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. October 5, 2020

Roll Call

1. A Resolution Granting a Class 8 Property Tax Incentive and Development Agreement for 30 North Street

2. Renewal of a Contract for Cyber Security Services Firm

3. A Resolution Revising the Rules of Order and Procedure of the Mayor and Board of Trustees Related to Appointments to Volunteer Boards and Commissions

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**

MEMORANDUM

DATE: September 30, 2020

TO: Mayor Jonathan Vanderbilt
Village Board of Trustees

FROM: Sandra Zoellner
Assistant Director of Economic Development and Planning

RE: Consideration of an Economic Development Incentive Agreement and Resolution Supporting a Cook County Class 8 Incentive for 30 North Street

Applicant: Blaze Popovski
Windland Inc.
12500 S Cicero
Alsip, IL 60803

INTRODUCTION

T.L. Swint Industries, owners of 30 North Street since 1997, listed the property for sale. They utilized a real estate sales format similar to an auction and solicited offers by a fixed date. The seller accepted an offer of $330,000 from Windland Inc. Windland's offer is contingent to approval of this Economic Development Incentive request and adoption of a Resolution authorizing a Cook County Class 8 property tax incentive.

BACKGROUND

Located on 1.99 acres, the 12,920 square foot building was completed in 1995 and leased to Chicago Tribune Corporation. The Tribune moved the circulation department from a leased location in Steger, IL. They used the property to fold and distribute newsprint material. Per T.L. Swint's 2020 Park Forest business registration application, there were three employees at the property. The lease with the Chicago Tribune ends September 30, 2020.

COOK COUNTY CLASS 8 PROPERTY TAX INCENTIVE

Cook County offers a tax incentive, known as the Class 8 incentive, which is designed to encourage property owners to undertake new construction, or substantial rehabilitation or reutilization of abandoned buildings for commercial purposes. The Class 8 incentive assesses qualifying real estate at a reduced assessment level for a period of 12 years from the date that new construction or substantial rehabilitation is completed and reassessed or, in the case of abandoned property, from the date of substantial reoccupation. For commercial and industrial property, the assessment is reduced from 25 percent to 10 percent of market value for the first 10 years, to 15 percent in year 11 and 20 percent in year 12. The incentive is renewable with the Village's support.

Because Park Forest is located in both Rich and Bloom Townships, the only qualifier for the Cook County Class 8 incentive is support of the municipality. If the EDAG supports the requested property tax incentive, the Village Board will be asked to approve a Resolution stating its support for the applicant's request of the County incentive. The property owner is then responsible for submitting a formal application to the Cook County Assessor for this incentive.

EVALUATION

The members of the Economic Development Advisory Group reviewed the application at their September 16, 2020 meeting and interviewed the applicant and representative of their attorney. Staff's memo to the EDAG as well as a memo from the EDAG Chairman Phillip Perkins are included for your review. Staff and the EDAG request that the Board consider the request submitted by Blaze Popovski for a Cook County Class 8 incentive and adopt a Resolution showing their support of the application.

Because the property has not been vacant or abandoned for two consecutive years, this request relies on special circumstances. The property is not move-in ready for the proposed use, the proposed modifications (relocating sprinklers, modifying overhead doors, and enhancing the parking lot) are the basis of qualifying for the special circumstance.

EDAG recommended consideration of the Incentive with the following conditions, which are outlined in the Economic Development Incentive Agreement.

1. Shall operate a leasing dealership warehouse that employs fifteen (15) full-time employees by the start of the fifth year
2. When hiring to either fill existing jobs or newly created jobs at the facility, Applicant shall offer the jobs at the Project to residents of Park Forest. Starting the third year, applicant shall maintain employment of no less than five (5) residents of Park Forest during the term of this Agreement.
3. The Park Forest residents employed in blue collar/skilled labor field shall be paid no less than $15 p/hour each and those employed in white collar/office fields shall be paid not less than $20 p/hour.
4. All the positions are full time and will have additional paid fringe benefits.
5. Repair and rehabilitate the Property consistent with all applicable codes and laws, by investing at least $170,000 in the sprinklers, overhead doors, office and parking lot within one year of the effective date.
6. Applicant committed to Corporate Responsibility and Community Engagement for the term of the Agreement, which includes providing internships/apprenticeship opportunities, collaborating with complementary businesses in Park Forest, attending and participating in business breakfasts, and engaging with the logistics program at Governors State University.
7. The Applicant committed to undertaking Sustainability initiatives, including ComEd and Nicor utilities audits and sharing utility bills with the Sustainability Coordinator. Most notably they have committed to a permeable paver parking lot expansion to prevent adding to storm water run-off.
8. The Agreement is tied to the Class 8 incentive in that if the business closes in the first 10 years of operation, repayment of one calendar year of the tax benefit derived from the incentive will be required.
9. The Agreement is tied to the Class 8 incentive in that if the business fails to meet hiring promises – number of employees, number of employees living in Park Forest, wages and benefits, and percentage of minority hires, the tax benefit can be revoked.

Mr. Popovski, the applicant, will be on hand to answer any questions the Board may have.

Attached is the Economic Development Incentive Agreement, the Resolution Recommending a Cook County Class 8 Incentive, a memorandum from Phil Perkins, the EDAG Chairperson, and the EDAG Agenda item.

RECOMMENDATION: Adopt a Resolution authorizing the Cook County Class 8 Property Tax Assessment incentive for 30 North Street and approve an Economic Development Incentive Agreement, and authorize the Village Manager to execute the Economic Development Incentive Agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Rules Meeting of October 5, 2020 for Board discussion.

Exhibit A

SUPPLMENTAL INFORMATON FOR APPLICATION TO VILLAGE OF PARK FOREST FOR ECONOMIC DEVELOPMENT INCENTIVE

Park Forest
Live Grow Discover

TO: Village of Park Forest
350 Victory Drive
Park Forest, IL 60466
ATTN: Economic Development and Planning Department

FROM: Adam E. Dotson, Dir. of Economic Dev. **(Company Representative and Title)**

Sandrick Law Firm **(Company Name)**

A description of the nature of the project (acquisition of building, new construction, rehabilitation, business expansion or development, use, users committed to date, etc.)

WindLand Leasing, LLC wishes to purchase 30 North Street where they would open a truck and trailer leasing dealership. This is an expansion of their operation where they have integrated other logistics related businesses that benefit their customers. They plan to make improvements including the expansion of the parking lot.

SIC or NAICS Code: _____

Is this a U.S. Corporate Headquarters? Yes ____ No X

Will the property site be leased or owned? owned

Lessor of any site must be a party to the Incentive Agreement.

Contact Person: _____

Name/Address of Company: _____

An explanation of why the financial incentive is necessary for this project

Reason for Incentive Request: The location is ideal for the business, but the property tax liability is much higher than other surrounding communities. In order for our group to make the improvements needed, the taxes need to be stabilized under a Class 8 Tax Incentive.

Does the company plan to employ, either directly or indirectly, at all times covered by the agreement, contractors and local labor at the prevailing wage in Cook County, Illinois, for construction, rehabilitation and renovation, for the duration of the incentive? Yes X_____ No_____

Do the company's contractors and all subcontractors plan to participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, or any successor entity, to the extent that such programs are reasonably available within the contactor's or subcontractor's employees' trade or trades? Yes X_____ No_____

What sustainable practices do you use or plan to use at 30 North Street?

Any environmental health practices to improve operations like recycling, paperless where practical, possibly motion sensors for interior lighting and other activities related.

What improvements to the building (in terms of making the property more sustainable) will the company be making – such as LED lights, solar, low flow faucets, energy efficient HVAC, recycled carpet, low and zero VOC paints, staff garden, rain garden, etc.?

We will be looking at rain gardens, a staff garden, and LED lighting

Is the company committed to community involvement and corporate giving? Yes X___ No ____
If "yes", please cite examples.

We will participate in professional days for students, sponsor certain civic activities and find ways to foster growth for truck drives in the area.

Projected Value of the Incentive over 12 years

For Estimation Purposes Only				
All Approximates	**Without Incentive**	**With Class 6b or 8**	**Annual Value of Incentive**	**Value of Incentive over 12 years**
Fair Market Value	$318,500.00	$318,500.00		
Industrial	0.25	0.1		
Assessed Value	$79,625.00	$31,850.00		
Multiplier	2.9	2.9		
Equalized Assessed Value	$230,912.50	$92,365.00		
Tax Rate	0.37	0.37		
Est. Property Taxes	$85,437.63	$34,175.05	$51,262.58	**$671,539.73**

ATTACH: Documentation of the business' financial stability and ability to complete a successful project.

A detailed development pro forma for the project

Total investment in new machinery and equipment, if any, within the first three (3) years:

$ 0

Total new investment in land, building, and improvements (Initially):

Acquisition Cost $ 330,000

Estimated Cost of Improvements: $ 170,000

Total Investment in Land, Building, and Improvements: $ 500,000

A description of the impact of the proposed project on the Village of Park Forest

Total Jobs Retained/Created, Average Wages, and Total Payroll and at Full Capacity:

Total Jobs Retained/Created, Average Wages, and Total Payroll and at Full Capacity:

		Year 1	Year 2	Year 3	Full Capacity
# of Employees Retain/Transfer		5			
NUMBER OF NEW JOBS CREATED:		1	3	3	10
# of New Full-time Employees		1	3	3	10
# of New Part-time Employees		0	0	0	0
TOTAL # of Employees		6	9	12	15
Average Wage (blue collar)	$	31,200			
Average Wage (white collar)	$	41,500			
Employee Benefits:	$	figure not provided, but provides benefits			
Total Payroll (10 new jobs)	$	31,200	145,600	249,600	384,800

	FULL-TIME	PART-TIME
Health Insurance	Yes or No	Yes or No
Retirement	Yes or No	Yes or No
Tuition Reimbursement	Yes or No	Yes or No

Does the company have a plan or policies intended to employ Park Forest residents, promote the growth and development of minority employment, and minority/women business enterprises? If so, please cite your plans, policies, and practices regarding this project. Yes x No___

Our group would reach out to the County's workforce development department to look for candidates. Also, work with local colleges to seek candidates through job fairs.

Economic Development Advisory Group

Chairperson
Phillip Perkins

Vice Chairperson
Bree Breedlove

Members
Margaret Banks
Mercedes Gross
Kreshina Ingram
Mike Jordan
Maurae McCants
John V. Moore

Trustee Liaison
Joseph A. Woods

Staff Liaison
Sandra Zoellner

Secretary
Dolores Dubois

DATE: September 21, 2020

TO: Mayor Jonathan Vanderbilt
Village Board of Trustees

FROM: Phillip Perkins
EDAG Chairperson

RE: Consideration of a Resolution Supporting a Cook County Class 8 Incentive for 30 North Street

At the September 16, 2020 Economic Development Advisory Group meeting, six of eight EDAG members attended by GoToMeeting. The applicant was represented by Blaze Popsovski, Ivan Samonov, Mike Merry, JLL, and Adam Dotson, Sandrick Law Firm. Windland Leasing submitted a complete application, including the application fee of $250.

Staff provided an overview of the application. All of the questions EDAG members had were adequately answered by the applicants. EDAG favorably reviewed the application and recommends that the Village Board and Mayor adopt a resolution recommending the Cook County Class 8 Incentive for 30 North Street.

It should be noted that the EDAG was careful to outline a variety of conditions and directed staff to establish a "clawback" clause and basis for termination of the incentive and incentive agreement with the applicant. As Chairperson, I've reviewed the Economic Development Incentive Agreement as drafted, and it meets the intent of the EDAG's recommendations.

I am able to participate in the upcoming Board meeting if you have any questions of me.

Very truly yours,

Phillip Perkins
Chairperson
Economic Development Advisory Group

TO: Economic Development Advisory Group

FROM: Sandra Zoellner
Assistant Director of Economic Development and Planning

DATE: September 12, 2020

RE: Request for Development Incentive: 30 North Street
Park Forest, IL 60466
PINs: 31-25-207-027; -028; -029 & -030

Applicant: Blaze Popovski
Windland Leasing LLC
12500 S Cicero
Alsip, IL 60803

Introduction

In 1995, the building was completed and leased to Chicago Tribune Corporation. The Tribune moved the circulation department from a leased location in Steger, IL. They used the property to fold and distribute newsprint material. TL Swint Industries, owners since 1997, listed the property for sale similar to an auction, accepting offers by a fixed date. The seller accepted an offer from Windland Leasing LLC. Windland's offer is contingent to approval of this incentive request.

Background

This application was submitted by Adam Dotson, Sandrick Law firm on behalf of Blaze Popovski, principal, Windland Leasing LLC.

Blaze Popovski co-founded Impel Union, a commercial truck dealership, twelve years ago. Impel Union's was reorganized and assumed by Windland in January 2020. Windland Leasing plans to lease 3-5 year old trucks and trailers to individual truck drivers and fleets. Staff at the Park Forest location will be responsible for detailing the vehicles, minor customization, collections (delinquent accounts), accounting/payroll, and sales/leasing agents.

There are no Corporate Income Tax forms or W3s for the newly formed Windland Leasing LLC to review. Staff accepted a personal financial statement for Mr. Popovski and letter from a financial institution, which staff verified by phone call. This is an all cash purchase for $330,000 and a commitment to make $170,000 in modifications and renovations to accommodate the change in use. The sprinkler system will need to be moved to accommodate moving the truck cabs and trailers through the building and there will need to be modifications to the overhead doors. The applicant plans to make improvements to the office area, the parking lot (which will be consistent with the Village's Storm Water Detention and Open Space Ordinances), and they will incorporate green and sustainable initiatives consistent with the Growing Green Sustainability Plan. The applicant will coordinate ComEd and Nicor facility audits and will replace existing lights with LED lights. They will establish landscaping that is more consistent with the climate, along with a staff garden, rain garden, recycling, and go paperless where practical.

Their business will generate noise, fumes and odors consistent with a truck dealership and they will work with chemicals and solvents consistent with the industry. Generally, their use is consistent with the other vehicles services on North Street (i.e. Kennedy Auto, Make It Straight, U-haul, and Caliber Collision). There will be engine starts and stops, test drives, and wear and tear on public streets.

They would hire two people from Park Forest, IL by the end of the first full year of an executed development agreement and an additional three Park Forest residents by the end of the third year. All of their employees will have benefits (Blue Cross Blue Shield health, dental vison, simple IRA, and paid time off).

Requested Incentive

Windland requests the Village's support for the Cook County Class 8 property tax incentive. Because the property has not been vacant or abandoned for two consecutive years, this request relies on special circumstances. Because the property is not move-in ready for the proposed use, the proposed modifications (relocating sprinklers, modifying overhead doors, and enhancing the parking lot) are the basis of qualifying for the special circumstance.

Cook County Class 8 Property Tax Incentive

Cook County offers a tax incentive, known as the Class 8 incentive, which is designed to encourage property owners to undertake new construction, or substantial rehabilitation or reutilization of abandoned buildings for commercial or industrial purposes. The Class 8 incentive assesses qualifying real estate at a reduced assessment level for a period of 12 years from the date that new construction or substantial rehabilitation is completed and initially reassessed or, in the case of abandoned property, from the date of substantial reoccupation. For industrial property, the assessment is reduced from 25 percent to 10 percent of market value for the first 10 years, to 15 percent in year 11 and 20 percent in year 12. The Class 8 is renewable.

Because Park Forest is located in Rich and Bloom Townships, the only qualifier for the Cook County Class 8 incentive is the support of the municipality. This special allowance is made for the five townships targeted by the South Suburban Tax Reactivation Program (also includes Bremen, Calumet, and Thornton Townships). If the Village supports the requested property tax incentive, the Village Board will be asked to approve a resolution stating its support for the County incentive. The property owner is then responsible for submitting a formal application to Cook County for this incentive.

Evaluation Criteria

All development proposals or requests for financial incentives shall be evaluated based upon the following criteria. The potential for receiving development incentives is available to private businesses based upon the following criteria. Staff worked with the applicant and their representatives for the following replies:

Location of development. - *The property is located in the Business Park, an area designated for economic development incentives.*

Types and number of jobs created. – *The applicant proposes to bring five employees from the Alsip dealership and create ten new jobs. Generally, the timing, category and wages for the ten new jobs are:*

1 employee by the end of this year (General labor $15.00)
3 employees by the end of 2021 (General labor $15.00) (1 Technician $20.00) (Accounting $20.00)
3 employees by the end of 2023 (General labor $15.00) (1 Technician $20.00) (Admin Assistant $15.00)
3 employees by the end of 2025 (General labor $15.00) (1 Technician $20.00) (Accounting $20.00)

Annual salary for the $15 p/hr job is $31,200. Annual salary for the $20p/hr jobs is $41,600. Total estimated payroll over 12 years is $3,799,000. If the EDAG recommends that five positions are filled by Park Forest residents, then half the payroll value is $1,899,500.

Tax benefits (property and/or sales) to the Village. - *This application may have preempted a formal vacancy appeal by the owner. Consequently, there may have been less tax revenue with a vacancy appeal. However, this request reduces property tax revenue that all of the taxing bodies are receiving and will receive. Each year, the taxing districts would forgo approximately $51,300 from this property. The Village portion is approximately $20,010. This means that the taxes shift to all of the other tax payers. New sales tax revenue would be negligible and incidental. Because there is no property tax benefit and minimal sales tax derived from this application, staff recommends that the revenue loss be off-set by the applicant committing to dedicate employment for Park Forest residents.*

Consistency with preferred concepts. – *The applicant's business is complementary to Road Runner Truck Driving School, and the newly established Supply Chain Innovation Center and Business Incubator (SCICBI) at Governors State University. Also, there is a long held belief that when a south suburban airport opens, that logistics related industries will proliferate in the area.*

Community benefits such as sponsorship of local and/or regional events, attending and /or participating in Village sponsored business events; supporting workforce development goals of the region, and hiring locally. – *Mr. Popovski expressed a willingness to participate in local or regional economic development initiatives – attend CSEDC meeting, Park Forest Quarterly business breakfast, provide internships, donate to the food pantry, provide internships for local students, sponsor a school activity and engage with SCICBI at GSU.*

The development must be something that is of a public benefit (see footnote 1) to the Village. Foot note (1) Public benefit means that a proposed development will result in increased tax revenue, desired additional employment or have an identifiable effect of stimulating further and additional desired economic development which outweighs the proposed incentive to be provided by the Village. – *A conservative estimate of new payroll attributable to Park Forest residents is approximately $158,290 annually or roughly $31,655 individually.*

The impact of a proposed development on existing businesses in the Village shall be evaluated when considering the use of incentives for the new development. – *There will be additional vehicle traffic, including test drives of the trucks. Windland will honor the designated truck route.*

The assisted business must have the potential to grow or expand and/or the potential of attracting other related positive development. – *The applicant is aware of Road Runner Truck Driving School and believes that a relationship can be built between the school, the students/graduates and Windland.*

It is the Village's preference that incentive funding be directed toward public improvements whenever possible. (See footnote 2.) Public Improvements means Village owned and maintained water mains, hydrants and other necessary works and appurtenances for providing water service; sanitary sewers or other instrumentalities or appurtenances for providing sanitary sewer service; sidewalks, curbs, gutters, streets, off-street parking lots, culverts, bridges, or viaducts; drains, sewers and appurtenances for providing storm water drainage; traffic signs, signals, lights and lighting; poles, posts, wires, conduits, lamps and other appurtenances providing for street lighting; parks, parkways and recreational paths; and acquisition of any and all property, easements and rights of way which may be necessary to accommodate such improvements. – *This criteria is not applicable as the property is fully developed, has public services; and, the applicant is not asking the Village for funding.*

The amount of the incentive must be recaptured within a reasonable time period based upon the industry. – *Using today's property value, rate and multiplier the incentive value is approximately $671,500 for the twelve year term of the Class 8 (see pg. 8). The Village's portion is approximately $261,885. A viable recapture method is to require that a certain number of jobs are filled by Park Forest residents. Using estimated wage information provided by the applicant, staff recommends that no less than 5 full-time jobs be dedicated to Park Forest residents for the duration of the incentive. Over twelve years, 5 full-time jobs account for approximately $1,899,500 in new payroll. The applicant also committed to $170,000 for renovation costs (pg. 9). Sum total, in exchange for a property tax reduction of about $671,500 over 12 years, Mr. Popovski is minimally committing $2,069,000 (rehab and 5 jobs), which translates to $3.08 of investment for $1 of property tax reduction. Keep in mind all of the property valuation, property tax projection figure, and payroll figures are estimates. The recapture factor did not take into account the five transferred jobs or the other five new jobs.*

Recommendation

The Economic Development Advisory Group should consider this request for a property tax incentive and make a recommendation to the Board of Trustees. This item will be presented to the Board for their consideration at the September 28, 2020 Rules and Regular meetings.

VILLAGE OF PARK FOREST, ILLINOIS
APPLICATION FOR DEVELOPMENT INCENTIVE

DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING
350 VICTORY DRIVE • PARK FOREST, IL 60466 • 708/283-5623

1. Name and address of Business/Applicant

Name of Business: WindLand Leasing, LLC
Current Address: 12500 S. Cicero Avenue, Alsip, IL
Contact Person: Blaze Popovski
Title: Owner
Telephone: 630 863-6000
E-mail: blazepopovski@gmail.com

2. Type of Project:

Retail	✓	Office		Industrial		Sustainable	

3. Description of Business (currently and as proposed): Truck and Trailer Leasing

4. Form of Organization:

Sole Proprietor		Illinois		Date:
General Partnership		Other State		
Corporation		Name:		
LLC	✓			
Other:		Private		
		Public		

5. Is the company wholly or partly owned by any other company?

Yes	
No	x

If yes, please explain _____

6. Development Incentive(s) Requested:

Village of Park Forest	
Sign Grant	
Sale Tax Sharing	
Will County Tax Abatement	
Cook County Class 8	✓
Tax Increment Finance	
Land Write Down	
Cook County – other Class Name:	

7. Project Description:

Location or Address: 30 North Street

Property Index Number(s): 31-25-207-027 thru 030

Site Size: 1.99 acres

Building Size: 12,920

New construction: _____

Number of employees: _____

Number of new employees: 15-20

Temporary construction jobs: 15

Describe impact of the proposed project on the Village. Project will create jobs, have a symbotic relationship with the truck driving school, be engaged in the business community, look for opportunities to improve the investment and occupying a building that has a higher and better use than the last user.

8. Signature and Title of Person Completing Application: Dir. of Econ. Dev SLF

Describe relationship to business (owner, agent, etc.) Agent

9. Based on the attached Development Incentive Policy, attach exhibits which include the following information:

a. A description of the nature of the project (acquisition of building, new construction, rehabilitation, business expansion or development, sustainable improvements, use, users committed to date, etc.)
b. An explanation of why the financial incentive is necessary for this project
c. An explanation of how this project meets the Evaluation Criteria (p. 4) described in the Development Incentives Policy
d. A detailed development pro forma for the project
e. A description of the impact of the proposed project on the Village
f. Documentation of the business' financial stability and ability to complete a successful project. Accepted forms of documentation described in the Development Incentive Policy.

For Staff use only:

Date Received			
Complete			
Incomplete			
Approved by EDAG		Denied by EDAG	
Approve by Board of Trustees			

SUPPLMENTAL INFORMATON FOR APPLICATION TO VILLAGE OF PARK FOREST FOR ECONOMIC DEVELOPMENT INCENTIVE

TO: Village of Park Forest
350 Victory Drive
Park Forest, IL 60466
ATTN: Economic Development and Planning Department

FROM: Adam E. Dotson, Dir. of Economic Dev. **(Company Representative and Title)**

Sandrick Law Firm **(Company Name)**

A description of the nature of the project (acquisition of building, new construction, rehabilitation, business expansion or development, use, users committed to date, etc.)

WindLand Leasing, LLC wishes to purchase 30 North Street where they would open a truck and trailer leasing dealership. This is an expansion of their operation where they have integrated other logistics related businesses that benefit their customers. They plan to make improvements including the expansion of the parking lot.

SIC or NAICS Code: _____

Is this a U.S. Corporate Headquarters? Yes ____ No X

Will the property site be leased or owned? owned

Lessor of any site must be a party to the Incentive Agreement.

Contact Person: _____

Name/Address of Company: _____

An explanation of why the financial incentive is necessary for this project

Reason for Incentive Request: The location is ideal for the business, but the property tax liability is much higher than other surrounding communities. In order for our group to make the improvements needed, the taxes need to be stabilized under a Class 8 Tax Incentive.

Does the company plan to employ, either directly or indirectly, at all times covered by the agreement, contractors and local labor at the prevailing wage in Cook County, Illinois, for construction, rehabilitation and renovation, for the duration of the incentive? Yes X_____ No_____

Do the company's contractors and all subcontractors plan to participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, or any successor entity, to the extent that such programs are reasonably available within the contactor's or subcontractor's employees' trade or trades? Yes X____ No_____

What sustainable practices do you use or plan to use at 30 North Street?

Any environmental health practices to improve operations like recycling, paperless where practical, possibly motion sensors for interior lighting and other activities related.

What improvements to the building (in terms of making the property more sustainable) will the company be making – such as LED lights, solar, low flow faucets, energy efficient HVAC, recycled carpet, low and zero VOC paints, staff garden, rain garden, etc.?

We will be looking at rain gardens, a staff garden, and LED lighting

Is the company committed to community involvement and corporate giving? Yes X___ No ____
If "yes", please cite examples.

We will participate in professional days for students, sponsor certain civic activities and find ways to foster growth for truck drives in the area.

Projected Value of the Incentive over 12 years

For Estimation Purposes Only				
All Approximates	**Without Incentive**	**With Class 6b or 8**	**Annual Value of Incentive**	**Value of Incentive over 12 years**
Fair Market Value	$318,500.00	$318,500.00		
Industrial	0.25	0.1		
Assessed Value	$79,625.00	$31,850.00		
Multiplier	2.9	2.9		
Equalized Assessed Value	$230,912.50	$92,365.00		
Tax Rate	0.37	0.37		
Est. Property Taxes	$85,437.63	$34,175.05	$51,262.58	**$671,539.73**

ATTACH: Documentation of the business' financial stability and ability to complete a successful project.

A detailed development pro forma for the project

Total investment in new machinery and equipment, if any, within the first three (3) years:

$ 0

Total new investment in land, building, and improvements (Initially):

Acquisition Cost	$ 330,000
Estimated Cost of Improvements:	$ 170,000
Total Investment in Land, Building, and Improvements:	$ 500,000

A description of the impact of the proposed project on the Village of Park Forest

Total Jobs Retained/Created, Average Wages, and Total Payroll and at Full Capacity:

		Year 1	Year 2	Year 3	Full Capacity
# of Employees Retain/Transfer		5			
NUMBER OF NEW JOBS CREATED:		1	3	3	10
# of New Full-time Employees		1	3	3	10
# of New Part-time Employees		0	0	0	0
TOTAL # of Employees		6	9	12	15
Average Wage (blue collar)	$	31,200			
Average Wage (white collar)	$	41,500			
Employee Benefits:	$	figure not provided, but provides benefits			
Total Payroll (10 new jobs)	$	31,200	145,600	249,600	384,800

	FULL-TIME	PART-TIME
Health Insurance	Yes or No	Yes or No
Retirement	Yes or No	Yes or No
Tuition Reimbursement	Yes or No	Yes or No

Does the company have a plan or policies intended to employ Park Forest residents, promote the growth and development of minority employment, and minority/women business enterprises? If so, please cite your plans, policies, and practices regarding this project. Yes x No___

Our group would reach out to the County's workforce development department to look for candidates. Also, work with local colleges to seek candidates through job fairs.

Property Characteristics for PIN: Back to Search Results

31-25-207-030-0000

PROPERTY ADDRESS

30 NORTH ST
PARK FOREST
60466
Township: RICH

MAILING ADDRESS

T L SWINT INDUSTRIES
PO BOX 277
PALATINE, IL 60078

PROPERTY CHARACTERISTICS

CURRENT INFORMATION

Tax Year 2019 Assessed Value:	9,072
Most Recent Assessment Information: (2019 Board Final)	9,072
Estimated Property Value:	
Lot Size (SqFt):	12,168
Building (SqFt):	
Property Class:	5-93
Tax Rate :	37.326
Tax Code :	32021

TAX BILLED AMOUNTS & TAX HISTORY

2019: $9,874.22 Paid in Full
2018: $9,516.39 Paid in Full
2017: $9,457.83 Payment History
2016: $8,749.82 Payment History
2015: $8,550.42 Payment History
*=(1st Install Only)

EXEMPTIONS

2019: 0 Exemptions Received
2018: 0 Exemptions Received
2017: 0 Exemptions Received
2016: 0 Exemptions Received
2015: 0 Exemptions Received

APPEALS

2019: Not Available
2018: Appeal Information
2017: Appeal Filed
2016: Appeal Information
2015: Appeal Information

REFUNDS AVAILABLE

No Refund Available

TAX SALE (DELINQUENCIES)

2019: Tax Sale Has Not Occurred
2018: Tax Sale Has Not Occurred
2017: No Tax Sale
2016: No Tax Sale
2015: No Tax Sale

DOCUMENTS, DEEDS & LIENS

0605317009 - RELEASE - 02/22/2006
0605317008 - RELEASE - 02/22/2006
0021210148 - ASSIGNMENT - 11/01/2002
0021210147 - MORTGAGE - 11/01/2002
98169279 - RELEASE - 03/04/1998

All years referenced herein denote the applicable tax year (i.e., the year for which taxes were assessed). Parcels may from time to time be consolidated or subdivided. If information regarding a particular PIN appears to be missing for one or more tax years, it is possible that the PIN has changed due to a consolidation or subdivision. Users may contact the Cook County Clerk's Office for information regarding PIN lineage. Users should also note that the information displayed on this site does not include special assessments (which are billed and collected by municipalities) or omitted taxes (which are assessed on an ad hoc basis by the Cook County Assessor's Office). Please direct inquiries regarding the status of special assessments to your municipality. Questions regarding omitted taxes should be directed to the Assessor's Office.

Note: This printout cannot be used as a tax bill.

Property Characteristics for PIN: Back to Search Results

31-25-207-029-0000

PROPERTY ADDRESS

30 NORTH ST
PARK FOREST
60466
Township: RICH

MAILING ADDRESS

T L SWINT INDUSTRIES
PO BOX 277
PALATINE, IL 60078

PROPERTY CHARACTERISTICS

CURRENT INFORMATION

Tax Year 2019 Assessed Value:	34,485
Most Recent Assessment Information: (2019 Board Final)	34,485
Estimated Property Value:	
Lot Size (SqFt):	31,200
Building (SqFt):	
Property Class:	5-93
Tax Rate :	37.326
Tax Code :	32021

TAX BILLED AMOUNTS & TAX HISTORY

2019: $37,534.28 Paid in Full
2018: $36,173.66 Paid in Full
2017: $35,951.23 Payment History
2016: $34,629.36 Payment History
2015: $33,840.87 Payment History
*=(1st Install Only)

EXEMPTIONS

2019: 0 Exemptions Received
2018: 0 Exemptions Received
2017: 0 Exemptions Received
2016: 0 Exemptions Received
2015: 0 Exemptions Received

APPEALS

2019: Not Available
2018: Appeal Information
2017: Appeal Filed
2016: Appeal Information
2015: Appeal Information

REFUNDS AVAILABLE

No Refund Available

TAX SALE (DELINQUENCIES)

2019: Tax Sale Has Not Occurred
2018: Tax Sale Has Not Occurred
2017: No Tax Sale
2016: No Tax Sale
2015: No Tax Sale

DOCUMENTS, DEEDS & LIENS

0605317009 - RELEASE - 02/22/2006
0605317008 - RELEASE - 02/22/2006
0021210148 - ASSIGNMENT - 11/01/2002
0021210147 - MORTGAGE - 11/01/2002
98169279 - RELEASE - 03/04/1998

All years referenced herein denote the applicable tax year (i.e., the year for which taxes were assessed). Parcels may from time to time be consolidated or subdivided. If information regarding a particular PIN appears to be missing for one or more tax years, it is possible that the PIN has changed due to a consolidation or subdivision. Users may contact the Cook County Clerk's Office for information regarding PIN lineage. Users should also note that the information displayed on this site does not include special assessments (which are billed and collected by municipalities) or omitted taxes (which are assessed on an ad hoc basis by the Cook County Assessor's Office). Please direct inquiries regarding the status of special assessments to your municipality. Questions regarding omitted taxes should be directed to the Assessor's Office.

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Property Characteristics for PIN: Back to Search Results

31-25-207-028-0000

PROPERTY ADDRESS

30 NORTH ST
PARK FOREST
60466
Township: RICH

MAILING ADDRESS

T L SWINT INDUSTRIES
PO BOX 277
PALATINE, IL 60078

PROPERTY CHARACTERISTICS

CURRENT INFORMATION

Tax Year 2019 Assessed Value:	7,851
Most Recent Assessment Information: (2019 Board Final)	7,851
Estimated Property Value:	
Lot Size (SqFt):	12,168
Building (SqFt):	
Property Class:	5-90
Tax Rate :	37.326
Tax Code :	32021

TAX BILLED AMOUNTS & TAX HISTORY

2019: $8,545.41 Paid in Full
2018: $8,235.31 Paid in Full
2017: $8,184.73 Payment History
2016: $6,342.03 Payment History
2015: $6,197.37 Payment History
*=(1st Install Only)

EXEMPTIONS

2019: 0 Exemptions Received
2018: 0 Exemptions Received
2017: 0 Exemptions Received
2016: 0 Exemptions Received
2015: 0 Exemptions Received

APPEALS

2019: Not Available
2018: Appeal Information
2017: Appeal Filed
2016: Appeal Information
2015: Appeal Information

REFUNDS AVAILABLE

No Refund Available

TAX SALE (DELINQUENCIES)

2019: Tax Sale Has Not Occurred
2018: Tax Sale Has Not Occurred
2017: No Tax Sale
2016: No Tax Sale
2015: No Tax Sale

DOCUMENTS, DEEDS & LIENS

0605317009 - RELEASE - 02/22/2006
0605317008 - RELEASE - 02/22/2006
0021210148 - ASSIGNMENT - 11/01/2002
0021210147 - MORTGAGE - 11/01/2002
98169279 - RELEASE - 03/04/1998

All years referenced herein denote the applicable tax year (i.e., the year for which taxes were assessed). Parcels may from time to time be consolidated or subdivided. If information regarding a particular PIN appears to be missing for one or more tax years, it is possible that the PIN has changed due to a consolidation or subdivision. Users may contact the Cook County Clerk's Office for information regarding PIN lineage. Users should also note that the information displayed on this site does not include special assessments (which are billed and collected by municipalities) or omitted taxes (which are assessed on an ad hoc basis by the Cook County Assessor's Office). Please direct inquiries regarding the status of special assessments to your municipality. Questions regarding omitted taxes should be directed to the Assessor's Office.

Note: This printout cannot be used as a tax bill.

Property Characteristics for PIN: Back to Search Results

31-25-207-027-0000

PROPERTY ADDRESS

30 NORTH ST
PARK FOREST
60466
Township: RICH

MAILING ADDRESS

T L SWINT INDUSTRIES
PO BOX 277
PALATINE, IL 60078

PROPERTY CHARACTERISTICS

CURRENT INFORMATION

Tax Year 2019 Assessed Value:	28,217
Most Recent Assessment Information: (2019 Board Final)	28,217
Estimated Property Value:	
Lot Size (SqFt):	31,200
Building (SqFt):	
Property Class:	5-93
Tax Rate :	37.326
Tax Code :	32021

TAX BILLED AMOUNTS & TAX HISTORY

2019: $30,712.21 Paid in Full
2018: $29,598.89 Paid in Full
2017: $29,416.82 Payment History
2016: $27,820.24 Payment History
2015: $27,186.95 Payment History
*=(1st Install Only)

EXEMPTIONS

2019: 0 Exemptions Received
2018: 0 Exemptions Received
2017: 0 Exemptions Received
2016: 0 Exemptions Received
2015: 0 Exemptions Received

APPEALS

2019: Not Available
2018: Appeal Information
2017: Appeal Filed
2016: Appeal Information
2015: Appeal Information

REFUNDS AVAILABLE

No Refund Available

TAX SALE (DELINQUENCIES)

2019: Tax Sale Has Not Occurred
2018: Tax Sale Has Not Occurred
2017: No Tax Sale
2016: No Tax Sale
2015: No Tax Sale

DOCUMENTS, DEEDS & LIENS

0605317009 - RELEASE - 02/22/2006
0605317008 - RELEASE - 02/22/2006
0021210148 - ASSIGNMENT - 11/01/2002
0021210147 - MORTGAGE - 11/01/2002
98189279 - RELEASE - 03/04/1998

All years referenced herein denote the applicable tax year (i.e., the year for which taxes were assessed). Parcels may from time to time be consolidated or subdivided. If information regarding a particular PIN appears to be missing for one or more tax years, it is possible that the PIN has changed due to a consolidation or subdivision. Users may contact the Cook County Clerk's Office for information regarding PIN lineage. Users should also note that the information displayed on this site does not include special assessments (which are billed and collected by municipalities) or omitted taxes (which are assessed on an ad hoc basis by the Cook County Assessor's Office). Please direct inquiries regarding the status of special assessments to your municipality. Questions regarding omitted taxes should be directed to the Assessor's Office.

Note: This printout cannot be used as a tax bill.

RESOLUTION NO. R

A RESOLUTION SUPPORTING A COOK COUNTY CLASS 8 TAX ASSESSMENT CLASSIFICATION FOR 30 NORTH STREET, IN THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, P.I.N. 31-25-207-027-0000; 31-25-207-028-0000; 31-25-207-029-0000 and 31-25-207-030-0000

WHEREAS, the Village of Park Forest (the "Village") desires to promote the development, attraction, retention and expansion of business and industry in the Village of Park Forest; and

WHEREAS, the Cook County Board of Commissioners has adopted the Cook County Real Property Classification Ordinance which created the Class 8 Tax Assessment Program to encourage industrial and commercial development and redevelopment in Cook County; and

WHEREAS, the Property described below is located within Rich Township, one of five townships targeted by the South Suburban Tax Reactivation Pilot Program, and is eligible for the Class 8 incentive without any application certification of the area; and

WHEREAS, pursuant to the Cook County Real Property Assessment Classification Ordinance, real estate used primarily for industrial or commercial purposes that is newly constructed, substantially rehabilitated or found abandoned and located in one of the townships targeted under the South Suburban Tax Reactivation Program may qualify for the Class 8 incentive; and

WHEREAS, the Cook County Assessor is operating under an Ordinance enacted by the Cook County Board of Commissioners, as changed from time to time; and

WHEREAS, the Village of Park Forest is a Home Rule municipality within the purview of Article VII, Section 6(a) for the Illinois Constitution (1970) and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Property housed a warehouse that will cease operations in September 2020, and has not been vacant for less than twenty-four (24) continuous months; and

WHEREAS, acquisition and revitalization of the Property is not economically feasible without the incentive; and

WHEREAS, Windland Inc., the purchaser of the Property, located at 30 North Street and identified as Property Index Number 31-25-207-027-0000; 31-25-207-028-0000; 31-25-207-029-0000 and 31-25-207-030-0000 Park Forest, Illinois (the "Property"), which is legally described on Exhibit A attached hereto and incorporated herein by reference, has requested that the Mayor and Board of Trustees grant approval for a Cook County Class 8 Tax Assessment Classification; and

WHEREAS, Windland Inc. has demonstrated that the incentive is necessary for the reoccupation and rehabilitation of the Property for a commercial truck leasing facility, and

WHEREAS, the Mayor and Board of Trustees find that special circumstances justify awarding the Class 8 incentive to this Property. Those circumstances include the purchaser's commitment to the Economic Incentive Agreement, which includes rehabilitating, updating and upgrading the warehouse to a truck leasing dealership, employing fifteen (15) full-time persons, with no fewer than five (5) employees being Park Forest residents, providing a living wage and benefits, and ensuring that the staff represent the racial make-up of Park Forest (70% of employees shall be Black and Brown) for the duration of the Economic Development Agreement attached hereto as Exhibit B, and

WHEREAS, it has been determined by the Mayor and Board of Trustees that the Cook County Class 8 for the Property will expand and further diversify the commercial tax base of the Village and will create temporary and permanent employment opportunities; and

WHEREAS, in order to promote commercial and industrial stability, enhance property values of neighboring commercial property, prevent potential blight brought on by vacancy, and add new jobs within the Village, the Mayor and Board of Trustees of the Village of Park Forest have determined that it is in the best interests of the Village to approve the Class 8 incentive for the Property; and

WHEREAS, the Mayor and Board of Trustees further find that it is in the best interests of the Village to approve the Economic Incentive Agreement attached hereto as Exhibit B.

NOW THEREFORE, BE IT RESOLVED 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 authority, as follows:

Section 1. The recitals set forth above are incorporated herein by reference and made a part hereof.

Section 2. That the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, find that the Class 8 incentive program allowed by an ordinance of Cook County, Illinois, is necessary for the re-occupancy of the Property and expressly support and consent to the granting of a Class 8 Tax Assessment Classification for the development proposed herein and further find that without a Class 8 Tax Assessment Classification the Property will not be redeveloped, will remain underutilized and will severely hinder revitalization efforts in the area surrounding the Property.

Section 3. The Mayor and Board of Trustees further support the Class 8 incentive for the Property based on the terms of the Economic Incentive Agreement attached hereto as Exhibit B and authorize the Village Manager and Village Clerk to execute the Economic Incentive Agreement and any other documents necessary to support implementation of the Agreement.

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

Section 5. All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED this _____ day of _____, 2020.

APPROVED:	**ATTEST:**
_____	_____
Jonathan Vanderbilt Village Mayor	Sheila McGann Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

MISSING INFORMATION

Commonly known as:	30 North Street, Park Forest, IL 60466
PINs:	31-25-207-027-0000 31-25-207-028-0000 31-25-207-029-0000 31-25-207-030-0000

<u>EXHIBIT B</u>

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

BETWEEN THE VILLAGE OF PARK FOREST AND ELEGANCE USA, INC.

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
BETWEEN THE VILLAGE OF PARK FOREST AND WINDLAND INC.

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the "Agreement") dated the _____day of _____, 2020 ("Effective Date"), by and between the Village of Park Forest, an Illinois home rule municipal corporation (hereinafter referred to as "Village"), and Windland Inc., (hereinafter referred to as "Applicant").

RECITALS

WHEREAS, the Village is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs.

WHEREAS, Applicant, plans to acquire 30 North Street, PIN 31-25-207-027-0000; 31-25-207-028-0000; 31-25-207-029-0000 and 31-25-207-030-0000, ("Property"), an industrial property and has requested a Cook County Class 8 property tax incentive; and

WHEREAS, the Village desires to induce Applicant to hire no less than five (5) Park Forest residents and create fifteen (15) new full-time jobs for the project ("Project") to be developed on the Property; and

WHEREAS, this Agreement is made in the best interests of the Village; and

WHEREAS, the Village has taken all necessary corporate action to approve this Agreement; and

WHEREAS, Applicant has taken all necessary action to approve this Agreement.

ARTICLE I
RECITALS

1.1. Recitals Incorporated. The representations set forth in the foregoing recitals are a material part of this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I and constitute representations, warranties and agreements of the respective parties hereto.

ARTICLE II
CONDITIONS PRECEDENT TO THE UNDERTAKINGS ON THE PART OF THE VILLAGE

2.1. Conditions Precedent. As conditions precedent to adopting a Resolution Supporting a Cook County Class 8 Assessment Incentive Applicant shall: (1) occupy and revitalize the Property, (2) continue to maintain fee simple title to the Property, (3) operate a truck leasing dealership that employs fifteen (15) full-time employees within five (5) years of the Effective Date and not less than five (5) of said employees shall be residents of Park Forest, (4) use its verifiable

best efforts to ensure that the racial make-up of the five (5) aforesaid employees who are residents of Park Forest as described in clause (3) of this Section 2.1 shall be consistent with the Census for the Village, at this time 70% of Park Forest's population are Black (African American) and Brown (Latinex), (5) repair and rehabilitate the Property consistent with all applicable codes and laws, by investing at least $170,000 in improvements to the Property within one year of the effective date of this Agreement, and (6) participate in Corporate Responsibility initiatives established by the Village and work with Park Forest's Sustainability Coordinator.

2.2. Employees**.** When hiring to either fill existing jobs or newly created jobs at the facility, the Applicant shall offer the jobs offered at the Project to residents of Park Forest. Applicant shall maintain employment of no less than five (5) residents of Park Forest during the term of this Agreement. The Applicant shall maintain wage rates for said employees pursuant to the figures provided by the Applicant in the Park Forest Economic Development Incentive Application as reviewed by the Economic Development Advisory Group at a meeting on September 16, 2020. The Economic Development Incentive Supplemental Application submitted by the Applicant is attached hereto as Exhibit A and incorporated herein by reference. The Park Forest residents shall be paid no less than $15.00 p/hr for blue collar jobs and $20.00 p/hr for white collar jobs, and all employees shall have in addition fringe benefits, including but not limited to health insurance and a matching contribution by the Applicant into each employee's individual IRA retirement plan, if applicable.

2.3. Applicant Cooperation**.** On or before January 31 of each year, the Applicant agrees to provide the Village with documentation demonstrating compliance with employment, wage rate, race/ethnicity, address/residency, and fringe benefit requirements by sending the documentation to the Village, in a form reasonably acceptable to the Village.

2.4. Corporate Responsibility, Sustainability and Community Engagement. The Applicant further commits and agrees:

A. To provide a maintenance plan that ensures that the permeable pavement is continually maintained and that it continues to function which will be recorded with the Cook County Recorder of Deeds;

B. To periodically participate in Business Breakfasts, participate in the Economic Development Advisory Group, connect with the Chicago Southland Economic Development Corporation, sponsor local high school or community college job shadowing, collaborate with Road Runner Truck Driving School, and with the newly established Supply Chain Innovation Center and Business Incubator (SCICBI) at Governors State University;

C. To work with ComEd and Nicor to implement energy saving measures as part of their improvement plan, and to share utility bill information with the Sustainability Coordinator so energy savings can be tracked.

D. Should Applicant fail to substantially satisfy any of the conditions set forth in this Article II (1) for the number and diversity of employees who are residents of Park

Forest, (2) the wage rates and fringe benefits to be paid to said employees, (3) for the requirement to provide the information and documentation as set forth above, and (4) for the requirement to meet sustainability and community involvement commitments, then the Village may terminate the Cook County Class 8 Incentive provided herein.

ARTICLE III
UNDERTAKINGS ON THE PART OF THE VILLAGE

3.1. The Village shall adopt a resolution supporting the Applicant's application for a Cook County Class 8 property tax incentive for the Property, Property Index Numbers 31-25-207-027-0000; 31-25-207-028-0000; 31-25-207-029-0000 and 31-25-207-030-0000.

ARTICLE IV
APPLICANT'S OBLIGATIONS

4.1. Applicant to Remain in Good Standing. The Applicant and its successors and assigns shall maintain themselves in good corporate standing throughout the term of this Agreement.

4.2. Amounts Due Village. The Applicant shall promptly pay, as the same become due, any and all amounts due and owing to the Village for any reason and any and all taxes and governmental charges of any kind that may be assessed with regard to its operation as well as any real estate taxes levied against the Property.

4.3. Compliance with Applicable Codes. The Applicant shall comply with and diligently pursue compliance with all applicable zoning ordinances and regulations, building codes, fire codes and all other applicable Village ordinances, resolutions and regulations within ninety (90) days of the Effective Date.

4.4. Compliance with Laws. The Applicant shall comply with and diligently pursue compliance with all applicable laws, rules and regulations of the State of Illinois, the United States of America and all agencies of each of them having jurisdiction over the Applicant, including, but not limited to the Village.

4.5 Legal Expenses. With thirty (30) days following receipt of an invoice from the Village, the Applicant shall reimburse the Village for all legal expenses related to this Agreement, including the preparation of same; provided, however, in no event will the Applicant's responsibility for said legal expenses exceed Five Hundred and 00/100 Dollars ($500.00).

ARTICLE V
TERM AND TERMINATION OF AGREEMENT

5.1. Termination. This Agreement shall terminate if Applicant takes any action which the Village determines in its reasonable and good faith discretion to be in violation of this Agreement.

5.2. Term. The initial term of this Agreement is twelve (12) years from the Effective Date and is subject to renewal by agreement of the Village and the Applicant.

5.3. Early Closure of Applicant's Facility. Should the Applicant close the facility, the Village may terminate this Agreement whereupon the Applicant shall repay the Village one hundred percent (100%) of the taxes abated as a result of the Class 8 assessment but only for the calendar year in which the Applicant failed to comply with the requirements of this Agreement and not for any other years. Notwithstanding anything to the contrary contained in this section 5.3, in the event the Applicant sells the facility prior to the end of the initial term of this Agreement, then the Applicant shall not be obligated to repay to the Village any of the taxes abated as a result of the Class 8 assessment if the Applicant's successor or transferee closes the facility after it has been sold by the Applicant.

ARTICLE VI
RESTRICTIONS

6.1. Discrimination Prohibited. The Applicant shall strictly adhere to a policy of equal opportunity for employment and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

ARTICLE VII
AUTHORIZATION AND ENFORCEABILITY

7.1. Village Authority. The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action on the part of the Village's corporate authorities, including adoption of an appropriate resolution authorizing execution of this Agreement.

7.2. Applicants Authority. The Applicant has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings with respect to this Agreement. The Applicant hereby represents and warrants: (1) it has full power to execute, deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been duly and validly authorized by all necessary proceedings; (2) this Agreement constitutes the legal, valid and binding obligation of the Applicant, enforceable in accordance with its terms; and (3) it has requested economic assistance from the Village in order to develop and maintain the Project and, but for the Cook County Class 8 Incentive, the Project would not be economically viable nor acceptable to Applicant.

7.3. Applicant Existence. The Applicant shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois corporation so long as the Applicant maintains an interest in the Property or the Project or has any other remaining obligations pursuant to the terms of this Agreement.

7.4. Relationship of the Parties. Nothing in this Agreement shall be deemed or construed by the parties as creating the relationship of principal and agent, or of any partnership or joint venture.

7.5. Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, officer, agent, employee, independent contractor or attorney of the Village, in their individual capacity, and no official, officer, agent, employee, independent contractor or attorney of the Village shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery, and performance or non-performance under this Agreement.

7.6. Non-Conflict or Breach. Neither the execution and delivery of this Agreement by the Applicant, the consummation of the transactions contemplated hereby by the Applicant, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Applicant conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the Applicant (with the Applicant's prior written approval), any organizational documents, any restriction, agreement or instrument to which the Applicant or any of its partners or ventures is now a party or by which the Applicant or any of its partners or its ventures is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of the Applicant, any related party or any of its ventures under the terms of any instrument or agreement to which the Applicant, any related party or any of its partners or ventures is now a party or by which the Applicant, any related party or any of its ventures is bound.

ARTICLE VIII
DEFAULTS

8.1. Timely Performance. The failure or delay by any party to timely perform any representation, warranty, covenant, agreement, term or condition of this Agreement after written notice thereof shall constitute an "event of default" under this Agreement. The party who fails or delays must, upon receipt of written notice of the existence of such event of default, immediately commence to cure, correct or remedy such event of default and thereafter proceed with diligence to cure such event of default. The party claiming such event of default shall give written notice of the claimed event of default to the other party, specifying the event of default.

8.2. Cure of Defaults. If such event of default is cured within a thirty (30) day period following service of notice of a default, the event of default shall not be deemed to constitute a default under this Agreement. If the event of default is one which cannot reasonably be cured within said thirty (30) day period, upon request and with appropriate showings, the cure period may be extended for such time as is reasonably necessary for the curing of the same, so long as there is diligent proceeding to cure such event of default. If such event of default is cured within such extended period, the default shall not be deemed to constitute a default under this Agreement. However, an event of default not cured as provided above shall constitute a default under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any event of default or default shall not

operate as a waiver of any such event of default or default or of any rights or remedies it may have as a result of such event of default or default.

8.3. Enforcement of Default. In the event of a default, the non-defaulting party may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance and observance of any obligation, covenant or agreement. Upon an occurrence of a default, the defaulting party shall reimburse the non-defaulting party for all costs incurred in seeking to enforce such obligation, covenant or agreement, including but not limited to costs incurred by use of its employees and attorneys, including, but not limited to, attorneys' fees and court costs.

ARTICLE IX
RELEASE AND INDEMNIFICATION

9.1. Release and Indemnification. The indemnifications and covenants contained in this Article shall survive the termination or expiration of this Agreement.

9.2. Hold Harmless. The Applicant shall hold harmless, indemnify and defend the Village and its officials, officers, agents, employees, independent contractors and attorneys from and against all claims, causes of action and suits of every kind and nature, including liabilities, damages costs, expenses and reasonable attorney's fees brought by third parties arising from any and all conduct of the Applicant, its independent contractors, tenants, officers, agents, employees, attorneys, representatives or any other person in connection with the rehabilitation and operation of its business at the Property.

9.3. Covenant Not to Sue. The Applicant covenants and agrees that no recourse under or upon any obligation or agreement contained herein or for any claim based thereon herein shall be had against the Village, its officials, officers, agents, employees, independent contractors or attorneys in any amount and that no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officials, officers, agents, employees, independent contractors or attorneys and are hereby expressly waived and released by the Applicant as a condition of and as consideration for the execution of this Agreement by the Village.

ARTICLE X
MUTUAL ASSISTANCE

10.1. Mutual Assistance. The Village and the Applicant agree to take such action, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may reasonably be necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.1. Entire Agreement. This Agreement is the entire contract between the Village and the Applicant relating to the subject matter hereof, supersedes all prior and contemporaneous

negotiations, understandings, and agreements, written or oral, between the Village and the Applicant regarding the Property, and may not be modified or amended except by a written instrument executed by both of the parties hereto. Each party acknowledges that no representation or warranties have been made which have not been set forth herein.

11.2. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement intended to relieve or discharge the obligation or liability of any third person to either the Village or the Applicant, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Applicant. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

11.3. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one (1) Agreement. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

11.4. Special and Limited Obligations. This Agreement shall constitute a special and limited obligation of the Village according to the terms hereof. This Agreement shall never constitute a general obligation of the Village to which its credit, resources or general taxing power are pledged.

11.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Applicant nor the Village shall be deemed in default with respect to any performance obligations under this Agreement or their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which, if claimed in writing, delivered within fourteen (14) days of the event giving rise to constitute an "unavoidable delay"): any strike, lock-out or other labor dispute, civil disorder, inability to procure materials, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, pandemics, acts of nature or third parties, or any other cause beyond the reasonable control of Applicant or the Village or for any other reasons not within the Applicant's or the Village's control.

11.6. Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall constitute a waiver of any other right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

11.7. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of such section, subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

11.8. Notices. Any and all notices, demands, requests and other communications

necessary or desirable to be served under this Agreement shall be in writing and shall be either personally delivered or delivered to the party or the party's attorney by (i) email, (ii) prepaid same-day or overnight delivery service (such as Federal Express or UPS), with proof of delivery requested, or (iii) United States registered or certified mail, return receipt requested, postage prepaid, in each case addressed as follows:

To Applicant: Blaze Popovski
Windland Inc.
12500 S Cicero
Alsip, IL 60803
E-mail: blaze.p@WindLand.us

With a copy to: Mark S. Litner
Jaffe & Berlin, LLC
111 West Washington Street
Suite 900
Chicago, Illinois 60602
Telephone: 312-372-0414
Fax: 312-372-2615
E-mail: mlitner@jaffeberlin.com

To the Village: Thomas K. Mick**,** Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, IL 60406
Email: tmick@vopf.com

With a copy to: Mark Sterk, Village Attorney
Odelson, Sterk, Murphey, Frazier & McGrath, Ltd.
3318 W. 95th Street
Evergreen Park, IL 60805
Email: msterk@osmfm.com

or such other address or addresses or to such other party when any party entitled to receive notice hereunder may designate for itself from time to time in a written notice served upon the other parties hereto in accordance herewith. Any notice sent as hereinabove provided shall be deemed to have been received (i) on the date it is personally delivered, if delivered in person, (ii) on the date it is electronically transmitted and received by email, (iii) on the first business day after the date it is deposited with the overnight courier service, if delivered by overnight courier service, or (iv) on the third (3rd) business day following the postmark date which it bears, if delivered by United States registered or certified mail, return receipt requested, postage prepaid.

11.9. Successor in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective authorized successors and assigns; provided, however,

that the Applicant may not assign its right under this Agreement without the express written approval of the Village which shall not be unreasonably withheld, conditioned or delayed.

11.10. Caption, Section and Article Headings. The caption, section and article headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11.11. Illinois Law. This Agreement shall be construed and interpreted under the internal laws of the State of Illinois. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Illinois for all purposes and intents. Venue for any litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois.

11.12. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Village's Code of Ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling to the extent lawfully permitted.

11.13. Conflict of Interest. No member of the Board of Trustees, or any branch of the Village's government who has any power of review or approval of any of the Applicant's undertakings shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested.

11.14. Assignment. This Agreement may be assigned after written notice to the Village and approval by the Village of the assignment, which approval shall not be withheld, conditioned or delayed unreasonably, and only in the event the assignee continues to undertake any and all obligations of the Applicant pursuant to this Agreement.

11.15. Recording of Agreement. Within thirty (30) days after its execution, this Agreement or a Memorandum of Agreement shall be recorded by the Village at the sole cost and expense of the Applicant with the Cook County Recorder of Deeds.

11.16. Covenant Running with the Land. The terms of this Agreement constitute a covenant running with the Property for the term of this Agreement unless specific terms are expressly made binding beyond the term of this Agreement. Furthermore, the terms herein are hereby expressly made binding upon all grantees, assigns and successors in interest of the Applicant as to all or any part of the Property.

IN WITNESS WHEREOF, the Village and Applicant have caused this Agreement to be executed in their respective names and the Village has caused its seal to be affixed thereto and attested as to the date first above written.

VILLAGE OF PARK FOREST **ATTEST**

_____ _____

By: Thomas K. Mick By: Sheila McGann
Its: Village Manager Its: Village Clerk

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by Thomas K. Mick, Village Manager, and Sheila McGann, Village Clerk, this _____ day of _____, 2020.

-seal-

_____
Notary Public

WINDLAND INC. **ATTEST**

_____ _____

By: Blaze Popovski By:
Its: President Its:

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by _____,
and_____, this _____ day of _____, 2020.

-seal-

_____
Notary Public

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AGENDA BRIEFING

DATE: September 30, 2020

TO: Mayor Jon Vanderbilt
Board of Trustees

FROM: Mark A. Pries, Deputy Village Manager
Denyse Carreras, Director of Human Resources

RE: Contract Renewal for Cyber Security Services with SpearTip

BACKGROUND/DISCUSSION:
The Finance Department, overseeing IT administration, sought proposals from Cyber Security specialists to provide security coverage, 24/7 monitoring and protection services to the Village's information technology (IT) infrastructure in September, 2019 after the ransomware attack suffered by the Village in August, 2019. Working with feedback received from the Village's liability insurance provider, IRMA, staff received three competitive proposals from well-known industry specialists. The decision was made to award a 12-month contract to SpearTip.

The SpearTip contract will expire at the end of October and staff has determined that the additional security is still needed to protect the Village's network and the data contained on the network. The following provides a brief explanation of the services provided by SpearTip:

Included: Cyber Counterintelligence, Advance Threat Intelligence, Dark Web Monitoring, Cloud Security Incident and Event Monitoring, 30 day retention storage, Reporting: Security log and event management, User account monitoring, Executive Monthly summary, Technical Monthly Summery, Event Brief.

Attached to this memo is the current signed agreement with SpearTip that provides detailed descriptions of their services.

The cost for continued service with SpearTip's has decreased from an annual cost of $38,850 to a new annual price of $29,400. The FY 20-21 budget has $38,856 in it for these services so this would be a savings of $9,456 for the budget. Therefore, staff recommends approval of a 1-year contract renewal with SpearTip to provide continuity in the Village's IT security monitoring.

RECOMMENDATION: Award 12-month contract to SpearTip and authorize the Village Manager to enter into said contract in the annual amount of $29,400.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of October 5, 2020 for discussion.

(Rev - B)

Park Forest
Live Grow Discover

ShadowSpear℠ Protection Services

October 2019

Proprie

SPEARTIP®
CYBER COUNTERINTELLIGENCE
Outmaneuver Your Adversary™

Mission Statement

Blend cutting-edge technologies, unique skill sets and proven military cyber counterintelligence strategies, SpearTip partners with our clients to protect shareholder value, shield corporate reputations and enhance long-term profits.

PROPRIETARY and CONFIDENTIAL
Reproduction and Distribution of this document without the express permission of SpearTip is strictly Prohibited. This document is proprietary to SpearTip and is not to be distributed to parties not involved with this engagement without prior written consent.

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1. Company Overview

In military parlance, "tip of the spear" refers to the first and most meaningful action in an offensive or engagement. In this vein, SpearTip puts at the disposal of directors, chief executives, and chief legal officers, comprehensive cyber counterintelligence capabilities to confront the global threat of state-sponsored attacks and organized crime, including corporate espionage, intellectual property theft, digital fraud, and breaches of confidential data.

Almost daily there are news reports of significant cyber-attacks involving some of the largest and most tech-savvy government and private enterprises. As the inevitability of cyber-attack and data security compromise increases, SpearTip brings a unique combination of cyber investigation expertise and broad counterintelligence skill to the highly sophisticated and multifaceted challenge of safeguarding a company's technological competitiveness.

Our team members have worked closely with various government and law enforcement agencies including the FBI and providing technical briefings to senior military staff to respond to advanced threats. The team is comprised of a group of well-rounded professionals in diverse areas of system assessment, penetration testing, digital forensics (network and disk based), malware reverse engineering, incident response, interrogation, counterintelligence, technical surveillance countermeasures ("TSCM"), and cyber warfare. SpearTip's cyber professionals utilize combined backgrounds and abilities of technical, Human Intelligence (HUMINT), and real-world experience to protect organizations on a daily basis.

1.1 The SpearTip Difference

Why?

Everything we do is focused on protecting our partners from cyber threats and cyber criminals who attempt to victimize our partners and their organization.

How?

We approach cyber security differently by leveraging proven military cyber counterintelligence strategies in the delivery of our engagements. Our investigative approach and fusion cell analysis go beyond simple, automated alerts or the latest technology. Our highly technical teams dig deep into malicious activity and vulnerabilities inside our partner's environment, in order to identify the bad actors behind the activity. By understanding your adversary, you can outmaneuver your adversary.

What?

We provide cyber security consulting services. We are not a value-added reseller (VAR) and our services are technology agnostic. When asked SpearTip will recommend the latest and greatest technology but our services always focus on the bigger picture. We provided consulting services within three main functional areas, in order to assist our partners through several types of engagements. Those functional areas Assessment Services, Incident Response/Digital Forensics, and Managed Detection and Response. At SpearTip our goal is to be your security partner to help strengthen your organization and reduce your risk.

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1.2 Who is SpearTip?

At SpearTip we are driven by our core values. The people we are is completely guided by these principles. Our core values define our culture and ensure we employ not only the most technical people but people with the right character, attitude, and motivation necessary to deliver our partners a truly expectational experience.

Tenacious

- Tireless in our pursuit of answers; never give up until we find a solution
- Resolute in our desire to exceed client expectations
- Insistent on holding ourselves to a higher standard

Continuous Learning

- Grow our people to grow the business
- Enrich our minds to improve our company culture and personal life
- Help others to excel; serve as a knowledge base for each other, our clients, and our community

Consistent

- Develop, follow, and improve internal processes to achieve our corporate vision
- Listen, ask questions, get the facts, make better decisions
- Committed to be the best
- Focus, focus, focus!

Accountable

- Uncompromising integrity, always transparent, honest, and direct
- Treat others with dignity, care, empathy, and consideration
- Rely on others and be reliable
- Demand excellence

Decisive

- Get it done, don't delay it
- Overcome roadblocks, push through issues
- Act with autonomy; make intentional decisions

Collaborative

- Partner with our clients to produce superior results
- Be a team player; seek input and advice from co-workers
- Make it a practice to listen first and then to be heard

An attack on an organization's networks, systems, architecture, or more, requires swift response by experienced and capable professionals. Fusion Cell analysis is a military and law enforcement inspired, time-tested, effective approach to combat these ongoing cyber-attacks. Through fusion cell analysis cyber professionals to collect, analyze, and collaborate information from numerous sources to develop a complete and accurate threat picture. At SpearTip, our Fusion Cell is based on our people. We bring together exceptional experience, training and backgrounds to produce accurate and actionable cyber counter intelligence for our partners. Just a few of those backgrounds and certifications are shown below.

On a daily basis, we protect our clients from cyber threats and do whatever it takes to ensure they don't become a victim.

2. ShadowSpear℠ Protection Services

Comprehensive, effective, and cloud-based Protection Services.

ShadowSpear℠ Protection Services give partners immediate, turn key access to a world class Security Operations Center. The engagement described below is comprehensive and includes some of the best services SpearTip has to offer our partners. The solution goes beyond simply implementing a set and forget, ineffective technology solution and includes access to highly trained engineers ready to defend your network, data, and reputation from the latest cyber threats.

2.1 Cost of Services

Stop Cyber Threats, Now.

	Option One	Option Two	Option Three
Managed Detection & Response Services	✓	✓	✓
Cyber Counterintelligence		✓	✓
Cloud SIEM			✓
Solution Total	[redacted] ENDPOINT/MONTH	[redacted] ENDPOINT/MONTH	[redacted] ENDPOINT/MONTH

This proposal documents three options that can be selected to best fit your needs. Each option is designed to address specific cyber threats and risks, and allows you to select an option that integrates well with your overall cyber risk management strategy. The components of the option have been described below.

10/22/19

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2.2 Managed Detection and Response (MDR)

Let SpearTip respond to threats before they become a breach.

SpearTip's Managed Detection and Response provides access to an advanced, fully managed, cloud-based Managed Detection and Response (MDR) solution to rapidly expand an organization's ability to defend their network against advanced cyber threats. This solution goes above and beyond a typical Managed Security Service Provider (MSSP) offering that overwhelms your email inbox with thousands of unactionable alerts. SpearTip's MDR provides the latest technology combined by advanced response capabilities driven by highly-trained security engineers to protect your network 24/7. We don't just generate alerts, we perform continuous incident handling by responding, validating, and remediating security events. The solution delivers exceptional value and alleviates internal security and IT teams overburdened by alert fatigue.

MANAGED DETECTION AND RESPONSE SERVICES (MDR): 175 Endpoints

2.2.1 Advanced Threat Response

SpearTip's engineers conduct deep dive memory analysis and malware reverse engineering in order to validate security events that occur within the environment. We are not an alert factory, we go above and beyond simple alerting and log collection. Alerting you to alerts is not productive and a waste of your time. In the event an active threat is detected by our Security Operations Center, SpearTip's highly skilled analysts can react remotely within Park Forest's environment. This allows SpearTip to immediately stop an active threat by terminating the malicious process.

By sandboxing and dissembling malware, SpearTip can give an organization actionable intelligence and rapidly develop organizational specific IOCs related to an active threat to the organization. This helps an organization answers tough questions including, how the malware arrived in their environment, what it attempted to do, what it could have done if it was not prevented, and what needs to be done to reduce the risk of a future occurrence.

ADVANCED THREAT RESPONSE: Included

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2.2.2 Virtual Chief Information Security Officer (vCISO)

As a SpearTip Managed Detection and Response partner, Park Forest will have access to CISO level advisory services and personnel. As a consulting company SpearTip's leadership are exposed to a wide range of companies and industries. This experience enables SpearTip to offer effective recommendations and solve cyber problems that leaders face. Some common advisory scenarios include:

- Executive and board level advisory
- Risk management and cyber security frameworks implementation
- Security architecture discovery and review
- Improving organizational security posture by identifying gaps and recommending solutions
- Evaluation of current security tools and how effective they are being leveraged
- Incident response planning advisory
- IT initiative evaluation and advisory
- Assist house security analysts and engineers

vCISO HOURS: 1/Hours per Month

2.2.3 Remote Response Agent (On-site Incident Handling)

To provide the ability for SpearTip to respond to incidents on site a small form factor device is deployed within the Park Forest's network. This allows SpearTip security analysts to remotely collect forensic artifacts and perform remediation during a security event. The Remote Response Agent is advantageous because it allows SpearTip to conduct advanced incident response and handling procedures without any data being removed from Park Forest's network, and it enables SpearTip to completely triage a security event from initial detection through remediation.

In addition to enabling investigations within the environment, SpearTip can conduct IT hygiene monitoring by performing regular audits of active directory users and other configurations. This ensure that best practices are followed regarding user access and credentials.

REMOTE RESPONSE AGENT: Included

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2.2.4 Advanced Endpoint Agents

To provide advanced visibility into endpoint and network activity, SpearTip will utilize endpoint agents on all PCs and servers. This software is completely managed by our Security Operations Center. The software will enable SpearTip to detect and respond to zero-day threats, whether the system is on or off Park Forest's network. The endpoint agents act as a sort of "DVR" for endpoint activity and will capture and analyze metadata from the endpoints within Park Forest's environment. This information enables SpearTip to conduct threat hunting within the environment to detect unknown threats. The advanced endpoint agents enable organizations to take their response time from month/weeks to hours/minutes and will assist Park Forest in increasing their preventive, detective, corrective, and predictive capabilities within their information security environment.

REMOTE RESPONSE AGENT: Included

2.2.5 SpearPortal Incident Management (SpearPortal.com) and Monthly Reports

Communicating during the engagement between your organization and SpearTip is seamless and includes regular reporting that can be used for various compliance frameworks and risk management programs. SpearTip provides partners monthly reports that include a summary of all the activity that occurred during the engagement.

In addition, SpearTip provides a single pane of glass to facilitate all communications regarding security events. The SpearPortal aggregates all actionable security events into one central location. The integration consolidates various security tools and provides a historical archive of all responses that occurred over the course of the engagement. The communication platform can be used online through a website or via emails.

SPEARPORTAL INCIDENT MANAGEMENT AND MONTHLY REPORTING: Included

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2.3 Cyber Counterintelligence

Outmaneuver your adversary by understanding your adversary.

Counterintelligence: *The term "counterintelligence" means information gathered, and activities conducted, to protect against espionage, other intelligence activities, sabotage, or assassinations conducted by or on behalf of foreign governments or elements thereof, foreign organizations, or foreign persons, or international terrorist activities. (50 USC 401a)*

SpearTip's Cyber Counterintelligence brings US military counterintelligence methodologies and processes, and applies investigative information gathering and research activities to cyber threats for corporations. Adding Cyber Counterintelligence to an MDR engagement gives organizations an in-depth understating of the adversaries faced by the organization and provides additional context to security events.

The reality today is highly skilled adversaries leverage investigative intelligence and tactics to compromise organizations to commit fraud or steal intellectual property. SpearTip's Cyber Counterintelligence gives an organization a 365 threat perspective by analyzing data inside and outside the organization. By analyzing threat intelligence feeds, the dark web, indicators of compromise (IOCs) from relevant industries, and data from your organization, SpearTip's Security Operations Center can gain actionable intelligence insights that help you understand your adversary, so you can outmaneuver your adversary.

2.3.1 Advanced Threat Intelligence

On a continuous basis, SpearTip utilizes cyber threat intelligence from open source, monetized, and proprietary feeds. This information is leveraged to help detect and mitigate risks associated with advanced persistent threats and sophisticated exploits. Cyber Threat Intelligence assists the SpearTip in identifying some of the most damaging and insidious attacks faced by organizations.

In many cases, SpearTip applies investigative and HUMIT techniques to malware and other threats discovered in an organization. Simply relying on a single tool or a single alert to determine the severity of an incident can cause an organization to underestimate the risk associated with a particular security event. SpearTip's cyber threat intelligence provides vital context during a security event and gives an organization the ability to respond to sophisticated cyber-attacks by understanding an adversary's motivations, methods, and intentions.

✓ **THREAT INTELLIGENCE:** Included in Option Two and Three

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2.3.2 Dark Web Monitoring

SpearTip takes a comprehensive approach to monitoring the dark web for your sensitive digital assets. On a continuous basis with Dark Web monitoring, SpearTip utilizes human intelligence (HUMINT) to find and collect stolen digital assets from your organization. Our tradecraft provides you direct access to the criminals in possession of the newest compromised data. The monitoring service provides our partners access to a data lake containing more than 8 billion stolen records and 32 billion individual digital assets.

In many cases it takes 19 months or more before stolen credentials are posted publicly. Our methodology provides early access to stolen credentials by gaining access to hidden or authenticated sources. This data is curated by human analysts providing your company highly-actionable data.

Dark Web Monitoring gives a wholistic approach to dark web monitoring goes beyond simple public credential dumps to provide data on your company's digital footprint that could be leveraged against you.

DARK WEB MONITORING: 250 Email Addresses

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2.4 Cloud Security Incident and Event Monitoring (SIEM)

Turn-key, Cloud Based SIEM

Leveraging SpearTip's expert log consolidation and analysis helps identify and prevent typically unseen threats and activity such as insider or former disgruntled employee threats. Our highly technical analysts use key network security device logs against custom rules and scripts to uncover unusual network activity and suspicious indicators of compromise. In addition to endpoint managed detection and response, having SpearTip's security operations center collect and monitor your network logs completes a highly robust solution to combat advanced, multi-phased attacks that would otherwise go undetected.

Common uses for and advantages of SpearTip's Security Log & Event Management include:

- Security relevant log consolidation and expert analysis
- Identification of insider and former employee threats
- Insight into both IT events and security events
- Improving organizational security posture
- Satisfying compliance standards
- Improves team collaboration and workflow utilizing SpearTip's actionable alerts

SECURITY LOG & EVENT MANAGEMENT: 300 Messages Per Second

2.4.1 Log Management

SpearTip's cloud SIEM can be configured to meet compliance requirements. The solution covers several major compliance frameworks including NIST or HIPAA and makes it easy for organizations to comply based on their Risk Management requirements. Below are several standards that can be implemented using SpearTip's Cloud SIEM.

- NIST Special Publication 800-92 Guide to Computer Security Log Management
- HHS 45 C.F.R. § 164.312 (b)

The frameworks listed will cover firewall and domain controller servers; configuration of workstations and other endpoints may be required to comply across the enterprise.

COMPLIANCE FRAMEWORK: NIST

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2.4.2 User Account Monitoring

Business Email Compromise (BEC) is becoming increasingly common and effective against organizations. Email is critical to business operations and in many cases email inboxes contain sensitive information. If your organization holds PII inside of email inboxes and a BEC occurs, what should be a simple compromise quickly becomes a breach notification. In addition, email inboxes with sensitive financial information can easily be used to commit financial fraud against your organization. SpearTip's User Account Monitoring assists organizations in responding to email and user credentials that are compromised by brute-forcing and social engineering.

NUMBER OF EMAIL ADDRESSES: 250 E-Mail Addresses

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3. Scope of Work

3.1 Deliverables

Report Type	Description	Frequency	Included
Executive Monthly Summary	Document outlining the high-level activity that occurred within the respective month. This report is written for the organizational leaders including the CIO or executive board. Delivered via the SpearPortal as described in Section 2.2.5 SpearPortal Incident Management (SpearPortal.com) and Monthly Reports.	Monthly	✓
Technical Monthly Report	Document outlining the activity that occurred within the respective month including technical analysis and raw data. This report is written for the IT, risk, or security manager. Delivered via the SpearPortal as described in Section 2.2.5 SpearPortal Incident Management (SpearPortal.com) and Monthly Reports.	Monthly	✓
Event Brief	Upon request SpearTip will provide a written report summarizing a particular security event. The information included provides a detailed and technical overview the event and the action taken to respond to it. The report is written for the IT manager or security engineer and is highly technical. Delivered via the SpearPortal as described in Section 2.2.5 SpearPortal Incident Management (SpearPortal.com) and Monthly Reports upon request from the partner.	Upon Request	✓

3.2 Technology Breakdown

Quantity	Technology Name	Technology Specs/Description
175	Endpoint Agents	Software agents used on endpoints to detect suspicious/malicious activity.
1	SpearPortal Incident Tracking	The SpearPortal is used to track incidents and communications between SpearTip and Park Forest.
1	Remote Response Agent	The Remote Response Agent is used to perform incident handling and remediation within Park Forest's network.
1	Cloud SIEM – 30 Days Retention (Up to 1TB Storage)	SpearTip will implement and support LogRhythm's Security Intelligence Platform to assist in performing Fusion Cell Analysis. This includes receiving logs from security-relevant devices including Firewalls, VPNs, and Domain Controllers.

3.2.1 Support and Maintenance

SpearTip provides continuous and on-going maintenance of all software and hardware listed in the *Protection Services Technology Breakdown* section for the delivery of this engagement.

3.3 Deployment Strategy

SpearTip's deployment strategy is based on the needs of Park Forest. Upon execution of this agreement, SpearTip will hold a kick off meeting with Park Forest to discuss the required steps to deploy the solution. A schedule for deployment will be decided upon by Park Forest and SpearTip. During the onboarding process, SpearTip will provide instructions and training on how to access dashboards and other tools related to this solution.

SpearTip can provide an onsite or remote deployment. During an onsite deployment, SpearTip will schedule up to two days to be onsite and facilitate the deployment of this solution. During a remote deployment, SpearTip will hold virtual meetings with Park Forest personnel to help guide and facilitate the deployment of this solution.

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3.4 General

Project Initiation: Upon execution of this agreement

Period of Performance: 12 Months

Project Terms:

(1) Initial upfront payment (first + last month) will be invoiced upon execution of this agreement. If the the ShadowSpear Monitoring Extension Agreement was exectured by the Village of Park Forest (October ShadowSpear Monitoring @$8,500) by 30 October 2019, the fee (charged [redacted]) will count toward the first and last month payment. All following monthly payments (ten months) will be invoiced on the first business day of each subsequent month(Payment is due upon receipt), other than the last month of the contract. Please accept a 3% charge for all credit card payments (except where prohibited by law).

(2) This contract will automatically renew for an additional 12 months at the conclusion of the project term. Should Park Forest wish not to renew the contract, SpearTip will require written documentation detailing this request at least 30 days in advance.

(3) The hours allotted within this engagement may be used throughout a given month at the discretion of SpearTip engineers or based on a request from the partner but will expire on the last day of each month. In the event a partner exceeds the allotted hours, SpearTip will notify the partner of the overage and solicit approval. SpearTip will bill the partner at the rate described in Appendix I.

(4) This engagement is not designed for and will not cover the scope of responding to a "full-blown" Incident Response investigation. Rather, the goal of the ShadowSpear Protection Services is to detect and identify active malware threats. Should a network breach or other cyber-related incident occur at any point during the duration of this engagement which meets the following two conditions: Park Forest wishes to have SpearTip investigate the issue at hand, and SpearTip estimates the investigation, in its entirety, will exceed available monthly hours. SpearTip will require a separate engagement/proposal/statement of work to be approved by the partner with the scope, objectives, and hourly rates defined. The above circumstances will not affect the terms of this agreement. Please refer to Appendix I for further details regarding SpearTip's Incident Response and Digital Forensics services.

(5) This engagement provides several options to the partner. The partner should carefully consider the option selected. The engagement is designed to address specific cyber security threats and may not include monitoring of all the partner's IT systems. SpearTip is not responsible for systems or cyber security threats that fall outside the scope of this engagement.

(6) In the event the scope of this engagement is exceeded by a margin greater than 5% of the total specified scope, SpearTip will notify the partner of the overage. The partner may reduce the number of endpoints or other scoped system, or SpearTip will increase the per month bill rate proportional to the current cost.

(7) SpearTip will maintain all updates and patches on technology installed by SpearTip on an ongoing basis throughout this engagement. Park Forest is responsible for assisting SpearTip in deployment of security technology and ensuring all scoped Park Forest assets are covered by the security technology deployment.

(8) SpearTip may need to conduct investigations and validation within Park Forest's IT environment during this engagement. Park Forest is responsible for proving SpearTip administrative access to Park Forest's environment. Park Forest's IT support may be required at various points during the engagement. SpearTip is not responsible for consequences resulting from Park Forest's IT actions or failure to collaborate with SpearTip.

(9) Service Suspension, a delay or interruption of SpearTip's services at Park Forest request, may temporarily impair Park Forest's network security and ability to respond to a security incident. Additionally, a Service Suspension requested by Park Forest may require SpearTip to remove installed technologies. SpearTip is not responsible for consequences stemming from a partner requested service suspension.

(10) Failure to follow SpearTip's guidance during an investigation could result in the destruction of vital forensic artifacts necessary to investigate an incident. SpearTip is not responsible should the partner fail to take guidance and advice from SpearTip personnel.

(11) During onboarding SpearTip will require a single POC (Point of Contact) within the environment to serve as the primary point of communication from SpearTip to the partner. This can be changed via written request to SpearTip via the SpearPortal. In addition, SpearTip will require an approved contact list from the partner. Only individuals from the partner identified on the approved contact list will be allowed to interact with SpearTip. The POC is responsible for all changes to the approved contact list.

(12) T&E invoiced separately as incurred (for work required outside of the Metro St. Louis area). SpearTip will bill the client for one-way travel at a rate of ½ per hour the normal rate.

(13) Termination. This agreement may be terminated prior to expiration as specified in the Master Services Agreement.

(14) This proposal is governed by the terms and conditions of the Master Services Agreement dated as of 6 September 2019 between SpearTip and Partner (The Order of Precedence is set forth in the Master Services Agreement).

4. Statement of Risk

During the course of the assessment, there may be several procedural points that the Park Forest must be aware of, including:

1. SpearTip will maintain the policies of insurance set forth in the Master Services Agreement. Upon request, SpearTip will provide certificates of insurance for the coverage specified above which names Park Forest as an additional insured. In the event of cancellation or material modification thereof, written notice of such cancellation or modification would be given to Park Forest at least thirty (30) days prior to the effective date of such cancellation or modification.

2. During the course of SpearTip's monitoring services, there may he findings and recommendations documented and/or relayed to Park Forest. Due to the pervasiveness of zero-day malware and the inability of creating a guaranteed protective barrier, SpearTip cannot be held liable for an intrusion within Park Forest's environment. The nature of all SpearTip findings and recommendations may or may not have a direct or immediate impact on Park Forest; therefore, SpearTip cannot be held liable for any action related to findings or recommendations identified during the course of this engagement.

3. SpearTip's ability to monitor Park Forest's environment depends in large part on software sensors. During this engagement Park Forest will be responsible for installing software sensors and resolving sensor health issues. SpearTip will report any sensor health issues to Park Forest within the Monthly Report. Further, SpearTip has low visibility on devices that do not have a sensor installed. No Park Forest node, host, or endpoint should be left out of the deployment. Doing so could create a "blind spot" within Park Forest's network and prevent SpearTip from effectively detecting and responding to malicious threats. SpearTip is not responsible for devices or software not monitored by a software sensor deployed within the environment.

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5. Affirmation of Understanding

Park Forest understands and agrees to the aforementioned scope of work and authorizes SpearTip to use these and similar methods to accomplish the goals of this engagement. Park Forest understands that SpearTip has agreed not to divulge any information regarding the details of the engagement or evidence collected to any third party not covered by a Partner Non-Disclosure Agreement without the explicit written authorization of the designated primary contact and authorizing agent or chief officer of the partner's organization.

SpearTip agrees to provide full and complete disclosure of all information gathered during the course of the engagement, including copies of raw data and will keep the organization informed of all activities, operations, and proceedings of the engagement. SpearTip maintains data related to this engagement in accordance with SpearTip's Data Retention Policy and Data Classification Policy. Park Forest agrees to provide open avenues for communication and timely response to calls during the engagement.

Park Forest grants SpearTip permission to perform research, make recommendations, follow the course of action within the scope of work. Park Forest understands and agrees to the Statement of Risk and Project Terms as contained in this document.

The below signed parties have reviewed the attached document (including the incorporated terms and conditions) and agree to the stated scope and price of work and associated terms and assumptions.

Option Chosen: Option 3

Accepted by Park Forest:	Accepted by SpearTip:
Thomas K. Mick Village Manager	Benjamin Auton
Name/Title (Print)	Name/Title (Print)
TK Mick	Benjamin Auton (Oct 29, 2019)
Signature	Signature
10/22/2019	Oct 29, 2019
Date	Date

* Upon signing this document, please fill out Appendix III below.

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Appendix I. Optional Services

Incident Response / Digital Forensics

A firm's ability to respond to all types of threats with effective countermeasures depends on the level of real-world experience. SpearTip's depth in experience and highly trained team can assess and neutralize the threats to an organization, whether internal or external. SpearTip can quickly halt and/or mitigate the effects of advance persistent threats, malware, various botnets, denial of service, and network worms. These incidents can originate from rogue individuals, organized crime syndicates, or state-sponsored groups.

SpearTip's Incident Response / Digital Forensics includes (but is not limited to) the following:

- Discuss project plan and clarify any issues identified
- Coordinate information collection from reporting individuals
- Identify the timeline of events
- Interview pertinent individuals to collect any additional information relative any possible incident identified during the engagement
- Gather all of the salient points of the incident used during the analysis – volatile data, forensic images, packet & malware analysis
- Conduct forensic imaging of the systems/media that is determined within scope
- Ensure that all aspects of the analysis are thoroughly documented and maintained
- Analyze the various systems to identify the original compromise and determine any additional malware deployment

INCIDENT RESPONSE / DIGITAL FORENSICS: REDUCED HOURLY RATE OF $450/HR

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Appendix II. Service Level Agreement

For Managed Detection and Response services, if SpearTip, LLC determines in its reasonable commercial judgment that a Partner's services are unavailable due to an outage caused solely by infrastructure, equipment, and virtual components owned and operated by SpearTip, LLC, the outage will be used to calculate Service Unavailability or Service Degradation for the remedies provided below.

Remedies

In the event of a Service Unavailability, the Partner will be entitled to the remedies listed below under the relevant SLA. The remedies are provided in the form of hourly credits to a Partner's available Consulting Hours. Each Partner is entitled to a number of hours per month as stated in the Statement of Work. Hours credited through a Service Unavailability under this SLA are added to a Partner's available "Unused Hours." All "Unused Hours" credited from a SLA breach expire on a yearly basis.

Credit Limitations

The credits provided will not exceed eighty percent (80%) of Customer's monthly hour base in any billing period. To receive credits, the Partner must open a credit request through the SpearPortal within five (5) calendar days of the applicable incident. The Partner will not receive credits for unaffected Services.

Uptime SLAs

Infrastructure, Networking Equipment, and Virtual Components - 99.9% SLA

If a Partner experiences a Service Unviability due to failure of Infrastructure, Networking Equipment, And Virtual Components, SpearTip, LLC will credit the Partner with one-half (.5) an hour for every (43.83) minutes of downtime per month after the initial minutes of Service Unavailability allowable by the SLA within a given month.

No credit will be issued during a Service Degradation of Infrastructure, Networking Equipment, and Virtual Components.

Third-Party Service Level Agreements

SpearTip, LLC leverages Third-Parties Service Providers for the purposes of providing Protection Services. All Third-Party Service Level Agreements and applicable remedies will be provided as a pass-through by SpearTip, LLC to the Partner upon request, as permitted by such third-party service level agreements in the form of a credit against the Partner's monthly fee.

Partner Support SLAs

All Partners receive Customer Support included with the Managed Detection and Response services. Customer Support includes 24x7 access to SpearTip Security Operations Center Engineers. SpearTip utilizes the following communication methods for Partner requests.

- Urgent Phone Support – 24/7 via the emergency support phone number for requests related to security events and incidents.

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- Non-Urgent Phone Support – Regular Business Hours (8 am – 5pm Central Time) for non-incident or security event related requests.
- Email Support – Regular Business Hours (8 am – 5 pm Central Time)
- SpearPortal.com – Regular Business Hours (8 am – 5pm Central Time)

Urgent Phone Support requests will receive a response within 2 hours or less. Urgent Phone Support requests are restricted to Security Events as defined by SpearTip, LLC. If SpearTip, LLC fails to respond to a legitimate Urgent Phone Support request within the allotted time, the Partner will receive a credit of three (3) hours for each, separate occurrence.

Definitions

Service Unavailability – the number of minutes that SpearTip Managed Detection and Response Infrastructure, Equipment, Or Virtual Components are affected by a total outage, and the service solution is unable to render objectives described in the Statement of Work.

Example: The Security Operations Center has lost power and internet connectivity, and backup systems have failed to engage. The Security Operations Center is unable to monitor Partner networks or respond to security events.

Service Degradation – the number of minutes that SpearTip Managed Detection and Response Infrastructure, Equipment, or Virtual Components are affected by the partial outage, but the service solution is still able to render objectives described in the Statement of Work.

Example: A Partner dashboard is temporarily unavailable due to a configuration issue. The Security Operations Center is unaffected by the configuration issue.

Infrastructure - power systems and physical servers owned and operated by SpearTip, LLC.

Networking equipment - switching, routing, and firewall devices owned and operated by SpearTip, LLC that provide connectivity to the local network (LAN) and internet (WAN).

Virtual Components - private cloud infrastructure hosted on SpearTip, LLC infrastructure.

Security Event - an event involving intentional malicious activity occurring inside a Partner network or on a Partner endpoint.

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Appendix III. Park Forest Accounts Payable Form

SpearTip requires the following information be provided for billing purposes.

Attn (First & Last Name):	DenyseaGarDeras
Email Address:	dcarreras@vopf.com
Mailing Address:	350 Victory Drive Park Forest, IL 60466
Phone Number:	708-283-5603
Special Instructions:	Invoice processing deadline is 1:00 pm on Tuesdays. Payments are run on Friday

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AGENDA BRIEFING

DATE: **September 30, 2020**

TO: **Mayor Jon Vanderbilt**
Board of Trustees

FROM: **Thomas K. Mick,**
Village Manager

RE: **A RESOLUTION REVISING THE RULES OF ORDER AND PROCEDURE OF THE MAYOR AND BOARD OF TRUSTEES RELATED TO APPOINTMENTS TO VOLUNTEER BOARDS & COMMISSIONS**

BACKGROUND/DISCUSSION:
The Village Board of Trustees has a longstanding practice of abiding by a codified Rules of Order and Procedure which govern both meeting schedules and meeting protocol. This document is attached.

At a recent Village Board Meeting, a topic was discussed regarding review/appointment procedures for volunteer boards and commissions. Within the Rules of Order and Procedure, Section III, H is as follows and may be the most logical place for an amendment.

H. Appointments shall be submitted by the Mayor for advice and consent by the Board.

At the September 29th Rules Meeting, the Board discussed proposed amendment language. Based on Staff's recollection from the recent discussion, the following amendment is being brought forth for additional discussion.

H. Appointments **to volunteer boards, commissions or committees** shall be submitted by the Mayor for advice and consent by the Board. **Prior to any appointment being listed on a Regular Meeting agenda for vote, the application for such appointment will be shared with the Village Trustees a minimum of 14 days in advance.**

Recommended appointments of chairs and vice-chairs for volunteer boards, commissions or committees shall take into consideration board/commission/committee recommendations and shall be shared with Village Trustees at least 14 days in advance of being listed on a Regular Meeting agenda for vote.

Where possible, approved appointees to volunteer boards, commissions or committees will be encouraged to attend Village Board Meetings for introduction.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the October 5, 2020 Rules Meeting for Board discussion.

A RESOLUTION REVISING THE RULES OF ORDER AND PROCEDURE OF THE MAYOR AND BOARD OF TRUSTEES

WHEREAS, with the approval of Resolution R-10-34, the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, adopted Rules of Order and Procedure to govern the deliberations, meetings, and functioning of the Mayor and Board of Trustees, hereinafter referred to as "Board" of the Village of Park Forest, Cook and Will Counties, Illinois, hereinafter referred to as "Village" and the Committees thereof.

WHEREAS, in order to ensure efficient handling of public business of the Village of Park Forest, the Mayor and Board of Trustees have determined that it is in the best interest of the Village of Park Forest and its residents to amend the current Rules of Order and Procedure of the Mayor and Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED that the Rules of Order and Procedure of the Mayor and Board of Trustees are hereby amended as follows:

Section 1. The Rules of Order and Procedure are amended by adding the underlined language and deleting the overstricken language to read as follows:

RULES OF ORDER

I. Meetings

A. Regular meetings of the Board shall be held, as necessary, at the Village Hall on the third (3rd) and fourth (4th) Mondays (the latter as needed upon conference of the Mayor and Village Manager) of each month at 7:00 p.m. unless otherwise ordered at a regular meeting. Meetings shall adjourn no later than 11:00 p.m. unless continued by consent of two-thirds (2/3) of the members of the Board present.

B. Rules/Committee of the Whole Meetings of the Board shall, as necessary, be held at the Village Hall on the first (lst) and fourth (4th) Mondays (the latter as needed upon conference of the Mayor and Village Manager) of each month at 7:00 p.m. unless otherwise ordered at a regular meeting. Meetings shall adjourn no later than 11:00 p.m. unless continued by consent of two-thirds (2/3) of the members of the Board present.

C. In July and August the Rules/Committee of the Whole Meeting of the Board shall be held on the second Monday of the month and Regular meeting shall be held on the third Monday of the Month. In December the Rules/Committee of the Whole Meeting of the Board shall be held on the first Monday of the month and the Regular meeting shall be held on the second Monday of the Month

D. Special meetings may be held at any time at call of the Mayor or of any two (2) Trustees. The call shall be made in writing, duly signed, and be presented to the

Village Clerk. The Clerk shall immediately serve, or cause to be served, written notice of the special meeting on the Mayor and Trustees. The written notice shall include the agenda of the special meeting and shall be served, except in case of emergency, at least forty-eight (48) hours before the meeting. At a special meeting, no business other than that listed on the agenda shall be in order.

All meetings of the Board shall be open to the public and news media, except that a closed executive session can be declared as provided by law. The board may invite such persons to a closed executive session as may be required for advice and information. The executive session may not take final action on any matter under discussion

E . Saturday Morning Rules/Committee of the Whole Meetings shall generally be held on the first Saturday of each month primarily for the purpose of giving an audience to citizens. Saturday Meetings shall begin at 10:00 a.m. If citizens are present, the meeting shall remain in session until noon, adjourning at that time. If no citizens are present, the meeting may adjourn at 11:00 a.m. For each meeting, an agenda shall be prepared and posted and minutes shall be taken whether or not a quorum is present. No action may be taken at a Saturday Morning Rules/Committee of the Whole Meeting.

F. Notice of all meetings shall be given according to the Illinois Open Meetings Act. A schedule of meeting dates shall be adopted prior to January 1 of each calendar year.

II. Presiding Officer

A. The Village Mayor shall be the presiding officer at all meetings of the Board.

B. The senior trustee is hereby designated Mayor *pro tempore* and shall serve as temporary chair in the absence of the Village Mayor, unless another trustee is chosen by the Board. The senior trustee shall be the trustee who has the longest current continuous term of service on the board. If a tie exists, the presiding officer shall be chosen by lot from among those senior trustees. In the absence of both the Village Mayor and the Mayor *pro tempore*, the next senior trustee who is present shall chair that meeting.

C. In the absence of the Village Mayor the Village Clerk shall call the meeting to order and name the appropriate officer, per paragraph B above, as the presiding officer.

D. The presiding officer shall preserve order and decorum. The presiding officer may speak to a subject before the Board, but no more than once without relinquishing the chair. The presiding officer may speak to points of order in preference to the Trustees. The presiding officer shall decide all questions of order, subject to appeal to the Board. When two or more Trustees request the floor, the presiding officer shall name the order in which they are to be heard. In

case of any disturbance or disorderly conduct, the presiding officer shall have the power to have the meeting cleared of any or all visitors.

III. Conduct of Meetings

A. Quorum

A quorum for the transaction of business shall consist of four members of the Board.

B. Regular Meetings

The order of business shall be as set forth on the agenda. The general agenda format shall be:

1. Call to order, and in the absence of the Village Mayor, naming of the presiding officer by the Village Clerk
2. Roll Call
3. Pledge of Allegiance
4. Public Hearings
5. Reports of Village Officers
6. Reports of Liaisons to Advisory Boards and Commissions and Task Forces
7. Citizens' Comments, Observations, Petitions (Comments may be limited to five minutes per speaker and no more than three individuals shall address the same subject. The Clerk of the Board shall operate a timing device which indicates when each allotted time period ends. The same individual is prohibited from addressing more than two subjects in one meeting. Public comment on a topic may be restricted to a time limit of 30 minutes unless otherwise specifically granted by Presiding Officer).
8. Approval of the Consent Agenda including approving the minutes of the previous Board meeting or meetings and executive sessions.
9. Debatable Agenda
   (a) Second Reading of Ordinances
   (b) Unfinished Business
   (c) New Business, including the introduction of ordinances, resolutions, motions

10. Executive Session
11. Adjournment

C. Rules/Committee of the Whole Meetings

The order of business for Rules/Committee of the Whole Meetings shall be as set forth on the agenda. The general agenda format shall be:

1. Call to order, and, in the absence of the Mayor, naming of the presiding officer by the Village Clerk
2. Roll Call

3. Items for Discussion
4. Citizens' Comments, Observations, Petitions on matters on the meeting agenda (Comments may be limited to five minutes per speaker and no more than three individuals shall address the same subject. The Clerk of the Board shall operate a timing device which indicates when each allotted time period ends. The same individual is prohibited from addressing more than two subjects in one meeting. Public comment on a topic may be restricted to a time limit of 30 minutes unless otherwise specifically granted by Presiding Officer).
5. Reports of Village Officers: Manager, Trustees, Mayor, Clerk, Attorney
6. Executive Session
7. Adjournment

D. Disruptions

Disruptive behavior during any public comment or any other time during a Board meeting shall not be permitted.

1. "Disruption" Defined

Disruptions shall include:

a. Speaking when not recognized by the Presiding Officer.

b. Abusive comments and/or "personal attacks" directed to or relating to the Board, and Supervisor, any Village staff or Village employee.

c. Profanity, threats, or displays, including unauthorized "show of hands", placards, use of noise makers, applauding, jeers, "cat-calls" and similar demonstrative conduct.

d. Off topic discussions. Disruption includes public comment on a topic other than that under the jurisdiction of the Board, discussion on items other than that under the Agenda item under consideration by the Board.

E. Handling Disruptions

When a disruption occurs, the presiding officer shall first warn the party making the disruption of (1) the nature of the disruption, (2) that the disruption is not permitted, and, when appropriate, (3) if the disruption continue that such party may be ejected from the meeting. Repeated disruptions shall not be tolerated and any party or group which continues disruptive behavior after admonition shall be ejected by the Police Chief or his/her designee, or the meeting may be adjourned to a future date and time.

F. Saturday Morning Rules/Committee of the Whole Meetings

The primary order of business at a Saturday Morning Rules/Committee of the Whole Meeting shall be to give an audience to citizens for their comments, observations, and petitions. However, the agenda may include other matters for discussion as long as the audience to citizens is given precedence.

G. Agendas

1. The following agenda format shall be in force at regular board meetings:

   (a) The Consent Agenda shall contain matters which are repetitive in nature, purchases which have been authorized by budget and accompanied by adequate documentation as to conformance with budgetary and purchasing policy, appointments, and other routine matters. Any item on the Consent Agenda may be moved at the request of any member of the Board at any time. There shall be no debate or discussion regarding consent agenda items

   (b) The Debatable Agenda shall contain all ordinances and matters requiring further amplification or discussion.

2. The Village Manager shall, after consultation with the Village Mayor, prepare agendas for Regular and Rules/Committee of the Whole meetings in accordance with paragraphs III B and III C and shall distribute the printed agenda with all supporting documents not later than 48 hours before the meeting. Priority of business shall follow the printed agenda unless changed by the presiding officer, subject to approval of the Board of Trustees. The Village Mayor or any trustee may place a matter on the agenda for consideration by filing a written request with the Village Manager.

3. The Village Manager shall be responsible for ensuring that no item is deleted from a Rules/Committee of the Whole agenda and is listed in the order received.

H. Appointments **to volunteer boards, commissions or committees** shall be submitted by the Mayor for advice and consent by the Board. **Prior to any appointment being listed on a Regular Meeting agenda for vote, the application for such appointment will be shared with the Village Trustees a minimum of 14 days in advance.**

Recommended appointments of chairs and vice-chairs for volunteer boards, commissions or committees shall take into consideration board/commission/committee member recommendations and shall be shared with Village Trustees at least 14 days in advance of being listed on a Regular Meeting agenda for vote.

Where possible, approved appointees to volunteer boards, commissions or committees will be encouraged to attend Village Board Meetings for introduction.

IV. Duties of Members of the Board

A. While the presiding officer is putting the question or while business is being transacted, no Trustee shall leave the room except by consent of the presiding officer. No trustee shall speak or offer a motion without first addressing the chair and being recognized.

B. In speaking during the discussion of any question, members of the Board shall confine their remarks to the question under debate, avoiding personalities and refraining from impugning the motives of any other member of the Board or the staff. Members of the Board shall not speak more than once upon any subject until other members of the Board who wish to speak shall have relinquished the floor. Members of the Board shall not make comments that violate any law or village ordinance, particularly comments such as those related to a political campaign that violate Section 2-605 of the Village Code.

C. Every Trustee present when a question is stated shall vote thereon, unless he or she abstains.

V. Motions

A. No motion shall be debated unless it has been seconded. Any motion shall be submitted in writing, if requested by the presiding officer or any Trustee. If any motion or question contains two or more distinct propositions, the presiding officer or any Trustee may have it divided with the consent of the Board.

B. After a motion or resolution is stated by the presiding officer, it may not be withdrawn from consideration except by unanimous consent of the Trustees present.

C. When a blank is to be filled and different sums or times proposed, the question shall be taken first on the least sum or the longest time.

D. A motion to approve the consent agenda shall not be debatable.

E. A motion to reconsider may be introduced by any member of the Board on the prevailing side of the question at the same meeting at which the question was voted upon or at the next Regular Meeting of the Board. A motion to reconsider may only be presented at a Special Meeting at which there are present at least as many members of the Board as were present when the original vote was taken.

VI. Precedence of Motions

A. When a question is under debate, the following motions are in order and shall have preference over each other in the order listed:

1. Adjournment to a day certain

2. Adjournment
3. To take a recess
4. To declare an executive session
5. To lay on the table
6. The previous questions
7. To refer to committee
8. To amend
9. To substitute
l0. To defer or postpone to a time certain
11. To postpone

B. Number 2, 4, 5, and 6 are not debatable.

VII. Resumption of Business after Recess

A. The Board shall, at all recessed meetings, resume business at the same order on which it was engaged immediately preceding the last recess, with the exception of orders numbers 1 and 2 of Rule III B and C.

VIII. Voting

A. The yeas and nays upon all ordinances, contracts and expenditures of money shall be taken and entered on the minutes. The yeas and nays on any other questions acted upon by the Board shall be taken and entered on the minutes upon the request of any member of the Board made previous to such a vote, or immediately following.

B. The result of all votes shall be announced by the Village Clerk and no vote shall be changed after such announcement.

C. Except as provided by state law, the passage of all ordinances for whatever purpose, and of any resolution or motion (i) to create any liability against the village or (ii) for the expenditure or appropriation of its money shall require the concurrence of a majority of all members then holding office on the village board, including the village Mayor.

IX. Standing Committees

A. Standing committees of the Board shall be Committees A, B, and C. The Village Mayor shall be an ex-officio, non-voting member of each standing committee and shall not count toward the presence of a quorum. Each standing committee shall have four members and each trustee shall serve on two standing committees.

B. With the advice and consent of the Board, the Mayor shall appoint the committee chairs and assign Trustees to committees every two years, with the goal that each trustee serve as a committee chair at least once during his or her four year term. Standing committee assignments shall be made following each election, but no later than at the

first regular meeting in May of each year. Each committee shall enlist such assistance from other Trustees as the Committee or Board may find desirable. All committees may utilize staff in their deliberations and discuss assigned items with all interested parties including citizens, civic and service organizations, commissions, developers, other governmental units, and commerce and industry groups. No committee shall obligate the Village for the expenditure of any money in connection with the outside assistance, except with prior and proper authorization of the Board. The committee will keep the Board aware of the committee activities and will report any policy matters to the Board before any action, publicity or opinions are presented to the public.

C. Matters shall be assigned to standing committees as needed.

X. Committee Procedure

A. The Committee Chair shall schedule meetings on an "as needed basis."

B. All committees shall hold meetings in accordance with law.

C. Upon motion, the Board may, by a majority vote, discharge a committee of further consideration of a matter referred to it, and order the matter placed on the Board's agenda

D. The Village Mayor shall review all potential agenda items to determine if such matters should be assigned to a committee or included on the agenda of the Board of Trustees.

E. When a committee to which a matter has been referred, with instructions to report at a time named in the order of reference, is not ready to report at such time, the matter so referred shall, unless further time is warranted, be considered as though reported back without recommendation.

XI. Ordinances and Resolutions

A. All ordinances, resolutions, and motions shall be introduced to the Board in printed or written form.

B. Any proposed ordinances may be prepared or reviewed by the Village Manager or the Village Attorney as directed by the Board.

C. The Village Manager shall prepare copies of all proposed ordinances and resolutions, together with copies of the attachments and shall distribute these to the Board.

D. At least 48 hours before the first reading of an ordinance or presentation for adoption of a resolution or motion, all information concerning language and purpose of the ordinance, resolution or motion, as proposed, shall be distributed to the Board. With respect to resolutions or motions, the full text need not be

submitted if a reasonable explanation of its contents is presented within the required period.

E. The first reading of any ordinance shall be for information and assignment as required for study by the appropriate committee and/or advisory boards. There shall be no vote at first reading. A staff presentation of the proposed ordinance shall be made at first reading, and brief discussion and questions may be allowed at the pleasure of the presiding officer. The proposed ordinance will be placed on the agenda of the next rules meeting or can be assigned to the appropriate committee for full examination and discussion.

F. The second reading of an ordinance calls for final action. A roll-call vote shall be taken.

G. If an ordinance is amended in committee, it shall be reported in such revised form. Each Trustee shall be furnished with a copy of the revised ordinance.

H. Unless these rules are waived by the Board, Ordinances shall not be passed until they have had first reading at a regular or special meeting, discussion at a Rules/Committee of the Whole meeting, and second/final reading at a regular or a special meeting on three (3) separate days.

I. Except as otherwise provided by state law, any ordinance which contains a statement of its urgency in the preamble or body thereof, other than an ordinance adopted under Article 8 of the Illinois Municipal Code, may take effect immediately upon its passage provided that the corporate authorities, by a vote of 2/3 of all the members then holding office, so direct.

XII. Privileges of Floor

A. No persons, other than the presiding officer, trustees, village officers, or persons invited by the presiding officer or the Board, shall have the privilege of the floor, except as provided under Rules I and III of these Rules.

B. Persons other than the presiding officer, trustees, and village officers shall not be permitted to address the Board except upon introduction by the presiding officer or by the Chair of the appropriate committee.

XIII. Suspension of Rules

A. Any provision of these Rules other than article XVI, not governed by state law or Village ordinance, may be temporarily suspended at any meeting of the Board, by an affirmative vote of two-thirds (2/3) of the members of the Board present.

XIV. Appeal from Decisions of the Presiding Officer

A. Any Trustee may appeal a ruling of the presiding officer to the Board. If the appeal is seconded, the Trustee making the appeal may make a brief statement of the reasons for the appeal, and the presiding officer may briefly explain the ruling, but there shall be no debate on appeal and no other Trustee shall participate in the discussion. The presiding officer shall then put the question, "Shall the decision of the chair be sustained?" If the majority of the Trustees present vote "Aye," the ruling of the chair is sustained, otherwise it is overruled.

XV. Parliamentary Authority.

A. The parliamentary authority shall be *Robert's Rules of Order, Newly Revised,* 10th Edition, Perseus Publishing.

XVI. Amendment of Rules

These rules may not be amended except by a resolution submitted in writing and placed on the agenda of a regular meeting under the order of new business. This requirement shall be waived only by a unanimous roll call vote of those present.

Section 2. **Effective Date.** This resolution shall be in effect as of _____, 2020.

ADOPTED this _____ day of _____, 2020

APPROVED: **ATTEST:**

_____ _____

Mayor **Village Clerk**