

**AGENDA
RULES MEETING OF THE BOARD OF TRUSTEES
HELD REMOTELY
PUBLIC NOTICE POSTED AT THE VILLAGE HALL
350 VICTORY DRIVE
PARK FOREST, ILLINOIS**

Village Hall- Boardroom

7:00 p.m.

June 22, 2020

Roll Call

1. A Resolution Approving an Intergovernmental Agreement between the Village of Park Forest and the Illinois Department of Healthcare and Family Services
2. A Resolution Approving and Agreement Between the Department of Army and the Village of Park Forest for Design and Construction Assistance for the Section 219 Village of Park Forest Water Main Replacement Project
3. Urban Forestry Maintenance Contract
4. Purchase of 11 Mobile Data Terminals
5. An Ordinance Approving a Zoning Text Amendment to increase the number of hens permitted to be kept in a Chicken Coop (Article III-4.C.3. of the Unified Development Ordinance)
6. An Ordinance Repealing Ord. No 634 and Authorizing the Withdrawal of the Village of Park Forest from the Chicago South Suburban Mass Transit District
7. Discussion of Potential Revisions to the Change of Occupancy Inspection Program

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

Adjournment

NOTE – DUE TO COVID-19

THE BOARD MEETING WILL BE HELD VIA CONFERENCE CALL

***Public, in-person attendance of the Meeting has been deemed unfeasible; All public comment can be sent prior to the phone conference Board Meeting, via email to tmick@vopf.com, by 3 pm the day of the meeting; Public comments received via email will be read during the public meeting.**

****A record (verbatim recording) of all action (if any) taken during the Board Meeting in open session will be made available upon request.**

*****This meeting will be broadcast live, and recorded, on the local cable access channels in Park Forest (channel 4 for Comcast subscribers & channel 4 for AT&T U-Verse subscribers) and will be streamed live, and subsequently archived, on the Village website at www.villageofparkforest.comNOTE: Copies of Agenda Items are Available on the Village website at www.villageofparkforest.com**

AGENDA BRIEFING

DATE: June 1, 2020

TO: Mayor Jonathan Vanderbilt
Board of Trustees

FROM: Tracy Natyshok, Fire Chief

RE: A Resolution Approving an Intergovernmental Agreement Between the Village of Park Forest and the Illinois Department of Healthcare and Family Services

BACKGROUND/DISCUSSION:

This resolution will allow the Village of Park Forest (Fire Department) to enter into an agreement with The Illinois Department of Healthcare and Family Services. The IGA authorizes the Department to make use of aid and co-operate with State and local governmental agencies that are enrolled in the Medical Programs and provides Covered Ambulance Services to individuals eligible for benefits under the Medical Programs. These are for the costs of providing services which are not covered by the fee schedule pursuant to which the Department and its agents pay for such services.

RECOMMENDATION:

Fire Department Staff recommends the adoption of the attached resolution approving an Intergovernmental Agreement between the Illinois Department of Healthcare and Family Services and the Village of Park Forest. This program has the potential to increase revenue collection for services rendered to patients eligible for benefits not covered by the fee schedule pursuant to which the Department and its agents pay for such services. This would include Medicare and supplemental insurance policies.

SCHEDULE FOR DISCUSSION:

This item will appear on the agenda of the Rules Meeting of June 22, 2020 for Board discussion and consideration for approval at the ensuing Regular Meeting.

RESOLUTION R-20-21

**A Resolution Approving an Intergovernmental Agreement
Between the Village of Park Forest and the Illinois Department
of Healthcare and Family Services**

BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the Intergovernmental Agreement between the Village of Park Forest and the Illinois Department of Healthcare and Family Services, in regard to covered ambulance services and fees, as attached hereto as Exhibit A and made part hereof, is hereby approved.

BE IT FURTHER RESOLVED, that the Village Manager is hereby authorized and directed to execute the Intergovernmental Agreement attached hereto as Exhibit A, in substantially the attached form, on behalf of the Village, as well as execute any and all additional documents necessary to carry out the terms thereof.

PASSED this 22nd day of June, 2020.

APPROVED:

ATTEST:

Mayor

Village Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND
THE VILLAGE OF PARK FOREST**

2020-2021

The Illinois Department of Healthcare and Family Services (the “Department” or “HFS”) and The Village of Park Forest, (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the “IGA Act”) and Section 2-32-030 of the Municipal Code of Chicago, hereby enter into this Intergovernmental Agreement (the “Agreement”) in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as “Parties” or individually as a “Party.”

**ARTICLE I
INTRODUCTION**

1.01 Background. Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq.* (the “Public Aid Code”), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates a Fire Department (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.

1.02 Purpose. In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

1.03 Definitions

- (a) Agent means Managed Care Organizations and Administrative Services Organizations.
- (b) ALS means Advanced Life Support billed under CPT Code A0427.
- (c) BLS means Basic Life Support billed under CPT Code A0429.
- (d) Base Rate means the current fee-schedule rate for Provider on the Department’s rate sheet for the Provider as of September 30, 2019.
- (e) Covered Ambulance Services or Services means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
- (f) Effective Federal Match Rate means the weighted average of the Federal Medical Assistance Percentage (FMAP) for Illinois non-Affordable Care Act (ACA) enrollees and the supplemental FMAP for ACA expansion population based on the percentage of Covered Ambulance Services provided to the different populations.
- (g) Interim Rate means the payments to Provider for Covered Ambulance Services in addition to the payments made pursuant to the state plan fee schedule and calculated pursuant to Article III.
- (h) Medical Programs means programs administered by the Department under the Public Aid Code, the Children’s Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).

INTERGOVERNMENTAL AGREEMENT

- (i) Participating Public Ambulance Provider means an ambulance provider owned by a municipal corporation or other unit of local government that has executed an Agreement with the Department with terms substantially identical to this Agreement.
- (j) Quarterly Invoice means an itemized statement provided to the Local Government by the Department regarding supplemental payments for Services previously received by the Provider.
- (k) Rate Year means calendar year.
- (l) State Share means the portion of Medicaid claims expenditures not reimbursed using federal matching dollars.

**ARTICLE II
INTERGOVERNMENTAL TRANSFER**

2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.

2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt and verification of the Quarterly Invoice by the Local Government.

**ARTICLE III
INTERIM RATES FOR SERVICES**

3.01 Calculation. The Interim Rate will be determined as follows:

- i. The Department will calculate, using data from each Provider’s most recent timely filed cost report, Provider’s total costs per ALS trip and BLS trip for Covered Ambulance Services based on a submitted Department approved cost report.
- ii. The Department will calculate the difference between the ALS and BLS cost per trip calculated pursuant to (i) and the Department’s published Base Rate for those trips to establish the Provider’s Interim Rates for ALS and BLS.

3.02 Reimbursement. The Department shall pay or cause its agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider’s Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.

3.03 Cost Reports. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.

3.04 Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

**ARTICLE IV
TERM**

INTERGOVERNMENTAL AGREEMENT

4.01 Term. This Agreement shall commence October 1, 2019 provided Provider's Cost Report was received by the Department on or before October 1, 2019, or on January 1, 2020, if Provider's cost report was received after October 1, 2019 and on or before November 1, 2019, and shall continue until otherwise terminated by the Parties.

**ARTICLE V
TERMINATION**

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

**ARTICLE VI
MISCELLANEOUS**

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records

INTERGOVERNMENTAL AGREEMENT

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and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: Mary.Doran@illinois.gov
Kiran.Mehta@illinois.gov

To Local Government: tnatyshok@vopf.com

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

INTERGOVERNMENTAL AGREEMENT

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL GOVERNMENT

SIGNATURE _____

NAME: _____

TITLE: _____

DATE: _____

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

THERESA EAGLESON
DIRECTOR

DATE: _____

AGENDA BRIEFING

DATE: June 17, 2020

TO: Mayor Jon Vanderbilt
Board of Trustees

FROM: Roderick Ysaguirre – Director of Public Works/Village Engineer

RE: **A Resolution Approving an Agreement Between the Department of the Army and the Village of Park Forest for Design and Construction Assistance for the Section 219 Village of Park Forest Water Main Replacement Project**

BACKGROUND/DISCUSSION:

In 2019, the Village received notice that it will receive funding pursuant to Section 219 of the Water Resources Development Act of 1992 from the federal government for public water improvements. The funding amount provided to Park Forest is approximately \$1 million dollars and the projected division of cost would be 75% federal and 25% Village. The Village's request for funding consisted of replacing the entire watermain along Dogwood St in the Cedarwood Coop area. Over the past months, the Village entered into an Engineering Services Agreement with Baxter and Woodman Consulting Engineers in the amount of \$70,500 dollars for design and project administration work. Design work is nearing 100% completion. The next mile stone is to enter into a Project Partner Agreement (PPA) with the Federal Government outlining the commitments for completion of this project. This item consists of approval of an enabling resolution to enter into the PPA with agreement highlights noted below:

1. Construction and Construction engineering would be performed by the Corps.
2. The Village is responsible for 100% of costs for Design Engineering and is responsible to provide the design to the Government for review, approval and construction of the project. This cost is not included in the Village's 25% share.
3. The Village will be given opportunities to review and comment on actions taken by the Government such as for bid solicitation, contract modifications and change orders, and contract claims prior to resolution.
4. The current projected Village's cost share for construction is \$325,000. The cost share at this time is subject to change depending on future actions requiring adjustment, such as Change Orders during Construction.
5. Bid Opening target date is September 2020.
6. Upon completion of the project the Government will provide As-built drawings, and an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual to the Village. At such time the ongoing maintenance will return back to the Village.
7. The Village is responsible to have all lands, Rights of Way (ROW) and easements in place before work begins. All work will be done in existing village ROW, so this will not be an issue.

8. At the end of the project the Government will provide the Village with an accounting report that outlines all costs and final division of costs.
9. The Village needs to maintain and make available project records for 3 years and likewise, the Village can request records from the Government.

The remainder of the agreement is standard agreement language and the entire agreement has been reviewed by staff and the Village Legal Counsel. The PPA attached is in substantial form.

This project is included in the upcoming fiscal 20/21 budget where \$325,000 has been budgeted in the Water Fund – Distribution. A breakdown of the current funding estimate is attached.

RECOMMENDATION: Approve the enabling resolution to authorizing the Mayor to enter into and sign the Project Partner Agreement and any additional paperwork and forms related to this project.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules/Regular meetings of June 22, 2020 for Board discussion and consideration.

RESOLUTION No. _____

**A Resolution Approving an Agreement Between the Department of the Army
and the Village of Park Forest for Design and Construction Assistance for
the Section 219 Village of Park Forest Water Main Replacement Project**

BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the Agreement between the Village of Park Forest and the Department of the Army, in regard to design and construction assistance for a water main replacement project along Dogwood Street, as attached hereto as Exhibit A and made part hereof, is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Agreement attached hereto as Exhibit A, in substantially the attached form, on behalf of the Village, as well as execute any and all additional documents necessary to carry out the terms thereof.

PASSED this 22nd day of June, 2020.

APPROVED:

ATTEST:

Mayor

Village Clerk

Exhibit A

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE VILLAGE OF PARK FOREST, ILLINOIS
FOR
DESIGN AND CONSTRUCTION
ASSISTANCE
FOR THE
SECTION 219
VILLAGE OF PARK FOREST WATER MAIN REPLACEMENT PROJECT

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Chicago District, and the Village of Park Forest, Illinois (hereinafter the "Non-Federal Sponsor"), represented by the President of its Board of Trustees.

WITNESSETH, THAT:

WHEREAS, the Secretary of the Army is authorized to provide design and construction assistance for designated water-related environmental infrastructure and resource protection and development projects pursuant to Section 219 of the Water Resources Development Act of 1992, Public Law 102-580, as amended (hereinafter the "Section 219 Program");

WHEREAS, the provision of design and construction assistance for the Calumet Region (hereinafter the "Section 219 Assistance Project") at Cook County, Illinois, was authorized by Section 219(f)(54) of the Water Resources Development Act of 1992, Public Law 102-580, as amended;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into an agreement (hereinafter the "Agreement") for the provision of design and construction assistance for the Section 219 Village of Park Forest Water Main Replacement Project (an element of the Section 219 Assistance Project and hereinafter the "*Project*", as defined in Article I.A. of this Agreement);

WHEREAS, Section 219 of the Water Resources Development Act of 1992, Public Law 102-580, as amended, specifies the cost-sharing requirements applicable to the *Project*;

WHEREAS, Section 219(f)(54) of the Water Resources Development Act of 1992, Public Law 102-580, as amended, provides that \$35,000,000 in Federal funds is authorized for design and construction assistance for the Section 219 Assistance Project;

WHEREAS, the Non-Federal Sponsor intends to provide a design or portion thereof, at no cost to the *Project*, for use by the Government in constructing the *Project* if such design, or portion thereof, is determined by the Government to be acceptable for such purpose;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Project* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful implementation of the *Project*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I - DEFINITIONS

A. The term "*Project*" shall mean replacement of a water main along Dogwood Street in Park Forest, Illinois, as generally described in the Section 219 Village of Park Forest Water Main Replacement Project Letter Report, dated _____, ____ and approved by the District Engineer on _____, _____.

B. The term "*total project costs*" shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to design and construction of the *Project*. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government's design costs not incurred pursuant to any other agreement for the *Project*; the Government's costs of preparation of environmental compliance documentation in accordance with Article II.A.4. of this Agreement; the Government's costs of review and modifications to the design, or any portion thereof, provided by the Non-Federal Sponsor in accordance with Article II.A.1. of this Agreement; the Non-Federal Sponsor's and the Government's costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XIII.A. of this Agreement; the Government's costs of historic preservation activities in accordance with Article II.J. of this Agreement; the Government's actual construction costs; the Government's supervision and administration costs; the Government's costs of contract dispute settlements or awards; and the value of lands, easements, rights-of-way, and *relocations* for which the Government affords credit in accordance with Article IV of this Agreement but not to exceed 25 percent of total project costs. The term does not include any

costs for operation, maintenance, repair, rehabilitation, or replacement of the *Project*; participation by the Government and the Non-Federal Sponsor in the Project Coordination Team to discuss significant issues and actions; any costs of *betterments* under Article II.H.2. of this Agreement; any costs of dispute resolution under Article VI of this Agreement; the Government's costs for data recovery activities associated with historic preservation in accordance with Article II.J. of this Agreement; or the Non-Federal Sponsor's costs of negotiating this Agreement. The term also shall not include any costs incurred by the Non-Federal Sponsor, its contractors, or others on behalf of the Non-Federal Sponsor for preparing or providing a design, or any portion thereof, for the *Project* in accordance with Article II.A.1. of this Agreement.

C. The term "*period of design and construction*" shall mean the time from the effective date of this Agreement to the date that construction of the *Project* is complete, as determined by the Government, or the date that this Agreement is terminated in accordance with Article II.C. or Article XII or Article XIII.C. of this Agreement, whichever is earlier.

D. The term "*financial obligations for design and construction*" shall mean the financial obligations of the Government that result or would result in costs that are or would be included in *total project costs* except for obligations pertaining to the provision of lands, easements, and rights-of-way, and the performance of *relocations*.

E. The term "*non-Federal proportionate share*" shall mean the ratio of the Non-Federal Sponsor's total contribution of funds required by Article II.B.2. of this Agreement to *financial obligations for design and construction*, as projected by the Government.

F. The term "*highway*" shall mean any highway, roadway, street, or way, including any bridge thereof, that is owned by a public entity.

G. The term "*relocation*" shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, *highway*, railroad, or public facility when such action is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

H. The term "*betterment*" shall mean a difference in the design or construction of an element of the *Project* that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to the design or construction of that element. The term does not include any design or construction for features not included in the *Project* as defined in paragraph A. of this Article.

I. The term “*Federal program funds*” shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

J. The term “*Section 219 Project Limit*” shall mean the statutory limitation on the Government’s financial participation in the design and construction of the Section 219 Assistance Project as specified in Section 219(f) of the Water Resources Development Act of 1992, Public Law 102-580, as amended. As of the effective date of this Agreement, such limitation is \$35,000,000.

K. The term “*fiscal year*” shall mean one year beginning on October 1 and ending on September 30.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the “Congress”) and using those funds and funds provided by the Non-Federal Sponsor, expeditiously shall design and construct the *Project* utilizing the portion of the design provided by the Non-Federal Sponsor that the Government determines to be acceptable in accordance with paragraph A.1. of this Article, and applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies.

1. The Non-Federal Sponsor expeditiously shall prepare and provide to the Government a design, or the portion thereof that the Non-Federal Sponsor has specified in writing that it intends to provide, for use in constructing the *Project*. The Government shall review such design, or portion thereof, to ensure compliance with applicable Federal laws, regulations, and policies including those related to bidability, constructability, operability and environmental acceptability. The Government, in its sole discretion, may accept, modify, or reject such design, or any portion thereof, for use in constructing the *Project*. Prior to commencement of review by the Government of such design, the Non-Federal Sponsor shall provide a written certification and warranty to the Government that the design provided by the Non-Federal Sponsor is free from any legal encumbrances and use restrictions, including but not limited to, any intellectual property rights and outstanding licensing requirements.

2. If the Non-Federal Sponsor fails to provide a design, or the specified portion thereof, for the *Project*, or the Government determines that the design, or any portion thereof, provided by the Non-Federal Sponsor is inadequate for any reason, the Government, subject to the availability of funds and the *Section 219 Project Limit*, may design the *Project* or complete the design of the *Project*.

3. The Government shall not issue the solicitation for the first contract for design of the *Project*, commence design of the *Project* using the Government's own forces, or commence review of a design, or any portion thereof, provided by the Non-Federal Sponsor in accordance with paragraph A.1. of this Article, until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the *Project*.

4. The Government shall develop and coordinate as required, an Environmental Assessment and Finding of No Significant Impact or an Environmental Impact Statement and Record of Decision, as necessary, to inform the public regarding the environmental impacts of the *Project* in accordance with the National Environmental Policy Act of 1969 (hereinafter "NEPA") (42 U.S.C. 4321–4370e). However, the Government shall not issue the solicitation for the first construction contract for the *Project* or commence construction of the *Project* using the Government's own forces until all applicable environmental laws and regulations have been complied with, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

5. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts or commencement of design or construction using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Project* shall be exclusively within the control of the Government.

6. At the time the U.S. Army Engineer, Chicago District (hereinafter the "District Engineer") furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract awarded by the Government for the *Project*, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsor.

B. The Non-Federal Sponsor shall contribute 25 percent of *total project costs* in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, and shall perform or ensure performance of all *relocations* that the Government determines to be required or to be necessary for construction, operation, and maintenance of the *Project*.

2. The Non-Federal Sponsor shall provide funds in accordance with Article V.B. of this Agreement in the amount necessary to meet the Non-Federal Sponsor's required share of 25 percent of *total project costs* if the Government projects at any time that the collective value of the following contributions will be less than such required share: (a) the value of the Non-Federal Sponsor's contributions under paragraph B.1. of this Article, as determined in accordance with Article IV of this Agreement that do not exceed 25 percent of *total project costs*; and (b) the value of the Non-Federal Sponsor's contributions under Article IX and Article XIII.A. of this Agreement.

3. The Government, subject to the availability of funds and as limited by the *Section 219 Project Limit*, shall refund or reimburse to the Non-Federal Sponsor any contributions in excess of 25 percent of *total project costs* if the Government determines at any time that the collective value of the following contributions has exceeded 25 percent of *total project costs*: (a) the value of the Non-Federal Sponsor's contributions under paragraph B.2. of this Article; (b) the value of the Non-Federal Sponsor's contributions under paragraph B.1. of this Article, as determined in accordance with Article IV of this Agreement that do not exceed 25 percent of *total project costs*; and (c) the value of the Non-Federal Sponsor's contributions under Article IX and Article XIII.A. of this Agreement.

4. The Government shall not include in *total project costs* any costs that were incurred by the Non-Federal Sponsor, its contractors, or others on behalf of the Non-Federal Sponsor for preparing or providing a design, or any portion thereof, to the Government in accordance with paragraph A.1. of this Article and the Non-Federal Sponsor shall not be entitled to any credit, refund, or reimbursement for such costs.

C. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Project* is limited by the following provisions of this paragraph.

1. As of the effective date of this Agreement, \$13,944,640 of Federal funds have been provided by Congress for the Section 219 Assistance Project of which \$1,000,000 is currently projected to be available for the *Project*. The Government makes no commitment to request Congress to provide additional Federal funds for the Section 219 Assistance Project or the *Project*. Further, the Government's financial participation in the *Project* is limited to the Federal funds that the Government makes available to the *Project*.

2. In the event the Government projects that the amount of Federal funds the Government will make available to the *Project* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Project* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article II.J. of this Agreement that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing within 30 calendar days of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XII.B. of this Agreement.

3. If the Government determines that the total amount of Federal funds provided by Congress for the Section 219 Assistance Project has reached the *Section 219 Project Limit*, and the Government projects that the Federal funds the Government will make available to the *Project* within the *Section 219 Project Limit* will not be sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article II.J. of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project* within the *Section 219 Project Limit*, the parties shall terminate this Agreement and proceed in accordance with Article XII.E. of this Agreement.

D. When the District Engineer determines that the entire *Project*, or a portion thereof, is complete, within 30 calendar days of such determination, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish the Non-Federal Sponsor with a final Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") or, if the final OMRR&R Manual is not available, an interim OMRR&R Manual for the entire *Project* or such completed portion. Upon such notification, the Government also shall furnish to the Non-Federal Sponsor a copy of all final as-built drawings for the entire *Project* or such completed portion if such drawings are available. Not later than 6 months after such notification by the Government that the entire *Project* is complete, the Government shall furnish the Non-Federal Sponsor with the final OMRR&R Manual and all final as-built drawings for the entire *Project*. In the event the final OMRR&R Manual or all final as-built drawings for the entire *Project* cannot be completed within the 6 month period, the Government shall provide written notice to the Non-Federal Sponsor, and the Government and the Non-Federal Sponsor shall negotiate an acceptable

completion date for furnishing such documents. Further, after completion of all contracts for the *Project*, copies of all of the Government's Written Notices of Acceptance of Completed Work for all contracts for the *Project* that have not been provided previously shall be provided to the Non-Federal Sponsor.

E. Upon notification from the District Engineer in accordance with paragraph D. of this Article, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or the completed portion thereof as the case may be, in accordance with Article VII of this Agreement.

F. Upon conclusion of the *period of design and construction*, the Government shall conduct an accounting, in accordance with Article V.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

G. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Project* under this Agreement unless the Federal agency providing the Federal portion of such funds verifies in writing that such funds are authorized to carry out the *Project*.

H. The Non-Federal Sponsor may request the Government to perform or provide, on behalf of the Non-Federal Sponsor, one or more of the services (hereinafter the "additional work") described in this paragraph. Such requests shall be in writing and shall describe the additional work requested to be performed or provided. If in its sole discretion the Government elects to perform or provide the requested additional work or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the additional work performed or provided by the Government under this paragraph and shall pay all such costs in accordance with Article V.D. of this Agreement.

1. Acquisition of lands, easements, and rights-of-way or performance of *relocations* for the *Project*. Notwithstanding acquisition of lands, easements, and rights-of-way or performance of *relocations* by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIII.C. of this Agreement.

2. Inclusion of *betterments* in the design or construction of the *Project*. In the event the Government elects to include any such *betterments*, the Government shall allocate the costs of the *Project* features that include *betterments* between *total project costs* and the costs of the *betterments*.

I. In addition to the ongoing, regular discussions of the parties in the delivery of the *Project*, the Government and the Non-Federal Sponsor may establish a

Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in the design and construction costs that are cost shared but shall be included in calculating the Federal Participation Limit. The Non-Federal Sponsor's costs for participation on the Project Coordination Team shall not be included in the design and construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

J. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

ARTICLE III - LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsor must provide, in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government incurring any *financial obligations for design and construction* of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall acquire all lands,

easements, and rights-of-way the Government determines the Non-Federal Sponsor must provide for that work and shall provide the Government with authorization for entry thereto. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, as set forth in such descriptions, and shall provide the Government with authorization for entry thereto. The Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the *Project* and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the *Project*.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the *relocations* necessary for construction, operation, and maintenance of the *Project*, including those necessary to enable the borrowing of material or the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such *relocations* in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with such *relocations*. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government incurring any *financial obligations for design and construction* of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all *relocations* the Government determines to be necessary for that work. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall perform or ensure performance of all *relocations* as set forth in such descriptions.

C. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, or the disposal of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - CREDIT FOR VALUE OF LANDS, EASEMENTS, RIGHTS-OF-WAY, AND RELOCATIONS

A. The Government shall include in *total project costs* and afford credit toward the Non-Federal Sponsor's share of *total project costs* for the value of the lands, easements, and rights-of-way that the Non-Federal Sponsor must provide pursuant to Article III.A. of this Agreement and for the value of the *relocations* that

the Non-Federal Sponsor must perform or for which it must ensure performance pursuant to Article III.B. of this Agreement. However, no amount shall be included in *total project costs* and no credit shall be afforded for the value of any lands, easements, rights-of-way, or *relocations* that have been provided previously as an item of cooperation for another Federal project. In addition, no amount shall be included in *total project costs* and no credit shall be afforded for the value of lands, easements, rights-of-way, or *relocations* that were acquired or performed using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that affording credit for the value of such items is expressly authorized by Federal law. Finally, no amount shall be included in *total project costs*, no credit shall be afforded pursuant to this Article, and no reimbursement shall be provided to the Non-Federal Sponsor, for any value in excess of 25 percent of *total project costs*.

B. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest of pays compensation to the owner, whichever occurs later, the Non-Federal Sponsor shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to Article III.A. or Article III.B. of this Agreement. Upon receipt of such documents, the Government in a timely manner shall determine the value of such contributions and include in *total project costs* the amount of such value that does not exceed 25 percent of *total project costs*.

C. For the purposes of determining the value to be included in *total project costs* and the amount of credit to be afforded in accordance with this Article and except as otherwise provided in paragraph E. of this Article, the value of lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph C.3. or paragraph C.5. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with the provisions of this paragraph.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The Non-Federal Sponsor shall provide the Government with the appraisal no later than 6 months after the Non-Federal Sponsor provides the Government with an authorization for entry for such real property interest. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, the Non-Federal Sponsor chooses not to obtain a second appraisal, or the Non-Federal Sponsor does not provide the first appraisal as required in this paragraph, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph C.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph C.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph C.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor, prior to instituting such proceedings, shall submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 calendar days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60 day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60 day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with paragraph C.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Government determined such interests are required for construction, operation, and maintenance of the *Project*, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. In the event the Government modifies its determination made pursuant to Article III.A. of this Agreement, the Government shall afford credit for the documented incidental costs associated with preparing to acquire the lands, easements, or rights-of-way identified in the original determination, subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C. of this Agreement, and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest in accordance with Article III of this

Agreement. The value of the interests provided by the Non-Federal Sponsor in accordance with Article III.A. of this Agreement shall also include the documented costs of obtaining appraisals pursuant to paragraph C.2. of this Article, as determined by the Government, and subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

5. Waiver of Appraisal. Except as required by paragraph C.3. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if it determines that an appraisal is unnecessary because the valuation is uncomplicated and that the estimated fair market value of the real property interest is \$10,000 or less based upon a review of available data. In such event, the Government and the Non-Federal Sponsor must agree in writing to the value of such real property interest in an amount not in excess of \$10,000.

D. After consultation with the Non-Federal Sponsor, the Government shall determine the value of *relocations* in accordance with the provisions of this paragraph.

1. For a *relocation* other than a *highway*, the value shall be only that portion of *relocation* costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a *relocation* of a *highway*, the value shall be only that portion of *relocation* costs that would be necessary to accomplish the *relocation* in accordance with the design standard that the State of Illinois would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. *Relocation* costs shall include, but not necessarily be limited to, actual costs of performing the *relocation*; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the *relocation*, as determined by the Government. *Relocation* costs shall not include any costs due to *betterments*, as determined by the Government, nor any additional cost of using new material when suitable used material is available. *Relocation* costs shall be subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

4. Any credit afforded under the terms of this Agreement for the value of *relocations* performed within the *Project* boundaries is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the

Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

E. Where the Government, on behalf of the Non-Federal Sponsor pursuant to Article II.H.1. of this Agreement, acquires lands, easements, or rights-of-way, or performs *relocations*, the value to be included in *total project costs* and the amount of credit to be afforded in accordance with this Agreement shall be the costs of such work performed or provided by the Government that are paid by the Non-Federal Sponsor in accordance with Article V.D. of this Agreement. In addition, the value to be included in *total project costs* and the amount of such credit to be afforded in accordance with this Agreement shall include the documented costs incurred by the Non-Federal Sponsor in accordance with the terms and conditions agreed upon in writing pursuant to Article II.H.1. of this Agreement subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

ARTICLE V - METHOD OF PAYMENT

A. In accordance with the provisions of this paragraph, the Government shall maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, contributions provided by the parties, and the value included in *total project costs* for lands, easements, rights-of-way, and *relocations* determined in accordance with Article IV of this Agreement.

1. As of the effective date of this Agreement, *total project costs* are projected to be \$1,325,000; the Non-Federal Sponsor's contribution of funds required by Article II.B.2. of this Agreement is projected to be \$325,000; the *non-Federal proportionate share* is projected to be 25 percent; the value included in *total project costs* for lands, easements, rights-of-way, and *relocations* determined in accordance with Article IV of this Agreement is projected to be \$0; and the Government's total financial obligations for the additional work to be incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.H. of this Agreement are projected to be \$0. These amounts and percentage are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By _____ and by each monthly anniversary thereof until the conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total project costs*;

the Non-Federal Sponsor's total contribution of funds required by Article II.B.2. of this Agreement; the *non-Federal proportionate share*; the value included in *total project costs* for lands, easements, rights-of-way, and *relocations* determined in accordance with Article IV of this Agreement; and the Government's total financial obligations for additional work incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.H. of this Agreement.

B. The Non-Federal Sponsor shall provide the contributions of funds required by Article II.B.2. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 30 calendar days prior to the scheduled date for: (a) issuance of the solicitation for the first contract for review of the design, or portion thereof, provided by the Non-Federal Sponsor; (b) commencement of review of the design, or portion thereof, provided by the Non-Federal Sponsor using the Government's own forces; (c) issuance of the solicitation for the first contract for design of the *Project*, or (d) commencement of design of the *Project* using the Government's own forces, whichever is scheduled to first occur, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor to meet its projected share under Article II.B.2. of this Agreement. Not later than such scheduled date, the Non-Federal Sponsor shall provide the Government with the full amount of such required funds by delivering a check payable to "FAO, USAED, Chicago (H6)" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by presenting the Government with an irrevocable letter of credit acceptable to the Government for such required funds, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover: (a) the *non-Federal proportionate share of financial obligations for design and construction* incurred prior to the commencement of the *period of design and construction*; and (b) the *non-Federal proportionate share of financial obligations for design and construction as financial obligations for design and construction* are incurred. If at any time the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's share of such financial obligations, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

C. Upon conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total project costs* and the costs of any data recovery activities associated with historic preservation. In addition, for each set of costs, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Non-Federal Sponsor's total required shares of *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-Federal Sponsor's total contributions provided thereto, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, Chicago (H6)" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Non-Federal Sponsor for *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-Federal Sponsor's total required shares thereof, the Government, subject to the availability of funds and as limited by the *Section 219 Project Limit*, shall refund or reimburse the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund or reimbursement and funds are not available to refund or reimburse the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund or reimbursement.

D. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.H. of this Agreement for additional work in accordance with the provisions of this paragraph.

1. Not less than 60 calendar days prior to the scheduled date for the first financial obligation for additional work, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and of the full amount of

funds the Government determines to be required from the Non-Federal Sponsor to cover the costs of the additional work. No later than 30 calendar days prior to the Government incurring any financial obligation for additional work, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to cover the costs of such additional work through any of the payment mechanisms specified in paragraph B.1. of this Article.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such additional work as they are incurred. If at any time the Government determines that the Non-Federal Sponsor must provide additional funds to pay for such additional work, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. At the time the Government conducts the interim or final accounting, as applicable, the Government shall conduct an accounting of the Government's financial obligations for additional work incurred and furnish the Non-Federal Sponsor with written notice of the results of such accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting of additional work from being conducted in a timely manner, the Government shall conduct an interim accounting of additional work and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting of additional work to complete the final accounting of additional work and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. Such interim or final accounting, as applicable, shall determine the Government's total financial obligations for additional work and the Non-Federal Sponsor's contribution of funds provided thereto as of the date of such accounting.

a. Should the interim or final accounting, as applicable, show that the total obligations for additional work exceed the total contribution of funds provided by the Non-Federal Sponsor for such additional work, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, Chicago (H6)" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

b. Should the interim or final accounting, as applicable, show that the total contribution of funds provided by the Non-Federal Sponsor for

additional work exceeds the total obligations for such additional work, the Government, subject to the availability of funds, shall refund the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund and funds are not available to refund the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VII - OPERATION, MAINTENANCE, REPAIR, REHABILITATION, AND REPLACEMENT (OMRR&R)

A. Upon receipt of the notification from the District Engineer in accordance with Article II.D. of this Agreement and for so long as the *Project* remains authorized, the Non-Federal Sponsor, pursuant to Article II.E. of this Agreement, shall operate, maintain, repair, rehabilitate, and replace the entire *Project* or a completed portion thereof as the case may be, at no cost to the Government. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the *Project's* authorized purposes and in accordance with specific directions prescribed by the Government in the interim or final OMRR&R Manual. The Government and the Non-Federal Sponsor shall consult on any subsequent updates or amendments to the OMRR&R Manual.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for access to the *Project* for the purpose of inspection, if the Government determines an inspection to be necessary. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor.

ARTICLE VIII – HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the *Project* and any *betterments*, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in total project costs, but shall be included in calculating the Federal Participation Limit.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE X - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety

Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

ARTICLE XI - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE XII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the *Project* is in the interest of the United States.

B. In the event future performance under this Agreement is suspended pursuant to Article II.C.2. of this Agreement, such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article II.J. of this Agreement the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that the Government and the Non-Federal Sponsor determine to suspend future performance under this Agreement in accordance with Article XIII.C. of this Agreement, such suspension shall remain in effect until the Government and the Non-Federal Sponsor agree to proceed or to terminate this Agreement. In the event that the Government suspends future performance under this Agreement in accordance with Article XIII.C. of this Agreement due to failure to reach agreement with the Non-Federal Sponsor on whether to proceed or to terminate this Agreement, or the failure of the Non-Federal Sponsor to provide funds to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under Article XIII.C. of this

Agreement, such suspension shall remain in effect until: 1) the Government and Non-Federal Sponsor reach agreement on how to proceed or to terminate this Agreement; 2) the Non-Federal Sponsor provides funds necessary to pay for cleanup and response costs and otherwise discharges its responsibilities under Article XIII.C. of this Agreement; 3) the Government continues work on the *Project*; or 4) the Government terminates this Agreement in accordance with the provisions of Article XIII.C. of this Agreement.

D. If after completion of the design portion of the *Project* the parties mutually agree in writing not to proceed with construction of the *Project*, the parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article V.C. of this Agreement.

E. In the event that this Agreement is terminated pursuant to this Article or Article II.C. or Article XIII.C. of this Agreement, both parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article V.C. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Project* and an equal percentage of the total funds contributed by the Non-Federal Sponsor in accordance with Article II.B.2. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

F. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article II.C. or Article XIII.C. of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE XIII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or ensure performance of, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*. However, for lands, easements, and rights-of-way that the Government determines to be subject

to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

1. All actual costs incurred by the Non-Federal Sponsor for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

2. All actual costs incurred by the Government for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*, within 15 days of such discovery, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction of the *Project*, or, if already in construction, whether to continue with construction of the *Project*, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction of the *Project* after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of *total project costs*. In the event the Non-Federal Sponsor does not reach agreement with the Government on whether to proceed or to terminate this Agreement under this paragraph, or fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government, in its sole discretion, may either terminate this Agreement for the convenience of the

Government, suspend future performance under this Agreement, or continue work on the *Project*.

D. In any event of discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the *Project* for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the *Project* in a manner that will not cause liability to arise under CERCLA.

ARTICLE XIV - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:
President, Board of Trustees
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

If to the Government:
District Commander
U.S. Army Corps of Engineers, Chicago District
231 S. LaSalle Street, Suite 1500
Chicago, Illinois 60604

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XV - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVI - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

VILLAGE OF PARK FOREST, ILLINOIS

BY: _____
Aaron W. Reisinger
Colonel, U.S. Army
District Commander

BY: _____
Jonathan Vanderbilt
President, Board of Trustees

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, Leslie Kennedy, do hereby certify that I am the principal legal officer of the Village of Park Forest, Illinois, that the Village of Park Forest, Illinois, is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Village of Park Forest, Illinois, in connection with the Section 219 Village of Park Forest Water Main Replacement Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the Village of Park Forest, Illinois, have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20__.

Leslie Kennedy
Village Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Jonathan Vanderbilt
President, Board of Trustees
Village of Park Forest, Illinois

DATE: _____

Section 219 Project Cost Breakdown Federal and Non-Federal Cost. Park Forest Watwermain Replcement Project	Cost
Letter Report and PCA Negotiations (USACE)	\$15,000.00
NEPA (USACE)	\$5,000.00
Project Management (USACE)	\$5,000.00
Subtotal*	\$25,000.00
Developing P&S (Local Sponsor)	\$0.00
Project Management/Plans & Specs Review (USACE)	\$40,000.00
Developing Cost Estimate (USACE)	\$20,000.00
Subtotal	\$60,000.00
Total None Construction Activities	\$85,000.00
Construction Contract	\$1,060,000.00
Engineering Management	\$120,000.00
Engineering and Design During Construction	\$40,000.00
Contract Award Admin	\$20,000.00
Total Construction	\$1,240,000.00
Total Project cost	\$1,325,000.00
Total Federal Cost (75%)	\$975,000.00
Total Federal Cost (100%)	\$25,000.00
Total Non-Federal Cost (25%)	\$325,000.00

* This amount is not Cost Share (100% Fed)

AGENDA BRIEFING

DATE: June 9, 2020

TO: Mayor Jon Vanderbilt
Board of Trustees

FROM: Robert Gunther
Director of Recreation & Parks

RE: Urban Forestry Maintenance Contract

BACKGROUND/DISCUSSION:

In 2018 the Village solicited bids for its annual Tree Service Contract. The length of the contract was for one year with allowance to extend the contract if agreeable to both parties.

This contract will be in effect through June 30, 2019 and may be renewed for up to two years with the agreement of both the Village of Park Forest and the Contractor.

The current contractor, Winkler's Tree Service, Inc has agreed to extend its contract, holding the current pricing for another year. A letter from Vince Winkler, company president to that effect is attached as well as a copy of the 2018 Agenda Briefing which includes the pricing.

Staff has been happy with the work of Winkler's Tree Service and recommends that the Village of Park Forest extend its Tree Maintenance Contract with Winkler's Tree Service, Inc. to June 30, 2021.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular Meeting of June 22, 2020 for discussion and consideration.

June 8, 2020

Village of Park Forest
Attn: Todd Cann
350 Victory Dr
Park Forest IL 60466

Dear Todd,

Winkler's Tree Service will hold prices the same for 2021 on an extension of services.

Feel free to call if you have any questions.

Sincerely,


Vince Winkler

AGENDA BRIEFING

DATE: August 6, 2018

TO: Mayor John Ostenburg
Board of Trustees

FROM: Robert Gunther
Director of Recreation & Parks

RE: Urban Forestry Contract

BACKGROUND/DISCUSSION:

As has been the case for the past several years, the budget includes \$80,000 for Urban Forestry Operations. This has allowed staff to maintain the goal of pruning all public trees in town on a seven to ten-year cycle. Since this goal was established late in the 1990's, all public trees in the Village have been pruned at least three times. This, in spite of the EAB infestation that consumed most of the Urban Forestry resources for about seven years.

Bids for urban forestry services were solicited through the Tribune, by direct mail to two tree service companies who have asked to be on the Bid List and posted on the Village's web site. Responses were received from two companies. Common practice for pricing tree maintenance and removals is by tree diameter at breast height (DBH). Measured in inches, this is nominally 4 ½ feet off the ground. Trees are then separated into four size ranges for pricing purposes; up to 12" DBH, 13" – 24" DBH, 25" – 36" DBH and 37" DBH and above. The bids are enumerated below according to these size groupings. In order to make comparison simpler, bids for the four categories are averaged and listed under each bidder's column.

The low bidder for both removals and pruning is Winkler's Tree & Landscape Service Inc. in LaGrange. For an average size tree in Park Forest, (20" DBH) it will cost \$525.16 to remove this tree or \$60.00 to prune it. Pricing for removals will be somewhat higher than the Village has been paying but the cost for pruning is in line with what the Village has been. Winkler's Tree & Landscape has several Certified Arborists on staff and has serviced this contract in the past.

	Winklers Tree & Landscaping		GroundsKeeper Landscape Care	
Removals				
12" and smaller	\$	18.00	\$	26.50
13" - 24"	\$	25.88	\$	30.75
25" - 36"	\$	25.91	\$	38.50
37" and larger	\$	38.77	\$	44.60
Per inch average - removals	\$	27.14	\$	35.09
Pruning				
12" and smaller	\$	3.00	\$	6.50
13" - 24"	\$	3.00	\$	7.50
25" - 36"	\$	3.50	\$	7.75
37" and larger	\$	4.50	\$	8.50
Per inch average - pruning	\$	3.50	\$	7.56

To keep the Board abreast of urban forestry operations; since 2011 staff has planted at least 275 trees throughout the Village, most of these financed in part through various grants. Additionally, 2,500 trees have been pruned and 218 removed. This data does not include ash trees lost to EAB infestation. Currently, the NCCC team has been assisting in gathering data to update the tree inventory. This information will be used for planning future maintenance and replacement operations. Additionally, over the past three years' staff has observed that many of the maple trees in the Village are showing signs of environmental stress. This includes dieback in the crown and overall symptoms of poor health such as a thinning leaf canopy and poor color. Consensus from research and area arborists would suggest that the past several years of alternating drought and excess rainfall has reduced the overall vigor of maples leading to this decline. Staff anticipates removing about 50 diseased, or hazardous trees this season.

One further note concerning the overall health of the urban forest in Park Forest. The majority of trees within the Village were planted in the 1960's and 1970's and in roughly the same state of maturity or decline, as the case may be. Staff anticipates the rate of removals may increase over the next few decades as various urban and environmental stresses begin to accumulate. As was done during the EAB crisis, staff is planning now to manage these removals through information gathered for the tree inventory. The health and condition of each tree is being evaluated and this information will be used to map a strategy of maintenance, removals and replacement.

Regarding the Tree Service Contract, staff recommends that a contract be awarded to Winkler Tree and Landscape, Inc. from LaGrange for pruning and removals of selected trees through the Village. As in the past this contracts may be renewed for two additional years pending agreement of both parties.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules Meeting of August 13, 2018 for your consideration.

Submissions: All bids shall be submitted in a sealed envelope marked Park Forest Tree Bids and are Due 12:00 noon, Wednesday, July 25 at the Department of Recreation and Parks, Park Forest Village Hall, 350 Victory Dr.

Company Name: _____ info@winklerstreeservice.com **Winkler's Tree and Landscaping**
 www.winklerstreeservice.com **P.O. Box 1154**
 Address: _____ (708)544-1219 **La Grange Pk. IL 60116**
 City, State: _____ **(708)544-1219**
 Phone No: _____ FAX No: 544-0405 info@winklerstreeservice.com
 Signed: [Signature] Date 7-10-18

Agrees to perform the work as specified in the 2018/2019 Tree Service Contract: *This contract will be in effect through June 30, 2016 and may be renewed for up to two years with the agreement of both the Village of Park Forest and the Contractor.*

Bid for tree removals; including stump grinding, back-fill & re-seeding:

Up to and including 12" (DBH)	\$ <u>18.00</u> per inch
13" up to and including 24" (DBH)	\$ <u>25.88</u> per inch
25" up to and including 36" (DBH)	\$ <u>25.91</u> per inch
37" and over (DBH)	\$ <u>38.77</u> per inch

Bid for tree trimming:

Up to and including 12" (DBH)	\$ <u>3.00</u> per inch
13" up to and including 24" (DBH)	\$ <u>3.00</u> per inch
25" up to and including 36" (DBH)	\$ <u>3.50</u> per inch
37" and over (DBH)	\$ <u>4.50</u> per inch

Bids for solitary stump removals: including stump grinding, back-fill & reseedling

Up to and including 12"	\$ <u>7.00</u> per inch
13" up to and including 24"	\$ <u>7.00</u> per inch
25" up to and including 36"	\$ <u>7.00</u> per inch
37" and over	\$ <u>7.00</u> per inch

Bid for emergency call out:

1 Emergency crew per man/hour	\$ <u>115.00</u> per man/hour
Debris removal	\$ <u>10.00</u> per cu yard
1 Snorkel truck	\$ <u>5.00</u> per hour
1 Chipper	\$ <u>5.00</u> per hour
1 Clam truck	\$ <u>5.00</u> per hour

Bid for bolting and cabling:

Time and material per operation	\$ <u>390.00</u> per operation
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Submissions: All bids shall be submitted in a sealed envelope marked Park Forest Tree Bids and are Due 12:00 noon, Wednesday, July 25 at the Department of Recreation and Parks, Park Forest Village Hall, 350 Victory Dr.

Company Name: Groundskeeper Landscape Care, LLC
 Address: 10640 Bonnieston Pl
 City, State: Orland Park, IL 60462
 Phone No: 708 301 7441 FAX No: 708 364 0476
 Signed: [Signature] Date 7/24/18

Agrees to perform the work as specified in the 2018/2019 Tree Service Contract: *This contract will be in effect through June 30, 2016 and may be renewed for up to two years with the agreement of both the Village of Park Forest and the Contractor.*

Bid for tree removals; including stump grinding, back-fill & re-seeding:

Up to and including 12" (DBH)	\$ <u>26.50</u> per inch
13" up to and including 24" (DBH)	\$ <u>30.75</u> per inch
25" up to and including 36" (DBH)	\$ <u>38.50</u> per inch
37" and over (DBH)	\$ <u>44.60</u> per inch

Bid for tree trimming:

Up to and including 12" (DBH)	\$ <u>6.50</u> per inch
13" up to and including 24" (DBH)	\$ <u>7.50</u> per inch
25" up to and including 36" (DBH)	\$ <u>7.75</u> per inch
37" and over (DBH)	\$ <u>8.50</u> per inch

Bids for solitary stump removals: including stump grinding, back-fill & reseeded

Up to and including 12"	\$ <u>7.50</u> per inch
13" up to and including 24"	\$ <u>8.10</u> per inch
25" up to and including 36"	\$ <u>8.10</u> per inch
37" and over	\$ <u>8.50</u> per inch

Bid for emergency call out:

1 Emergency crew per man/hour	\$ <u>60</u> per man/hour
Debris removal	\$ <u>30</u> per cu yard
1 Snorkel truck	\$ <u>70</u> per hour
1 Chipper	\$ <u>40</u> per hour
1 Clam truck	\$ <u>100</u> per hour

Bid for bolting and cabling:
 Time and material per operation \$ 850 per operation

AGENDA BRIEFING

DATE: June 15, 2020
TO: Mayor Jon Vanderbilt
Board of Trustees
FROM: Christopher B. Mannino, Chief of Police
RE: Purchase of 11 Mobile Data Terminals

BACKGROUND/DISCUSSION:

The Police Department utilizes in-car computers to carry out patrol operations. From Computer Aided Dispatch (CAD), to communicating with other law enforcement personnel, to accessing law enforcement data bases in the process of enforcing state laws and Village ordinances, the use of in-car computers is indispensable to modern policing. The current model of Mobile Data Terminals (MDT) being used is outdated and experiences increased functionality issues, impacting police operations and indicating that they have reached their useful life for law enforcement purposes.

The Police Department was approved funding of \$38,000 in the 2019/2020 Capital Plan, with the funds coming from Vehicle Services. Each of the computers purchased will also need a new docking station for installation in a police vehicle. The Police Department has identified the Panasonic TOUGHBOOK 55 as the computer most meeting operational needs while remaining cost effective.

With assistance from the Village of Park Forest IT Director, the Police Department obtained three quotes for new computers and docking stations. The per unit pricing listed below includes one computer and one docking station.

CDW	\$4,062.80 per unit
Insight	\$3,827.98 per unit
Rugged Notebooks	\$3,268.00 per unit

RECOMMENDATION: Authorize the purchase of 11 Panasonic TOUGHBOOK 55 computers and dockings stations from Rugged Notebooks for a total purchase price of \$35,948.00. We anticipate that 5 additional computers and docking stations will need to be purchased at a later date.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules/Regular meeting of June 22nd for Board discussion and consideration for approval.

AGENDA BRIEFING

DATE: June 16, 2020

TO: Mayor Vanderbilt
Board of Trustees

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning

RE: Consideration of an Ordinance Approving a Zoning Text Amendment to increase the number of hens permitted to be kept in a Chicken Coop (Article III-4.C.3. of the Unified Development Ordinance)

BACKGROUND/DISCUSSION:

A request has been submitted by Julie and Katharine Baker, of 512 Lakewood Boulevard, to amend Article III-4.C.3. of the Unified Development Ordinance (UDO) to increase the number of hens permitted on a lot from four (4) to ten (10) hens, once the permit holder has successfully completed one year of owning hens. The Applicants' full request, and the Staff report to the Planning and Zoning Commission regarding this request are attached.

As required by the UDO, notice of this public hearing was published in the *Daily Southtown* on May 24, 2020. No other notice is required for text amendments. No comments from the public were received. Note that this meeting was regularly scheduled for Tuesday, June 9. However, after convening the meeting on June 9, the PZC immediately tabled the agenda until June 11 due to severe weather conditions.

A Zoning Text Amendment may be approved by the Board only after the Planning and Zoning Commission (PZC) and the Village Board have evaluated the application and made specific written findings based on the Standards for Zoning Amendments established by Article VIII-3.E.3. of the UDO. After taking public comment and discussing this request, the PZC voted 5-1-1 (one nay and one abstention) to recommend approval of a Text Amendment that permits eight hens (roosters are never permitted), rather than the requested ten hens. The PZC also recommended the following additional use standards to be included in Article III-4.C.3. (Use Standards for Accessory Structures/Chicken Coops). The full set of use standards for chicken coops are laid out in the attached Ordinance.

- **Size.** The chicken coop and run, combined, must total a minimum of four square feet per hen, with a minimum of one square foot per hen allocated to the coop, and a minimum of three square feet per hen allocated to the run.
- **Number – First Year.** No more than four hens are permitted per zoning lot during the first application year (12 calendar months). Roosters are not permitted. There is no limit on the number of chicks, age six months or younger, that may be kept.
- **Number – Subsequent Years.** After one year (12 calendar months) of owning four hens, an applicant may submit an application to increase the number of hens to no more than eight hens. The Zoning Administrator shall approve this application if no substantiated

complaints have been received by the Village regarding the applicant's hens in the previous 12-month period.

- Perimeter fence. The rear yard of any property where hens are kept must be fenced with a minimum four-foot high fence.

The PZC's full recommendation, including their findings regarding the required Standards for Zoning Amendments, is noted in the attached memo. The full Staff report is also attached.

The attached Ordinance has been reviewed and approved by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the Rules Agenda of June 22, 2020, for discussion, and on the Regular Agenda of June 22, 2020, for First Reading.

ORDINANCE NO. _____

AN ORDINANCE APPROVING A ZONING TEXT AMENDMENT
TO ARTICLE III-4.C.3 OF THE UNIFIED DEVELOPMENT ORDINANCE
TO AMEND THE USE STANDARDS FOR CHICKEN COOPS
IN THE VILLAGE OF PARK FOREST, ILLINOIS

WHEREAS, Article VIII-3.E. of the Village of Park Forest Unified Development Ordinance (“UDO”) establishes a process for Zoning Text and Map Amendments after consideration by the Planning and Zoning Commission and approval by the Board of Trustees; and

WHEREAS, Julie and Katharine Baker, of 512 Lakewood Boulevard, have submitted a request to amend Article III-4.C.3 of the UDO regarding the use standards for chicken coops; and

WHEREAS, on May 24, 2020, a notice of public hearing for the Application was published in *The Daily Southtown*, a newspaper of general circulation within the Village; and

WHEREAS, the Planning and Zoning Commission conducted the public hearing to consider the Application on June 11, 2020; and

WHEREAS, upon the conclusion of the public hearing, the Planning and Zoning Commission recommended approval of revisions to the use standards for chicken coops as established by Article III-4.C.3. of the UDO, as set forth below; and

WHEREAS, the Mayor and Board of Trustees have determined that approving the Zoning Text Amendment serves a public purpose and will be in the best interests of the Village of Park Forest.

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of the Village’s home rule powers, as follows:

Section 1. Recitals Incorporated. The recitals set forth above constitute a material part of this Ordinance as if set forth in their entirety in this Section 1.

Section 2. Adoption of Findings and Recommendation. The findings and recommendation of the Planning and Zoning Commission, together with all reports and exhibits submitted at the public hearing, are hereby incorporated by reference herein and are approved.

Section 3. Zoning Text Amendment Granted. Section III-4.C. Use Standards for Accessory Structures of Article III (Uses) of Chapter 118 (Unified Development Ordinance) of the Code of Ordinances of the Village of Park Forest is hereby amended by adding the following underlined text:

3. Chicken Coop. Chickens may be kept in chicken coops, chicken runs, and similar structures in accordance with the following standards.

- a. Permit. Prior to erecting a chicken coop, chicken run, or similar structure, an applicant must obtain a chicken coop permit from the Zoning Administrator and provide notice to all adjacent property owners. Such permits must be renewed annually.
- b. Height. The maximum height of a chicken coop shall be eight feet.
- c. Size. The chicken coop and run, combined, must total a minimum of four square feet per hen, with a minimum of one square foot per hen allocated to the coop, and a minimum of three square feet per hen allocated to the run.
- d. Location.
 - (1) Chicken coops, chicken runs, and similar structures are allowed in the rear yard of any single-family use in the R-1 or R-2 District.
 - (2) Chicken coops, chicken runs, and similar structures are allowed in the rear yard of any urban agriculture use in the C-3 or M Districts.
- e. Setback. Chicken coops shall be located a minimum of 10 feet from any lot line and a minimum of 10 feet from the principal structure on the lot.
- f. Number – First Year. No more than four hens are permitted per zoning lot during the first application year (12 calendar months). Roosters are not permitted. There is no limit on the number of chicks, age six months or younger, that may be kept.
- g. Number – Subsequent Years. After one year (12 calendar months) of owning four hens, an applicant may submit an application to increase the number of hens to no more than eight hens. The Zoning Administrator shall approve this application if no substantiated complaints have been received by the Village regarding the applicant’s hens in the previous 12-month period.
- h. Perimeter fence. The rear yard of any property where hens are kept must be fenced with a minimum four-foot high fence.
- i. Maintenance. Chicken coops, chicken runs, and similar structures shall be maintained in a manner that provides adequate lighting and ventilation, and protects chickens from cold weather, precipitation, rodents, predators, and trespassers. Chicken coops, chicken runs, and similar structures must be maintained in a sanitary condition and shall be cleaned of droppings, uneaten feed, feathers, and other waste so as not to become a nuisance.
- j. Sales. There shall be no retail sales of any products on-site.
- k. Slaughter. On-site slaughtering of chickens is prohibited.

Section 4. Severability. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

PASSED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois this _____ day of _____, 2020 pursuant to roll call vote, as follows:

	Yes	No	Absent	Present
Tiffani Graham				
Maya Hardy				
Glenna Hennessy				
Candyce Herron				
Theresa Settles				
Joseph Woods				
Jonathan Vanderbilt				
TOTAL:				

APPROVED:

ATTEST:

Jonathan Vanderbilt, Mayor

Sheila McGann, Village Clerk

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Vernita Wickliffe-Lewis, Chair
Park Forest Planning and Zoning Commission

DATE: June 16, 2020

RE: Recommendation – Request for a Request for a Text Amendment to increase the number of hens permitted to be kept in a Chicken Coop (Article III-4.C.3. of the UDO)

Recommendation

At the regular meeting of June 11, 2020, the Planning and Zoning Commission considered a request submitted by Julie and Katharine Baker, of 512 Lakewood Boulevard, to amend Article III-4.C.3. of the Unified Development Ordinance (Use Standards for Accessory Structures/Chicken Coops) to increase the number of hens permitted on a lot from four (4) to 10 hens, once the permit holder has successfully completed one year of owning hens. Full details of this request are included in the attached Staff report.

After taking public comment and discussing this request, the Planning and Zoning Commission voted 5-1-1 (one nay and one abstention) to recommend approval of the following Text Amendment to Article III-4-C.3 of the UDO (new language is underlined):

3. Chicken Coop. Chickens may be kept in chicken coops, chicken runs, and similar structures in accordance with the following standards.
 - a. Permit. Prior to erecting a chicken coop, chicken run, or similar structure, an applicant must obtain a chicken coop permit from the Zoning Administrator and provide notice to all adjacent property owners. Such permits must be renewed annually.
 - b. Height. The maximum height of a chicken coop shall be eight feet.
 - c. Size. The chicken coop and run, combined, must total a minimum of four square feet per hen, with a minimum of one square foot per hen allocated to the coop, and a minimum of three square feet per hen allocated to the run.
 - d. Location.
 1. Chicken coops, chicken runs, and similar structures are allowed in the rear yard of any single-family use in the R-1 or R-2 District.
 2. Chicken coops, chicken runs, and similar structures are allowed in the rear yard of any urban agriculture use in the C-3 or M Districts.
 - e. Setback. Chicken coops shall be located a minimum of 10 feet from any lot line and a minimum of 10 feet from the principal structure on the lot.
 - f. Number – First Year. No more than four hens are permitted per zoning lot during the first application year (12 calendar months). Roosters are not permitted. There is no limit on the number of chicks, age six months or younger, that may be kept.
 - g. Number – Subsequent Years. After one year (12 calendar months) of owning four hens, an applicant may submit an application to increase the number of hens to no more than

eight hens. The Zoning Administrator shall approve this application if no substantiated complaints have been received by the Village regarding the applicant's hens in the previous 12-month period.

- h. Perimeter fence. The rear yard of any property where hens are kept must be fenced with a minimum four-foot high fence.
- i. Maintenance. Chicken coops, chicken runs, and similar structures shall be maintained in a manner that provides adequate lighting and ventilation, and protects chickens from cold weather, precipitation, rodents, predators, and trespassers. Chicken coops, chicken runs, and similar structures must be maintained in a sanitary condition and shall be cleaned of droppings, uneaten feed, feathers, and other waste so as not to become a nuisance.
- j. Sales. There shall be no retail sales of any products on-site.
- k. Slaughter. On-site slaughtering of chickens is prohibited.

Standards for Zoning Text Amendments

A Text Amendment may be granted by the Board only after the Planning and Zoning Commission and the Village Board have evaluated the application and made specific written findings based on a balance of the Standards established by Article VIII-3.E.3. The required standards are noted below, with the Commission's specific findings as related to this request. Note that four of six of the applicable standards are met based on the Commission's recommendation.

- 1) The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public. *A majority of the Commission agreed that this standard is met because it will address food security for Park Forest residents.*
- 2) The proposed amendment is compatible with existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment. *A majority of the Commission agreed that this standard is met.*
- 3) The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner. *A majority of the Commission agreed that this standard is not met based on the request for 10 chickens. However, a lesser number of chickens would meet the standard because it would provide an appropriate level of food security for the typical Park Forest household.*
- 4) The proposed amendment makes it more feasible to develop property relative to the present zoning classification of the property. *The Commission agreed that this standard is not applicable to zoning text amendments.*
- 5) The proposed amendment addresses the community need for a specific use. *The Commission unanimously agreed that this standard is not met as chicken coops have not been identified as a community need.*
- 6) The proposed amendment corrects an error, adds clarification, or reflects a change in policy. *A majority of the Commission agreed that this standard is not met.*
- 7) The proposed amendment rectifies existing nonconformities and if so, the extent of such nonconformities. *The Commission agreed that this standard is not applicable to this zoning text amendment.*
- 8) The proposed amendment is consistent with the intent of the elements of the Comprehensive Plan, the Unified Development Ordinance, and other land use policies of the Village. *The Commission was evenly split on whether this standard is met based on the request for 10*

chickens. However, a lesser number of chickens would meet this standard because it addresses the vision for local food set out in the Sustainability Plan.

Best regards - Vernita Wickliffe-Lewis Chair

PLANNING AND ZONING COMMISSION MEMO

TO: Planning and Zoning Commission

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning

DATE: May 18, 2020

RE: NEW BUSINESS – Planning & Zoning Commission Meeting June 9, 2020
Public Hearing to consider a Request for a Text Amendment to increase the number of hens permitted to be kept in a Chicken Coop (Article III-4.C.3. of the UDO)

The Village has received a petition from Julie and Katharine Baker, of 512 Lakewood Boulevard, to amend Article III-4.C.3. of the Unified Development Ordinance (Use Standards for Accessory Structures/Chicken Coops) to increase the number of hens permitted on a lot from four (4) to 10 hens, once the permit holder has successfully completed one year of owning hens.

Public Hearing Requirements

As required by the UDO, notice of this public hearing was published in the *Daily Southtown Newspaper* on May 24, 2020. No other notice is required for text amendments. As of the date of this memo, no comments have been received from the public. Any comments received prior to the Public Hearing will be reported on at the Planning and Zoning Commission meeting.

This request is being considered by the Planning and Zoning Commission (PZC) pursuant to Article VIII-3.E. of the Unified Development Ordinance (Zoning Text and Map Amendments), which provides that the PZC shall hold public hearings on all requests for text amendments and shall make its recommendations to the Board of Trustees. A text amendment may be granted by the Board only after the PZC and the Village Board have evaluated the application and made specific written findings based on the Standards for Zoning Amendments established by Article VIII-3.E.3. The required standards for zoning amendments are noted below, and a worksheet has been attached to assist the PZC in drafting its findings related to the requested amendments. Note that these standards are written to apply to both text and map amendments, and the standard for a recommendation for approval is “based on a balance of the standards”. This is a lower standard than that established for a recommendation for approval of a variation, which is “based on each of the standards”.

- a. The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- b. The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.
- c. The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

- d. The proposed amendment makes it more feasible to develop property relative to the present zoning classification of the property.
- e. The proposed amendment addresses the community need for a specific use.
- f. The proposed amendment corrects an error, adds clarification, or reflects a change in policy.
- g. The proposed amendment rectifies existing nonconformities and, if so, the extent of such nonconformities.
- h. The proposed variation is consistent with the intent of the elements of the Comprehensive Plan, this Unified Development Ordinance, and the other land use policies of the Village.

Chicken Coop Accessory Use Standards

Chicken coops are a permitted use in the C-3 (Corridor Commercial), M (Manufacturing), R-1 (Single Family Residence), R-2 (Single Family Estate Residence), and R-4 (Urban Residential) zoning districts, subject to the use standards established by Article III-4.C.3 (Use Standards for Accessory Structures/Chicken Coop). In the C-3 and M zoning districts, the keeping of chickens is restricted to an urban agriculture use.

The use standards for chicken coops require a permit prior to erecting a chicken coop; require that the permit be renewed annually; establish height, location, and setback restrictions for a chicken coop; and outline maintenance standards for the coop. This Article of the UDO also states the following:

Number. No more than four hens are permitted per zoning lot. Roosters are not permitted. There is no limit on the number of chicks, age six months or younger, that may be kept.

Prior to approval of an application for a chicken coop, the applicant is required to provide notice to all adjacent property owners. This does not give the adjacent property owners the right to deny the application. A summary of Park Forest's use standards is included in Exhibit B, Comparison of Municipal Standards for Backyard Chickens.

Petitioner's Request

The petitioner's request is included in full in Exhibit A. The request addresses 1) the experience of the applicant for a chicken coop, 2) the amount of eggs typically produced by a chicken, 3) the life span of a chicken, 4) the space requirements for a chicken, and 5) the personal needs and preferences of the applicant for a chicken coop. While these are all important considerations for the individual choosing to raise chickens on their property, the Unified Development Ordinance (UDO) should reflect the community's goals, and establish standards that protect the neighborhood and adjacent property owners (see the Standards for Zoning Amendments above). The analysis that follows attempts to address the required Standards.

Local food was a priority in the *Sustainability Plan* because of the health, quality of life, economic, and environmental benefits. As a result, provisions for community gardens, backyard chickens, and apiaries for honeybees were incorporated into the UDO to make it easier for residents to produce their own food. Including chicken coops and apiaries as permitted accessory uses in the UDO implemented the following strategy in the Local Food chapter of the *Growing Green: Park Forest Sustainability Plan* - Explore the creation of standards for raising honeybees and fowl on

residential lots. However, with respect to backyard chickens in particular, the *Sustainability Plan* notes that “the public engagement process for this Plan yielded some resident concerns over safety issues or nuisances that could be created by such practices. These concerns can be addressed through the crafting of careful guidelines.” Therefore, any amendments to the guidelines already established in the UDO need to be equally carefully crafted.

Exhibit B is an inventory of guidelines established by other communities in the Chicago metropolitan area and in Illinois, with a primary focus on suburban communities. Communities with a more rural environment or large lot requirements were not included. For example, the Village of Itasca has no limit on the number of chickens, but requires chicken coops to be setback a minimum of 150 feet from a neighbor’s residence or a public street. Other communities that have similar standards that are not applicable to conditions in the Village of Park Forest were not included in the inventory.

The maximum number of hens (none of the communities surveyed permit roosters) ranges from three (Brookfield) to eight (Batavia, Naperville, Plainfield). Most ordinances do not explicitly establish a minimum lot size for chicken coops, but a minimum lot size can be derived based on the zoning districts in which these accessory uses are permitted. Park Forest has the smallest allowance for lot size, based on the minimum lot size in the R-4, Urban Residential zoning district. The only R-4 zoning district currently in the Village is the Legacy Square development. Otherwise, the minimum lot size is 7,200 square feet, based on the R-1 Single Family Residence zoning district.

Many Village’s that permit backyard hens also establish a minimum coop and/or outdoor run area per hen, or they establish a minimum size for the coop and/or outdoor run area so the minimum square footage per hen can be derived based on the maximum number of hens permitted. These requirements are included in Exhibit B. The authors of the first article linked in the table below (www.dummies.com) note “skimping on space requirements for a flock of chickens can cause stress, cannibalism, pecking, and sometimes even death. Cramped living space in a flock invites stress and potential for disease. The best thing you can do to keep a happy and healthy flock is to give it adequate space.....Please note that space requirements can vary depending on your flock age and breeds, climate, season, and management of free-range garden time.”

While not explicitly stated in the Village’s standards, Park Forest allows hens to be free range in a fenced back yard. So, the coop size requirements would be the most important factor in determining the maximum number of hens from the perspective of creating a humane living environment for the animals.

In addition to the data that can be found in Exhibit B regarding typical minimum space requirements for coops and/or outdoor space, the following sources were found on the internet. These articles also provide some interesting information on raising and caring for hens that may be helpful to the Commission’s consideration of this request.

**Suggested Space Requirements for Chicken Coops and Outside Pens
(standard large chickens)**

Source	Coop Space Requirement	Outside Space Requirement
https://www.dummies.com/home-garden/hobby-farming/raising-chickens/how-to-determine-your-flock-size-and-space-requirements/	2 sq ft per bird	8-10 sq ft per bird
https://www.thehappychickencoop.com/how-much-room-do-chickens-need/ https://www.thehappychickencoop.com/how-much-room-do-chickens-need/	3 sq ft per bird	15 sq ft per bird
https://livinghomegrown.com/day-24-biggest-concerns-about-raising-backyard-chickens/	4 sq ft per bird	10 sq ft per bird

All websites noted above were accessed May 18-20, 2020.

Currently, two property owners in the Village are permitted to have chicken coops. Both, including the petitioner, have the current maximum of four hens. Neither the Village’s Community Development staff (code enforcement), nor the Police Department have received any complaints about these properties or their hens.

Chapter 14 of the Municipal Code addresses the animals that are permitted to be kept within the Village limits. Section 14-3 prohibits the keeping or raising of cattle, pigs, sheep, horses, ducks, geese, livestock or poultry (other than chickens). Also prohibited are venomous or constricting snakes “or other animals not listed, but considered dangerous to the community according to the judgment of the police chief, upon consultation with a recognized authority degreed and experienced in such matters”. Section 14-43 of the Code limits the total number of dogs and cats that may be kept in any residential unit to three.

If the Commission is supportive of increasing the number of hens permitted on a zoning lot, the following could be considered as additional use standards to ensure that the Standards for Zoning Amendments are met:

- Establish a minimum coop size per hen. Based on the preponderance of standards in other suburban municipalities, Staff recommends a standard of four (4) square feet per hen.
- Require the yard to be fenced in order to explicitly permit free range for the hens in a manner that does not impinge on adjacent properties.
- The petitioner has suggested that the increase to 10 hens is delayed until the coop owner has completed one year of successfully owning hens. Given the significant work and commitment involved in owning hens, this suggestion has costs and benefits from the Staff perspective. On the one hand, it will help to ensure that the coop owner is truly committed and capable of managing a flock of hens. If complaints are registered with the Village while the coop owner has only four hens, an application to increase the flock size in a subsequent year would be denied. On the other hand, if the Commission recommends a minimum coop size per hen, it may mean that the coop has to be expanded or replaced at the time the coop owner increases their flock size.

Planning and Zoning Commission Action: After conducting the public hearing, the Planning and Zoning Commission is asked to consider this request for a Text Amendment to Article III-4.C.3. (Use Standards for Accessory Structures/Chicken Coops), and make a recommendation to the Board of Trustees on this request.

EXHIBIT A
PETITIONER'S REQUEST

Proposal to increase the limit on chicken flocks from 4 hens to 10 hens after the first successful year of animal husbandry of a 4 hen flock.

By Julie and Katharine Baker
Presented April 27th, 2020

We are asking the board to consider raising the flock limit from 4 hens to 10 hens once the resident has completed their first successful year owning chickens. We ask for this amendment to the ordinance for the following reasons.

1. The first two years of a hen's life are the most productive for egg-laying with a steady decline after that. Chickens are also susceptible to a variety of common illnesses that stress a chicken's natural systems so that she may not lay regularly or reliably after contracting that illness. Most recommend that backyard flocks house 2-3 chickens/every two people in the house. This varies depending on the variety of chicken breeds which some lay eggs more frequently than others. Between aging and illness, maintaining a flock of four chickens for any household larger than 2 ½ people is not sustainable. A family of five, such as our own house, should maintain a flock of 10 birds at any time given padding for our aging girls who have reduced production to one egg per bird every three days (approx). It would be wise to introduce 3 new birds on a regular rotation every year in order to keep production reliable and at a maximum expectation.
2. Egg production is not year-round. Chickens require a minimum of 14 hours of daylight in order to have regular egg production. Egg production nears to a halt during the winter months where limited light and extreme temperatures inhibit the birds' ability to produce while their energy is put to staying warm rather than producing eggs. It is often recommended but not good husbandry to hang a light in their coop in order to encourage the production of more eggs over the winter months. This stresses the chicken's bodies during a time that should be for rest.
3. Chickens are susceptible to illness and injury. Because of their habits of foraging partnered with cold winters and changing weather, bacterial infections and respiratory illnesses are quite common. While these issues may not kill a chicken immediately they directly interfere with egg production. It is up to the individual chicken owner to decide whether or not the chicken should be kept alive or euthanized at that point seeing as they are intended for livestock purposes, however, many people feel a bond with their chickens likened to dogs or cats as pets and the decision should not be mandated because of an inability to keep a sufficient flock to feed their family. Families should have the ability to choose to process their chickens or allow them to live out their natural lives.
4. The square footage to safely accommodate 10 hens is 20 square feet. Which would make the hen house 4' by 5'. With outdoor access at a maximum of 100 square feet. This is reasonable for the lot sizes of properties within the zones that allow for chicken coops in the

existing ordinance. As well as preventing the surrounding homes from being adversely affected.

5. It would be a best practice recommendation to introduce new chickens to a flock every year in order to keep regular reliable egg production occurring. This can be done more easily if a family had the flexibility of a larger flock.
6. Remember that eggs aren't just for breakfast! Eggs are used in baking and cooking throughout the day for a wide variety of foods.

Self-reliance and sustainability are practices that are encouraged and a priority for our village and its citizens not only during the current crisis but as a general guiding principle. We are seeing the impacts and implications of our industrial food systems on our health and environment as well as unequal distribution and accessibility to healthy, nutritionally dense food. This proposed amendment will not endanger the health and safety of our villagers. This proposed amendment will allow members of our community to further ensure they have food security. Many have grown up in a society where much of the old-time knowledge of do-it-yourself has been lost as we rely increasingly on government and corporations to provide for us all the while regulating where access is made and denied. Our village is recognized as having a unique foundation of available land and an understanding of sustainability which provides an incredible foundation to build a local food movement that creates food sovereignty rather than looking to others for our resources.

**EXHIBIT B
COMPARISON OF MUNICIPAL STANDARDS FOR BACK YARD CHICKENS**

Municipality	Minimum Lot Size	Max # of Hens	Roosters?	Coop Required?	Minimum Chicken Coop Setback From			Slaughter Allowed?	Sales Allowed?	Maintenance Standards?	Additional Comments	
					Minimum Area Per Hen?	From Principal Structure	Neighboring Structure					From Property Line
Park Forest	3,000 sf*	4	No	Yes		10 ft		10 ft	No	No	Yes	Unlimited # of chicks, 6 months or younger
Batavia	5,000 sf	8	No	Yes	4 sq ft outside area**		30 ft	6 ft	No	No	Yes	
Brookfield		3	No	Yes				5 ft			Yes	
Burr Ridge	1 acre	4	No									
Champaign	4,000 sf*	6	No	Yes	4 sq ft in coop 8 sq ft in outside run		20 ft	5 ft			Yes	
Countryside	7,500 sf*	4	No	Yes			25 ft	10 ft side/5 ft rear	No			
Deerfield	9,000 sf	4	No	Yes	6 sq ft living area			10 ft	Yes		Yes	Hens that have ceased egg-laying are prohibited
Downers Grove		4	No	Yes				7 ft with permit 50 ft w/o permit			Yes	
Evanston		Minimum of 2 Maximum of 4	No	Yes	4 sq ft in yards and coops	10 ft		3 ft			Yes	
Homewood	8,100 sf*	6	No	Yes	4 sq ft in coop 5 sq ft in yard	10 ft	30 ft	3 ft	No	No	Yes	
Naperville		8	No	Yes			30 ft				Yes	Permits the keeping of livestock. Coop must be fully enclosed or 75% screened
Oswego	11,000 sf*	6	No	Yes	5 sq ft outside area**		30 ft		Yes		Yes	Slaughter only allowed for humane or religious reasons
Plainfield	12,000 sf*	8	No	Yes	2 sq ft in coop 4 sq ft outside area		30 ft		Yes		Yes	Slaughter only for humane reasons
Western Springs	6,200 sf*	4	No	Yes				10 ft side/5 ft rear	No		Yes	Predator detection system required

If cell is empty, the ordinance is silent on that item, or nothing can be derived based on standards.

*derived from minimum lot size of zoning districts in which chicken coops are permitted. Otherwise, specifically stated in chicken ordinance.

** minimum area per hen derived from minimum outside enclosure/maximum permitted hens

AGENDA BRIEFING

TO: Mayor Jonathan Vanderbilt
Board of Trustees

FROM: Thomas K. Mick, Village Manager

DATE: June 12, 2020

RE: **An Ordinance Repealing Ordinance No. 634 and Authorizing the Withdrawal of the Village of Park Forest from the Chicago South Suburban Mass Transit District**

BACKGROUND/DISCUSSION:

In September of 1967 the Village of Park Forest adopted an ordinance taking official action to become a member of the Chicago South Suburban Mass Transit District (CSSMTD). This ordinance is attached. In the originating ordinance, it can be seen that Village officials intended to work regionally with many other municipalities with regard to mass transit issues across the southland.

Participating communities other than Park Forest included Chicago Heights, Dixmoor, East Hazel Crest, Flossmoor, Harvey, Hazel Crest, Homewood, Markham, Matteson, Olympia Fields, Richton Park and Riverdale. Up until the present, the Park Forest has had an officially appointed designee affiliated with the mass transit district.

For several of the member communities within the CSSMTD, the organization oversees maintenance and/or the collection of revenues associated with various commuter lots in those communities (2 lots in Homewood, 1 lot in Olympia Fields and University Park). These maintenance and/or revenue collection relationships do not occur with Park Forest's participation within the CSSMTD. The Village's commuter lots, one located on Route 30/west of Indiana Street and the other being located on North Street in Matteson, have long been maintained and had the parking stall revenues collected by Village Staff. This has been the case for at least the past 25 years.

Being mindful of the above, there have been discussions amongst members of the Village Board as to what are the economic and/or service benefits emanating out of the Village's continued participation in the CSSMTD. With no such benefits being realized, Village legal counsel has drafted the attached ordinance which would allow Park Forest to take official action to withdraw from the Chicago South Suburban Mass Transit District. The attached ordinance also includes a draft letter of notice which would be forwarded to the authorities of the CSSMTD.

SCHEDULE FOR CONSIDERATION:

This item will appear on the agenda for the June 22, 2020 Rules Meeting for Board discussion. It will also be on the June 22nd Regular Meeting Agenda for First Reading.

**THE VILLAGE OF PARK FOREST
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. _____

**AN ORDINANCE REPEALING ORDINANCE NO. 634 (ADOPTED SEPT. 19, 1967)
AND AUTHORIZING THE WITHDRAWAL OF THE VILLAGE OF PARK FOREST
FROM THE CHICAGO SOUTH SUBURBAN MASS TRANSIT DISTRICT**

**JONATHAN VANDERBILT, President
SHEILA MCGANN, Clerk**

**TIFFANI GRAHAM
MAYA HARDY
CANDYCE HERRON
GLENN HENNESSY
THERESA SETTLES
JOSEPH WOODS**

TRUSTEES

**Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Park Forest on _____, 2020
OSMF&M, LTD. - Village Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805**

ORDINANCE NO. _____

**AN ORDINANCE REPEALING ORDINANCE NO. 634 (ADOPTED SEPT. 19, 1967)
AND AUTHORIZING THE WITHDRAWAL OF THE VILLAGE OF PARK FOREST
FROM THE CHICAGO SOUTH SUBURBAN MASS TRANSIT DISTRICT**

WHEREAS, the Village of Park Forest, Cook County and Will County, Illinois (the “Village”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “Home Rule Powers”); and

WHEREAS, the Chicago South Suburban Mass Transit District (“CSSMTD”) is a Mass Transit District created pursuant to the Local Mass Transit District Act, 70 ILCS 3610/1, *et seq.*, for the purpose of providing Mass Transit Services to its creating public bodies; and

WHEREAS, on September 19, 1967, the Village adopted Ordinance No. 634, *An Ordinance Providing for the Creation and Participation by the Village of Park Forest, Cook and Will Counties, Illinois, in a Local Mass Transit District*, authorizing the participation and creation of the SSMTD with other public bodies; and

WHEREAS, pursuant to Section 3610/4 of the Local Mass Transit District Act, the number of Trustees to be appointed to CSSMTD by a creating municipality is based on the percentage of services provided by CSSMTD, *see* 70 ILCS 3610/4; and

WHEREAS, the CSSMTD does not provide any services to the Village nor does the Village receive any revenues from the CSSMTD; and

WHEREAS, the Corporate Authorities retain discretion over its appointments and over those charged with representing the Village in an official capacity on various boards, commissions, or agencies; and

WHEREAS, because the Village is not receiving services or revenues from the CSSMTD, the Corporate Authorities have determined that it is in the best interests of the Village to withdraw from the CSSMTD and issue a Notice of Withdrawal to the CSSMTD, which is substantially in the same form as **Exhibit 1** attached to and incorporated in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Park Forest, Cook County and Will County, Illinois, in the exercise of Park Forest's home rule powers as follows:

Section 1: The foregoing preambles are restated and incorporated herein by reference as though fully set forth herein.

Section 2: The Village of Park Forest hereby approves the withdrawal and shall cease any participation with the Chicago South Suburban Mass Transit District. The Village of Park Forest Ordinance No. 634, adopted September 19, 1967, is hereby repealed. Upon the effective date of this Ordinance, no person shall serve in any appointed or other official capacity on behalf of the Village of Park Forest on the Chicago South Suburban Mass Transit District Board of Trustees.

Section 3. The Mayor and Board of Trustees shall, and do hereby, authorize the Village Manager to execute, on behalf of the Village of Park Forest, the Notice of Withdrawal, which is attached hereto and incorporated herein as **Exhibit 1**, and to serve same on the CSSMTD and to complete or cause to be completed all other notices, filings, or requirements to effectuate the withdrawal. A certified copy of this Ordinance and the Notice of Withdrawal shall be transmitted by the Village Manager to the Clerks of the other municipalities participating in the CSSMTD, with the Cook County Clerk, and the Will County Clerk for any recording. *See* Ordinance No. 634, §V.

Section 4: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 5: All Ordinances, resolutions, motions, or orders in conflict herewith are hereby repealed to the extent of such conflict.

Section 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois this _____ day of _____, 2020, pursuant to roll call vote, as follows:

	Yes	No	Absent	Present
Tiffani Graham				
Maya Hardy				
Candyce Herron				
Glenna Hennessy				
Theresa Settles				
Joseph Woods				
TOTAL:				

APPROVED by the Mayor of the Village of Park Forest, Cook and Will Counties, Illinois on this _____ day of _____, 2020.

ATTEST:

Jonathan Vanderbilt, Mayor

Sheila McGann, Village Clerk

EXHIBIT 1

NOTICE OF WITHDRAWAL

DATE

**VIA CERTIFIED AND
ELECTRONIC MAIL**

South Suburban Mass Transit District
ADDRESS

Dear SSMTD Executive Director:

Notice is hereby given to you that on June ___, 2020, the Board of Trustees for the Village of Park Forest approved the Village's withdrawal from the Chicago South Suburban Mass Transit District ("SSMTD"). Enclosed herewith is an executed, certified copy of the Ordinance repealing Ordinance No. 634 (adopted Sept. 19, 1967) and Authorizing the Withdrawal of the Village of Park Forest from the Chicago South Suburban Mass Transit District. The Ordinance became effective upon passage.

A copy of this Notice and the enclosed Ordinance will also be filed with the Clerks of the remaining municipalities participating in the CSSMTD.

Please contact me if you have any questions.

VILLAGE OF PARK FOREST,

By: _____
Thomas K. Mick
Village Manager

Enclosure.

CC: Mayor Jonathan Vanderbilt
Board of Trustees for the Village of Park Forest

CERTIFICATION

State of Illinois)
) ss.
County of Cook)

I, Sheila McGann, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Park Forest, Cook and Will Counties, Illinois, and as such official I am the keeper of the records and files of the Village of Park Forest.

I further certify that the foregoing or attached is a complete, true and correct copy of Ordinance No. _____, entitled, “**AN ORDINANCE REPEALING ORDINANCE NO. 634 (ADOPTED SEPT. 19, 1967) AND AUTHORIZING THE WITHDRAWAL OF THE VILLAGE OF PARK FOREST FROM THE SOUTH SUBURBAN MASS TRANSIT DISTRICT**” which was adopted by the Mayor and Board of Trustees on _____, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand in the County of Cook, and State of Illinois, on _____, 2020.

Sheila McGann, Village Clerk

(CORPORATE SEAL)

AN ORDINANCE PROVIDING FOR THE CREATION OF AND PARTICIPATION BY THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, IN A LOCAL MASS TRANSIT DISTRICT

WHEREAS, it is necessary and in the public interest and for the benefit of the inhabitants of the Village of Park Forest, Cook and Will Counties, Illinois, to provide for and participate in the creation of a Local Mass Transit District for the purpose of acquiring, constructing, owning, operating and maintaining mass transit facilities for public service or subsidizing the operation thereof under the provisions of "Local Mass Transit District Act", approved July 21, 1959, as amended by House Bill No. 815 enacted by the Seventy-fifth General Assembly, and effective July 1, 1967:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, as follows:

I. That it is hereby determined that it is in the public interest and for the benefit of the inhabitants of the Village of Park Forest that a Local Mass Transit District be created, consisting of the Villages of Dixmoor, East Hazel Crest, Flossmoor, Hazel Crest, Homewood, Markham, Matteson, Olympia Fields, Park Forest, Richton Park, Riverdale, and the Cities of **Chicago Heights and Harvey**, or such combination of said municipalities as by ordinance elect to proceed in the establishment of said District. The territorial limits of said District shall be co-extant with the territorial limits of all of the participating municipalities.

II. That the Village of Park Forest, Cook and Will Counties, Illinois hereby determines that it shall create and participate in the creation of such a Local Mass Transit District, which shall be known as the "Chicago South Suburban Mass Transit District."

III. That said District is created for the purpose of acquiring, constructing, owning, operating and maintaining mass transit facilities for public service or subsidizing the operation thereof, all in accordance with the provisions of the "Local Mass Transit District Act", approved July 21, 1959, as amended by House Bill No. 815, enacted by the Seventy-fifth General Assembly of the State of Illinois, and effective July 1, 1967.

IV. The powers of the Chicago South Suburban Mass Transit District shall repose in and be exercised by a Board of Trustees as provided by said Local Mass Transit District Act, as amended, one of whom shall be appointed by the corporate authority of each of the municipalities participating therein.

V. A certified copy of this ordinance, together with a certified copy of each ordinance adopted by each participating municipality creating the District, and the names of the persons as appointed Trustees by each of said participating municipalities shall be filed by the Clerks of the several participating municipalities with the County Clerk of Cook County and the County Clerk of Will County, Illinois, for recording as Certificates of Incorporation, and said County Clerks shall cause duplicate certified copies thereof to be filed with the Secretary of State.

Ordinance No. 634

VI. This ordinance shall be in full force and effect from and after its approval and passage, in accordance with state statutes.

APPROVED:

/s/ B. G. Cunningham

Village President

Ayes: 5
Nays: 0
Absent: 2

Adopted: 9-19-67
Approved: 9-19-67

ATTEST:

/s/ Helen H. Karl

Village Clerk

AGENDA BRIEFING

TO: Mayor Jonathan Vanderbilt
Board of Trustees

FROM: Thomas K. Mick, Village Manager

DATE: June 15, 2020

RE: **Discussion of Potential Revisions to the Change of Occupancy Inspection Program**

BACKGROUND/DISCUSSION:

The Village Board participated in an informational workshop on March 16th related to the Village's Change of Occupancy Inspection Program. The presentation included details on the history of the program as presented by the Director of Community Development. A copy of the Staff memo from this session is attached.

Since that meeting, Mayor Jonathan Vanderbilt is seeking to continue a review of this program based on several issues/concerns he has regarding the program. Details related to these concerns are noted in the attached email from the Mayor.

SCHEDULE FOR CONSIDERATION:

This item will appear on the agenda for the June 22, 2020 Rules Meeting for Board discussion.

Thomas K Mick

Subject: FW: Occupancy Inspection

From: Jonathan Vanderbilt
Sent: Tuesday, June 2, 2020 2:59 PM
To: Thomas K Mick <tmick@VOPF.COM>
Subject: Re: Occupancy Inspection

Tom,

Intent To Sell:

Village presently requires an "occupancy" inspection after purchase. This has a adverse impact and delays "new" buyers owners from moving in. Based upon research and requests from new resident homeowners, present homeowners, Park Forest landlords, and stakeholders the village has been discussing how to more accurately amend the inspection process to sell residential property.

Village requires an inspection but for whatever reason does not conduct it until seller (owner occupied) and buyer have "agreed" contract in place, village waits to conduct required inspection. If seller and buyer agree to "As Is" then village refuses to conduct inspection once again.

Seller and more importantly the buyer do not know what they have purchased till after ownership is closed upon and transacted. With properties that are vacant foreclosed the village refuses to conduct any inspection until after new buyer has officially purchased and closed.

This process which requires an inspection but refuses to be conducted causes buyers, owners, real estate brokers, attorneys and appraisers not to know what is required. Furthermore, on some properties village requirements in many cases refuses to allow new owners to move in till after work is completed weeks after purchase. Months can go by.

In another example, village requires properties with 50% greater property damage and or rehab (likely foreclosures) to have fire sprinkler suppression systems installed. Once again buyer has no idea this requirement may be applied, once again misleading all parties involved including most importantly the new owner resident buyer.

For all the reasons highlighted above as well as being contacted on several occasions I am asking the village council to discuss and consider amendments as outlined to improve the "intent to sell" for all parties.

This amendment will improve process for all involved.

Read ordinance amendment, highlights:

Seller (owner occupied) or buyer can request inspection and not wait for contract.
Foreclosure -vacant property, mortgagee owner can request inspection and or potential buyer can request inspection.

All parties will have recorded inspection as generally inspections lasts up to six months.
Village inspection will be conducted within and up to 7 days or less.

Real Estate brokers who are listing property will be able to share with buyers broker and help sellers and buyers prepare property for purchase and likely to be able to move in with final village occupancy when health and safety work is completed.

I'll Consider the workshop, how about a committee of the whole meeting?

Jonathan Vanderbilt
Mayor
708-475-3097 Cell Phone
708-283-5606 Office
Village of Park Forest
350 Victory Drive
Park Forest, IL 60466

Park Forest is a 2019 Governors Hometown Award winner, 4-STAR, LEED Certified , Sol Smart Gold Community and two-time, All America City award winner, recognized by the *Chicago Tribune* for “great neighborhoods,” *CNN Money.com* as a “Best Place to Live,”

MEMORANDUM

TO: Mayor Jonathan Vanderbilt
Board of Trustees

FROM: Lawrence G. Kerestes, Director of Community Development

DATE: March 13, 2020

RE: History of the Residential Change of Occupancy Inspection Program Ordinance

BACKGROUND/DISCUSSION:

The following is to provide a brief overview and evolution of the Village's Change of Occupancy Inspection Program:

Since its inception, the Village has been primarily a *landlocked, bedroom community* and the Board of Trustees have always understood the importance of protecting the housing stock. In the early years of the Village programs such as the Integration Maintenance Program, Beautification Awards Program, and Fair Housing Practices Standards were created for, among other reasons, to guard housing values. Thus, the purpose for the Inspection Program was to address three main areas:

- Protect the housing stock of the Village
- Protect housing values in town
- Maximize the property tax revenue base

The Origins of the Program:

In the mid-1970s the Board of Trustees were aware that the housing stock was beginning to age. Houses south of Sauk Trail were built in the 1950s with the houses built north of Sauk Trail in the Westgate and Rich Streets completed in the early 1960s. Finally, the Lincolnwood and Eastgate Areas were built in the 1960s. Thus, the Board directed two studies to be undertaken to measure the housing maintenance and physical integrity of its 20 to 30 year old structures within the Village. A *Housing Inspection Study Survey* (1977) and a *Park Forest Housing Code Study* (1979) were completed. The results showed that there was a lack of housing upkeep and deterioration in some neighborhoods that, in many cases, were tied to either 1) rental occupancy; or 2) the age of the housing units. The studies found that Owner Occupied Properties were better maintained with fewer property Maintenance Code Violations (3-4 code violations) than Rental Occupied with 13-16 code violations. The results also found that out of 5,400 single-family dwelling units, there were 1,200 rental occupied properties in town with many absentee landlords.

These results led to Board adoption of a Residential Rental Inspection Program October 1979. The Program immediately addressed the code violations resulting in significant code compliance and many problem landlords selling their properties and leaving the community.

The New Program:

Success and positive feedback from the community regarding the Rental Inspection Program, led the Board to expanding the Inspection Program to include sales of properties. Thus, the Residential Change of Occupancy Inspection Program Ordinance was adopted in September 1983 (Ordinance #1244). At its inception, it was determined by the Board of Trustees on the advice of the Village Attorney to simply create one inspection program. It was felt that multiple programs or specific programs for different types of occupancies would result in duplication of services and confusion to the public. Simply stated, one comprehensive program was more efficient and easier to enforce.

In the ensuing 37 years since, 15 amendments have been made with all of them aimed at improving the program. These include:

- Self-Inspection Program for the Cooperatives (mid 1980s)
- Accepting Inspection Applications without Signed & Dated Sales Contracts (1980s)
- Requiring Inspection Application be completely filled out, including new Occupants names and children (late 1980s)
- Private Professional Inspection Option (early 1990s)
- Expanded Self-Inspection Program for other Multifamily Properties (early 1990s)
- Annual Single Family Rental Inspection Program (early 1990s)
- Various Code Requirement expansion, i.e.: 100 amperage electrical service upgrades (mid 2007) to name one. Smoke (1990s) and CO Detectors (2007) to name two others.
- Providing an option for buyers purchasing a property “As Is” that is not stated in the actual Sales Contract (mid 2000s)

The Current Inspection Program Particulars:

- The program requires an inspection of a property at every time there is a change in occupancy (sale, rental, two people exchanging residencies). It is not a *Point of Sale Inspection Program*.
- It is a 45-minute, functional, visible inspection for the Village’s minimal property code standards for life safety issues. It is not a *Consumer Protection Inspection*.
- It is a time & place inspection which is valid for 6 months from the time of the inspection.
- Temporary certificates of occupancy are issued to provide time to achieve compliance of code violations for non-life safety issues.

- In addition, the Village encourages potential buyers to review the Village's address file of a property to learn of any previous building permits, other improvements or problems/issues, etc.
- Finally the Village highly encourages buyers to have the property inspected by a private professional inspection company to gain a comprehensive review. This is also included on the Village's website.

SCHEDULE FOR CONSIDERATION: This item will be on for discussion with the Special Rules Meeting/Workshop scheduled for Monday, March 16.

**AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES
HELD REMOTELY
PUBLIC NOTICE POSTED AT THE VILLAGE HALL
350 VICTORY DRIVE, PARK FOREST, ILLINOIS**

CONFERENCE CALL

7:00 p.m.

June 22, 2020

Roll Call

Reports of Village Officers

Mayor

Village Attorney

Village Manager

Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions*

Motion: Approval of Consent

CONSENT:

1. Motion: A Motion to approve the minutes of the Regular meeting of May 26, 2020, the Rules meeting of June 1, 2020 and the Special Regular meeting of June 1, 2020
2. Resolution: A Resolution Approving an Intergovernmental Agreement between the Village of Park Forest and the Illinois Department of Healthcare and Family Services
3. Resolution: A Resolution Approving an Agreement Between the Department of the Army and the Village of Park Forest for Design and Construction Assistance for the Section 219 Village of Park Forest Water Main Replacement Project
4. Motion: Urban Forestry Maintenance Contract
5. Motion: Approval to purchase 11 Mobile Data Terminals

DEBATABLE:

6. Ordinance: An Ordinance Repealing Ordinance No. 634 and Authorizing the Withdrawal of the Village of Park Forest from the Chicago South Suburban Mass Transit District (First Reading)
7. Ordinance: An Ordinance Approving a Zoning Text Amendment to increase the number of hens permitted to be kept in a Chicken Coop (Article III-4.C.3. of the Unified Development Ordinance) (First Reading)

Adjournment

NOTE – DUE TO COVID-19

THE BOARD MEETING WILL BE HELD VIA CONFERENCE CALL

***Public, in-person attendance of the Meeting has been deemed unfeasible; All public comment can be sent prior to the phone conference Board Meeting, via email to tmick@vopf.com, by 3 pm the day of the meeting; Public comments received via email will be read during the public meeting.**

****A record (verbatim recording) of all action (if any) taken during the Board Meeting in open session will be made available upon request.**

*****This meeting will be broadcast live, and recorded, on the local cable access channels in Park Forest (channel 4 for Comcast subscribers & channel 4 for AT&T U-Verse subscribers) and will be streamed live, and subsequently archived, on the Village website at www.villageofparkforest.com**

NOTE: Copies of Agenda Items are Available on the Village website at www.villageofparkforest.com

MOTIONS

MOVED that the Consent Agenda and each item contained therein be hereby approved:

1. MOVED, that the Mayor and Board of Trustees approve the minutes of the Regular meeting of May 26, 2020, the Rules meeting of June 1, 2020 and the Special Regular meeting of June 1, 2020
2. MOVED, that the Mayor and Board of Trustees Approve a Resolution for an Intergovernmental Agreement between the Village of Park Forest and the Illinois Department of Healthcare and Family Services.
3. MOVED, that the Mayor and Board of Trustees Approve an enabling Resolution authorizing the Mayor to enter into and sign the Project Partner Agreement and any additional paperwork and forms related to this project.
4. MOVED, that the Mayor and Board of Trustees Approve an extension to the Tree Maintenance Contract with Winkler's Tree Service, Inc. to June 30, 2021.
5. MOVED, that the Mayor and Board of Trustees authorize the purchase of 11 Panasonic Toughbook 55 computers and docking stations from Rugged Notebooks for a total price of \$35,948.00.

June 22, 2020

VILLAGE OF PARK FOREST

**REGULAR MEETING OF THE BOARD OF TRUSTEES
HELD REMOTELY
PUBLIC NOTICE POSTED AT THE VILLAGE HALL
350 VICTORY DRIVE
PARK FOREST, ILLINOIS**

CONFERENCE CALL

6:00 p.m.

May 26, 2020

IN ATTENDANCE: Mayor Jonathan Vanderbilt, Trustee Theresa Settles, Trustee Tiffani Graham, Trustee Joseph Woods, Trustee Candyce Herron, Trustee Maya Hardy, and Trustee Glenna Hennessy

ABSENT: none

STAFF IN ATTENDANCE: Village Manager Tom Mick, Police Chief Christopher Mannino, Fire Chief Tracy Natyshok, Village Attorney Ross Secler, Finance Director Mark Pries, Director of Personnel Denyse Carreras, Director of Economic Development Hildy Kingma, Director of Recreation and Parks Rob Gunther, Director of Public Relations Jason Miller, Assistant Director of Public Works Nick Christie, and IT Coordinator Craig Kaufman

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: none

Roll Call

The meeting was called to order at 6:00 pm by Mayor Vanderbilt. Roll was called by Clerk McGann.

Reports of Village Officers

Mayor

Mayor Vanderbilt thanked the Park Forest American Legion and staff for the flag ceremony commemorating Memorial Day. He also thanked the Park Forest Veterans Commission for the mask giveaway event.

Village Attorney

Attorney Secler said things are being monitored in Springfield regarding any meeting modification and will let the Mayor and Manager know if there are any changes.

Village Manager

Manager Mick reiterated Governor Pritzker's plan for Illinois regarding the five stages noting that Friday, May 29 should be the beginning of stage 3. Village Hall will open June 1 at noon with face masks and social distancing required. He added that many of the Village's annual summer events will be canceled or severely altered. More details are on the Village's website and included in the water bill. Due to the heavy rains in May, it was difficult to mow some of the grassy areas in the parks. Many of these areas in the parks are designed to collect overflow

and flooding rains, making it difficult to get the equipment in to mow the grass. He asked for patience by the public and thanked them for their understanding.

Village Clerk

No report

Reports of Commission Liaisons and Committee Chairpersons

Mayor Vanderbilt reported on a letter received from the Village’s insurance agency, IRMA (Intergovernmental Risk Management. Association), reminding the Village to follow all government declarations to be assured that they would be covered by insurance.

Trustee Graham said that the Youth Commission will meet Wednesday, May 27 via Zoom. The Environment Commission will meet Thursday, June 4 via Zoom.

Trustee Hennessy stated that the Beautification Awards Committee will meet via video conference on Wednesday, June 3. She noted that there had been an incident on her street regarding not following state guidelines where the police and fire departments responded. She appreciated their professionalism in resolving the incident.

Trustee Woods encouraged all residents, especially the youth, to adhere to the guidelines regarding groups, social distancing, and wearing masks.

Trustee Herron also added a reminder for citizens to be cautious and wash your hands.

Citizens Comments, Observations, Petitions*

As per the agenda posting, public comments were to be sent to Manager Mick by 3p.m. of the day of the meeting and would be read at the meeting. None were received. (See below)

Motion: Approval of Consent

Mayor Vanderbilt called for a motion to approve the consent agenda. The consent agenda included the following items:

CONSENT:

MOVED that the Consent Agenda and each item contained therein be hereby approved:

- 1. A Motion to approve the minutes of the Regular Meeting of April 27, 2020, the Rules Meeting of May 4, 2020, and the Special Regular Meeting of May 4, 2020.**
- 2. MOVED, that the Mayor and Board of Trustees Adopt a Resolution Approving Renewal and Continuation of a Local Disaster and State of Emergency Within the Village of Park Forest in Response to the COVID-19 Pandemic.**
- 3. MOVED, that the Mayor and Board of Trustees authorize the Village Manager to award a contract for the FY 20-21 MFT Street Sweeping Maintenance Contract to Illinois**

Central Sweeping LLC, of Tinley Park, IL, in the amount of \$47,902.

4. MOVED, that the Mayor and Board of Trustees authorize the Village Manager to award a contract for residential water shut off (B-Box) replacement work to Calumet City Plumbing in the amount of \$127,050 with a 10% contingency for any additional work as determined by the Village Engineer for a total cost not to exceed \$139,755.

5. MOVED that a Phase 2 Engineering Services Agreement for Federal Participation with Baxter and Woodman of, Mokena, IL, is approved in the amount not to exceed \$20,000 for work associated with sidewalk improvements along Rte. 30.

6. MOVED a Local Public Agency Agreement for Federal Participation for Phase 2 Engineering is hereby approved for the addition of sidewalk along Rte. 30 (FAU 0353) from Orchard to Eastern Corporate Limit.

7. MOVED, that the Village Manager is authorized to Award the FY 20-21 contracts for Water Treatment Chemicals to the following:

- **A contract with Praxair for Carbon Dioxide in the amount of \$100.00/ton totaling \$32,400.**
- **A contract with Univar USA for Soda Ash in the amount of \$458/ton totaling \$366,400.**
- **A contract with Graymont Western Lime for High Calcium Quicklime (Calcium Oxide) in the amount of \$163/ton totaling \$163,000.**
- **A contract with Water Solutions Unlimited for Blended Polyphosphate at the rate of \$2.50/pound totaling \$30,000.**

Approval of the consent agenda was moved by Trustee Settles and seconded by Trustee Hardy. Mayor Vanderbilt asked if anyone wished any item be removed from the consent agenda for further discussion. Hearing none, a roll call vote was called by Mayor Vanderbilt on the motion to approve the consent agenda. The consent agenda was approved with the following results:

Ayes: 7
Nays: 0
Absent: 0

The consent agenda was adopted with seven (7) ayes, no (0) nays and none (0) absent.

DEBATABLE:

8. Ordinance: An Ordinance Approving a Special Use Permit in the M, Manufacturing Zoning District to Permit an Adult-Use Cannabis Craft Grower at 80-90 North Street (Final Reading)

Move for adoption of the ordinance was motioned by Trustee Graham and seconded by Trustee Woods. The ordinance was moved and seconded to adopt this ordinance at final reading. Mayor Vanderbilt asked if there were any questions or comments. None being heard, he called for a roll call vote by Clerk McGann. The ordinance was approved following a roll call vote with the following results:

Ayes: 7
Nays: 0
Absent: 0

The ordinance was adopted with seven (7) ayes, no (0) nays, and no (0) absent.

9. Ordinance: An Ordinance Amending Ordinance No. 2116 Adopting the Annual Budget for the Year Commencing July 1, 2019 and ending June 30, 2020 (Final Reading)

Move for adoption of the ordinance was motioned by Trustee Settles and seconded by Trustee Woods. The ordinance was moved and seconded to adopt this ordinance at final reading. Mayor Vanderbilt asked if there were any questions or comments. None being heard, he called for a roll call vote by Clerk McGann. The ordinance was approved following a roll call vote with the following results:

Ayes: 7
Nays: 0
Absent: 0

The ordinance was adopted with seven (7) ayes, no (0) nays, and no (0) absent.

10. Ordinance: An Ordinance Amending Chapter 106 of the Code or Ordinances of the Village of Park Forest (Water and Sewer Rates) (First Reading)

This item has had first reading and will be on the agenda at the next meeting.

Mayor Vanderbilt thanked the staff for adjusting to so many changes during these unusual circumstances.

Adjournment

This concluded the regular Board meeting.

There being no further business. Mayor Vanderbilt called for a motion to adjourn. Motion was made by Trustee Woods, seconded by Trustee Herron and passed unanimously by voice vote: all ayes, no noes.

Mayor Vanderbilt adjourned the regular meeting at 6:26 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

**NOTE – DUE TO COVID-19,
THE BOARD MEETING WILL BE HELD VIA CONFERENCE CALL**
***Public comment can be sent prior to the phone conference Board Meeting via email to tmick@vopf.com by 3 pm the day of the meeting and public comments will be read during the public meeting**
****A record of all action (if any) taken during the Board Meeting will be made available upon request**

**RULES MEETING OF THE BOARD OF TRUSTEES
VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS
HELD REMOTELY
PUBLIC NOTICE POSTED AT THE VILLAGE HALL
350 VICTORY DRIVE, PARK FOREST, ILLINOIS**

CONFERENCE CALL

7:00 p.m.

June 1, 2020

IN ATTENDANCE: Mayor Jonathan Vanderbilt, Trustee Theresa Settles, Trustee Tiffani Graham, Trustee Joseph Woods, Trustee Candyce Herron, Trustee Maya Hardy, and Trustee Glenna Hennessy

ABSENT: none

STAFF IN ATTENDANCE: Village Manager Tom Mick, Police Chief Christopher Mannino, Fire Chief Tracy Natyshok, Village Attorney Ross Secler, Finance Director Mark Pries, Director of Personnel Denyse Carreras, Director of Economic and Development Hildy Kingma, Director of Recreation and Parks Rob Gunther, Director of Building and Community Development Larrie Kerestes, Director of Public Relations Jason Miller, Director of Public Works Roderick Ysaguirre, and IT Coordinator Craig Kaufman

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: none

Roll Call

The meeting was called to order at 7:00 pm by Mayor Vanderbilt. Roll was called by Clerk McGann.

PUBLIC HEARING: FY 2020-2021 BUDGET

Mayor Vanderbilt stated that there have been multiple budget review sessions over the last few months. He asked Manager Mick if he had received any comments or questions from the residents regarding the budget. Manager Mick reported that he had not received any comments or questions from the public. He would make his comments after the Public Hearing, during the agenda discussion. (Public Hearing ended at 7:02)

1. An Ordinance adopting the Budget for all corporate purposes of the Village of Park Forest, Cook and Will Counties, Illinois, in lieu of the appropriation Ordinance for the Fiscal Year commencing on the first day of July, 2020 and ending the thirtieth day of June, 2021.

Manager Mick said that the Board knows that there has been an arduous review process of the budget. Staff builds their budgets, they are reviewed in March and go before the Board in May with June being the final review. In May with Covid-19 restrictions in place, the Board met with staff over a three-day period, over thirteen hours reviewing the Budget. All sessions were televised and streamed live and archived are on the Village's website for public access. Due to Covid-19, many tough decisions were made with substantial changes to the Budget. Director

Pries have background on the budget process and the Distinguished Budget Award received from the Government Finance Officers Association for twenty-six consecutive years. He added that a budget is the authority to spend money. The Village does not spend the full budget amount and noted that there are unexpected situations throughout the year, especially in 2020. Challenges include accessing core vs non-core services, expenses, insurances, aging infrastructure, and how to improve and pay for it. Director Pries get over the items that were changed in the budget review process which included capital outlays for the capital fund and position vacancies. He explained that the capital outlays will stay in the budget but will be deferred. Also the position vacancies from the general fund will be held open. Both will be deferred until the Village is confident to move forward. Other changes due to Covid-19 are footnoted throughout the Budget.

Manager Mick said that the Budget is a communication device, not just a document full of numbers. The Budget is a resource for all residents that is available online and searchable. There will be a wait and see approach for the first and second quarters with a fall update regarding property taxes and sales tax. At the six-month review in February, we can look and see where we are revenue impacts are at with Covid-19. He appreciates the staff meeting via conference calls and acknowledged that the Board did their homework regarding the adoption of the Budget.

Mayor Vanderbilt asked if there were any questions or comments from the Board. Trustee Woods noted that the Board was cognizant that Covid-19 would affect the Budget; now we must see how funds will be applied moving forward. Mayor Vanderbilt asked about property tax increases for homeowners with the new Budget. Director Pries said that this budget is based on the levy approved last year which are already included. For this tax year, it will be determined. When asked by Mayor Vanderbilt if the Budget was balanced, Director Pries said, as presented now, there is a 3.6 month reserve. If funds are not spent, there would be a 4.5 reserve. The Board would consider future capital outlays to serve the residents. Trustee Hardy noted that the Village is in a fortunate position to continue to have a reserve. Trustee Hennessy asked about collection of property taxes. Director Pries said that property tax collection from Cook County is higher than last year. Property taxes from Will County are not received till June. Mayor Vanderbilt thanked Staff for the new plan and asked if there any other questions or comments from the Board. Hearing none, this item will be on the agenda at tonight's Special Regular Meeting for First Reading.

2. An Ordinance Amending Chapter 106 of the Code or Ordinances of the Village of Park Forest (Water and Sewer Rates)

Manager Mick said this item is out of the Administration, Finance, and Public Works Departments. He gave background on the incremental increases for water/sewer rates from 2018 and explained how long range planning is important for future infrastructure maintenance and replacement projects. This water/sewer rate freeze beginning July 1, 2020, would be carried out by ordinance. Director Pries explained in detail the Water/Sewer Fund and the importance of scheduled increase of the five year plan. He also detailed the impact of the freeze effecting the Village's bond rating and the sewer fund balance.

Mayor Vanderbilt asked the Board if there were any questions or comments. When Trustee Hennessy asked about the impact on the bond rating, Director Pries explained that setting policy and not following that set policy could be a problem with the bond rating. But if we freeze the rate this one year and continue the rate increase structure for the remainder years, there should

not be a problem with the credit agency. Hearing no other questions, this item will be on the agenda at a future regular meeting.

3. An Intergovernmental Agreement for Asset Sharing Within MABAS 27

Manager Mick said this item comes out of the Fire Department as a housekeeping matter. The agreement is among the MABAS-27 fire departments and fire protection districts which allows for sharing of firefighting equipment. The agreement includes protections that if any equipment is broken, damaged, or needs repair after being used, the borrowing agency is obligated to cover these costs. Chief Natyshok said this group has been participating in sharing equipment adding that each department will maintain their right to decline any request at any given time. Mayor Vanderbilt asked the Board if there were any comments or questions. Hearing none, this item will be on the agenda at the next meeting.

Mayor's Comments

Mayor Vanderbilt dispensed with the comments section of the agenda until the regular meeting except for comments from residents. Any comments had to be submitted to Manager Mick by email before 3pm to be read at tonight's meeting per the posted agenda.

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

No comments submitted. (See above)

Adjournment

This concluded the Rules Board meeting.

There being no further business. Mayor Vanderbilt called for a motion to adjourn. Motion was made by Trustee Hardy, seconded by Trustee Settles and passed unanimously by voice vote.

Mayor Vanderbilt adjourned the rules meeting at 8:06 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

**NOTE – DUE TO COVID-19,
THE BOARD MEETING WILL BE HELD VIA CONFERENCE CALL**
*Public comment can be sent prior to the phone conference Board Meeting via email to tmick@vopf.com
by 3 pm the day of the meeting and public comments will be read during the public meeting
**A record of all action (if any) taken during the Board Meeting will be made available upon request.
Copies of Agenda Items are Available on the Village website at www.villageofparkforest.com

VILLAGE OF PARK FOREST

**SPECIAL REGULAR MEETING OF THE BOARD OF TRUSTEES
HELD REMOTELY
PUBLIC NOTICE POSTED AT THE VILLAGE HALL
350 VICTORY DRIVE
PARK FOREST, ILLINOIS**

CONFERENCE CALL

7:00 p.m.

June 1, 2020

IN ATTENDANCE: Mayor Jonathan Vanderbilt, Trustee Theresa Settles, Trustee Tiffani Graham, Trustee Joseph Woods, Trustee Candyce Herron, Trustee Maya Hardy, and Trustee Glenna Hennessy

ABSENT: none

STAFF IN ATTENDANCE: Village Manager Tom Mick, Police Chief Christopher Mannino, Fire Chief Tracy Natyshok, Village Attorney Ross Secler, Finance Director Mark Pries, Director of Personnel Denyse Carreras, Director of Economic and Development Hildy Kingma, Director of Recreation and Parks Rob Gunther, Director of Building and Community Development Larrie Kerestes, Director of Public Relations Jason Miller, Director of Public Works Roderick Ysaguirre, and IT Coordinator Craig Kaufman

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: none

Roll Call

The meeting was called to order at 8:07 p.m. by Mayor Vanderbilt. Roll was called by Clerk McGann.

Reports of Village Officers

Mayor

Mayor Vanderbilt commented on the death of George Floyd and others to police brutality. He noted that we continue to stand together to fight racial injustice. Park Forest is a unique community; we embrace and honor our differences and stand together. We are proud of our officers and the transparencies of our Police Department. The Board agrees to continue the 9:00 pm to 6:00 am curfew until further notice.

Village Attorney

Attorney Secler had no formal report.

Village Manager

Manager Mick expresses his sorrow regarding last week's tragic events. There will a peaceful protest upcoming in the Village with details to be shared later. Park Forest has a history of race, equity, and leadership and is a community that stands in unity. With his Covid 19 update, he noted that the Village is currently in Stage 3 where groups of ten may meet with social distancing. Village Hall opened on June 1 with facemask and social distancing rules observed. Residents can still use the drop box, email, voice mail, and regular mail for their Village Hall

needs. There will be cancelations and moderations for a number of June/July events. Updates will be on the water bill insert and the Village website. Manager Mick reminded residents to lock their cars and garages to avoid any crimes of opportunity.

Village Clerk

No report

Reports of Commission Liaisons and Committee Chairpersons

Trustee Settles said the Veterans Commission will meet Saturday, June 6 via Zoom. The Veterans Closet will reopen Tuesday, June 2.

Trustee Hennessy said the Beautification Awards Committee will meet via Zoom Wednesday, June 3.

Trustee Graham said the Environment Commission will meet Thursday, June 4 via Zoom. The Youth Commission met last week via Zoom. They are working on August's Youth day. She thanked the Finance Department, Mayor Vanderbilt, and Manager Mick, the Board, and Staff for working together to help residents with the water rate freeze.

Trustee Woods said that three members of EDAG Commission met with staff about a comprehensive plan involving future job fairs. He also mentioned how important it is to support our own local small businesses.

All the Board members expressed their sorrow and pain eloquently surrounding the death of George Floyd and the subsequent events. Condolences were offered to the family of George Floyd and those businesses and families effected by nonpeaceful actions. All are hoping Black voices will be heard and will bring about change.

Citizens Comments, Observations, Petitions*

As per the agenda posting, public comment was to be sent to Manager Mick by 3p.m. of the day of the meeting and would be read at the meeting. None were received. (See below)

Motion: Approval of Consent

Mayor Vanderbilt called for a motion to approve the consent agenda. The consent agenda included the following items:

CONSENT:

MOVED that the Consent Agenda and each item contained therein be hereby approved:

1. Motion: Approval of the meeting minutes of the Special Rules Meeting of May 18, 2020, the Regular Meeting of May 18, 2020.

MOVED, that the Mayor and Board of Trustees appoint Jennifer Whitson, 333 Farragut Street, to the Beautification Awards Committee for a term to expire on December 31, 2022.

Approval of the consent agenda was moved by Trustee Woods and seconded by Trustee Hardy. Mayor Vanderbilt asked if anyone wished any item be removed from the consent agenda for

further discussion. Hearing none, a roll call vote was called by Mayor Vanderbilt on the motion to approve the consent agenda. The consent agenda was approved with the following results:

Ayes: 7
Nays: 0
Absent: 0

The consent agenda was adopted with seven (7) ayes, no (0) nays and no (0) absent.

DEBATABLE:

2. Ordinance: An Ordinance adopting the Budget for all corporate purposes of the Village of Park Forest, Cook and Will Counties, Illinois, in lieu of the appropriation Ordinance for the Fiscal Year commencing on the first day of July, 2020 and ending the thirtieth day of June, 2021 (First Reading)

This item has had first reading and will be on the agenda for action at the next meeting.

Adjournment

This concluded the special regular Board meeting.

There being no further business. Mayor Vanderbilt called for a motion to adjourn. Motion was made by Trustee Settles, seconded by Trustee Graham and passed unanimously by voice vote: all ayes, no noes.

Mayor Vanderbilt adjourned the special regular meeting at 8:37 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

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