

RESOLUTION

**A RESOLUTION APPROVING THE SECOND AMENDED AND RESTATED OPERATING AGREEMENT
BETWEEN THE VILLAGE OF OAK PARK AND THE OAK PARK ECONOMIC DEVELOPMENT
CORPORATION (OAK PARK EDC) AND AUTHORIZING ITS EXECUTION**


BE IT RESOLVED by the President and the Board of Trustees of the Village of Oak Park, Cook County, Illinois ("Village"), in the exercise of their home rule powers, that the Second Amended and Restated Operating Agreement ("Agreement") between the Village and the Oak Park Economic Development Corporation (Oak Park EDC) is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached.

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

ADOPTED this 17th day of July, 2017, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Andrews	✓			
Trustee Boutet		✓		
Trustee Button				✓
Trustee Moroney	✓			
Trustee Taglia				✓
Trustee Tucker	✓			

APPROVED this 17th day of July, 2017.


Anan Abu-Taleb, Village President

ATTEST


Vicki Scaman, Village Clerk

**SECOND AMENDED AND RESTATED OPERATING AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND
THE OAK PARK ECONOMIC DEVELOPMENT CORPORATION**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into this 20 day of July, 2017, between the Village of Oak Park, an Illinois home rule municipal corporation ("the Village"), and the Oak Park Economic Development Corporation, an Illinois not-for-profit corporation (the "Grantee").

RECITALS

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract and otherwise associated with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, units of local government entering into such agreements may use their credit, revenues, and other resources to pay costs and to service debt related to activities which involve a public purpose; and

WHEREAS, the Village previously determined it is in the public interest to assist Grantee with financing for Grantee's economic development efforts set forth in Exhibit A, attached hereto and incorporated herein by reference, on behalf of the Village; and

WHEREAS, pursuant to said determination, the Village entered into an Operating Agreement with Grantee dated February 3, 2014 and

WHEREAS, the parties entered into an Amended and Restated Operating Agreement dated November 16, 2015 ("Amended Agreement"); and

WHEREAS, the Parties have found that minor modifications are necessary to the Amended Agreement and have determined to enter into this Second Amended and Restated Operating Agreement to reflect said modifications.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Village and Grantee agree as follows:

ARTICLE 1 - INTRODUCTION

- 1.1. The foregoing recitals are hereby incorporated by reference as though fully set forth herein.

ARTICLE 2 - GRANTEE AUTHORITY

- 2.1 Grantee warrants that it is the real party in interest to this Agreement, that it is not acting for or on behalf of an undisclosed party, and that it possesses the legal authority to apply for the funding grants provided pursuant to this Agreement and to execute this Agreement. Any person binding Grantee shall, when required, state and/or provide written evidence of the legal authority for his or her agency. Grantee acknowledges that it has read, understood and agreed to all provisions of this Agreement.

ARTICLE 3 - STATUS OF GRANTEE'S PERSONNEL OR CONTRACTED AGENTS

- 3.1 All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be Grantee's employees, or contracted agents, and shall in all respects be subject to Grantee's rules and regulations governing its employees. Neither Grantee, nor its personnel, nor its contacted agents shall be considered to be agents or employees of the Village.
- 3.2 The Village, its officials and employees, when acting pursuant to this Agreement are

acting as Village officials or employees in their official capacity and not personally or as agents of Grantee or others.

ARTICLE 4 - FUNDING GRANTS

- 4.1. The Village shall provide Grantee funding grants due April 1 and October 1, according to the schedule below, and the Village's financial obligation to Grantee under this Agreement shall not exceed said amounts:

Payment Date	Amount
April 1, 2014	\$259,125
October 1, 2014	\$259,125, or the lesser of balance of Grantee's expenses for the 2014 calendar year
April 1, 2015	\$360,750
October 1, 2015	\$360,750
Odd numbered months in 2016	\$120,520
Odd numbered months through April 1, 2017	\$240,500
October 1, 2017	\$240,500
Odd numbered months through August 2021	\$120,250

- 4.2. For the April 1, 2014 and October 1, 2014 payments set forth above, the funding grants are restricted to the following maximums:
- A. \$471,250 for salaries and benefits for up to four full-time employees employed by Grantee on or after the Effective Date of this Agreement as defined below and may not be expended by Grantee for employment agreements entered into prior to the Effective Date of this Agreement as defined below or salaries and benefits of employees of Grantee;
 - B. \$10,000 for employee training;
 - C. \$60,000 for marketing; and
 - D. \$77,000 for operating expenses.

- 4.3. Grantee shall contribute \$100,000 of the existing fund balance of Grantee's predecessor entity, the Oak Park Development Corporation, to Grantee, and the April 1, 2014 and October 1, 2014 funding grants set forth above shall only be limited to Grantee's prospective expenses from the Effective Date of this Agreement through December 31, 2014 ("2014 calendar year"). The Village's funding grants for the 2014 calendar year shall be limited to Grantee's actual expenses. Any excess amount over and above Grantee's actual expenses for the any given calendar year shall be refunded to the Village.
- 4.4. Payments pursuant to this Agreement are subject to availability of Village funds, and their appropriation and authorized expenditure pursuant to applicable law. The Village's obligation shall cease immediately without penalty or liability for further payment, if, in any fiscal year this Agreement is in effect, the Village or any other funding source fails to appropriate or otherwise make available sufficient funds for any or all of the funding grants set forth above.
- 4.5. Payments to Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the following person and place, or directly deposited into a financial account maintained by Grantee:

Executive Director
Oak Park Economic Development Corporation
104 N. Oak Park Avenue, Suite 203
Oak Park, Illinois 60302

Grantee may change the person to whom payments are sent, or the place to which payments are sent, by thirty (30) days prior written notice pursuant to Article 20 below.

- 4.6. Grantee may hold any unspent funds up to \$50,000 in a reserve account which shall be used for expenditures in special instances and shall be reported to the Village and

the expenditure of said funds shall be subject to Article 8 of this Agreement. In addition, for the 2015 calendar year, Grantee may retain up to \$60,000 excess funds for the calendar year and use said funds solely for the purpose of transferring funds to SPA, Inc. to pay the current mortgage, property taxes, maintenance expenses and sale expenses for the property located at 6049 North Avenue, Oak Park, Illinois.

ARTICLE 5 - GRANTEE'S BUSINESS ORGANIZATION

- 5.1. Prior to this Agreement's execution, Grantee shall be registered to do business in the State of Illinois with the Illinois Secretary of State, and be incorporated as an Illinois not-for-profit corporation. Grantee shall also be registered with the United States Internal Revenue Service and approved to operate as a tax exempt organization pursuant to 26 U.S.C. § 501(c)(4), commonly referred to as "501(c)(4)," as amended.
- 5.2. Grantee shall appoint or elect a properly constituted board of directors consistent with Grantee's duly adopted By-Laws, which shall be subject to prior approval by the Village.
- 5.3. Grantee shall hire and maintain a qualified and competent staff to provide all management and administrative services necessary to accomplish Grantee's mission, goals and objectives.
- 5.4. Grantee shall operate in accordance with this Agreement, Grantee's Articles of Incorporation and By-Laws, and actions of Grantee's Board of Directors.
- 5.5. At the Village's request, Grantee shall submit such written or verbal reports as reasonably deemed necessary by the Village pertaining to Grantee's performance under the terms of this Agreement.

ARTICLE 6 - EFFECTIVE DATE, TERM AND TERMINATION

- 6.1 The effective date of this Agreement as reflected above shall be the date that the Oak Park Village Manager executes this Agreement ("Effective Date").
- 6.2 This Agreement shall remain in full force and effect after its Effective Date through August 31, 2021 unless terminated earlier pursuant to the terms of this Article 6.
- 6.3 This Agreement may be terminated by the Village for any reason upon ninety (90) days prior notice to Grantee pursuant to the provisions of Article 20 below.
- 6.4 The Village's obligations under this Agreement shall cease immediately without penalty of further payment being required if, in any fiscal year, the Village or other funding source fails to, budget, appropriate, or otherwise make available sufficient funds for this Agreement. In the event a lack of funding occurs in full or in part, the Village shall give Grantee written notice, which shall set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and changes in the approved budget.
- 6.5 If the Village terminates this Agreement, Grantee shall not incur any costs or new obligations after the effective date of the Village's termination. Grantee shall cancel as many current obligations as possible. Grantee should make every effort to reduce paid staff consistent with the termination but Grantee may continue to pay staff until the effective date of the termination. The Village shall allow full credit to Grantee for the Village's share of non-canceled obligations, if properly incurred by Grantee prior to termination.
- 6.6 If the Grantee elects to terminate this Agreement, it may do so by providing one (1) year written notice delivered by registered or certified mail to the Village as provided

in Article 20 below. If such notice is provided to the Village, the Agreement will terminate on the following anniversary date of the notice unless an earlier date is established by the Village. In the event of termination or expiration of this Agreement, the Grantee, if applicable, shall remain liable for any payments, expenses, debts, and liabilities incurred during the term of this Agreement.

ARTICLE 7 - ANNUAL BUDGET

- 7.1. Grantee shall, on or before August 15th of each year, submit its annual budget to the Village. Grantee's budget shall set forth the objects and purposes consistent with Exhibit A for which it seeks grant money from the Village. Grantee shall further provide such information as may be necessary in the opinion of the Village Manager for inclusion in the Village's annual budget report.

ARTICLE 8 - FINANCIAL RECORDS

- 8.1. At any time during the term of this Agreement, the Village shall have the right to examine Grantee's financial records with reasonable notice, and during regular business hours.
- 8.2. Grantee is accountable for all Village disbursed funds under this Grant. Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the expenditure of all funds provided by the Village under this Agreement. Grantee shall maintain effective control and accountability over all funds disbursed and equipment, property, or other assets acquired with Village funds. Grantee shall keep records sufficient to permit the tracing of funds to a level of expenditure adequate to insure that funds have not been unlawfully spent.

- 8.3. Grantee shall maintain, for a minimum of five (5) years following the later of the expiration or termination of this agreement, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records and supporting documents related hereto shall be available for inspection and audit by the Village, or any duly authorized representative of the Village, and Grantee agrees to cooperate fully to accomplish any such audit. Grantee shall provide full access to all relevant materials and to provide copies of same upon request of the Village or pursuant to a request filed with the Village under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., as amended.
- 8.4. If any of the services to be performed under this Agreement are subcontracted, Grantee shall include in all subcontracts a provision that the Village, or any duly authorized representative of the Village, shall have full access to and the right to examine any pertinent books, documents, papers and records of any subcontractor involving transactions related to this Agreement for a period of five (5) years from the later of the expiration or termination of this Agreement.

ARTICLE 9 - FINANCIAL DISCLOSURES

- 9.1. Grantee shall provide the Village with a quarterly financial report within thirty (30) days after the end of each quarter, which shall include a detailed list of all revenues received and expenditures incurred by Grantee, as well as Grantee's investment activity, names of financial institutions in which Village -provided funds are deposited, and the current balance of those accounts.
- 9.2. Grantee shall provide the Village with an annual audit of its business activities and

unqualified opinion pursuant to the annual audit for each year that this Agreement is effect. The required annual audit shall be conducted by an independent audit/accounting firm, which is licensed by the State of Illinois to conduct an audit in accordance with generally accepted auditing standards. Said audit shall include all income received by Grantee, disbursements by Grantee, and all investment transactions for the prior fiscal year. Grant funds shall be included in Grantee's annual audit. A copy of the audit report and unqualified opinion shall be provided to the Village within thirty (30) days of Grantee's receipt of the audit report. An auditor's management comment letter shall be submitted to the Village Manager as part of the annual audit.

ARTICLE 10 - PROCUREMENT OF CONSTRUCTION AND PROFESSIONAL SERVICES; ACQUISITION OF EQUIPMENT.

- 10.1.** Grantee shall procure all professional services, and acquire assets and materials financed in whole or in part with grant funds provided hereunder, through written, contractual agreement(s).
- 10.2.** In the event that Grantee ceases to exist, all such assets, equipment, and materials purchased with Village funds shall become Village property to the extent permitted under the Internal Revenue Code, 26 U.S.C. § 1 et seq., as amended, and any unused payments under this Agreement shall be returned to the Village.

ARTICLE 11 - UNUSED FUNDS

- 11.1.** Any unused funds provided by the Village pursuant to this Agreement shall be maintained in a federally insured account.

ARTICLE 12 - LEGAL COMPLIANCE

- 12.1.** In addition to complying with the statutes and regulations specifically referenced in this Agreement, Grantee is responsible for determining the applicability of, and complying with, any other laws, regulations or ordinances.
- 12.2.** All applicable federal, state and local laws, rules and regulations applicable to this Agreement shall be deemed to be included in this Agreement as though fully set forth herein. Except where expressly required by applicable laws and regulations, the Village shall not be responsible for monitoring Grantee's compliance.
- 12.3.** Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in its performance of this Agreement.
- 12.4.** Grantee certifies that it shall comply with the Village's Equal Employment Opportunity (EEO) Policy in its performance of this Agreement. The Village's EEO Policy is attached hereto as Exhibit B.

ARTICLE 13 - INDEMNIFICATION AND INSURANCE

- 13.1.** Grantee shall hold harmless, indemnify and defend the Village, its elected officials, officers, employees, and agents from any and all claims, suits, actions, costs, and fees, including, but not limited to, attorneys' fees, interest and expenses, growing out of, or connected with the performance of this Agreement, or because of any act or omission, neglect, or misconduct of Grantee, its officers, employees, agents, volunteers, subrecipients, independent contractors, or subcontractors.
- 13.2.** Nothing contained herein shall be construed as prohibiting the Village, its elected officials, officers, agents, or its employees, from defending through the selection and

use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. Grantee shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.

13.3. In the event that any demand or claim relating to this Agreement is known to either party, the Village and/or Grantee will notify the other party in writing in an expedient manner.

13.4. Grantee shall, at Grantee's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the kinds and limits set forth in this Section 13.4. Grantee shall furnish Certificates of Insurance to the Village before any Village grants are released pursuant to this Agreement. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois, which have a rating of not less than A IX, according to the latest edition of the A.M. Best Company. Such policies shall include a provision preventing cancellation of the insurance policy except upon fifteen (15) days' prior written notice to the Village. Such provision shall also be stated on each Certificate of Insurance as "Should any of the above-described policies be canceled before the expiration date, the issuing company shall mail 15 days' written notice to the certificate holder named to the left." Upon the Village's written request, Grantee shall provide copies of any or all policies of insurance to the Village. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial General Liability:

- i. Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

- | | |
|------------------------------|-----------------|
| General Aggregate | \$ 2,000,000.00 |
| Products/Completed Aggregate | \$ 1,000,000.00 |
| Each Occurrence | \$ 1,000,000.00 |
| Personal Injury | \$ 1,000,000.00 |
- iii. Coverage is to be written on an "occurrence" basis.
 - iv. Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.
 - v. Coverage for all claims arising out of Grantee's operations or premises, anyone directly or indirectly employed by Grantee, and Grantee's obligations under indemnification under this Agreement.

(B) Workers' Compensation:

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all Grantee's employees, and if case work is sublet, Grantee shall require each of its subcontractors similarly to provide Workers' Compensation insurance.

(C) Director and Officers Liability:

- i. Limits:
Combined Single Limit \$2,000,000.00

(D) Comprehensive Automobile Liability:

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.
- ii. Limits:
Combined Single Limit \$1,000,000.00

(E) Umbrella:

- i. Limits:
Each Occurrence/Aggregate \$2,000,000.00

(F) The Village of Oak Park, its elected officials, officers, employees, and agents shall be named as additional insureds on all insurance policies except Workers' Compensation.

Grantee understands and agrees that any insurance policies required pursuant to this Agreement or otherwise provided by Grantee, shall in no way limit Grantee's responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

ARTICLE 14 - COVENANT NOT TO SUE.

- 14.1.** Grantee forever releases and discharges the Village, its officials, agents or employees from all claims, demands, damages, actions or causes of action which arise out of the Village's performance of this Agreement. Grantee does not release and discharge the Village from any payments properly due and owing by the Village pursuant to Section 6.5 of this Agreement subject to Village Board appropriation.
- 14.2.** Grantee covenants not to sue or otherwise bring any action in law or equity against the Village, its officials, agents or employees for any claims, loss, damage, expense, debt or liability of any nature whatsoever which Grantee may sustain arising out of the Village's performance of this Agreement other than as set forth in Section 14.1 above.

ARTICLE 15 - DEFAULT AND REMEDIES

- 15.1.** Any failure on the part of the Village to exercise any right under this Agreement shall not be construed as a waiver of that right.
- 15.2.** In the event that Grantee ceases to exist, all unused funds provided by the Village pursuant to this Agreement shall be returned to the Village.

ARTICLE 16 - NON ASSIGNMENT AND SUCCESSORS IN INTEREST

- 16.1.** This Agreement shall not be assigned, sublet, or transferred by either party hereto.
- 16.2.** The parties each bind themselves and their successors, and assigns to the other party of this Agreement and to the successors, and assigns of such other party in respect to all covenants of this Agreement.
- 16.3.** Nothing herein shall be construed as creating any personal liability on the part of any

officer or agent of the Village or any officer or agent of the Grantee, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and Grantee.

ARTICLE 17 - MODIFICATION AND AMENDMENT

17.1. This Agreement may only be amended or modified by a written instrument, signed by the parties hereto, other than modifications required by changes in federal or state law or regulations or required by Village ordinance applicable to this Agreement. No amendment or modification of this Agreement shall be valid or enforceable unless in writing and signed by the authorized representatives of the parties.

17.2. This Agreement is subject to such modifications as the Village determines may be required by changes in federal, state or local law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein. The Village shall notify Grantee of any change in law or regulation which it has notice.

ARTICLE 18 - CONFLICT OF INTEREST

18.1. Grantee shall establish safeguards to prohibit its officers, directors, agents and employees from using payments under this Agreement for their own private use.

18.2. No Village officer or employee may be hired or paid with funds derived directly or indirectly through this Agreement.

18.3. The "Conflict of Interest Policy and Annual Statement," attached hereto and incorporated herein by reference as Exhibit C, shall be applicable to Grantee's At-Large Directors. The Village's Conflict of Interest and Ethics Policy as contained in

Chapter 2 ("Administration"), Article 25 ("Conflict of Interest and Ethics") of the Oak Park Village Code ("Policy"), attached hereto and incorporated herein by reference as Exhibit D, as amended, shall be applicable to Grantee's Governmental Directors. The disclosure statement required by the Village's Policy shall be filed with Grantee's Executive Director on annual basis.

ARTICLE 19 - GOVERNING LAW

19.1. This Agreement shall be governed and construed by the laws of the State of Illinois both as to interpretation and performance.

ARTICLE 20 - REQUIRED NOTICES OR REPORTS

20.1. Any notices, reports, records or documents required by the terms of this Agreement shall be deemed sufficient if made in writing and sent by first class mail or personal service to:

FOR THE VILLAGE

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

FOR GRANTEE

Executive Director
Oak Park EDC
104 N. Oak Park Ave., Suite 203
Oak Park, Illinois 60302

20.2. Either party may change its address for receiving notices by giving notice thereof in compliance with the terms of Section 20.1.

ARTICLE 21 - ENTIRE AGREEMENT

21.1. This Agreement represents the entire agreement between the parties and supersedes all previous communications or understandings, whether oral or written.

21.2. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

ARTICLE 22 - SAVINGS CLAUSE

22.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 23 - CAPTIONS AND SECTION HEADINGS

23.1. Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties to this Agreement by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms as of the date first written above.

VILLAGE OF OAK PARK



By: Cara Pavlicek
Its: Village Manager

Date: 7/20/17

OAK PARK ECONOMIC DEVELOPMENT CORPORATION



By: John Lynch
Its: Executive Director

Date: 7.28.17

ATTEST



By: Vicki Scaman
Its: Village Clerk

Date: 7/20/2017

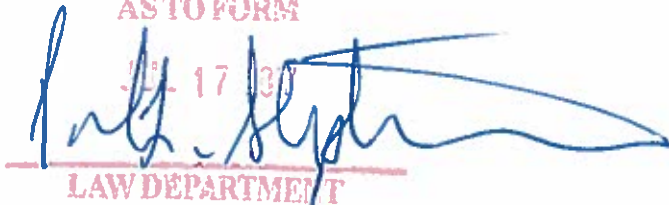
ATTEST



By: Martin J. Noll
Its: Chairman

Date: 8.1.17

REVIEWED AND APPROVED
ASTO FORM



JUL 17 2017
LAW DEPARTMENT

Exhibit A

Mission Statement of the Oak Park Economic Development Corporation

To enhance the quality of life and economic health of Oak Park by expanding its property tax base, increasing sales tax revenue and creating and retaining jobs in the Village

Key economic development activities include:

Development	Maintaining a robust database of development sites and vacancies in existing properties throughout the Village
	Attracting qualified developers capable of completing projects across Oak Park's business districts that create construction and permanent jobs in the Village while enhancing its built environment
Marketing/Branding	Conducting an assessment of Oak Park's competitive advantages
	Identifying partners for collaboration in marketing Oak Park as a place to live, visit and do business
	Working with these partners to develop a marketing campaign
Recruitment	Recruiting retailers that will reduce sales tax leakage and complement existing businesses
	Attracting other commercial businesses that will expand the Village's tax base and employment options
Retention	Work to bring complementary businesses together for cross-selling opportunities or other collaborative activities
Incentives	Staying current on best practices in economic development
	Review requests for economic development incentives and make recommendations to the Village
	Demonstrating innovation and creativity in the application of incentives to stimulate economic development
	Developing assessment tools to estimate the economic costs and benefits of an investment
Measurement/ Metrics	Creating metrics to calculate the costs/benefits of OPEDC's economic development programs, including inputs, outputs and outcomes (e.g., jobs created, jobs retained, dollars invested, tax dollars retained or generated)
Reporting	Designing templates for reporting to the OPEDC Board, the Village Board and the citizens of Oak Park

Exhibit B

APPENDIX V

REAFFIRMATION STATEMENT

MARCH 31, 1997

**REAFFIRMATION OF
EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEO)
VILLAGE OF OAK PARK**

It is the policy of the Village of Oak Park to afford equal opportunity in employment to all individuals, regardless of race, color, religion, age, sex, national origin, sexual orientation, disability, or status as a disabled veteran or Vietnam era veteran. The Village is committed to this policy because of legal requirements set forth in the Civil Rights Act of 1964 and the Equal Employment Opportunity Act of 1972, and because such principles are fundamental to Oak Park's existence as a racially and culturally diverse community. Equal Employment Opportunity within the Village government is essential if Oak Park is to effectively pursue community-wide goals of racial diversity and increased economic opportunity. EEO is, therefore, a legal, social, moral and economic necessity for the Village of Oak Park.

Chapter 13, Article III of the Code of the Village of Oak Park expressly prohibits discrimination in hiring, terms and conditions of employment, and promotions. Appeal procedures set forth in the Village Personnel Manual provide a mechanism for reporting any such practice to the Village Manager, who is empowered to hold hearings and issue decisions on such matters in behalf of the Village.

Policy statements alone are not sufficient, however, to address longstanding social barriers which have resulted in under-utilization of the skills and abilities of certain groups within our society. The Village of Oak Park, therefore, embraces a policy of affirmative recruitment, whereby specific efforts are made to attract and retain qualified female, minority, and disabled employees in the Village work force.

Responsibility for administering the Village of Oak Park's Equal Employment Opportunity/Affirmative Recruitment Plan lies with the Village Manager, who is assisted by the Human Resources Director in implementing policies which ensure Equal Employment Opportunity within the Village work force. Ultimately, however, the Village's EEO/affirmative recruitment efforts will succeed only with the cooperation of all Village employees. Each of us is responsible for creating a work environment which encourages full participation by women, minorities and the disabled. Each of us is responsible for forging a Village work force that reflects the diversity of our community and utilizes the best talent available for serving the residents of Oak Park.



Carl Swenson
Village Manager