per year for the first electric supply bidding and procurement process. The Village would be under no obligation to pay for the energy consultant if it does not receive a favorable bid. However, it should be noted that the City of Fulton, the only other Illinois municipality to complete this Aggregation process, recently received a bid and contracted for a rate of 6.15 cents per kilowatt hour, a 15% savings from ComEd's current rate of 7.20 cents/kWh. Oak Park's aggregation, due to its larger size, likely will attract even better rates.

Staff recommends that an energy consultant be hired for the duration of the first contract entered into with the third party energy supplier. Staff recommends approval of the contract with Energy Choices.

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

No Village funds will be expended in this matter. Rather, the energy consultant fees will be part of the third party supplier charge to the aggregation, and is capped at \$50,000.00 per year.

Proposed Action: Approve the Resolution

CONSULTING AGREEMENT for MUNICIPAL PROCUREMENT SUPPORT

THIS AGREEMENT (the "**Agreement**") is entered into between the Village of Oak Park, ("the **Village**") and Energy Choices, P.C., an Illinois Consultant ("the **Consultant**").

RECITALS

Whereas, the Village of Oak Park, an Illinois municipality, has been authorized by referendum to aggregate residential and small commercial retail electrical loads located within the Village and, for that purpose, to solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment, as authorized by the Municipal Aggregation Statute, 20 ILCS 3855/1-92; and

Whereas, the Consultant is engaged in the business of providing consulting services for the procurement of electric service as allowed by the Illinois Municipal Aggregation statute. ("Procurement Services"); and

Whereas, the Consultant has proposed to provide these services to the Village in support of its Municipal Aggregation program; and

Whereas, the Village desires to retain Consultant to assist the Village with its Aggregation Program.

NOW THEREFORE, the parties agree as follows:

Incorporation of Recitals. The recital provisions stated above are fully incorporated herein by reference and made a part hereof.

- 1. Consulting Services.** The Consultant shall provide the services as outlined in Exhibit A (collectively the "Procurement Consulting Services.")
- 2. Compensation.** The Village will not directly compensate the Consultant for the performance of the services. The Consultant and the Village agree that the Consultant will be compensated in the form of a broker fee paid by the selected electric supplier obtained as a result of the Consultant's services, provided however, that the parties agree that the broker fee will not exceed \$0.00025 per kW-hr, or \$50,000 per year of the energy supply contract, whichever is lower.
- 3. Timing.** Time is of the essence. The Consultant and the Village will diligently work towards a goal of securing an electricity supplier by September 1, 2011. The Consultant will remain obligated under this agreement to provide its procurement services until the electric supply service agreement has been executed.
- 4. Village's Responsibilities.** The Village agrees to assist and cooperate with the Consultant in all stages of the services. The Village agrees to allow Consultant the exclusive right to manage Procurement Consulting Services. The Village will review and approve the Consultant's

proposed aggregation plan and the proposed RFP for electricity suppliers. The Village will do so in a timely manner.

5. **Limitations of Liability.** Neither party shall be liable to the other under any legal theory of liability for any consequential, special, or incidental (including without limitation loss of goodwill, profits, or data) under this Agreement.
6. **Guarantees.** The Consultant agrees to perform all work required by this Agreement in a professional and workmanlike manner. It is expressly understood, however, that the Consultant can and will provide no assurances, warranties or guarantees of any kind. The Consultant can, at best, offer reasoned opinions and assessments based on the input provided by the Village, sub-contractors, and consulted experts.
7. **Confidentiality.** The Parties contemplate that during the performance of the work, either Party may furnish the other with confidential information that is generally related to the Procurement Services. Such confidential information shall be held in confidence by both Parties, to the extent allowed by law. Consultant agrees not to sell or otherwise distribute the Village's confidential information obtained during the performance of the Procurement Consulting Services, including but not limited to customer names, addresses, account numbers and usage information, except as is necessary for procurement purposes.
8. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and there are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. Any change, modification, amendment, addendum or alteration of this Agreement shall be in writing and signed by the parties to this Agreement. No course of dealing between the parties shall be construed to alter the terms hereof, except as stated in this Agreement.
10. **Notices.** Notices which are required under this Agreement shall be considered duly delivered if in writing and delivered in person, by facsimile, courier, or registered or certified mail, postage prepaid, to the address set forth below:

Energy Choices, P.C.	Village of Oak Park
707 Skokie Blvd. Suite 600	123 Madison Street
Northbrook, IL 60062	Oak Park, IL 60302
Attention: Craig Schuttenberg	Attention: Village Manager
Facsimile: 847-823-0045	Facsimile:
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that facsimile or original copies are admissible as evidence.
12. **Successors and Assigns.** The provisions of this Agreement shall extend to the parties to this Agreement and to their successors and assigns, but neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

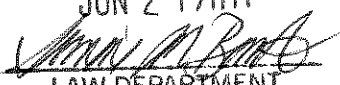
- 13. Representations and Warranties.** Each party represents and warrants that the person signing this Agreement on behalf of each party is duly authorized to do so and it is a binding and valid obligation of such party.
- 14. Ownership of End Product Deliverables:** Metering and account information (including names and addresses of residents and businesses in the Village of Oak Park supplied by ComEd, shall remain the property of the Village and will be returned at the end of the assignment.

IN WITNESS WHEREOF, the Village and the Consultant have executed, delivered and formed this Agreement, effective June __, 2011 (the "Effective Date").

VILLAGE OF OAK PARK

By: _____
Thomas W. Barwin
Village Manager

REVIEWED AND APPROVED
AS TO FORM

JUN 2 1 2011

LAW DEPARTMENT

ENERGY CHOICES, P.C.

By: _____
Craig Schuttenberg
Vice President

EXHIBIT A
Procurement Consulting Services

Scope of Services is to provide documentation and ongoing support for the procurement of electric service, as outlined below:

- 1.) Draft an Aggregation Plan of Governance. This plan will meet the standards set forth by the IL Power Agency and current state law. The proposed plan will provide the Village with a roadmap to implement its Community Choice Aggregation program.
- 2.) Support the Village with its public hearings process. Energy Choices, P.C. will be present at the hearings and field Q&A regarding the proposed Governance Plan.
- 3.) Develop and provide a Request for Proposals for Retail Electric Supplier for the Village's Community Choice Aggregation program, with the assistance of Village staff and appropriate input from the public hearing process.
- 4.) Activate discussions with qualified Retail Electric Suppliers to determine interest in submitting a price proposal. These discussions will also provide additional input regarding commodity pricing, access to renewable energy credits, and energy industry best practices relating to contract terms & conditions, credit and billing options, etc.
- 5.) Coordinate Village data acquisition with appropriate ComEd staff.
- 6.) Support a competitive and transparent procurement process provided, however, that the Village's Board of Trustees will make the final selection. If the Village declines to enter into a procurement agreement, Energy Choices and the Village will be released from further obligation under this Agreement, and no fee shall be rendered.
- 7.) Provide final written recommendations to Village Trustees and Staff.

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

201

Item Title: Ordinance Authorizing the Execution of the Intergovernmental Cooperation Agreement Between School District 97 and the Village of Oak Park Regarding the Provision of Crossing Guard Services

Resolution or Ordinance No. _____

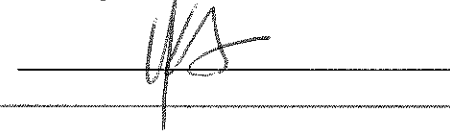
Date of Board Action June 27, 2011

Staff Review:

Human Resources Director:


Frank Spataro, Human Resources Director

Village Manager's Office:



Item History:

Last year, the Village and District 97 entered into a one-year intergovernmental cooperation agreement for the 2010-2011 school year so that the Village and District 97 can plan for a new model to deliver crossing guard services. As part of the agreement, the Village Police Department provided management and oversight of the program, which included the commitment to provide a police officer at any corner if the contractor's employees did not report to duty. The District reimbursed the Village for only the direct contractor costs associated with the program.

Item Policy Commentary:

This year the District is asking that the Village sign another one-year agreement in order to continue working on a new model. If requested, the Police Department has offered to provide training for volunteers to assist the schools with transitioning to a new model.

The Intergovernmental Cooperation Agreement being presented to the Village Board for approval is for the 2011-2012 school year and sets forth the terms and conditions under which services will be provided by the Village and paid for by District 97. Such terms and conditions stated in the Intergovernmental Cooperation Agreement include the following:

1. The Village shall provide crossing guard services at the agreed upon times and locations set forth in Attachment #1. Attachments #1.1 and #1.2 list crossings further defined on the map presented as Attachment #1.3. Crossing times shall consist of a morning session before the start of the school day, and an afternoon session at the end of the school day.
2. The Village shall pay all direct, overhead and support costs associated with the provision of crossing guard services throughout the 180-day, 2011-2012 school year.
3. School District 97 shall reimburse the Village for all direct costs associated with the provision of crossing guard services for the 2011-2012 school year for which reimbursement is projected not to exceed \$210,000. Payments by School District 97 to the Village shall be made quarterly in equal amounts on September 15, 2011, December 15, 2011, March 15, 2012 and June 15, 2012.
4. All projected costs shall be documented, reviewed and approved by the Village and District 97 prior to June 30 of the 2011-2012 school year and if necessary, result in a final adjustment of payments based on such documented, reviewed and approved actual costs no later than July 15, 2012,
5. The Village shall timely provide District 97 such information as may be requested by District 97 concerning the payment of all costs associated with the provision of crossing guard services under

the Agreement.

6. The Village and District 97 shall use their best efforts to resolve any disputes arising with respect to the Agreement through negotiation.

Item Budget Commentary:

Approval of the Intergovernmental Cooperation Agreement will result in District 97 assuming responsibility for up to \$210,000 of the direct costs for the 2011-2012 school year for the crossing guard program and the Village will provide management and oversight of the program.

Proposed Action: Approve the Ordinance.

**Ordinance Authorizing the Execution of the Intergovernmental Cooperation Agreement
Between the Board of Education of Oak Park Elementary School District No. 97 and the Village
of Oak Park regarding the Provision of Crossing Guard Services**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, that the Village President and Village Clerk are hereby authorized and directed to execute the *Intergovernmental Cooperation Agreement Between School District 97 and the Village of Oak Park regarding the Provision of Crossing Guard Services*. Said Agreement shall be in substantial conformity with the Agreement attached hereto as Exhibit A and made a part hereof.

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

ADOPTED this 27th day of June, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 27th day of June, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF OAK PARK ELEMENTARY SCHOOL DISTRICT
NO. 97 AND THE VILLAGE OF OAK PARK REGARDING THE
PROVISION OF CROSSING GUARD SERVICES**

THIS AGREEMENT is entered into on June ____, 2011 by and between the Board of Education of Oak Park Elementary School District No. 97 (hereinafter "District 97") and the Village of Oak Park (hereinafter "the Village.")

WITNESSETH

WHEREAS, the Village presently administers a contract for crossing guard services with Andy Frain Services for students attending elementary schools located within the Village of Oak Park; and

WHEREAS, in recognition of the benefits it derives from the crossing guard services and the Village's administration of the crossing guard services agreement with Andy Frain, District 97 agrees to reimburse the Village for its direct cost in furnishing such services for the 2011-2012 school year.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the Village and District 97 agree as follows:

1. The Village shall provide crossing guard services for the 2011-2012 school year at the agreed upon times and locations set forth in Appendix A attached hereto and made a part hereof in accordance with a service agreement between the Village and Andy Frain.

2. District 97 shall contribute to the Village's cost of providing crossing guard services for the 2011-2012 school year in an amount not to exceed \$189,600. District 97 shall make quarterly payments in equal amounts of \$47,400 each on September 15, 2011, December 15, 2011, March 15, 2012 and June 15, 2012.

3. The Village shall undertake the responsibility of organizing, supervising and managing the crossing guard services provided by Andy Frain and shall pay the costs associated therewith. These costs include the responsibility of administering the Andy Frain contract and

any time spent by Village staff implementing, monitoring or enforcing the terms of that contract. These costs shall be referred to as the "Village's sole responsibility." District 97 shall not be required to contribute to these costs.

4. The Village shall provide District 97 with copies of all Andy Frain invoices related to the District's crossing guards for the purpose of allowing the parties to do a final accounting of the total amount due prior to the June 30, 2012 termination of this agreement. In the event the Village's costs of providing crossing guard services for District 97 students for the 2011-2012 school year, excluding those costs which are the Village's sole responsibility, are less than \$189,600 for the 2011-2012 school year, the Village shall refund District 97's excess contributions. Any refund of excess contributions shall be paid by the Village to the District on or before July 31, 2012.

5. The Village shall timely provide District 97 with all requested information concerning the payment of all costs associated with the provision of crossing guard services under this Intergovernmental Cooperation Agreement, excluding costs which are the Village's sole responsibility.

6. The Village and District 97 shall use their best efforts to resolve any disputes that may arise with respect to this Intergovernmental Cooperation Agreement by negotiation, provided however that either party has the right to pursue available remedies in a court of law.

7. No changes, amendments, additions or alteration of any kind shall be made to this Agreement, unless in writing, authorized and signed by the Parties. The terms and provisions of this Intergovernmental Cooperation Agreement shall be binding and inure to the benefit of the Parties hereto, constituting the entire agreement of the Parties hereto.

8. District 97 shall maintain commercial general liability insurance in the minimum amount of at least \$2,000,000 per occurrence, and in the aggregate. The Village is self-insured with regard to commercial general liability up to \$2,000,000 per occurrence and in the aggregate and shall carry, in addition to a self insured retention of \$2,000,000, excess liability coverage of

\$5,000,000 per occurrence and in the aggregate. Each Party shall name the other Party, its individual board members, employees and agents as additional insureds on the commercial general liability and excess insurance required hereunder with respect to the services provided in this agreement. The Village shall require that Andy Frain maintain commercial liability insurance in the minimum amount of at least \$1,000,000 per occurrence and in the aggregate and shall additionally maintain \$9,000,000 in excess/umbrella coverage and shall name both the Village of Oak Park and District 97 as additional insureds on the commercial liability and excess/umbrella insurance required hereunder. Upon execution of this Intergovernmental Cooperation Agreement, each Party shall tender to the other a certificate of insurance, in a form and substance reasonably acceptable, evidencing the insurance required under this Section.

9. The failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. No waiver by any Party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by any Party shall require the consent or approval of another Party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion.

10. Along with an executed original or counterpart of this Intergovernmental Cooperation Agreement, each Party shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing the execution of this Intergovernmental Cooperation Agreement.

11. The term of this Intergovernmental Cooperation Agreement shall be the 2011 – 2012 school year, provided however that the provisions concerning payment and accounting shall survive until final accounting and payment has been made.

12. This Intergovernmental Cooperation Agreement is governed by and shall be interpreted and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have set their signatures on the respective dates set forth below.

**BOARD OF EDUCATION OF OAK PARK
ELEMENTARY SCHOOL DISTRICT NO. 97**

By: _____
Peter Barber
Board President

ATTEST:

Board Secretary

DATE: _____

VILLAGE OF OAK PARK

By: _____
David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

DATE: _____

REVIEWED AND APPROVED
AS TO FORM

JUN 24 2011

LAW DEPARTMENT

APPENDIX A

SCHOOL CROSSINGS, NORTH SIDE

CORNERS:	DUTY HOURS M/T/TH/F	WED ONLY
1. RIDGELAND & LENOX	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
2. DIVISION & KENILWORTH	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
3. BERKSHIRE & KENILWORTH	0730 – 0815 1445 – 1530	0730 - 0815 1345 - 1430
4. OAK PARK & GREENFIELD	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
5. OAK PARK & DIVISION	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
6. RIDGELAND & AUGUSTA	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
7. AUGUSTA & HARVEY	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
8. CHICAGO & HARVEY	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
9. OAK PARK & CHICAGO	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
10. KENILWORTH & CHICAGO	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
11. RIDGELAND & ERIE	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
12. LAKE & HARVEY	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
13. RIDGELAND & LAKE	0730 – 0815 1445 – 1600	0730 – 0815 1345 – 1600

APPENDIX A

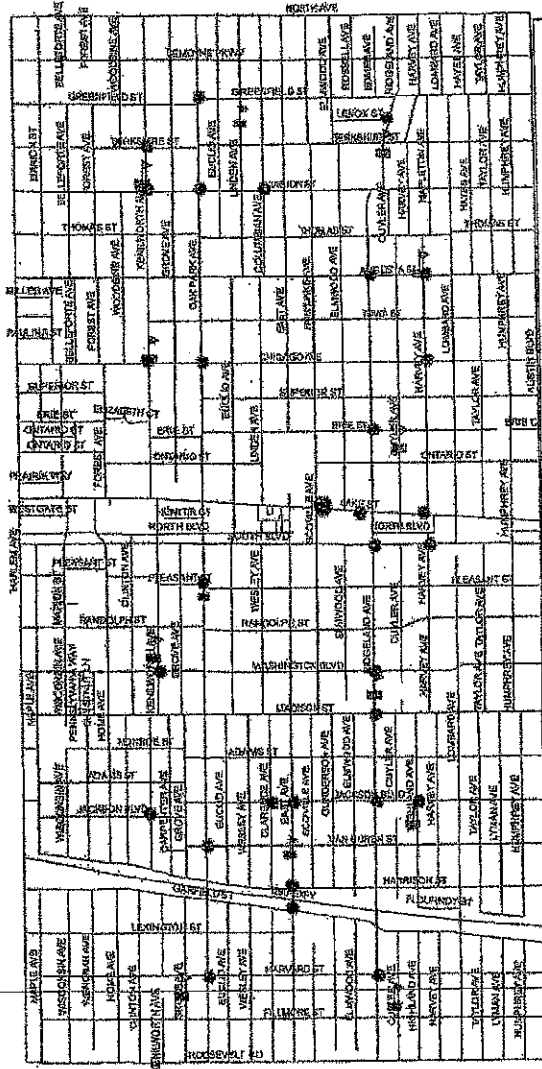
SCHOOL CROSSINGS, SOUTH SIDE

CORNERS:	DUTY HOURS M/T/TH/F	WED ONLY
1. SOUTH BOULEVARD & RIDGELAND	0730 – 0900 1445 – 1600	0730 – 0900 1345 – 1600
2. SOUTH BOULEVARD & HARVEY	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
3. * RIDGELAND & WASHINGTON	0815 – 0900 1515 – 1600	
4. * RIDGELAND & MADISON	0730 – 0900 1445 – 1600	0730 – 0900 1345 – 1600
5. RIDGELAND & JACKSON	0730 – 0900 1445 – 1600	0730 – 0900 1345 – 1600
6. KENILWORTH & WASHINGTON	0815 – 0900 1515 – 1600	
7. JACKSON & HIGHLAND	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
8. RIDGELAND & HARVARD	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
9. OAK PARK & HARVARD	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
10. JACKSON & EAST	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430

*** These locations have two Crossing Guards**

APPENDIX A

Village of Oak Park



Dist 97 Public Schools and 3 Catholic Schools Crossing Guards

- crossing_guards_052009
- OPRFHS - handled by police officer

Catholic Schools

- 1034 Linden Ave, St. Giles
- 200 S Oak Park Ave, St. Edmunds
- 601 Van Buren St, Ascension
- 1000 N Ridgeland Ave, Hatch
- 1111 S Grove Ave, Lincoln
- 1125 S Cuyler Ave, Irving
- 230 N Cuyler Ave, Beys
- 328 S Kenilworth Ave, Brooks MS
- 418 S Ridgeland Ave, Lulhan
- 508 N Kenilworth Ave, Holmes
- 715 N Harvey Ave, Whittier
- 715 S Highland Ave, Longfellow
- 921 N Kenilworth Ave, Mann

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VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

C(2)

Item Title: Resolution Directing the Village Manager to Enter into an Agreement with Andy Frain Services to Provide School Crossing Guard Services for the 2011-2012 School Year for Elementary and Middle-School Students

Resolution or Ordinance No. _____

Date of Board Action: June 27, 2011

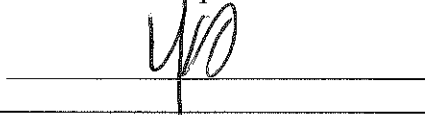
Staff Review:

Human Resources Director:



Frank Spataro

Village Manager's Office:



Item History: School Crossing Guard services for elementary and middle school students had historically been provided and paid for by the Village until last year when the Village contracted with Andy Frain Services to provide crossing guard services for the 2010-2011 school year at a cost lower than the Village cost. In light of Andy Frain Services' demonstrated experience and quality of crossing guard services over the 2010-2011 school year, the Village is seeking approval from the Village Board for a one-year agreement with Andy Frain Services to provide crossing guard services for Oak Park Elementary School District 97 for the 2011 – 2012 school year.

Item Policy Commentary:

The attached Agreement with Andy Frain Services is a one-year agreement for providing twenty-five crossing guards as indicated by the Village for Oak Park Elementary School District 97's approximate 180-day 2011-2012 school year at an hourly rate of \$18.16. The 2011-2012 hourly rate of \$18.16 represents a 1.0% increase over the 2010-2011 hourly rate of \$17.98. Operational components of interest in the Agreement with Andy Frain Services are additional reporting requirements in Section 5 (b) regarding Andy Frain Services monthly invoices.

Item Budget Commentary: The attachment shows the costs associated with the Andy Frain Services agreement based on twenty-five crossing guards assigned to crossings for District 97 elementary and middle schools. A separate intergovernmental agreement between the Village and Oak Park Elementary School District 97 includes a reimbursement by District 97 to the Village not to exceed \$189,600 for the 2011-2012 school years.

Proposed Action: Approve the Resolution.

Resolution Directing the Village Manager to Enter into an Agreement with Andy Frain Services to Provide School Crossing Guard Services for the 2011-2012 School Year for Elementary and Middle-School Students

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, that the Village Manager is hereby authorized and directed to enter into an Agreement with Andy Frain Services to provide Crossing Guard Services for the 2011-2012 School Year for Elementary and Middle-School Students.

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

ADOPTED this 27th day of June, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 27th day of June, 2011.

David G. Pope

Village President

ATTEST:

Teresa Powell

Village Clerk

**CROSSING GUARD SERVICES AGREEMENT
BETWEEN THE VILLAGE OF OAK PARK AND
ANDY FRAIN SERVICES, INC. FOR SCHOOL CROSSINGS RELATED TO OAK
PARK ELEMENTARY SCHOOL DISTRICT 97**

THIS AGREEMENT is entered into on June _____, 2011 by and between **Andy Frain Services, Inc.**, 761 Shoreline Drive, Aurora, IL, 60504 (“Andy Frain”), and the Village of Oak Park, 123 Madison St., Oak Park, IL (“the Village”) for Crossing Guard Services related to Oak Park Elementary School District 97

WITNESSETH:

WHEREAS, Andy Frain is in the business of providing contract personnel for crossing guard services and is willing to provide the services set-forth in this Agreement; and

WHEREAS, the Village desires Andy Frain to furnish uniformed crossing guards from time to time as set-forth in this Agreement; and

WHEREAS, the Village and Oak Park Elementary School District 97 have entered into an Intergovernmental Agreement with regard to the provision of these crossing guard services.

NOW, THEREFORE, the parties hereto agree as follows:

1. INCORPORATION OF RECITALS

The above recitals are incorporated herein. This agreement will be null and void if the Village of Oak Park and Oak Park Elementary School District 97 fail to execute an Intergovernmental Agreement with regard to the provision of crossing guard services.

2. TERM

This service agreement is for an approximate one year term beginning immediately upon execution and terminating on June 30, 2012. Andy Frain shall begin providing the crossing guard services on August 24, 2011, or such later date as is the first day of the regularly scheduled school year for Oak Park Elementary School District 97, and shall complete the crossing guard services on June 1, 2012, or such other date as is the last day of the regularly scheduled school year. Andy Frain will begin providing the additional services to the Village immediately.

3. SERVICES

A. Provision of Crossing Guard Personnel

Andy Frain shall furnish the Village with a sufficient number of Andy Frain employees (“service personnel”) to perform crossing guard services on school days at such locations and in such numbers as are designated by the Village in the attached Appendix A.

Crossing guards shall wear Andy Frain uniforms while providing the services in this agreement.

B. School Calendar/ Scheduling of Services

The Village will provide Andy Frain with the school calendar for Oak Park Elementary School District No. 97 (District 97") including holidays, in service days and any other days when children will not be present at school. Andy Frain will perform the services only on regularly scheduled school days when children are expected to attend, i.e., not on institute days or teacher in service days. The Village will notify Andy Frain at least 24 hours in advance of any days or times other than the regular school day when crossing guard services are needed except as stated in Section 8 below.

C. Additional Services

Andy Frain agrees to provide additional services to the Village at the rates set forth in this agreement, provided however, that those additional services will be billed to the Village separately from any invoices related to school crossing guards for District 97 locations.

D. Supervision

Andy Fran shall provide sufficient supervisor(s) who will be responsible for the direct supervision of its employees at the locations identified in Appendix A. Each Supervisor shall, in turn, report and confer with the designated agent of Village at each location with respect to the Services. Such reporting and conferring shall be as frequent as mutually agreed by the parties from time to time.

E. Customer Service

Andy Frain will provide a non-billable client services manager that will be available for response on a twenty-four hour per day basis.

F. Training

Andy Frain will insure that all crossing guard personnel have the necessary training to provide for the safe movement of school children, including training in traffic control, pedestrian safety, emergency response and first aid, and who are knowledgeable of state and local traffic rules, regulations, and ordinances.

Andy Frain will train all personnel using Andy Frain's approved materials /instructions, and insure that all personnel are fully equipped and competent to perform their duties in a safe, courteous and workmanlike manner and will comply with all applicable regulations.

G. Customization

Andy Frain will provide an experienced corporate trainer who will customize the services to the Village's reasonable requirements.

4. FEES

A. Rates

Andy Frain will charge \$18.16 per person, per hour, billed in 1/2 hour increments. This hourly rate includes all charges for uniforms, equipment, materials and training necessary to perform the services.

B. Invoices

Andy Frain shall provide the Village with a monthly invoice for the services identified in the Appendix A. Invoices should be sent to the Chief of Police, Village of Oak Park, 123 Madison St., Oak Park, IL 60302. Andy Frain's invoice will provide the Village with details which demonstrate the number of employees and hours worked during the month and the locations at which services were provided.

In the event that Andy Frain provides services for the Village outside the scope of Services stated in Section 3 above, such services shall be invoiced separately from the services provided relating to District 97 school crossings but shall include the same level of detail.

C. Payment

The Village will review and approve all invoices and pay all undisputed portions of invoices within 30 days of approval as provided in the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq.

5. PERSONNEL

A. Independent Contractor

All crossing guard and supervisor personnel shall be the employees of Andy Frain and shall not under any circumstances be deemed to be employees of the Village. Andy Frain shall exercise complete control over its employees and shall pay all wages and all applicable taxes. The Village may, if desired, direct the manner in which the crossing guard services are performed by making a complaint or requested change in procedure to Andy Frain's local manager. Additionally, the Village reserves the right to require that Andy Frain no longer utilize a particular employee to provide its crossing guard services, in which case Andy Frain shall provide a suitable replacement employee.

B. Background Checks

Andy Frain warrants and agrees that it has performed and will continue to perform background checks in accordance with Andy Frain's Standard Crossing Guard Program, as in effect from time to time. Original background checks will include fingerprint based criminal history, including a check of the Statewide Sex Offender Database and will be conducted, to the extent allowable by law, to include, at a minimum, reference and prior employment histories necessary to verify representations made by each employee / applicant relating to employment in the preceding five years, and as required by Andy Frain's hiring criteria in effect from time to time. No individual shall be employed, or continue to be employed, by Andy Frain to provide crossing guard services to Oak Park

Elementary School District No. 97 students unless such individual meets the standards of employability set forth under Section 10-21.9 of the Illinois *School Code*, 105 ILCS 5/10-21.9.

6. INSURANCE

- A.** At all times during the term of this Agreement, Andy Frain, with respect to the operations and services contemplated in this Agreement, shall maintain at its own cost and expense Comprehensive General Liability Insurance in an amount of not less than \$1,000,000 combined single limit on an occurrence basis for bodily injury and property damage. This insurance shall include contractual liability and shall be in such form as reasonably required by Village. Additionally, Andy Frain shall maintain \$9,000,000 excess / umbrella coverage. Andy Frain agrees to name the Village and the Board of Education of Oak Park Elementary School District No. 97, and their respective elected officials, employees and agents, as additional insureds on the Commercial General Liability and excess/umbrella coverage policies
- B.** Andy Frain agrees to maintain Workers' Compensation Insurance for statutory limits and Employer's Liability Insurance in the amount of \$500,000 to cover its employees. Andy Frain shall be solely and fully responsible for the payment of all Workers' Compensation benefits for its employees.
- C.** Andy Frain shall obtain the insurance required by this Agreement from a financially sound insurance company of recognized responsibility and shall furnish the Village and the Board of Education of Oak Park Elementary School District No. 97 with a certificate of insurance evidencing such coverages prior to commencing its services under this Agreement. Such insurance policies shall be considered primary, without contribution from any insurance which is carried by the Village and/or the Board of Education of Oak Park Elementary School District No. 97. All insurance policies shall provide that the insurance shall not be invalidated by any action or inaction of Andy Frain, that Andy Frain agrees to waive all rights of subrogation against the Village and the Board of Education of Oak Park Elementary School District No. 97 and that insurance shall continue in full force and effect for at least thirty (30) days after the Village receives written notice of cancellation, termination or material alteration.

7. INDEMNIFICATION BY CONTRACTOR

To the fullest extent permitted by law, Andy Frain shall indemnify, defend and hold harmless the Village of Oak Park, the Board of Education of Oak Park Elementary School District No. 97 and their respective elected officials, employees and agents (the indemnified parties) from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, which in any way arise out of or result from any act(s) or omission(s) by Andy Frain, or anyone directly employed by Andy Frain or anyone for whose act(s) or omission(s) Andy Frain may be liable in the performance or nonperformance of services under this Agreement, or any breach thereof, including but not limited to:

- a) Death of or injury to any person or persons;
- b) False arrest, detention, imprisonment, searches or malicious prosecution;
- c) Libel, slander and/or defamation of character;
- d) Violation of the right to privacy;
- e) The damage or destruction of property not in the care, custody and control of Andy Frain;

however, nothing contained in this section shall be construed as an indemnity by Andy Frain against any loss, liability or claim (i) caused solely by the acts or omissions of any of the indemnified parties, or (ii) resulting from the unlawful or negligent actions of third parties outside the immediate service area, unless caused by the gross negligence or misconduct of Andy Frain, its directors, officers, employees or agents.

8. SUSPENSION OF SERVICES

In the event that any regularly scheduled school day is cancelled due to extreme weather or due to strike, labor dispute, picketing, acts of God, or other cause beyond the control of the Village, then services at the affected locations, and payment therefore, shall be suspended for the duration of such event, provided that the Village will notify Andy Frain as soon as the school cancellation is announced.

9. DEFAULT

Each party may terminate this Agreement immediately if any of the following events shall occur:

- a) Default by the other party in the performance of the terms and conditions there under, which default continues for five (5) days or more after written notice from the other party;
- b) If at any time during the term of the Agreement there shall be filed by such party in any court, pursuant to any statute, either of the United States or of any state, territory or possession, a petition in bankruptcy, or insolvency, or for reorganization, or for the appointment of a receiver to receive all or a portion of such party's property;
- c) If such party makes an assignment for the benefit of creditors; or
- d) If such party is declared bankrupt in an involuntary proceeding, or is ordered into receivership.

10. NOTICES

Notices of school cancellation shall be provided by telephone with a follow up e-mail to the following individual or individuals:

Brenda Hale – 708-244-8531 – bhale1012@yahoo.com

Ed Millard – 630-885-8648 – emillard@andyfrain.com

11. COMPLIANCE WITH LAWS

- A.** Andy Frain shall comply with all applicable laws, rules and regulations, including compliance with all federal, state, county and local Civil or Human Rights laws, ordinances rules or regulations, which govern the services provided for in this Agreement. Andy Frain shall obtain all licenses and permits which may be required by any governmental authority for the performance of the contracted services and shall pay all fees and charges therefore.
- B.** In any matter relating to the Andy Frain's provision of services to handicapped individuals, Andy Frain's employees shall comply with any and all state and federal regulations.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

13. ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned in whole or in part by either party without the prior written consent of the other party provided, however, that so long as a party is not in default there under, that party may assign this Agreement to an entity with which it merges or consolidates or which acquires substantially all of its assets or stocks. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns. Performance of the services contemplated under this Agreement shall not be sub-contracted, in whole or in part, without the prior written consent of the Village.

14. MISCELLANEOUS

Andy Frain shall comply with all applicable rules and regulations set-forth by the State of Illinois and all ordinances of the Village of Oak Park, IL.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties and supersedes all prior agreements, if any, between the parties related to its subject matter. This Agreement may be amended only by written instrument duly executed by both parties.

16. ANDY FRAIN EMPLOYEES

During the term of this agreement and for a period of 12 months following the end of this agreement, the Village may not hire any Andy Frain employees directly, without the prior consent of Andy Frain Services, provided however, that this provision shall not apply to any

Andy Frain employees who were previously employed by the Village of Oak Park as crossing guards.

ANDY FRAIN SERVICES

VILLAGE OF OAK PARK

Signature

Thomas W. Barwin
Village Manager

Printed Name

ATTEST

Title

Teresa Powell
Village Clerk

REVIEWED AND APPROVED
AS TO FORM
JUN 24 2011
[Signature]
LAW DEPARTMENT

APPENDIX A

APPENDIX A

SCHOOL CROSSINGS, NORTH SIDE

CORNERS:	DUTY HOURS M/T/TH/F	WED ONLY
1. RIDGELAND & LENOX	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
2. DIVISION & KENILWORTH	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
3. BERKSHIRE & KENILWORTH	0730 – 0815 1445 – 1530	0730 - 0815 1345 - 1430
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10. KENILWORTH & CHICAGO	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
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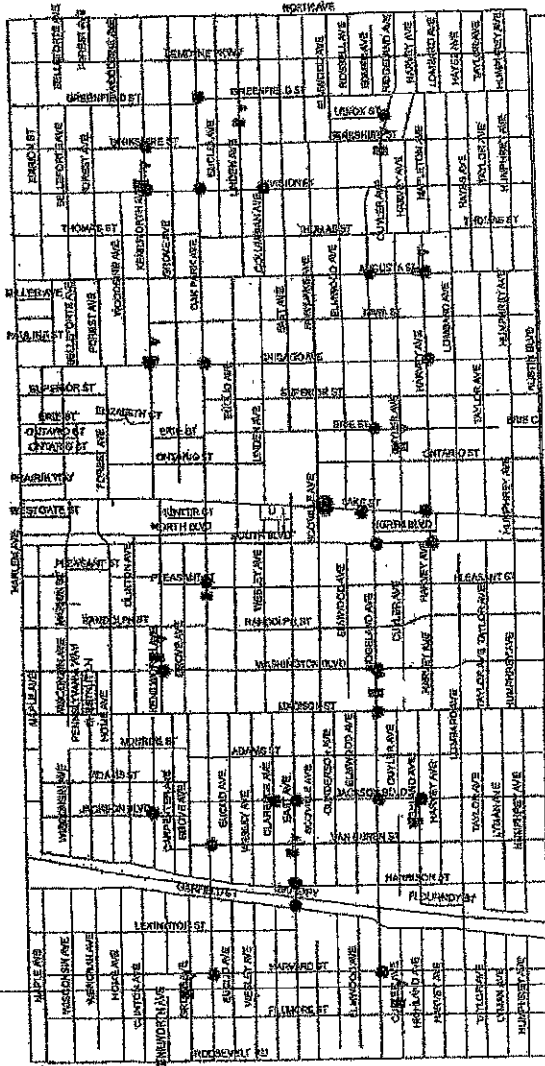
APPENDIX A

SCHOOL CROSSINGS, SOUTH SIDE

CORNERS:	DUTY HOURS M/T/TH/F	WED ONLY
1. SOUTH BOULEVARD & RIDGELAND	0730 – 0900 1445 – 1600	0730 – 0900 1345 – 1600
2. SOUTH BOULEVARD & HARVEY	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430
3. * RIDGELAND & WASHINGTON	0815 – 0900 1515 – 1600	
4. * RIDGELAND & MADISON	0730 – 0900 1445 – 1600	0730 – 0900 1345 – 1600
5. RIDGELAND & JACKSON	0730 – 0900 1445 – 1600	0730 – 0900 1345 – 1600
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10. JACKSON & EAST	0730 – 0815 1445 – 1530	0730 – 0815 1345 – 1430

*** These locations have two Crossing Guards**

Village of Oak Park



Dist 97 Public Schools and 3 Catholic Schools Crossing Guards

- crossing_guards_052009
 - OPRFHS - handled by police officer
- Catholic Schools**

- 1034 Linden Ave, St Giles
- 200 S Oak Park Ave, St. Edmunds
- 501 Van Buren St, Ascension
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- 1111 S Grove Ave, Lincoln
- 1125 S Cuyler Ave, Irving
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- 418 S Ridgeland Ave, Julian
- 508 N Kenilworth Ave, Holmes
- 715 N Harvey Ave, Whitier
- 715 S Highland Ave, Longfellow
- 921 N Kenilworth Ave, Mann

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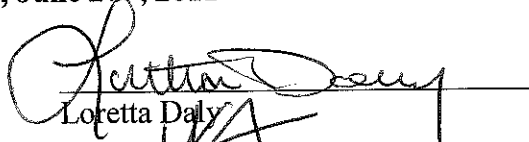
VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution authorizing a Construction Management Services Agreement with the South Marion Business Association during the infrastructure/streetscape construction in an amount not to exceed \$34,400.

Resolution or Ordinance No. _____

Date of Board Action **Monday, June 27th, 2011**

Business Services Manager



Loretta Daly

Deputy Village Manager



Lisa Shelley

Item History:

In an effort to mitigate negative impacts to the South Marion St. Business Corridor during the streetscape project that is currently underway, The South Marion St. Business Association has developed a comprehensive marketing plan to promote the business area throughout the life of the project. The Marion St. project is scheduled to began earlier this month and is scheduled to be completed Mid-November 2011

South Marion's marketing plan is designed to "Help the South Marion District Survive and Thrive while under Construction". Their messages include "Were Open & Accessible for Business", "Parking is Available" "We are Responsive", "South Marion is transforming itself into the Pleasant District (new district name/identity)".

Marking efforts include signage, banners, sandwich board messaging, newspaper advertising, storefront posters and tabletop promotion announcements, discounted valet parking, press releases, and area events. A major theme throughout the plan is that this is an evolution to "The Pleasant District".

Item Policy:

In an effort to provide support to area businesses that are directly and negatively affected during the streetscape project on South Marion St, staff is recommending The Village Board approve this request.

South Marion Association will bill the Village on a monthly basis for the program activity for the previous month for activities per the scope of the agreement. Additionally, program statistics will be submitted and available for the Boards review.

Budget Commentary: The cost of this program is \$34,400. Funding will be identified from the Capital Improvement Fund.

Proposed Action:

Approve the resolution authorizing an Construction Services Agreement not to exceed \$34,400 to support a construction marketing program from June, 2011 – November, 2011.

RESOLUTION

AUTHORIZING A CONSTRUCTION MANAGEMENT SERVICES AGREEMENT WITH THE SOUTH MARION BUSINESS ASSOCIATION DURING THE INFRASTRUCTURE/STREETSCAPE CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$34,400

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 Construction Management Services Agreement with The South Marion Business Association for the development and execution of a Customer Communication strategy during the Infrastructure/Streetscape project from June, 2011 – November 2011 not to exceed \$34,500.

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

ADOPTED this 27th day of June, 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 27th day of June, 2011.

David G. Pope Village
President

ATTEST:

Teresa Powell
Village Clerk

**Agreement between the Village of Oak Park and the South
Marion Street Business Association for Marketing Support
During the Streetscape Improvement Project**

This agreement is entered into by and between the Village of Oak Park and the South Marion Street Business Association, C/O Green Line Wheels, 105 S. Marion St, Oak Park, IL 60302 for marketing support.

1. Scope of Services

The Village of Oak Park will fund those marketing, way finding and other support services as are identified on the attached Exhibit A.

2. Term of Agreement

This agreement is for services to be performed during the construction of the streetscape improvements taking place in 2011. The agreement will terminate upon completion of the streetscape improvements, which is expected to be November 25, 2011.

3. Payment

The Village will pay the vendors directly for the services. If the South Marion Street Business Association undertakes any direct marketing costs, those costs must be approved in advance by the Village Manager or his designee, and must be within the scope of the project identified in Attachment A. If approved, the Village will reimburse the Business Association for those costs.

4. Amount

The total marketing support services funded by this agreement will be in an amount not to exceed \$38,400.00.

SOUTH MARION BUSINESS ASSN

VILLAGE OF OAK PARK

Mary Jo Schuler

Thomas W Barwin, Village Manager
REVIEWED AND APPROVED
AS TO FORM

JUN 24 2011

LAW DEPARTMENT

June 21, 2011

TO: Board of Trustees
Village of Oak Park

FR: Mary Jo Schuler
President, South Marion Association

RE: Marketing South Marion District

The South Marion Association proposes the implementation of the enclosed marketing plan. The mission of this plan is to drive flow of new and continuing customers to the South Marion district throughout the duration of the streetscape project. Please be advised that this marketing plan was built by the nine member SMA Board and is also based on guidance from DTOP, Village staff, and other stakeholders.

The SMA Board received marketing proposals and presentations from two firms, namely Inside Edge PR and a5. Both firms have deep local roots and a tremendous amount of enthusiasm and expertise. However, after thorough consideration, the SMA Board selected a5 as our preferred vendor because of their deep bench of staff resources.

With regard to plan implementation, the SMA Board has and will continue to dedicate in-kind support to serving fellow business and property owners. In addition, the SMA Board voted to allocate 50% of our funds (\$3000) toward costs associated with this plan.

If you have questions regarding our marketing proposal or request for funding, John Harris of a5 and I will be available at the June 20th Board meeting or we may be reached at the following:

Mary Jo Schuler
(708) 725-7002, (708) 267-7506, mj@mjshu.com

John Harris, a5
(312) 706-2529, (708) 227-5313, jharris@a5inc.com

Thank you for your consideration.

SMA Board Proposal for Marketing Other Assistance Efforts Related to the Streetscape Construction

Please note: This document is a more concise explanation of costs; for more information see Marketing Plan with Overview. Also, please note that costs for the majority of marketing and advertising materials to be employed throughout the entirety of the project (June 22-Dec 31, 2011) are delineated in Phase I for the purpose of simplification of breakdown; also, the majority outlay of costs (production and design) will take place in the initial phase.

PHASE I (June 22-July 4)

ITEM (S)	VENDOR/PRODUCER	COST
Streetscape Project Survival Guide	a5	500.00
Large Outdoor Billboard with Business Open and Visual	a5	3,000.00
Outdoor signage with parking updates	a5	1,000.00
Outdoor "Businesses Are Open" banners for street ends	a5	2,000.00
Outdoor messaging for sandwich boards	a5	2,000.00
Window signs with letter to customer	a5/sma	in kind
Table tents for restaurants and other estab that wish to use	a5	2,000
Newsletter with construction updates, 3 issues	a5/sma	in kind
QR code	SMA	in kind
Construction-Customer Parking Support	Vendor TBD	7,000.00

District Customer Communications Program

Press releases, ongoing through project, every 2 weeks	VOP/SMA	in kind
Feature on VOP TV	SMA	in kind
Social Media, application launch	SMA	in kind
SMA website upgrades	a5/SMA	TBD
Districtwide email updates	SMA/VOP	in kind
Wednesday Journal and OakPark.com advertisements	a5	5,000.00
Oak Leaves	a5	5,000.00

TOTAL 27,500.00

PHASE II (July 5-July 25)

ITEMS (s)		
Special Event 1: Barricade Painting	a5/SMA	900
Special Event 2: Top Ten Contest	SMA	in kind
Construction Zone Customer Incentives	a5	4,000.00

TOTAL 4,900.00

PHASE III (July 26-August 31)

ITEM (s) SMA Board Proposal for Marketing Other Assistance
 Special Event 3: Hard Hat Day a5/SMA 1,000.00
 Efforts Related to the Streetscape Construction

TOTAL 1,000.00

PHASE IV (Sept 1 - Nov 1)

ITEMS (s)
 Special Event 4: Moveable Feast A5/SMA 500.00
 Special Event 5: Pleasant Trick or Treat SMA in kind

TOTAL 500.00

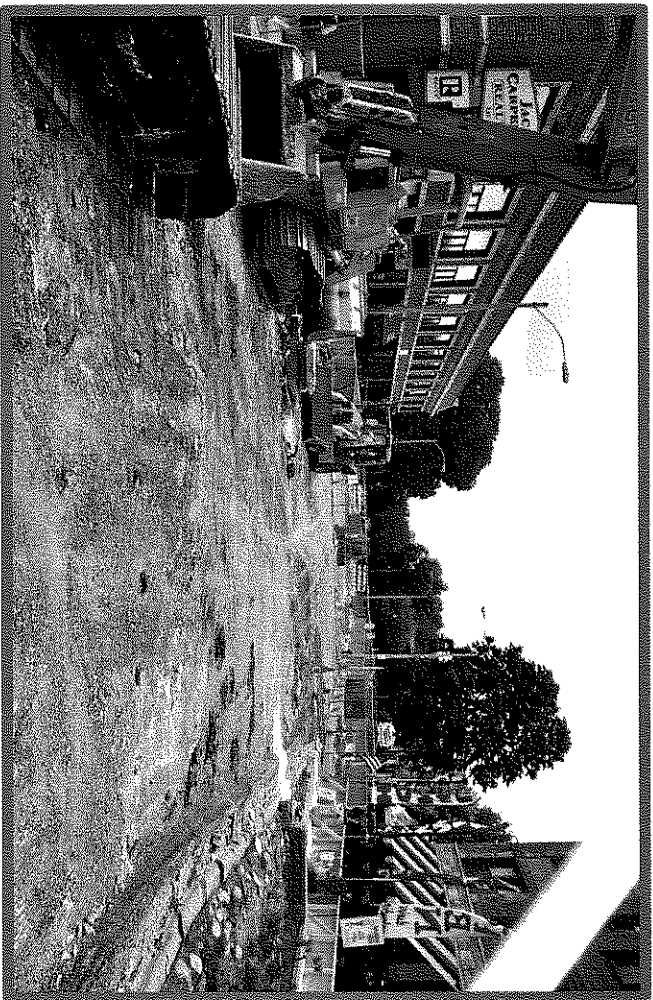
PHASE V (Nov 2- Dec 31)

ITEMS (s)
 Landscaping TBD
 Municipal Signage TBD
 Pleasant District Welcome Announcements a5 1,000.00
 Pleasant District Street Banners a5 TBD
 Holiday Lights TBD TBD
 Construction Complete Re-Opening Event SMA/A5/Inside Edge 2,500.00

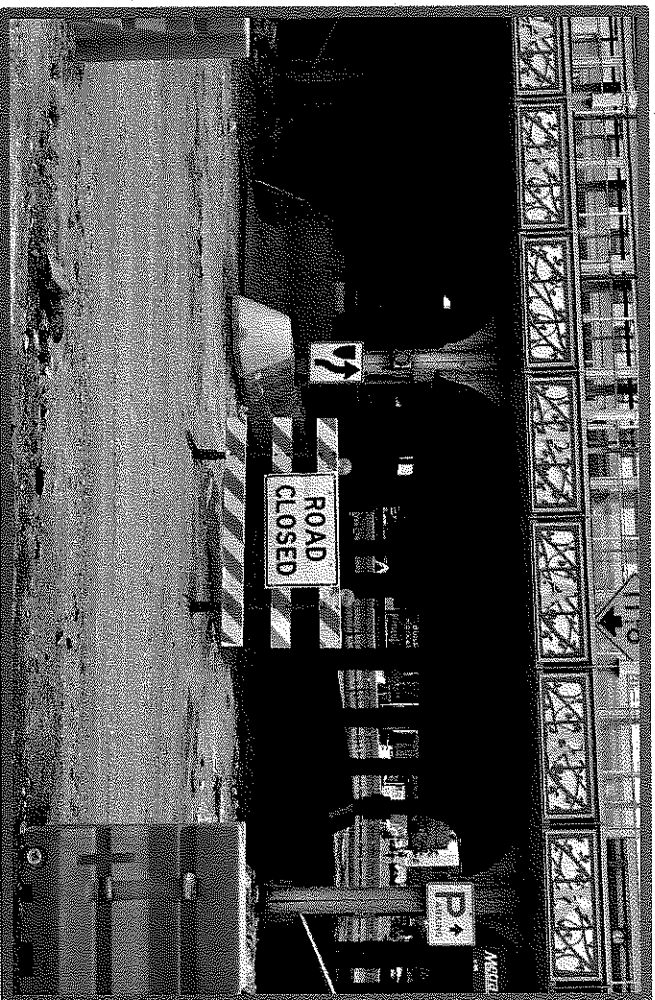
TOTAL 3,500.00

PROJECTED GRAND TOTAL 37,400.00

FROM SMA \$3,000. -3,000.00
 34,400.00



South Marion ~ Pleasant District Proposed Marketing Plan

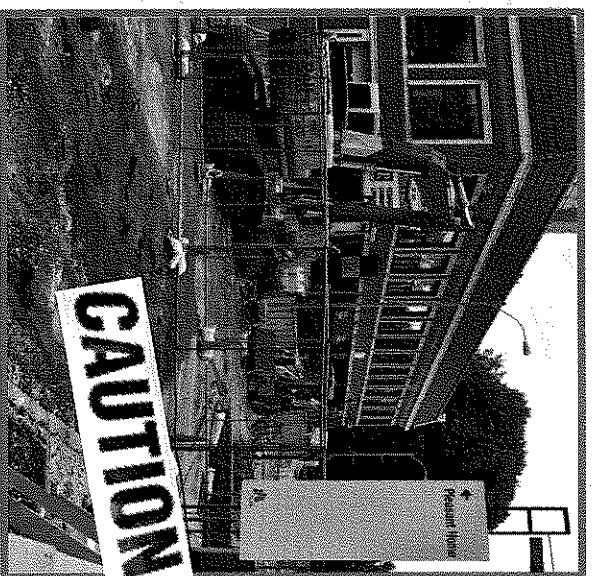


Marketing Initiatives
Designed to Help the
South Marion District
Survive and Thrive While
Under Construction
(June – November 2011)

Prepared by the
South Marion Association

Our Messages:

- South Marion is open for business
- Businesses & residences are accessible
- Parking is available
- Pardon our dust, please continue your patronage
- VOP, Sollitt Construction, and SMA are responsive
- South Marion is transforming itself into the Pleasant District
- The Pleasant District is a Downtown District



Business Survival Guide

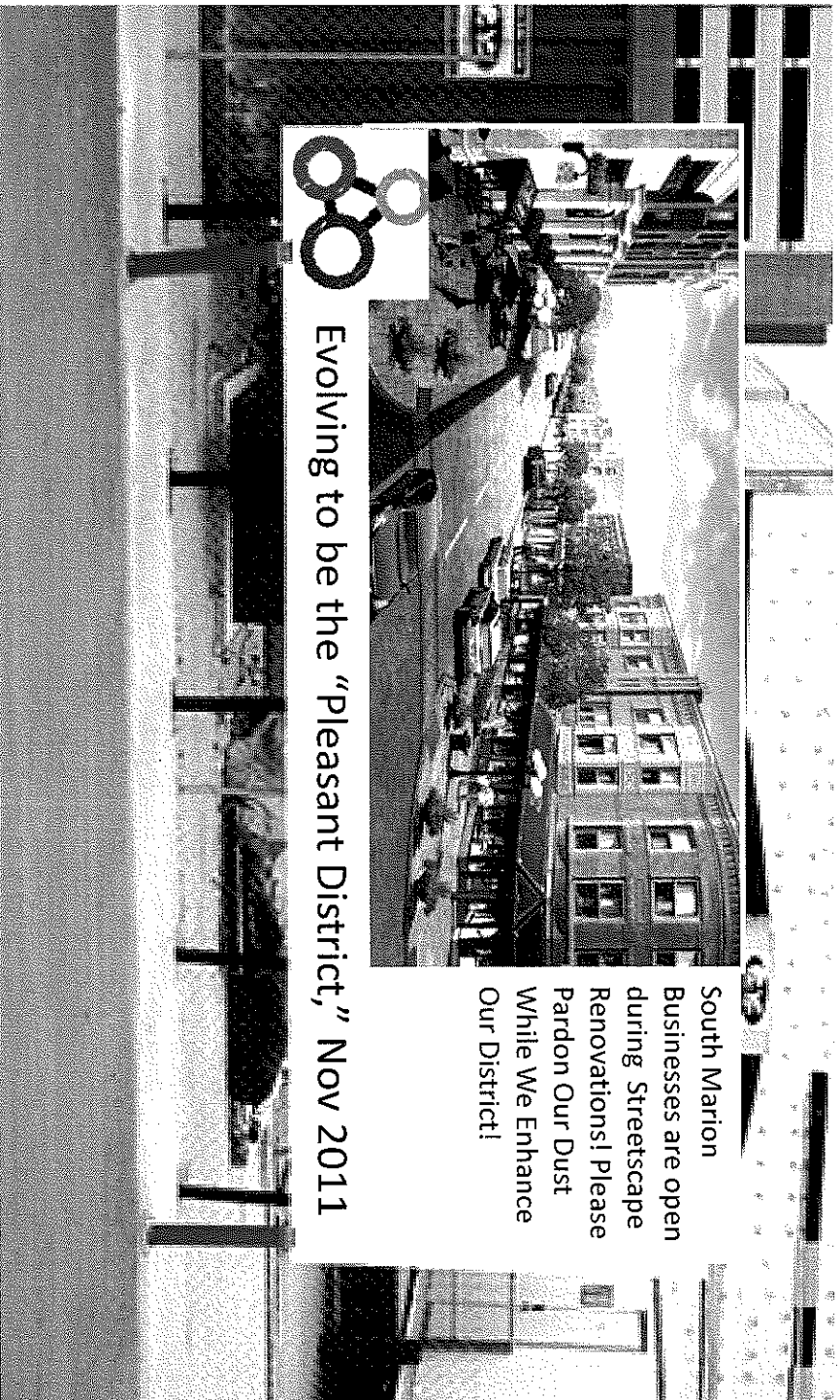
A printed and digital guide focused on the following topics:

- Assurances of Village of Oak Park & General Contractor
- Tips and techniques you can do right now to promote your business and serve customers during construction
- Safety of pedestrians & employees
- Provisional parking and locations of parking
- Flow of vehicular traffic
- Provisioning access to all businesses
- Promotions, marketing and special event calendar
- Ongoing sources of communication to residents, business owners, district employees and patrons
- Links and contacts

Survival
& Answer
Guide
Survive and
Thrive
During the
South
Marion
Streetscape
Construction

Various types of signage for safety, parking, promotion, and marketing

Actual signage products will be designed by a5 for the purpose of creating attractive and cohesive messaging.



**Mock rendering of billboard for the corner of
Harlem Avenue and South Boulevard**

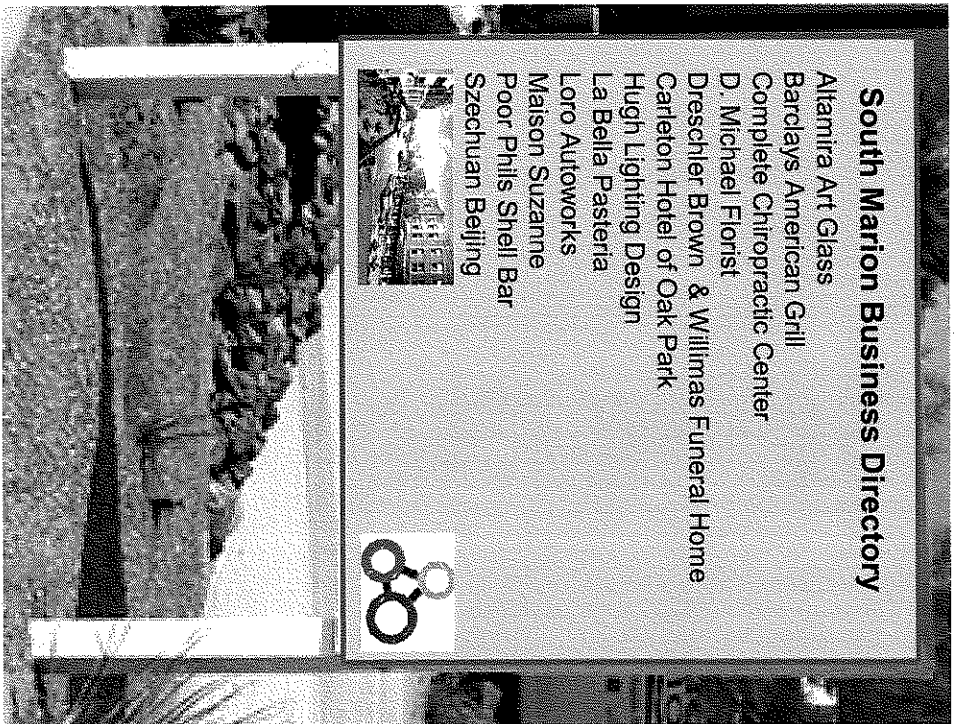


Marion Street Businesses Are Open!

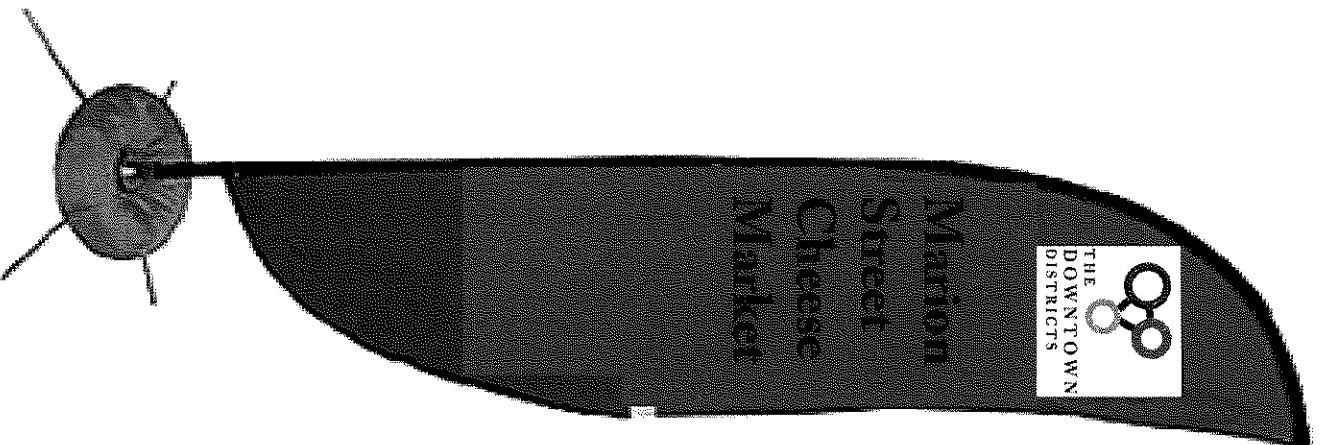
Please Pardon Our Dust While We Become A Pleasant District!



Mock banner signage



**Potential signage for main entrances to South Marion
providing directory of businesses (visibility), parking
information, and end product visual**



**Feather Banners
announcing each
storefront business,
to be mounted to the
barricades**

We're here! Enjoy lunch, dinner,
antique shopping, a day at the spa,
bike rental and so much more.



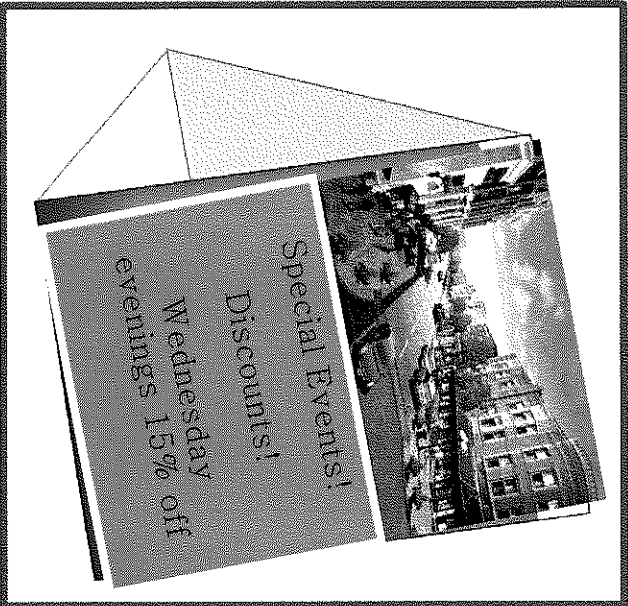
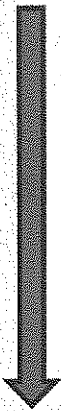
STOP IN - YOU'LL BE PLEASANTLY SURPRISED!

PLEASANT DISTRICT

Marion Street Cheese Market • Loro Auto Works • Oak Park Jewelers • Maison Suzanne • Poor Phil's
Carleton Hotel • Greenline Wheels • Szechuan Beijing • Salon 212 • D. Michael Florist

**Draft visual from a5 for street banner, sandwich
board messaging, or a newspaper advertisement**

**Letter to be posted
in storefronts of
district businesses,
in kind from SMA**

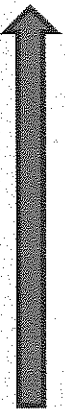


*Dear Customer,
Please bear with us during the streetscape Project. We appreciate your patience and patronage. The finished product will add future value to our community and your patronage experience.*

Village of Oak Park South Marion Streetscape Rendering

Name of Area Business

**Table tents for
announcements and
special business
promotions**



Discounted-rate valet parking for the district's busy times

The SMA is reviewing proposals for valet services to serve customers and visitors during peak times:

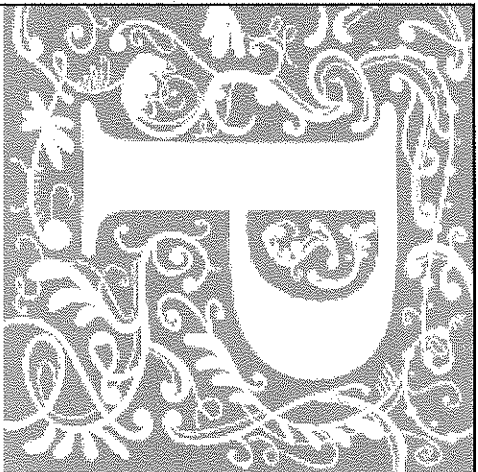
Thursday, Friday, evenings 5-11pm,
Saturday, 9am-11pm and Sunday 9am-3pm

Parking sites targeted are the Sachem/Talaska and Thrive parking lots.

Below is a proposal from V.I.P. Valet Services

# of Drop-off Points	With \$3 Charge to Patron	With \$5 Charge to Patron
One Drop-off (two staff)	\$250	\$150
Two Drop-offs (four staff)	\$450	\$350





Pleasant DISTRICT

Construction? What construction?

Stop in while we are creating our new environment.
The new Pleasant District debuts November 2011.

- Marion Street Cheese Market • Loro Auto Works • Oak Park Jewelers
- Maison Suzanne • Poor Phil's • Carleton Hotel • Greenline Whirrels
- Szechuan Beijing • Sakon 212 • D. Michael Florist

Advertisements in local news (such as this mock-up from a5) promoting the district and it's businesses; an area undergoing enhancements and evolving as the "Pleasant District"

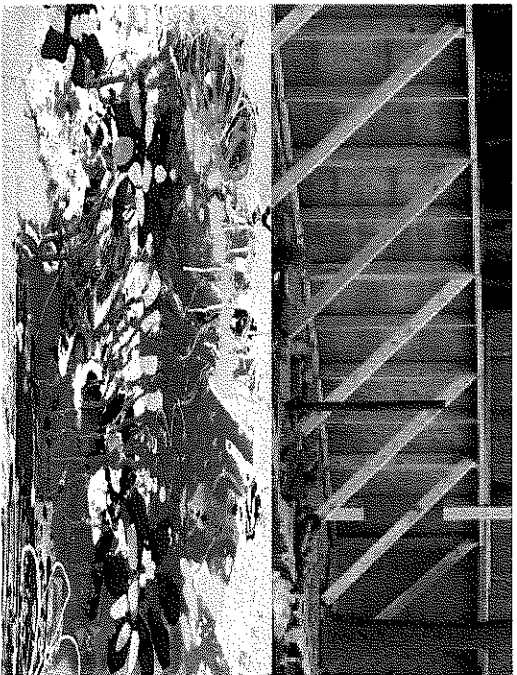
Press releases throughout the project to provide public understanding and generate enthusiasm

Press Releases

Local news sites are our communication partner. We work with them to create content, press releases and photos that will highlight the project. We also work with them to create content for their websites and social media sites. We also work with them to create content for their newsletters and other publications. We also work with them to create content for their websites and social media sites. We also work with them to create content for their newsletters and other publications.

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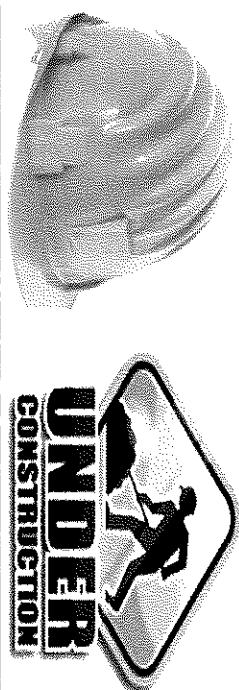
Events to build enthusiasm, create customer traffic, and generally promote the district



Barricade Painting



Movable Feast in Mills Park



Hard Hat Day



Pleasant
DISTRICT



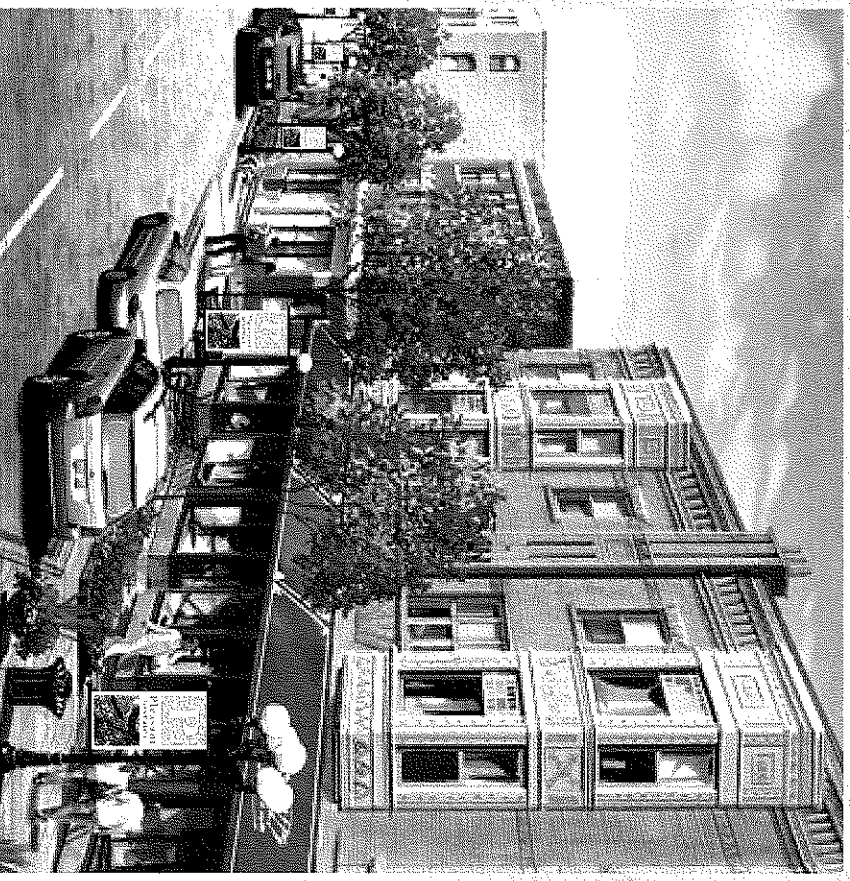
Grand Opening in November

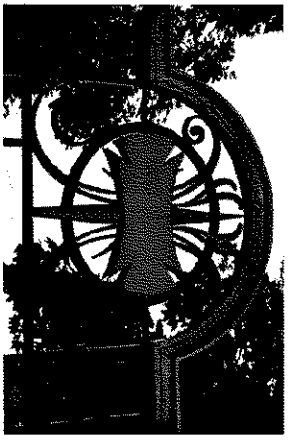
Evolution of South Marion:

South Marion District

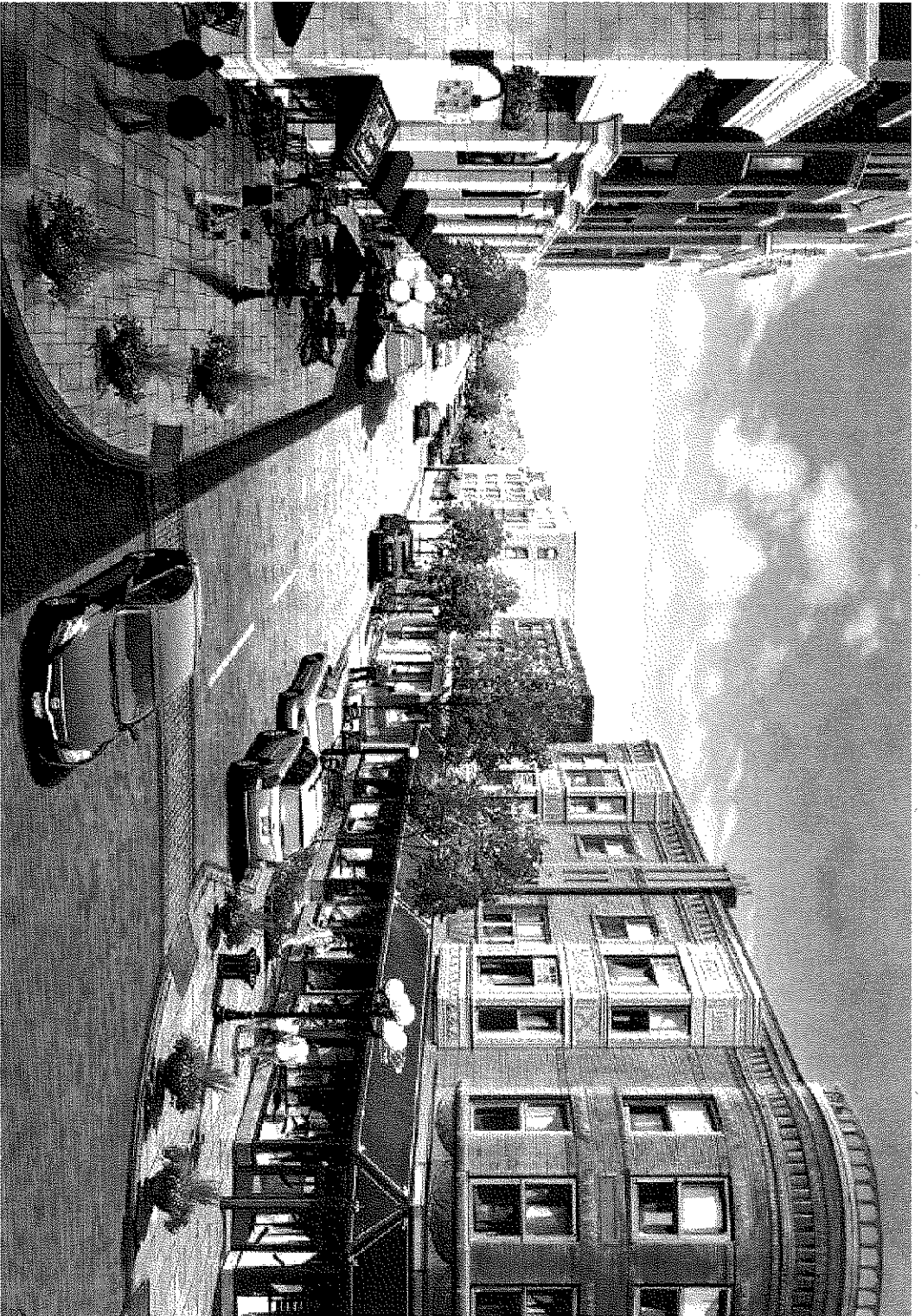


Pleasant District





District logo development concepts



**The South Marion Board, Business and Property Owners,
Residents and Visitors can look forward to a thriving,
attractive, and functional streetscape in the Pleasant District.
Thank you Village of Oak Park!**