AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES
PARK FOREST, IL

Village Hall 8:00 p.m. March 13, 2006

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor
Village Manager
Village Attorney
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: A Motion to approve the minutes of the Regular Meeting of January 9, 2006; the minutes of the Public Hearing of January 23, 2006 and the Saturday Rules meeting of February 18, 2006

2. Resolution: A Resolution Authorizing Representation and Filing of a 2005 Undervaluation (Underassessment) Complaint with the Cook County Board of Review

3. Resolution: A Resolution Approving a Lease Agreement By and Between the Autumn Ridge LP, an Illinois Limited Partnership and the Village of Park Forest

4. Resolution: A Resolution for Rules for Public Access Programming

DEBATABLE:

5. Ordinance: An Ordinance Amending Chapter 2 of the Code of Ordinances of the Village of Park Forest (Purchasing Policies)

6. Ordinance: An Ordinance Amending Ordinance No. 1820 Adopting the Annual Budget for the Year Commencing July 1, 2005 and Ending June 30, 2006

Adjournment

NOTE: Copies of all agenda items are available in the Village Hall Lobby

MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees approve the minutes of the Regular Meeting of January 9, 2006; the minutes of the Public Hearing of January 23, 2006 and the Saturday Rules meeting of February 18, 2006

2. MOVED that the Mayor and Board of Trustees approve a Resolution authorizing representation and filing of a 2005 undervaluation (Underassessment) Complaint with the Cook County Board of Review

3. MOVED, that the Mayor and Board of Trustees approve a resolution approving a lease agreement by and between the Autumn Ridge LP, an Illinois Limited Partnership and the Village of Park Forest

4. MOVED, that the Mayor and Board of Trustees approve a resolution for Rules for Public Access Programming

3-13-06

MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

Village Hall 8:00 p.m. January 9, 2006

Present: Trustees Brandon, Brown, Dillard, Kopycinski, Kramer, McCray (8:15 pm), Mayor Ostenburg

Absent: Attorney Mathias Delort

Also Present: Village Manager Tom Mick, Assistant to Village Manager Napoleon Haney, Library Board President Penny Shnay, Public Information Officer Jerry Shnay, Lt. Steve Bobzin, Fire Administrator Ron Welch, Director of Public Health Christine Blue, Finance Director Mary Dankowski, Director of Public Works Ken Eyer, Director of Community Development Larry Kerestes, Director of Economic Development & Planning Hildy Kingma, Village Clerk Dawn Robinson, and over 40 residents.

Mayor Ostenburg called the meeting at 8:00 p.m. Roll Call was taken and a quorum established. He then led the audience in reciting the Pledge of Allegiance.

Mayor President slightly altered the agenda and put the resolution first to honor the life of Leonard Robinson, Sr.

The resolution recognized the life of Leonard Robinson, Sr. and his numerous contributions to the Village of Park Forest. Members of his family including his wife and children were present to formally receive the resolution. Mayor Ostenburg commented about Mr. Robinson's appointment to the Commission on Human Relations. Trustee Brown also commented and Trustee Brandon offered words of comfort for their long relationship. There were additional sentiments expressed by Trustees Dillard, Kramer, and Kopycinski. Trustee McCray commented on their work with the Rotary Club and Trustee Dillard added Mr. Robinson's civic image is part of the record of the Village of Park Forest in the Smithsonian exhibit in Washington, D.C.

There were comments expressed by the audience that cemented the resolution about Mr. Robinson as a friend, resourceful neighbor and resident.

Reports of Village Officers

Mayor

Mayor Ostenburg stated there was a meeting this past Saturday with the Village Board and Library Board. It had a very productive outcome and Mayor Ostenburg stated his hope to have similar meetings with other elected bodies in our region.

Village Manger

Manager Mick presented a 3rd installment of the public education series. This presentation was given by Fire Administrator Ron Welch and Lt. Steve Bobzin. Lt.

Bobzin presented the Village of Park Forest Emergency Operation Plan. Lt. Bobzin, the Emergency Management Coordinator, stated the plan is a living plan designed to set up a clear line of authority and describes how the community is protected with various response and recovery activities.

He stated that all departments and employees of the Village of Park Forest are involved at some point when an emergency hits. There will be damage assessment, including animal care as learned by the tragic events of the recent hurricane. He stated this was a joint effort, one to keep working at and he presented a brief outline. The operation center is currently located at the central communication center at the Fire Station. Fire Administrator Welch stated there is a petition for grant money to update the training room and noted his appreciation to all departments for their input.

Trustee Brandon applauded Manager Mick for his organization of these public education seminars and thought it was very beneficial information to the residents of Park Forest. Trustee McCray did question the possibility of NIMS training. Fire Administrator Welch stated there were opportunities available and he would go online and get training information and forward to it those interested. The information is accessible under training at FEMA's website. Manager Mick added that he hoped to increase public educational efforts and to educate the 23,462 residents at home.

Manager Mick introduced Steve Simon who presented the Science Speaker series from January 21 through February 18 at Freedom Hall which highlighted different aspects of science. Mr. Simon, a scientist at the University of Chicago stated this event is publicized directly through the schools. The speakers are all volunteers including scientists from the Field Museum and Adler Planetarium and a NASA engineer. He commented the beginner level is the fourth grade level but all are invited to participate. Trustee Dillard commented she was hopeful about teacher contact with each district. Trustee Kramer questioned if contact was made with District #201U and Mr. Simon stated he would contact District # 201U for the University Park area.

Village Clerk

Village Clerk Robinson stated there are two Village Trustee seats up for election in the March 21 election. Tuesday, January 10 is the last day for any person wishing to run for the office of Village Trustee to file their petitions. The petitions must be filed in the Manager's office by 5 pm.

Reports of Commission Liaisons and Committee Chairpersons

Trustee Brandon commented there is a vacancy on the Environment Conservation Commission. The Commission will be planning for Earth Day on the first Saturday in May. Plans are being generated and there is a plan for Park Forest Arbor Day possibly toward the end of September.

Trustee Brandon commented on a resident's request about the new electrical requirements and possible layout of requirements to make the residence up to code. Director Kerestes responded the best answer is to contact a license certified electrician to get an evaluation. He added any resident can contact the building department at 503-7703 for a list of licensed electricians in the Village of Park Forest.

Trustee Dillard stated the Commission on Human Relations committee will meet Tuesday, January 10 at 7:30 p.m. There are applications for nominations for the Good Egg awards available for those residents who have made significant contributions to human relations in the south suburbs. The deadline is February 28 to submit nominations.

Trustee Brown stated the Youth Commission meets Tuesday, January 10 at 7:00 p.m.

Trustee Kramer stated the Plan Commission has vacancies ready to be filled. Please contact Sandi Black at Village Hall to apply.

Trustee Kopycinski stated the Senior Commission met on January 3 and there is one vacancy on the Commission. The Senior Commission discussed utility assistance for low income Will County residents and is planning for the upcoming senior fair which will be publicized as a fair to cover all areas related to senior life, not just health issues. All interested parties and vendors, should contact the Health Department. The upcoming meetings will be held at Victory Place and there will be a discussion on Medicare Part D and alerts regarding home health care. There will be Senior Commission representatives on hand at the January 23 meeting to give a report.

Mayor Ostenburg reminded the residents of Park Forest that due to resignations there are ten vacancies across the commissions and there is hope to keep a pool of potential applicants on file to fill vacancies as they occur. There will be new appointments and reappointments on the agenda of the next meeting.

Citizens Comments

Janet Muchnik, invited the Board and residents to the opening reception for the exhibit, the Remnant of Ritual African Art on Friday, January 13. The exhibit represents the West Coast of Africa through the Congo and Tanzania. Ms. Muchnik said that in her attempt to notify surrounding communities about the exhibit, she experienced difficulty in accessing their information via the internet. She found little contact information for their local elected officials, various municipal services and she offered compliments to the Board for supporting the technological efforts put into the Village of Park Forest's website. She also presented information on the Art Film Series. She noted that there are new owners of the theater and there is a surprising audience for art films in the area. These films are presented on the 2nd Sunday of the month and she described the upcoming films. Tickets for the entire art film series tickets are available for $25 and there is a wine cheese reception following each film.

Dee Dee Diffenderfer, commented that residents are not adequately shoveling sidewalks.

Katherine Armstrong, commented on the minutes from December rules meeting and the meeting with the Assessor's office regarding the increased property taxes.

Consent Agenda

Mayor Ostenburg asked if any Trustee wanted any item removed from the consent agenda and placed on the debatable agenda. There was no request to do so.

Trustee Kramer moved that the consent agenda and all items therein be approved , Trustee Dillard seconded the motion, the motion passed unanimously with a voice vote. Mayor Ostenburg read the items on the consent agenda:

1. Moved, that the Mayor and the Board of Trustees approve the minutes of the Regular Meeting of October 10, 2005; the minutes of the Rules Meeting of November 21, 2005; the minutes of the Saturday Rules of December 3, 2005; and the minutes of the Saturday Rules Meeting of December 17, 2005
2. MOVED, that the Mayor and Board of Trustees adopt a Resolution Recognizing the Life of Leonard Robinson, Sr. and his Contributions to the Village of Park Forest
3. MOVED, that the Mayor and Board of Trustees adopt a Resolution Authorizing the Village to Execute the 2005 Community Development Block Grant Program Year Agreement with the County of Cook, IL for Project Number 5-079 ($100,000) for Street Light Replacement
4. MOVED, that the Mayor and Board of Trustees adopt a MFT Resolution for Engineering Services for CDBG Project
5. MOVED, that the Village Manager is authorized to Execute a Professional Services Agreement with Azavar Technologies Corporation for the Purpose of Auditing Utility Taxes on Behalf of the Village of Park Forest
6. MOVED, that the Village Manager is authorized to Execute an Engineering Services Agreement with Baxter & Woodman for CDBG Street Lighting Projects
7. MOVED, that the Village Manager is authorized to Purchase a Village Hall Phone System.

Mayor Ostenburg called for a motion to adjourn. Trustee Kramer motioned that the meeting be adjourned, Trustee Brandon seconded the motion. The motion was passed unanimously by a voice vote and the meeting was adjourned at 9:30 pm.

Dawn Robinson
Village Clerk

MINUTES OF THE PUBLIC HEARING TO SOLICIT PUBLIC COMMENT FOR THE VILLAGE OF PARK FOREST 2006 COOK COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Village Hall 7:30 p.m. January 23, 2006

In absence of President Ostenburg, senior Trustee Ken Kramer was designated by the Village Clerk the meeting's President Pro-Tem. President Pro-Tem Kramer called the public hearing to order at 7:33 pm. He stated this is the first public hearing for the citizens' publication to solicit public comment for the Village of Park Forest 2006 Cook County CDBG program. Trustees Kramer, McCray, Dillard, Kopycinski and Brandon were present.

President Pro-tem Kramer introduced Assistant to the Village Manager, Napoleon Haney who presented the topic. Mr. Haney stated this is the Village of Park Forest's annual CDBG participation process with background of the citizens participation plan, which explains the application process, deadline, due dates and the Village's desire to encourage residential input. Mr. Haney stated the CDBG process, the monies are authorized by HUD and allocations are then made to the project by county jurisdiction and then funded to municipalities.

The funding available is $10.8 billion nationally and those monies allocated have been slashed by 10%. This is not absorbed by HUD but passed on to the municipality level. There was approximately $100,000 allocated to HUD for the Village of Park Forest and the eligible CDBG areas of Village of Park Forest have to be areas of 48% low to moderate income. The boundaries are Central Park Avenue/Sauk Trail, Orchard Drive and the old railroad and Eastgate are inclusive.

There is 43.9 % eligible Village wide for CDBG area, an increase from the 1990 census. This is an increase from the previous standard of 8-9%.

The eligibility covers housing, infrastructure improvements related to retaining business, and the entire gamut of capitol improvements.

The application is due by February 22 at 4:30 pm and is required to have 2 Public Hearings. The second public hearing will present the final application to the Board and the public. The staff recommended the monies be directed to the continuation of the street lighting project which is detailed as multi tier street lighting project.

Included with the Mr. Haney's memo were letters from Cook County to the Village of Park Forest. The first letter for Project 05009 shows the Village of Park Forest had already been awarded the grant and requested reprogramming of previous monies received.

Trustee McCray questioned the original request for $300,000. Mr. Haney stated the monies now received can complete the project area if exceeded.

Trustee Kramer questioned if there is an opportunity for Will County to pursue similar funding. Mr. Haney responded that Will County has the exact same program and he will look into similar project for those areas of the Village in Will County. Trustee Kramer said he knew there were varied infrastructure projects needing to be addressed.

Trustee Kopycinski questioned why such a large area of the cooperative qualified. He wondered about the criteria for similar areas such as Western Avenue.

Mr. Haney responded these areas were never CDBG eligible areas as the criteria went from single digit to double digit eligibility.

Citizen Comments

Resident #1 questioned how many new posts are going up. Mr. Haney responded there will be about 19 lights will be replaced which would be around $100,000.

President Pro-tem Kramer called for a motion to adjourn the public hearing. Trustee Kopycinski motioned the public hearing be adjourned and Trustee Dillard seconded the motion. The public hearing was adjourned at 7:50 p.m.

Dawn Robinson
Village Clerk

VILLAGE OF PARK FOREST
BOARD OF TRUSTEES
SATURDAY RULES MEETING
February 18, 2006

PRESENT: Village Trustees Mae Brandon, Harold Brown, Bonita Dillard, Ken Kramer and Robert McCray; Director of Economic Development and Planning Hildy Kingma; Resident Edward Fischer

Senior Trustee Kramer called the meeting to order at 10:06 a.m.

Resident Edward Fischer suggested that items such as the presentation by the Chess Club be listed on the agenda for Village Board meetings. He stated that this would enable residents to be aware of what is scheduled to be presented at each meeting. Trustee Kramer stated that if the information is received early enough, it would be helpful to list these items to inform citizens of what will be on the agenda. Ms. Kingma stated that she would inform the Village Manager, and he could perhaps include these items as part of the Manager's Report.

Mr. Fischer questioned why John Ostenburg is sometimes referred to as "President" and sometimes as "Mayor". Trustee Kramer stated that according to state statute, the two titles are legally interchangeable. The Board agreed that to avoid confusion, Mr. Ostenburg should consistently be referred to as either "President" or "Mayor".

Trustee Brown stated that he would like to congratulate Ms. Kingma and her department for the meeting Friday morning with the Downtown business representatives. He stated that the meeting was well done. Ms. Kingma commented that there were over 30 business people at the meeting, and they all represented Downtown businesses.

Ms. Kingma informed the Board that a pizza restaurant and a dollar store are scheduled to open in the Downtown. She stated that both of these businesses will be located in the section of the Downtown that is owned by Matanky.

Trustee Brown stated that each member of the Board has received copies of a letter from a resident objecting to the proposed skate park at Indiana Park. He stated that the citizen had requested a meeting of residents in the area around Indiana Park, and he feels that a meeting should be held for the people that live in the area around the proposed skate park to obtain feedback from residents on the location of a skate park in that area. He added that he intended to make a presentation at the February Recreation and Parks Board meeting voicing his opinion on living across the street from the skate park at Forest Trail, but the meeting was cancelled. Trustee Brown explained that he does not want the skate park at Forest Trail gone, but there is a loss of value to his property as a result of the skate park being located there. He stated that the majority of youth that use the park are good kids, but people do not know that by looking at them, and the park is noisy, and this could scare away potential buyers and make it more difficult to sell property in this area.

Trustee Brown stated that he is the Board liaison to the Youth Commission. He stated that the members of the Youth Commission originally had the idea for the skate park at Indiana Park, but they were informed that there was not enough money to build a skate park at Indiana Park at that time. He added that the members of the Youth Commission have indicated that now, without their knowledge, there is going to be a skate park, and they are upset and feel they have been left out of the process and have been pushed aside.

Trustee Brown commented that the idea of a skate park at Indiana Park is being pushed too hard and the process was not properly done. He stated that there was no meeting of residents in the area, and no Youth Commission involvement.

Trustee Kramer stated that the Village has commissions, but the Village does not always listen to the suggestions of the members of the commissions. He stated that this is also a problem with the Environment Conservation Commission.

Trustee Brown stated that the Youth Commission has no direction and no idea of what they are being asked to do. He stated that the members are not aware if they need a quorum to meet. He added that the members of the Youth Commission need training and direction as to what they are supposed to be doing. Trustee Brown stated that there is no communication, and the staff liaison is not even aware when youth are appointed to be members of the Youth Commission. He suggested that a handbook be prepared for members of commissions to inform them of what their role is as a commissioner. He added that all commission members should also have a card identifying them as active members of a commission.

Trustee Brandon stated that she has expressed concerns to Mayor Ostenburg about this problem with the Village commissions. She stated that the Chairs of the Youth Commission and the Environment Conservation Commission don't understand the responsibilities of the commission. She stated that the members of a commission need to understand the mission of the commission and their roles as commissioners. She added that the Village is always asking for residents to serve on commissions, but there is a large amount of time between when a resident applies to be on a commission and when they are actually appointed to the commission. Trustee Brandon stated that Mayor Ostenburg had indicated that he would be addressing this problem.

Trustee McCray stated that the Village needs a handbook to orient new commissioners and detailing the mission of the commission. Trustee Dillard suggested that a meeting be held for the members of all of the Village commissions explaining the role of commissioners. She stated that the meeting would be more immediate than a handbook, but a handbook is also needed. Trustee Brandon stated that there should be ongoing meetings with new commissioners to explain their roles and introduce them to the duties of a commissioner. Trustee Dillard suggested that the public be invited to these meetings to encourage participation in a commission. Trustee Brown stated that when the terms of commissioners expire, they need to be re-appointed on a timely basis. He added that there should be an annual meeting for both new and re-appointed commissioners.

Trustee McCray suggested that a public display in Village Hall be prepared listing all of the Village commissions, the dates and times the commissions meet, the names of the commissioners and the length of time they have served on the commission. Ms. Kingma stated that the dates and times of the commission meetings are listed on the cable channel.

Mr. Fischer suggested that the commissioners be supplied with a copy of *Robert's Rules of Order*. Trustee Kramer stated that the Chair of each commission could be supplied with an abbreviated copy of *Robert's Rules of Order*.

The Board agreed to discuss with Mayor Ostenburg setting up a meeting with commission members, and the possibility of creating an informational handbook for new commissioners.

Trustee McCray questioned if when the Village holds neighborhood meetings, are there already neighborhood organizations existing in these various neighborhoods. Trustee Brandon stated that neighborhood organizations have been formed in some of the Village neighborhoods. Trustee Dillard stated that the police have been trying to set up neighborhood watch groups in the different neighborhoods in the community. Trustee McCray stated that there needs to be a meeting of the residents in the West Lincolnwood area to address resident concerns regarding the proposed skate park. He questioned why the tennis court at Indiana Park is in disrepair and is not being refurbished. Trustee Brandon stated that the letter from the resident regarding the skate park also expressed concern with drugs and gangs in the West Lincolnwood area, with large groups of youth hanging around, and the lack of police response to the area. Trustee Dillard stated that the purpose of the neighborhood watch is to call police when there is a problem or when a resident spots this type of activity. Trustee McCray commented that having squad cars present is a deterrent to some of this activity.

Trustees Kramer and McCray departed the meeting at 10:55 a.m. to attend “Saturday Science Fun” at Freedom Hall.

The group discussed the 13 properties that the Village is trying to obtain through the no-cash bid process. Ms. Kingma stated that the Village would not be able to obtain all of these properties, and would have to set priorities as to which properties to pursue.

Trustee Brandon expressed concern that the Blackhawk shopping center seems to be more and more in disrepair.

Ms. Kingma requested that the Board agree upon a date for the groundbreaking for the Victoria Place subdivision. She stated that Bigelow is planning to start the development very soon. She informed the Board that Bigelow is planning a grand opening after the models have been completed.

Trustee Dillard requested that since there are no members of the public present, there be a motion to adjourn.

Trustee Brown made a motion, seconded by Trustee Brandon, to adjourn the meeting. All in favor. Trustee Dillard stated that it has been moved and seconded to adjourn the meeting. The meeting was adjourned at 11:05 a.m.

Respectfully submitted,

Phyllis Dyrda, Recorder

VILLAGE OF PARK FOREST

MEMORANDUM

TO: **John A. Ostenburg, Mayor**
Village Board of Trustees

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

DATE: **March 8, 2006**

RE: **A RESOLUTION AUTHORIZING REPRESENTATION AND FILING OF A 2005 UNDERVALUATION (UNDERASSESSMENT) COMPLAINT WITH THE COOK COUNTY BOARD OF REVIEW**

BACKGROUND/DISCUSSION:
The Village, in its efforts to correct property assessment values associated with properties in the various Park Forest Cooperatives, must take a more active role in the assessment processes of the Cook County Board of Review. The Village has a revenue interest in the assessed valuation of these properties because improper valuations (undervaluations) impact other segments of the community. At the Village advice of the Village's legal counsel, the Village will begin taking a more active role with the adoption of the attached 3 Resolutions. These resolutions will allow the Village's legal counsel to act on Park Forest's behalf regarding the valuations established for the following property identification numbers, all of which fall in Bloom Township:

32-30-325-001-0000
32-30-326-002-0000
32-31-117-012-0000
32-31-120-004-0000
32-31-121-001-0000
32-31-125-003-0000

32-30-104-006-0000
32-30-104-007-0000

32-30-319-001-0000
32-30-320-001-0000
32-30-321-001-0000
32-30-322-001-0000
32-30-323-001-0000
32-30-324-001-0000

Time is of the essence to adopt the attached Resolutions prior to March 20. The Resolutions have been drafted by Attorney Scott Longstreet, an associate of Village Attorney Mat Delort.

SCHEDULE FOR CONSIDERATION:
These 3 Resolutions will be on the Consent Agenda of Monday, March 13 Regular Meeting for Board consideration and adoption.

VILLAGE OF PARK FOREST

MEMORANDUM

TO: **John A. Ostenburg, Mayor**
Village Board of Trustees

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

DATE: **March 2, 2006**

RE: **A Resolution Approving a Lease Agreement By and Between the Autumn Ridge LP, an Illinois Limited Partnership and the Village of Park Forest**

BACKGROUND/DISCUSSION:
Over the course of the past few years, the Village conducted a number of infrastructure studies. One such study was to assess fire flow capacities throughout the community. The Village learned that the southeast quadrant of the community had fire flow deficiencies to a level that would encourage consideration of correcting this problem. Since this discovery, the Village has been deliberating the construction of a new water tower to alleviate this issue with the preferred location of the water tower to installed near the Autumn Ridge Apartment Complex.

In the fall of 2005, Village Staff began meeting regularly with representatives of Kinzie Development, the ownership group for Autumn Ridge to discuss optimal location for the new water tower. The major points of the lease agreement are as follows:

- Lease term is for 99 years

- Lease payment is $1,000 per year with 5% incremental increase every five years within the lease.

- The Village has 120 days from execution of the lease to conduct additional due diligence on the property to assess final suitability for water tower construction.

- The Village has the right to terminate the lease agreement at any point in its duration with 60 days notice. The Village would, of course, have to restore the site to its original condition.

- The Village agrees to share on 50% of all cellular antenna revenues that might be generated with the new water tower.

The attached lease agreement is the result of staff's work with Kinzie Development. The lease agreement and the associated enabling Resolution have been review by Attorney Howard Metz, an associate of Village Attorney Mat Delort.

SCHEDULE FOR CONSIDERATION:
This issue will be on the consent agenda of the March 13, 2006 Regular Meeting for Board consideration and approval.

RESOLUTION _____
A Resolution Approving a Lease Agreement By and Between Autumn Ridge LP, an Illinois Limited Partnership and the Village of Park Forest

BE IT RESOLVED, by the President and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the Lease Agreement By and Between Autumn Ridge LP, an Illinois Limited Partnership and the Village of Park Forest, in the form substantially as attached hereto as Exhibit A and made part hereof, is hereby approved.

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

PASSED this _____ day of _____, 2006.

APPROVED:

_____
Village President

ATTEST:

_____
Village Clerk

LEASE AGREEMENT

Lease Agreement made as of the _____ day of _____, 2006 (this "Lease"), by and between Autumn Ridge LP, an Illinois limited partnership ("Lessor"), and the Village of Park Forest ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessee has determined that an additional water tower is necessary to remedy and enhance the municipal water system of the Village of Park Forest; and

WHEREAS, Lessee desires to locate the water tower on certain property currently owned by Lessor; and

WHEREAS, Lessor has offered to lease such property to Lessee according to the terms as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other valuable consideration, it is mutually agreed between Lessor and Lessee as follows:

1. Lease of Property. Lessor agrees to lease to Lessee the property (the "Leased Premises") legally described on Exhibit A attached hereto, which Exhibit is hereby incorporated into this Lease and made a part hereof. Lessee shall have one hundred twenty (120) days from the execution of this Lease to perform its due diligence with regard to the Leased Premises. During this time, Lessee may perform tests on the Leased Premises to determine its suitability for the intended purposes. If Lessee determines that the Leased Premises is not suitable for its purposes, Lessee may terminate this Lease and all Lessee's obligations shall become null and void. Lessee acknowledges that Paragraph 13 governs the restoration of the Premises in the event Lessee terminates this Lease.

2. Lease Term. The term of this Lease shall be for ninety-nine (99) years, commencing on the date hereof and, unless terminated earlier pursuant to the terms of this Lease, ending on _____, 2105. Lessee shall have an option to extend this Lease for an additional fifty (50) years by providing written notice to Lessor any time before the expiration of the original ninety-nine (99) year term (such original term, as it may be extended, the "Lease Term").

3. Lease Payments. Lessee agrees to pay Lessor the amount of One Thousand Dollars ($1,000) per year, subject to increase as provided below, during the Lease Term. The annual rent shall be payable in equal quarterly installments (each, a "Lease Payment") on January 25, April 25, July 25 and October 25 of each year during the Lease Term, provided that the last Lease Payment shall be prorated based upon the actual termination date of this Lease. Should any day that a Lease Payment is due fall on a non-business day, the Lease Payment shall be due on the next business day. Lessor shall invoice Lessee no less than two weeks prior to each Lease Payment date, provided that the failure of Lessor to so invoice Lessee shall not relieve Lessee of its obligation to make any Lease Payment on the due date therefor.

On each fifth (5th) anniversary of the date hereof during the Lease Term, the annual rent for the next five (5) year period shall increase by five percent (5%) of the amount thereof

payable during the immediately preceding five (5) year period. The first increased Lease Payment shall be due on the January 25, 2011.

All Lease Payments shall be made to Lessor and shall be delivered to Lessor at its Property Office, 119 East Sycamore Drive, Park Forest, Illinois 60466.

4. Use of Leased Premises. The Leased Premises shall be used by Lessee solely for the purposes of constructing, operating and maintaining a spheroid water tower to support and enhance the Village of Park Forest's municipal water system and for no other purpose. Lessee shall use the Leased Premises and operate the water tower in compliance with all applicable laws and regulations, including without limitation municipal regulations and zoning requirements. Lessor shall have the right to approve the appearance of the water tower, including without limitation the color thereof and any graphic designs thereon and any surrounding fencing and landscaping, provided that such approval shall not be unreasonably withheld.

5. Assignment and Subleasing. Lessee shall not transfer, assign, mortgage, pledge or hypothecate the Leased Premises without Lessor's prior written consent, not to be unreasonably withheld. Lessee shall also obtain Lessor's written approval, not to be unreasonably withheld, prior to entering into any sublease or other transaction resulting in any signs, flags, cell towers or other appurtenances becoming attached to the water tower and/or any portion of the Leased Premises. In the event Lessee, with Lessor's approval, does enter into any such transaction, Lessee shall split any revenues received from such transaction on a fifty percent (50%) basis with Lessor. These additional payments shall be remitted concurrently with the Lease Payments. Lessor shall not be responsible for any costs associated with the attachment of any such appurtenance, including without limitation the costs of any electrical or other utility service required in connection therewith, and Lessee shall indemnify Lessor for any loss, cost or damage sustained by Lessor as a result of the installation of any such appurtenance.

6. Construction License. Lessor agrees to grant Lessee a temporary license to use that portion of Lessor's property immediately adjacent to the Leased Premises (as specifically described on Exhibit B hereto, the "Licensed Premises") for the purposes of constructing the water tower**,** such license to terminate upon completion of construction.

7. Construction of Water Tower. Lessee shall be solely responsible for the construction of the water tower. Such construction shall be undertaken in accordance with plans and specifications duly stamped by a qualified engineer, in compliance with all applicable laws and regulations (including without limitation municipal regulations and zoning requirements) and free and clear of any lien or encumbrance. Such construction shall be prosecuted diligently, in a good and workmanlike manner and utilizing the quality of construction and materials generally utilized by similarly situated communities for projects of a like nature. Lessee shall, at its sole cost, cause the base of the completed water tower to be screened from view by fencing and landscaping. Lessee shall make a reasonable effort to ensure that the landscaping complements the general appearance of Lessor's adjacent property. Lessee shall provide Lessor with thirty (30) days' written notice prior to the commencement of construction. The construction shall be completed within three hundred sixty-five (365) days from the commencement date, which date shall be the first day on which equipment and/or materials are brought to the Leased Premises. If the repair is not completed within such three hundred sixty-five (365) day period, Lessee shall remit to Lessor as additional rent the amount of One Thousand Dollars ($1,000) per week for each week that the construction has not been completed, such payments to be made on the first business day following the end of the three hundred sixty-

five (365) day period and each week thereafter until the construction of the water tower has been completed. During construction, Lessee shall maintain a secure area surrounding the Leased Premises and the Licensed Premises.

Lessee further agrees that any damage to Lessor's adjacent or surrounding property sustained during the construction of the water tower will be promptly repaired at Lessee's expense. Such repairs shall be completed in accordance with the standards of workmanship utilized by Lessor on its such property. Such repairs shall be initiated and completed promptly upon the identification of the damage and in any event within forty-five (45) days after identification thereof. If the repair is not completed within such forty-five (45) day period, Lessee shall remit to Lessor as additional rent the amount of One Thousand Dollars ($1,000) per week for each week that the repairs have not been completed, such payments to be made on the first business day following the end of the forty-five (45) day period and each week thereafter until the repairs have been completed. If there are any seasonal impediments to making the appropriate repairs, then Lessee shall provide written notice of such to Lessor (such notice to include the anticipated earliest practical start date for such repairs), and, subject to Lessor's agreement that it is then impracticable to commence the repairs, Lessee shall commence the repairs on the earliest practical start date. In such event, the additional rent due from Lessee shall begin to accrue forty-five (45) days after the specified earliest practical start date. Notwithstanding the foregoing, in the event Lessee does not commence the repairs in a timely fashion, Lessor shall have the right, at its option upon ten (10) days' written notice to Lessee, to make the necessary repairs and charge Lessee for the cost thereof (including any supervisory costs) in addition to the additional rent.

8. Access. Lessor shall allow Lessee access to the Leased Premises at all times during the Lease Term for the purposes of operating and maintaining the water tower and other improvements, provided that Lessee shall use reasonable efforts not to interfere with the use and quiet enjoyment of Lessor's adjacent property by Lessor and its other tenants and invitees. If necessary, Lessor agrees to grant Lessee an additional access license over Lessor's adjacent property for the purposes of operating and maintaining the water tower. Notwithstanding the foregoing, Lessor shall have the right at any time and from time to time to require Lessee to access the Leased Premises via particular routes of ingress and egress.

9. Maintenance and Repair of Water Tower. Lessee shall be responsible for the maintenance and upkeep of the water tower and any other improvements, including without limitation any fencing, screening and landscaping, on the Leased Premises. Such maintenance shall include ongoing, anticipated maintenance, such as regularly scheduled painting, and unanticipated repairs, including those resulting from acts of vandalism and defacement. All such maintenance and repair work shall be prosecuted diligently, in a good and workmanlike manner and utilizing materials of a quality generally utilized for similar projects. Lessee shall provide Lessor notice prior to performing maintenance work on the water tower. If the work is anticipated to require no more than three (3) working days, Lessee will provide at least one (1) week's notice thereof. If Lessee anticipates the work will require more than three (3) working days, Lessee will provide at least one (1) month's notice thereof. Notwithstanding the foregoing, Lessee shall have the right to access the premises to provide emergency repairs on the water tower without prior notice to Lessor, provided that Lessee shall promptly thereafter notify Lessor of the emergency repair work undertaken.

In the event of substantial damage to all or any portion of the water tower, Lessee shall have the right, at its option upon written notice to Lessor, to either (a) terminate this Lease in

accordance with the provisions of Paragraph 12 and return the Leased Premises to Lessor in accordance with the provisions of Paragraph 13 or (b) at Lessee's sole cost and expense, to repair and restore the water tower to its condition and quality immediately prior to the damage. To the extent that such work requires major reconstruction of the water tower, Lessee shall reconstruct the water tower in accordance with the requirements for the initial construction thereof described in Paragraph 7.

10. Insurance. Lessee shall maintain comprehensive general liability insurance during the term of this Lease with a minimum coverage amount of at least Five Million Dollars ($5,000,000) per person per occurrence. The amount of insurance coverage required to be maintained by Lessee hereunder, shall be adjusted for inflation every five (5) years during the Lease Term by multiplying such amount by a fraction, the numerator of which is the value of the Consumer Price Index – U.S. City Averages for Urban Wage Earners and Clerical Workers, All Items of the United States Department of Labor, Bureau of Labor Statistics, or such other government index or computation that may hereafter replace such Index (the "CPI") in effect as of the date of adjustment and the denominator of which is the value of the CPI in effect as of the date hereof or the date of the immediately prior adjustment, as the case may be. Lessor may make such other reasonable adjustments to the amounts and types of insurance coverage required hereunder as Lessor shall deem necessary or appropriate in its reasonable discretion, but no more often than one (1) time during each ten (10) year period; provided that, if Lessor sells the Leased Premises, the purchaser shall have the right, exercisable within three (3) months of the closing of the purchase (regardless of whether or when Lessor last made any such adjustments), to make such reasonable adjustments to the amounts and types of insurance coverage required hereunder as such purchaser shall deem necessary or appropriate in its reasonable discretion. Lessor shall provide notice to Lessee of any such adjustment in the amount or type of additional insurance coverage required to be maintained by Lessee hereunder, and Lessee shall promptly obtain such additional coverage upon receipt of such notice.

Lessee shall cause Lessor and its affiliates and partners to be named as additional insured persons under the insurance policies required to be maintained hereunder. Lessee shall provide Lessor with evidence reasonably satisfactory to Lessor of all insurance required to be maintained pursuant to this Paragraph 10 prior to the commencement of construction of the water tower and annually thereafter throughout the Lease Term.

11. Costs. Lessee shall be fully responsible for all costs associated with constructing, operating and maintaining the water tower and any other improvements on the Leased Premises. To the extent any such improvement requires electricity or other utility service, Lessee shall be responsible for obtaining and paying for such service.

Lessee shall reimburse Lessor for the costs incurred by Lessor in connection with the preparation and review of this Lease, including the compensation of any outside attorneys, consultants, contractors, engineers, surveyors and advisers engaged by Lessor in connection herewith. Lessee's liability for such fees shall not exceed Two Thousand Five Hundred Dollars ($2,500) unless previously agreed to in writing by Lessee.

12. Termination of Lease. Lessee shall have the right to terminate this Lease at any time during the Lease Term by providing Lessor with sixty (60) days' written notice of its desire to terminate. Lessee shall terminate this Lease upon sixty (60) days' written notice to Lessor at such time as Lessee is no longer using the water tower as such and does not reasonably anticipate reinstating such use. If Lessee is no longer using the water tower as such or appears to

have abandoned or deserted the Leased Premises, but does not so notify Lessor of termination of this Lease, Lessor shall have the right to terminate this Lease upon sixty (60) days' written notice to Lessee. On the sixtieth (60th) day after delivery of termination notice, whether by Lessee or Lessor (the "Termination Date"), Lessee shall be required to deliver the Leased Premises to Lessor in the condition described in Paragraph 13.

13. Condition of Leased Premises at Termination. Prior to termination of this Lease, by expiration of the Lease Term or otherwise, Lessee shall remove the water tower and all other improvements on the Leased Premises (including without limitation any appurtenances attached to the water tower or any portion of the Leased Premises pursuant to Paragraph 5) and shall, on or before the Termination Date, restore the Leased Premises to their original condition, normal wear and tear excepted. Should Lessee fail to remove the water tower and other improvements and restore the Leased Premises to their original condition on or before the Termination Date, Lessor shall have the right to declare a holdover tenancy at the rate of Five Thousand Dollars ($5,000) per week until such time as the water tower and all other improvements are removed and the Leased Premises are restored to their original condition. Any such holdover rent shall be paid to Lessor, at the office where Lease Payments are made pursuant to Paragraph 3, in advance on a weekly basis commencing on the first business day after the Termination Date.

14. Environmental Matters. At all times, Lessee, at its sole cost and expense, shall comply with, cause its employees and contractors to comply with and cause the Leased Premises and the water tower to be in compliance with all Environmental Laws applicable to the use and operation of the Leased Premises and the water tower (including without limitation obtaining and maintaining in effect any necessary permits). Lessee shall not cause or permit any Hazardous Materials to be brought on, kept or used in or about the Leased Premises or the Licensed Premises, except as necessary to the construction or maintenance of the water tower and in compliance with all Environmental Laws. Lessee shall cause all Hazardous Materials present, handled or generated on or about the Leased Premises to be disposed of or otherwise managed in a manner consistent with all applicable Environmental Laws and good commercial practice. In connection with any work, including the construction and, upon termination of this Lease, the removal of the water tower, Lessee shall take all necessary precautions to investigate for the presence of Hazardous Materials and shall conduct all work in compliance with all Environmental Laws.

Lessee hereby indemnifies and agrees to defend and hold harmless Lessor and any mortgagee of Lessor and their respective directors, officers, shareholders, members, partners, employees, agents, representatives and affiliates from and against any and all Environmental Damages <u>directly attributable to Lessee's use of the Leased Premises</u>, including, without limitation, any such Environmental Damages arising out of the construction, operation, maintenance or repair of the water tower. Such obligation of Lessee shall include the burden and expense of defending all claims, suits and administrative proceedings against Lessor and/or its mortgagee (with counsel satisfactory to Lessor or its mortgagee), conducting all negotiations with respect thereto and paying and discharging, when and as the same shall become due, any and all judgments, penalties or other sums due. Without limiting the foregoing, if the presence or release of any Hazardous Material on, about or from the Leased Premises or the water tower results in any violation of Environmental Laws or contamination of the Leased Premises or Lessor's adjacent property, Lessee shall promptly take all actions, at its sole cost and expense, as are necessary or appropriate to return the Leased Premises and/or Lessor's adjacent property to

the condition (with respect to such Hazardous Materials) existing prior to such presence, release or contamination; provided that Lessor's or any mortgagee's approval (not to be unreasonable withheld or delayed) of such actions shall first be obtained. Notwithstanding anything to the contrary set forth in this Paragraph 14, Lessee shall not be required to indemnify Lessor or any mortgagee with respect to any Environmental Damages or the release of any Hazardous Material on, about or from the Leased Premises or Lessor's adjacent property that is caused ~~solely~~ by the acts of someone other than Lessee or someone hired or retained by Lessee. ~~of Lessor~~.

For purposes of this Paragraph 14, (a) "Environmental Laws" shall mean all applicable laws, statutes, rules and regulations of any governing authority relating to the protection of human health or the environment (including without limitation soil, surface and ground waters and air), including without limitation (i) those relating to reporting, licensing, permitting, investigating and remediating releases of Hazardous Materials into the environment or the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials and (ii) those pertaining to the protection of the health and safety of employees or the public; (b) "Environmental Damages" shall mean all claims, judgments, damages (including punitive damages), losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation, defense (whether or not ultimately defeated), settlement and judgment, of whatever kind or nature, any of which are incurred at any time as a result of any environmental condition or the remediation or mitigation of any environmental condition on or about the Leased Premises or Lessor's adjoining property, including without limitation attorneys' and consultants' fees and all other costs incurred in connection with the investigation and remediation of any environmental condition or otherwise necessary to cause compliance with all Environmental Laws; and (c) "Hazardous Materials" shall mean (i) petroleum and its constituents; (ii) radon gas, asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid level of polychlorinated biphenyl in excess of Federal, state or local safety guidelines, whichever are more stringent; (iii) any substance, gas, material or chemical, which is or may during the Lease Term be defined as or included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants or contaminants," "solid wastes" or words of similar import under any Environmental Law, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.; and (iv) any other chemical, material, gas or substance, the exposure to or release of which is regulated by any governmental or quasi-governmental entity having jurisdiction over the Leased Premises or the operations thereon.

15. Default and Remedy. The occurrence of any of the following shall constitute a Default under this Lease:

(a) Lessee shall (i) fail to make any Lease Payment when due or fail to pay any other amount payable by Lessee hereunder when due or (ii) fail to maintain the insurance required hereunder, and in either case such failure shall continue for ten (10) business days after written notice thereof is given by Lessor to Lessee; or

(b) Lessee shall suffer or permit any lien to attach to Lessor's title to, ownership of or estate or interest in or to the Leased Premises or its interest in this Lease and shall fail to

commence action to discharge such lien within thirty (30) days after becoming aware thereof, by written notice from Lessor or otherwise; or

(c) Lessee shall default in the performance of any other obligation under this Lease and such default shall continue for thirty (30) days after written notice thereof given by Lessor to Lessee (or, in the case of a default which cannot be cured within 30 days, if cure is not commenced within 30 days and diligently pursued thereafter and completely cured within 90 days).

In the event of a Default by Lessee, Lessor shall have the right, in addition to all rights and remedies otherwise available under applicable law and to the rights specifically provided in Paragraphs 7 and 13, to seek a decree compelling specific performance by Lessee of any covenant, condition or provision hereof.

16. Indemnification and Exculpation. Lessee shall indemnify, defend and hold harmless Lessor from and against any and all damages, losses, liabilities, liens, costs and expenses of any and every kind whatsoever (including without limitation attorneys' fees and expenses) (any or all of the foregoing, "Loss") that Lessor incurs as a result of any claim whatsoever by or on behalf of any person arising from any act for which Lessee would otherwise be legally accountable. ~~(a) any action, inaction or negligence of Lessee or any of Lessee's agents, contractors, servants, employees or licensees on or about the Leased Premises or Lessor's adjacent property, (b) any condition of the Leased Premises or the improvements thereon, including the water tower, (c) any breach or default on the part of Lessee in the performance of any covenant or agreement of Lessee in this Lease or (d) any accident, injury or damage whatsoever caused to any person on or about the Leased Premises or, if arising from any action, inaction or negligence of Lessee or its agents, contractors, servants, employees or licensees, any such accident, injury or damage caused to any person on or about Lessor's adjacent property, in all cases except to the extent that such Loss is the result of Lessor's gross negligence or willful misconduct.~~

Any liability of Lessor under this Lease shall be limited solely to its interest in the Leased Premises, and in no event shall any personal liability be asserted against Lessor (or any trustee, officer, director, partner, employee or beneficiary of Lessor) in connection with this Lease nor shall any recourse be had to any other property or assets of Lessor. The term "Lessor" as used herein shall be limited to mean and include only the owner or owners at the time in question of the fee of the Leased Premises, and, in the event of any transfer or conveyance of the title to said fee, Lessor herein named (and in the case of any subsequent transfer or conveyance, the then-grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability for the performance of any covenant or obligation of Lessor contained in this Lease and no recourse shall thereafter be had to any property or assets of Lessor with respect thereto.

17. Real Estate, Transfer and Other Taxes. Lessee agrees to assist, and to bear any costs incurred by, Lessor in dividing the Leased Premises from the adjacent property owned by Lessor so that the Leased Premises are assigned a separate property index number ("PIN") and are taxed separately. Lessee shall then petition for a real estate tax exemption for the parcel containing the Leased Premises. Upon receipt of a separate PIN, whether or not an exemption is issued, all tax bills for the Leased Premises shall be mailed directly to Lessee and Lessee shall thereafter be responsible for the payment of any amounts due.

In the event that Lessee is not successful in obtaining a separate PIN for the Leased Premises, Lessee shall have the option of either terminating this Lease or reimbursing Lessor for the portion of the real estate taxes allocable to the Leased Premises. ~~or is unable to obtain such PIN prior to the due date of any installment of real estate tax payable by Lessor on the property of which the Leased Premises are a part for any period of time during the Lease Term, Lessee shall reimburse Lessor for the portion of such tax allocable to the Leased Premises, the amount of which (a) will be determined (i) when the tax allocable thereto is ascertained upon receipt of the separate PIN for the Leased Premises or (ii) if the Village of Park Forest declines to issue such separate PIN, by mutual agreement of Lessor and Lessee, each of whom agrees to negotiate in good faith taking into consideration the size and use of the Leased Premises relative to Lessor's property as a whole and (b) will be paid to Lessor retroactively to the date hereof upon determination thereof~~.

In the event any transfer tax is imposed by any taxing authority in connection with this Lease, Lessee shall be solely responsible for the payment thereof and shall pay such tax on or prior to the date any interest, fine or penalty would attached thereto. In the event Lessor is required to or does pay such tax, Lessor shall so notify Lessee and Lessee shall promptly reimburse Lessor for the full amount thereof. Notwithstanding the foregoing, Lessee may, at its sole cost and upon written notice to Lessor, file an application for an exemption therefrom, provided that Lessee indemnifies and holds harmless Lessor from any Loss incurred by Lessor as a result of the filing of such application and agrees to promptly pay such tax and all interest, fines and penalties accruing thereon if such exemption is not granted.

If, as a result of this Lease or the construction or operation of the water tower and other improvements on the Leased Premises, any tax or other imposition, however described, is levied or assessed by any governmental authority against Lessor with respect to the Leased Premises and/or Lessor's adjacent property or any existing tax is ascertainably increased, then, within thirty (30) days of receipt by Lessee of appropriate documentation thereof, Lessee shall reimburse Lessor for the full amount of such tax or other imposition or the increased amount thereof, as the case may be. The payment to be made by Lessee pursuant hereto shall be deemed to be additional rent hereunder.

18. Notices. All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally or when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Lessor, to:

Autumn Ridge LP
119 East Sycamore Drive
Park Forest, Illinois 60466

with a copy to:

Mayer, Brown, Rowe & Maw LLP
71 South Wacker Drive
Chicago, Illinois 60603
Telephone: (312) 782-0600
Facsimile: (312) 701-7711

Attention: Jeffrey A. Usow

If to Lessee, to:

Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

with a copy to:

Mathias W. Delort
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
20 North Clark Street
Suite 900
Chicago, Illinois 60602-4115

19. Subordination and Attornment by Lessee. Lessee agrees that this Lease shall be subordinate to any existing or future financing which secures Lessor's property, including the Leased Premises. In the event that the holder of a mortgage succeeds to the rights of Lessor under this Lease, whether through possession or foreclosure action, conveyance in lieu of foreclosure or otherwise (such mortgage holder herein referred to as "successor-landlord"), Lessee shall attorn to and recognize such successor-landlord as Lessor under this Lease and shall promptly execute and deliver any instrument that such successor-landlord may reasonable request to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as, or as if it were, a direct lease between the successor-landlord and Lessee upon all of the terms, conditions and covenants as are set forth in this Lease. From time to time upon written request, Lessee shall provide such other attornments and estoppel agreements in such forms acceptable to Lessor and addressed to such persons as Lessor reasonably requests.

20. No Subordination by Lessor. Lessor's right, title, estate and interest in and to the Leased Premises, the improvements, this Lease, the rents and profits therefrom and the property rights related thereto, is not and shall not be subordinated to any lien, mortgage, judgment or claim of any matter of thing whatsoever created by or arising out of any act or thing done or omitted to be done by Lessee or any person holding or claiming under or through Lessee, whether claimed against Lessor's or Lessee's interest in this Lease.

21. Miscellaneous Provisions.

(a) If as a result of the construction or operation of the water tower (i) Lessor or any portion of Lessor's property is not at any time in compliance with the Municipal Codes, ordinances or regulations (including without limitation zoning regulations) of the Village of Park Forest, including without limitation those requiring a minimum number of parking stalls, or (ii) the Village of Park Forest changes or proposes to change the zoning applicable to Lessor's property or any portion thereof so as to impact the current or any future use of such property to the detriment or potential detriment of Lessor or any future owner or occupant of Lessor's property or any portion thereof, then, in any such event, Lessee shall take all action necessary, including without limitation initiating and/or cooperating in any necessary proceedings, to cause the Village of Park Forest to promptly waive the applicability of any such law, ordinance,

regulation or other requirement as to Lessor's property and any penalties associated with any non-compliance therewith.

~~(b) Lessee shall use its best efforts to prevent (and at Lessor's request will fully cooperate with Lessor's efforts to prevent) the Village of Park Forest and any other prospective condemning authority from taking, or commencing any proceedings that may result in a taking or a voluntary sale either under threat or in lieu of a taking of, all or any part of the Leased Premises or Lessor's adjacent or surrounding property under such condemning authority's power of condemnation or eminent domain.~~

(c) Lessor and Lessee shall execute, acknowledge and deliver a memorandum of this Lease, the form of which is attached as Exhibit C hereto, and cause the same to be recorded in the Office of the Recorder of _____, _____, as notice of the existence of this Lease and of the respective rights, title and interest of Lessor and Lessee hereunder.

(d) Nothing herein contained shall be construed as creating a partnership or joint venture between Lessor and Lessee or between Lessor and any other person or cause Lessor to be responsible in any way for the acts, omissions, wrongs, duties, debts or obligations of Lessee or any other person. The sole relationship between Lessor and Lessee is that of landlord and tenant.

(e) If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(f) The specific remedies to which Lessor may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Lessor may be lawfully entitled in case of any breach or threatened breach by Lessee of any provision of this Lease. The failure of Lessor to insist in any one or more cases upon the strict performance of any covenant of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option.

(g) This Lease shall be construed and enforced in accordance with the laws of the State of Illinois.

(h) No agreement hereafter made shall be effective to waive, amend, change, modify, discharge or effect an abandonment of this Lease in whole or in part unless such agreement is in writing and signed by Lessor and Lessee.

(i) This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors-in-interest and/or assigns.

(j) This Lease may be executed in counterparts, each of which shall be deemed an originally executed copy and both of which together shall be deemed to be one instrument.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed and attested by their authorized officers as of the day and year first written above.

AUTUMN RIDGE LP, an Illinois limited partnership

By: Autumn Ridge LLC, a _____ limited liability company, its General Partner

By: Kinzie Assets, LLC, a_____ limited liability company, its sole member

By: _____

By: _____

ATTEST:

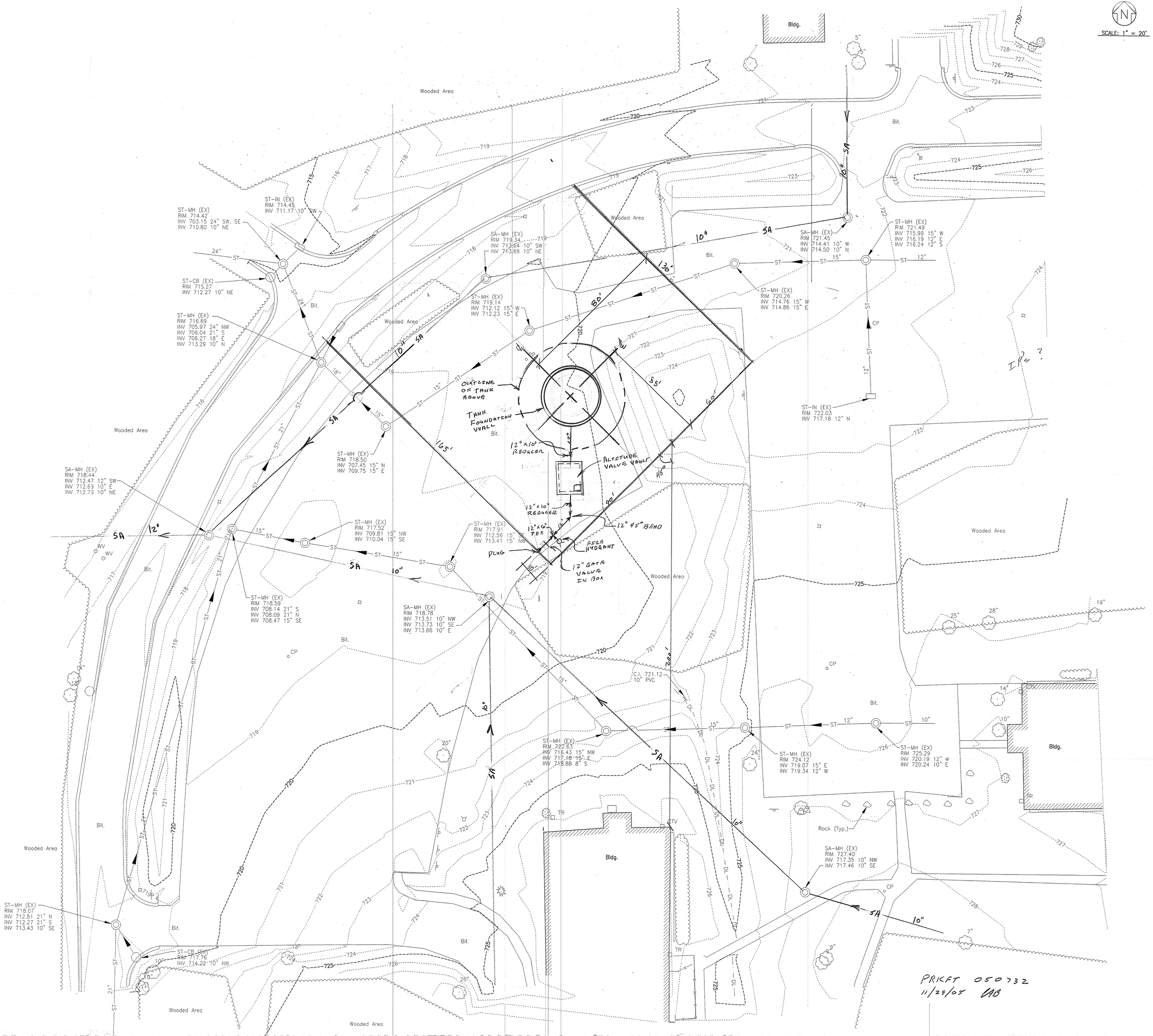
_____

THE VILLAGE OF PARK FOREST:

_____
Village President

ATTEST:

_____
Village Clerk


SCALE: 1" = 20'
Bldg.
Wooded Area
Bit.
ST-IN (EX)
RIM 714.45
INV 711.17 10" SW
ST-MH (EX)
RIM 714.42
INV 703.15 24" SW, SE
INV 710.80 10" NE
ST-CB (EX)
RIM 715.27
INV 712.27 10" NE
ST-MH (EX)
RIM 716.69
INV 705.97 24" NW
INV 706.04 21" S
INV 706.27 18" E
INV 713.29 10" N
SA-MH (EX)
RIM 719.34
INV 713.64 10" SW
INV 713.69 10" NE
ST-MH (EX)
RIM 719.14
INV 712.12 15" W
INV 712.23 15" E
SA-MH (EX)
RIM 721.45
INV 714.41 10" W
INV 714.50 10" N
ST-MH (EX)
RIM 721.49
INV 715.99 15" W
INV 716.19 12" E
INV 716.24 12" S
ST-MH (EX)
RIM 720.26
INV 714.76 15" W
INV 714.86 15" E
ST-IN (EX)
RIM 722.03
INV 717.18 12" N
ST-MH (EX)
RIM 718.50
INV 707.45 15" N
INV 709.75 15" E
SA-MH (EX)
RIM 718.44
INV 712.47 12" SW
INV 712.69 10" E
INV 712.75 10" NE
ST-MH (EX)
RIM 717.52
INV 709.81 15" NW
INV 710.04 15" SE
ST-MH (EX)
RIM 717.91
INV 712.56 15" E
INV 713.41 15" NW
ST-MH (EX)
RIM 718.59
INV 708.14 21" S
INV 708.09 21" N
INV 708.47 15" SE
SA-MH (EX)
RIM 718.78
INV 713.51 10" NW
INV 713.73 10" SE
INV 713.66 10" E
C.I. 721.12
10" PVC
ST-MH (EX)
RIM 722.63
INV 716.43 15" NW
INV 717.18 15" E
INV 718.88 8" S
ST-MH (EX)
RIM 724.12
INV 719.07 15" E
INV 719.34 12" W
ST-MH (EX)
RIM 725.29
INV 720.19 12" W
INV 720.24 10" E
Rock (Typ.)
SA-MH (EX)
RIM 727.40
INV 717.35 10" NW
INV 717.46 10" SE
ST-MH (EX)
RIM 718.07
INV 712.81 21" N
INV 712.27 21" S
INV 713.43 10" SE
ST-CB (EX)
RIM 717.76
INV 714.22 10" NW
OUTLINE OF TANK ABOVE
TANK FOUNDATION WALL
12"x16" REDUCER
ALTITUDE VALVE VAULT
12"x10" REDUCER
12"x6" TEE
PLUG
12" 45° BEND
FIRE HYDRANT
12" GATE VALVE IN BOX
80'
55'
60'
165'
200'
PRKFT 050732
11/29/05 LAB

AGENDA BRIEFING

DATE: March 6, 2006

TO: President John A Ostenburg
Board of Trustees

FROM: Lawrence G. Kerestes, Director of Community Development

RE: Resolution for Rules for Public Access Programming

BACKGROUND/DISCUSSION:
The attached revised document reflects the editing and clarification comments identified by the Board, as well as a review by the Village Attorney.

In review, on November 14, 2005 the Board adopted an Ordinance for the implementation of the Pass Through Fee by Comcast Cable for the purpose of funding for the Village's Public Access Programming.

At the January 25, 2006 meeting of the Cable Commission, the Commissioners, although they did not have a quorum, voted 4-0 to recommend to the Board that the attached Rules for Public Access Programming be approved. These rules set forth how the programming will be implemented. Once the Rules have adopted, the next step is for Cable Commission to begin preparing the required budget for capital expenses which will be proposed in the budget for Fiscal Year 2006-07.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular Meeting of March 13, 2006 for your consideration.

RESOLUTION

A RESOLUTION ADOPTING VILLAGE OF PARK FOREST
CABLE TELEVISION PUBLIC ACCESS RULES AND REGULATIONS

WHEREAS, the Village of Park Forest's ("Village") Cable Communications Commission ("Commission") is charged with the duty of establishing "rules for access to the facilities, equipment, channels, studios and mobile equipment, and services" of the Village's cable system pursuant to Section 26-64(b)(1) of the Village's Code of Ordinances; and

WHEREAS, the Commission is further charged with the duty of making "recommendations on policy changes that may be advisable or required" pursuant to Section 26-64(b)(7) of the Village's Code of Ordinances; and

WHEREAS, pursuant to its above cited duties, at its January 25, 2006 meeting, the Commission recommended by a concurring vote of its members that the Village adopt the attached "Cable Television Public Access Rules and Regulations," incorporated herein by reference as Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

SECTION 1. The Village of Park Forest Cable Television Public Access Rules and Regulations ("Rules and Regulations"), attached hereto and incorporated herein by reference as Exhibit A, is hereby approved and adopted.

SECTION 2. Pursuant to said Rules and Regulations, the position of "Access Coordinator" is created. The duties of the Access Coordinator shall be as stated in the Rules and Regulations. An existing Village staff position, as determined by the Village Manager, shall have the duties of the Access Coordinator.

SECTION 3. The Village Manager, the Village Clerk, and the Access Coordinator are hereby authorized to execute any and all documents and take any and all actions required pursuant to said Rules and Regulations on behalf of the Village.

SECTION 4. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this _____ day of _____, 2006.

APPROVED:

_____
Village President

ATTEST:

_____
Village Clerk

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VILLAGE OF PARK FOREST

CABLE TELEVISION PUBLIC ACCESS RULES AND REGULATIONS

ARTICLE 1.STATEMENT OF PURPOSE

1.1.**Public Access.** "Public Access" refers to specific channels on the cable television systems available to the Village of Park Forest's ("Village") residents for the distribution of community television programming produced by various segments of the community, including community groups, non-profit organizations, and local residents. Cablecast time and designated equipment will be provided on a first-come, first-served non-discriminatory basis, subject to the following rules, regulations, procedures and access restrictions. "Public Access" is also known, and may be referred to in these Rules and Regulations, as public, educational and governmental ("PEG") programming or as "Community Television."

1.2. **Community Use.** The Village believes that a dynamic public access policy, including community outreach in education, as well as technical and financial support, will result in significant benefits to the citizens of the Village. The primary purpose of the following access definitions, regulations and procedures is to encourage the community to provide localized cable television programming that meets community needs and interests.

ARTICLE 2. DEFINITIONS

2.1. **Access Cablecasting**: programs provided by Community Producers, as defined herein, on access channel time provided by the Village.

2.2. **Access Channel Time**: time on a signaling path provided on the Cable System by Franchisee for use by Community Producers.

2.3. **Access Coordinator**: a person or persons appointed by the Village responsible for the maintenance, operation and supervision of access channel time, Cablecasting equipment and facilities, and/or the Access Coordinator's designee.

2.4. **Access User**: any group or individual residing within the Village and making proper application for the Village's Cablecasting equipment and/or access channel time and presents Cablecasting programming materials for distribution over the channels operated by the Village.

2.5. **Advertising Material**: any material designed to promote the sale of commercial products or services or the solicitation of donations, remuneration or barter.

2.6. **Cablecast/Cablecasting**: programming (exclusive of broadcast signals) carried on a cable television system using the Village's cable channels.

2.7. **Cable Communications Commission**: the nine person commission composed of Village residents as set forth in the Village's Code of Ordinances, sec. 26-64.

2.8. **Candidate for Public Office**: any person who has publicly announced that she/he is a candidate for nomination or election to public office under the Illinois election Code.

2.9. **Community**: the collection of any residents, organizations, or any other entity located within the boundaries of the Village.

2.10. **Community Producer**: Any person certified by the Village to use the Village's public access facilities and equipment.

2.11. **Educational Access**: use by educational institutions for production for the purpose of educational access or by non-profit organizations who request assistance in the production of Cablecast access programs that are educational in nature.

2.12. **Franchisee**: the Village's current cable television franchisee, Comcast of Illinois XIII, L.P. ("Comcast"), or any successor franchisee.

2.13. **Government Access**: use by the Village for the production of local access programming that pertains to the Village.

2.14. **Governmental Agency**: any agency or educational institution that resides within the Village that is organized under the laws of the State of Illinois and serves the community, such as a school or school district, library or library district, park district, forest preserve district or other similar type agency.

2.15. **Grievance Committee**: a three (3) member committee of the Cable Communications Commission, appointed by action of the Commission, that shall hear appeals of matters filed by any Community Producer, or other person permitted to use Village equipment, as provided herein.

2.16. **Lottery**: any promotion, contest or other program that involves the elements of prize, chance and consideration, or any such program that is declared a lottery under applicable local, state, or federal laws.

2.17. **Lottery Information**: any information concerning any lottery, gift enterprise, or similar scheme offering prizes depending upon chance or any list drawn or awarded by means of any such lottery whether that list contains any part or all of the prizes.

2.18. **Minor**: any person under the age of eighteen (18).

2.19. **Not-for-Profit Organizations:** any organization that is recognized as a 501(c)(3) tax-exempt organization that resides within the Village and is also registered with the State of Illinois as a not-for-profit organization.

2.20. **Non-Commercial Use**: the use of the Village's equipment or channel time for not-for-profit interests of an individual or an organization.

2.21. **Obscene or Indecent Material**: any material that is obscene or indecent under applicable local, state, or federal laws.

2.22. **Production Equipment**: the equipment necessary for the local production of video and audio programs, as required by the franchise.

2.23. **Public Access**: the use of cable channel time and/or designated equipment and facilities by residents, governmental entities and not-for-profit organizations of the Village.

ARTICLE 3. COMMUNITY PRODUCER PROGRAM

3.1. **Community Producer Program Administration.** The Village shall administer a Community Producer program by which residents of the Village and employees or members of not-for-profit organizations and governmental agencies shall be eligible to use the Village's facilities and equipment to produce Cablecasting programs. The Village's Access Coordinator or designee shall administer the Village's Community Producer program.

3.2. **Residency Requirement.** In order to become a Community Producer, an individual and employees, volunteers or members of not-for-profit organizations and governmental agencies must:

3.2.1. Provide proof of residency in the Village (2 forms of identification containing the person's name and address, one of which must be a valid State of Illinois identification card or driver's license, or must produce identification showing employment or membership in an appropriate organization or governmental agency).

3.2.2. Complete and sign a Community Producer Application and Agreement substantially in the form incorporated herein as Appendix A.

3.2.3. Attend a Community Producer workshop.

3.2.4. Pay any required membership fee set by the Village or Access Coordinator.

3.3. **Community Producer Workshop.** The Village shall provide instruction to residents in television production techniques in a comprehensive television production workshop. The workshop will include a written manual, detailed lectures and hands-on training. Those persons under eighteen (18) years of age must have the permission of a parent or guardian before participating in the workshop.

3.4. **Certification.** The Village shall provide a certification to those persons who complete the workshop as "Community Producers." Certification shall be based on proven proficiency with all production equipment and the successful completion of a final production. Upon certification, Community Producers are entitled to reserve studio time for the sole purpose of producing programs for Cablecast. The Village may, at its discretion, require Community Producers to pass a written examination that demonstrates an applicant's proficiency to operate the production equipment. In lieu of the workshop, those with previous knowledge of or experience in television production may take and pass a written proficiency exam available to be certified as a community producer.

3.5. **Certification Privileges.** Certification as a Community Producer entitles a participant to use certain public access facilities and equipment. Community Producers shall receive an identification card with an identification number. In order to remain certified, producers must log six hours of activity per twelve-month period beginning with the date of certification. Participants may be required, at the discretion of Village, to re-certify if the above requirement is not met.

3.6 **Community Producer's Application and Agreement.** The Community Producer's Application and Agreement shall provide that the Community Producer has read, understands and shall abide by the Rules and Regulations contained herein and agrees to be solely responsible for the content of any programs produced or scheduled for Cablecast.

3.7. **Indemnification and Hold Harmless.** All Community Producers shall indemnify and hold harmless the Village and its Franchisee, their officers, directors, employees, agents and representatives from any and all liability, damage, injury, judgment, including cost of defending claims (including reasonable attorney's fees) arising from or in connection with any claim for failure to comply with any laws, rules or regulation of federal, state or local government, claims of libel, slander or invasion of privacy, claims of infringement of copyright, patent or unauthorized use of any material or trademark, service mark or image, or for any other injury or damage in law or in equity claimed as a result of or from or connected with access user's use of access channel time, equipment, facilities or other resources. The foregoing shall include obscenity claims, as well as any and all other claims related to scheduling or programming on Public Access channel time.

3.8. **Non-Certified Persons.** Persons who accompany certified Community Producers when such Producers use the Village's facilities or equipment, but are not certified themselves, may not operate the Public Access equipment. Community Producers shall be responsible for the actions of their guests, talent, crew and any other persons involved with their production.

3.9. **Use of Public Access Equipment and Facilities by Minors.** Requests for use of production equipment by minors must be made by an adult who agrees to assume responsibility for the equipment. A parent or guardian over the age of eighteen (18) must sign a document: 1) accepting responsibility for damage or other liability arising out of or relating to minor's use of production equipment or facilities, and 2) consenting to and authorizing the appearance of any minors on a Cablecast program. The parent or guardian shall be responsible for any liability resulting from a minor's equipment use.

3.10. **Community Producer Status.** Community Producers shall not be considered agents or employees of the Village or Franchisee. Such persons are independent producers and shall create programming for themselves and/or the organizations they may represent. At no time may any individual or organization identify themselves as an employee or agent of the Village or Franchisee. Community Producers shall not identify their programs or production efforts as being "for the Village of Park Forest" or for Franchisee in any literature or other materials. Rather, Community Producers may indicate that their programs "will be seen on the Village's community television channel."

ARTICLE 4. USE OF PUBLIC ACCESS FACILITIES AND EQUIPMENT

4.1. **Availability.** Designated Public Access equipment is available from the Village for non-commercial productions only for Cablecast on Franchisee's Public Access channels. Equipment shall not be used for private or commercial purposes or for purposes that violate these Rules. Each person who uses the equipment may not represent themselves as employees or agents of the Village or Franchisee.

4.2. **Community Producer Use.** Individuals who are certified as Community Producers may apply to use public access facilities and equipment.

4.3. **Equipment Reservation or Check Out.** Only certified Community Producers may reserve or check out any equipment for use.

4.4. **Scheduling of Equipment Use.** The Access Coordinator shall schedule use of the equipment on a first come, non-discriminatory manner that will maximize fairness and diversity of expression and that will ensure that no one person or group use monopolizes facilities to the disadvantage of others. Scheduling of equipment by the Access Coordinator shall also include the use of any field equipment.

4.5. **Deposits or Charges.** Any deposits and/or charges for the use of Cablecasting equipment, including field equipment, to produce non-commercial programs will be in accordance with the Village's schedule of fees and will be at the discretion of the Access Coordinator and shall be consistent with the goal of providing a low-cost means of communication through the medium of access cable television.

4.6. **Commercial Use of Equipment.** Equipment is provided for non-commercial purposes. Community Producers shall make retroactive payment at current commercial rates to the Village for equipment and staff time if the program or product is substantially used for commercial purposes or if a program is commercially distributed or sold.

4.7. **Equipment Reservations:**

4.7.1. Equipment reservations will be canceled if, without prior notice, the user is more than a half hour late.

4.7.2. Equipment reservation time periods may be extended beyond the limits set forth below if the equipment is available and unreserved.

4.7.3. All equipment use must be scheduled in advance on a first-come, first-serve non-discriminatory basis. Such reservations must be made at least 3 days in advance but no more than 90 days in advance.

4.7.4. Exceptions to these Scheduling policies may be granted by the Access Coordinator at the Coordinator's discretion.

4.8. **Setup, Operation, and Cleanup.** The Community Producer is responsible for the setup, operation and cleanup of production equipment within the time period scheduled. The Community Producer must check in with the staff person regarding any special equipment needs or procedures. All use of the studio shall be under the supervision and direction of the staff.

4.9. **Videotapes.** A Community Producer may check out videotapes for use with the Village's production equipment. Such tapes must be returned with the production equipment or otherwise remain on file at the Village.

4.10. **Community Producer Responsibilities.** Community Producers must arrive on time for scheduled studio productions and must have the studio and control room equipment and sets put away before the end of the scheduled time period. It is the responsibility of the Community Producer to fill crew positions from among the pool of certified Community Producers. Village or Franchisee staff should not be considered to fill crew positions. Community producers are expected to be prompt, and arriving more than 30 minutes late for a scheduled appointment on more than

one occasion may result in the loss of access privileges and/or certification as a Community Producer indefinitely or for a period of time as determined by the Access Coordinator as provided for in Article 8 herein.

4.11. **Equipment Handling.** Community Producers must follow appropriate procedures for handling and operating equipment and facilities, and assume full responsibility for loss or damage due to negligence or abuse during their scheduled and assigned time. Community Producers who misuse or abuse equipment may be asked to repeat training and may be subject to loss of privileges.

4.12. **Equipment Repairs.** No attempt by Community Producers should be made to repair equipment. Producers who attempt to do so will be charged repair costs for any damage caused in such an attempt and will lose their access privileges. Access producers should promptly report any defects or problems to the Access Coordinator. Community Producers may not change wiring, patch bays or components on any equipment in the studio and editing facilities without staff permission or supervision.

4.13. **Community Producer Supplies and Materials.** Additional materials and supplies for productions beyond those supplied by the Village (i.e., sets, graphics, videotapes, other materials, etc.), must be supplied by the Community Producer and must be removed from the Village's facilities after production.

ARTICLE 5. PUBLIC ACCESS CHANNEL TIME

5.1. **Program Schedule.** The Access Coordinator, in conjunction with Franchisee, shall schedule programs in a first come non-discriminatory manner that will maximize fairness and diversity of expression and that will ensure that no one person or organization monopolizes facilities to the disadvantage of others. The Access Coordinator shall be guided by the Rules contained herein and may also take community interest into account. Public access programs may, at the discretion of the Village, be Cablecast on any channel designated for the use of PEG access programming.

5.2. **Programming Priority.** Programming shall be scheduled for Cablecast according to the following priority if there is a conflict between any requests for time for Cablecast:

5.2.1. Governmental and educational programming.

5.2.2. First time Producers.

5.2.3. Occasional Community Producers, defined as any Producer that has not had a program Cablecast during the preceding 12 months.

5.3. **Number of Cablecasts.** A Community Producer is restricted to two Cablecasts of any given program per month and not more than one Cablecast in any 24-hour period.

5.4. **Charges.** There will be no charge for the non-commercial use of regular access channel time.

5.5 **Cablecast Form Requests.** Community Producers requesting Cablecast of a program are required to submit a Cablecast form. The form shall include information concerning the program, contact information for the submitter, acknowledgement of responsibility for content, copyright clearance if applicable and compliance with the Village's Rules and Regulations. Requests must be made four weeks in advance, except in case of emergencies.

5.6. **Requests for Specific Times for Cablecast.** Community Producers may request that their programs be Cablecast at specific times, and the Access Coordinator shall determine when programming shall be Cablecast taking into account such requests.

5.7. **Program Submittal.** Programs for Cablecast must be submitted to the Village one week in advance, unless otherwise authorized by the Access Coordinator.

5.8. **Daily Log.** A daily program log will be kept of all programming Cablecast on a given day.

5.9. **Notification of Cablecast Date.** The Access Coordinator shall notify program submitters of the Cablecast date of an individual program no later than one week prior to the telecast date. Following the last Cablecast of a program, the Access Coordinator shall notify the submitter to recover the program. If the tape or other format is not recovered within 30 days from the date notification was sent or otherwise given, the program shall be discarded.

ARTICLE 6. PROGRAMMING

6.1. **Program Content.** Program content should be consistent with community standards and applicable state and federal laws. The Access Coordinator will determine appropriateness of questionable or mature content. If restricted, the program Producer can appeal this decision to the Cable Communications Commission Grievance Committee, pursuant to the procedures set forth in Article 9 herein, whose decision shall be final. Restrictions may include limiting time slots, editing for content, and not airing the program in its entirety.

6.2. **Required Announcement.** The following announcement shall be Cablecast before the applicant's program material:

"The content and opinions presented in the following program are not necessarily those of the Village of Park Forest or of its cable television franchisee. This Public Access programming is made available through the facilities of the Village of Park Forest's Cable Communications Commission."

6.3. **Prohibited Programming.** The following programs or presentations are not permitted on any Public Access channels:

6.3.1. Any program that involves a lottery or any lottery information.

6.3.2. Any program that involves any obscene or indecent material, as determined by State and Federal laws. Obscene material is defined as: (1) material that the average person, applying contemporary community standards, would find that the work, taken as a whole, appeals to a prurient interest; (2) that depicts or describes in a patently offensive way sexual conduct as defined by State law; and (3) that, when taken as a whole, lacks serious literary, artistic, political or scientific value.

6.3.3. Any program that involves any advertising material, including advertising by or on behalf of candidates for public office. This Rule will not prevent identification by name only of persons or businesses providing funds, equipment or other items of value to access users producing programming unrelated to the commercial interests of the donor.

6.3.4. Any program that involves any libelous or slanderous material.

6.3.5. Any program for which the Community Producers have not obtained all appropriate copyright, use of image or other similar type of clearances where applicable. The Village and Franchisee shall not Cablecast programs that do not have all appropriate clearances.

6.3.6. Any program that violates Federal Communications Commission regulations.

6.3.7. Any program or presentation that violates local, state or federal laws.

6.3.8. Any commercial programming or advertising.

6.3.9. Any program that is of an indecent nature, defined as the repetitive and deliberate use of language or material that depicts or describes, whether directly or by innuendo, in terms patently offensive as measured by contemporary community standards for the Cablecast/broadcast medium, sexual or excretory activities or organs, extreme physical violence or

degradation, nudity, graphic depiction of medical procedures, and of profanity that would be considered indecent.

6.4. **Political Candidates.** A political candidate's access to Educational and Governmental Access Channels shall be limited to particular formats such as debates and forums sponsored by non-partisan groups. Political expression by individuals and organizations is allowed on the Public Access Channel.

6.5. **Community Producer Responsibility for Program Content.** All Community Producers shall be fully responsible for the content of their programs. Such full responsibility shall include, but not be limited to, making all necessary arrangements with and obtaining all required clearances from broadcast stations, networks, sponsors, music-licensing organizations, performers representatives, authors, composers, and any and all other persons or entities that may be necessary to transmit the public access user's program material on access channel time.

6.6. **Copyright.** Community Producers shall own their own programs and hold the copyright, provided a program is Cablecast at least once on an Access Channel. If Village equipment is used for the master version of a program, the Community Producer may make one free copy on the Producer's own media. The Village shall charge for any additional program copies at a rate to be determined by the Village.

6.7. **Cablecasting Rights.** The Village and the Franchisee have the right to maintain a copy of any program in their archives and to Cablecast a program an unlimited number of times, and to use any program for promotional purposes related to any access channel.

6.8 **Program Authorization.** Only a Community Producer may authorize any other use of a Program not stated herein pursuant to the Producer's copyright.

6.9. **Programming for Mature Audiences.** Upon determination by the Access Coordinator that a program's subject material offered by a Community Producer may offend some viewers due to mature content, an announcement in substantially the following form will precede and/or appear during breaks in Cablecast of that program:

> "This program is considered to be of mature theme and therefore, may be considered to be offensive to some viewers. Viewer/parental discretion is advised."

6.10. **Technical Quality of Programming.** The Village reserves the right to not Cablecast, or submit to Franchisee for Cablecast, any programming that is of a low technical quality as determined by the Access Coordinator. In the event a program is of a poor technical quality and the Access Coordinator determines that the program will be aired, the following announcement shall be made:

"The viewer may find the technical quality of some portions of the following program unsatisfactory."

6.11. **Public Access Channel Time for Minors.** Requests for access channel time on behalf of minors must be made in the name of an adult who agrees to assume responsibility for use by the minor(s). The adult responsible for such minors must also execute the necessary assurances that authorization has been obtained concerning appearance of any minors on a Cablecast program. The adult will also be responsible for any liability resulting from the use of equipment or the appearance by a minor.

6.12. **Submission of Programs for Cablecast.** All videotapes or other formats of programs to be Cablecast (except live programs and events of timely interest determined by pre-arrangement), whether produced independently or through the Village's facilities and equipment, shall be submitted to the Access Coordinator at least 48 hours before the scheduled time of Cablecast to provide an opportunity for review of technical quality and content. The judgment of the Access Coordinator, in conjunction with the Franchisee, shall be final with respect to the use of the particular scheduled program, unless said judgment is appealed pursuant to the provisions contained herein.

6.13. **Outside Funding.** In the event funds, goods, services, equipment or other items of value ("funds") are provided for any Community Producer, including program material which is funded, sponsored, or underwritten, in part or in full by any individual, business or not-for-profit organization ("Underwriter"), the following rules shall apply:

6.13.1. Funds are to be used only to defray the costs of production such as videotapes, sets, and transmission costs.

6.13.2. The program must not advertise the sale of a product or service for sale by the Underwriter.

6.13.3. Underwriting credits may appear only at the beginning or end of the program and must be in the following form to allow identification by name only of persons or businesses providing funds:

"This program was made possible with funds provided by _____."

6.13.4. Underwriting credits may be no longer than 15 seconds.

6.13.5. Prices of products, phone numbers and specific addresses may not be given. Websites and E-mail addresses provided in order to sell products are prohibited.

6.13.6. The general location, community or neighborhood of an Underwriter may be given.

6.13.7. Corporate logos or still photographs of businesses are permitted during credits at the close of the program. Photographs or depictions of products are not permitted.

6.14. **Applications to Air Programming.** Applications to Cablecast programming on public access must be submitted in writing on the form included herein as Appendix B, and specify or contain the following:

6.14.1. The proposed user's name, address, and phone number.

6.14.2. Times and dates desired and alternatives for channel time.

6.14.3. The exact length of program material.

6.14.4. Must be in VHS1, S-VHS, or 3/4-inch videotape format or other compatible format as determined by the Access Coordinator.

6.14.5. A summary statement or synopsis of the content/subject matter and title.

6.14.6. A statement that no advertising, lottery, lottery information material, obscene, slanderous nor libelous material is contained in the program.

6.14.7. A statement that all appropriate arrangements and clearances have been obtained from broadcast stations, networks, music licensing organization, performers' representatives, sponsors and other persons necessary, without limitation to the above, for authorization to transmit program material over the Village's access channels.

6.14.8. A statement that the access user accepts full responsibility for the content of programming and the consequences of its presentation.

6.14.9. A statement that the access user is familiar with the Village's access operating rules and regulations, and a statement that the user has read and understands the requirements contained within the rules and will comply with them.

6.14.10. Such other additional information, as is necessary to enable the Village's staff to properly perform its playback duties in accordance with the rules that govern the channel(s).

6.15. The creator of non-commercial programming is entitled to all non-commercial use of that program, and may copyright that program in his/her name and be entitled to the rights of a copyright holder.

6.16. The Village reserves the right to unlimited non-exclusive showing for a twenty-four (24) month period following the first showing of an access program created partially or wholly with the Village's equipment.

6.17. Producers of access programs which are later commercially marketed either for rent or sale shall pay the Village a royalty fee equal to 10% of the gross revenues.

ARTICLE 7. EQUIPMENT AND FACILITIES USE RULES

7.1. Food, beverages and smoking are not allowed in the Village's facilities at any time.

7.2. Telephones and other office equipment are for the use of the Village only and may not be used without permission. Facilities and equipment cannot be used for personal profit or remuneration.

7.3. The Access Coordinator, or the Coordinator's designee, reserves the right to restrict any person's use of the facilities and equipment or presence in said facilities, including guests of Community Producers or any other persons.

7.4. Access privileges will be rescinded for noncompliance with any operating Rules and Regulations outlined in this document or for any action that is deemed detrimental to community television.

ARTICLE 8. COMMUNITY PRODUCER DISCIPLINARY RULES

8.1. **Suspension of Certification**: Should the Access Coordinator determine or believe that the statements in the access user's application are false, misleading or incomplete, the Access Coordinator may determine that programming produced by the Community Producer shall not be Cablecast, nor make access equipment or facilities available to the Community Producer.

8.2. **Joint Responsibility.** Should the Access Coordinator determine or have reason to believe that the Community Producer has damaged, or lost equipment or otherwise has violated the rules of another access center, it may require that another certified Community Producer jointly assume with the user all the obligations and responsibilities pertaining to the use of the equipment or channel time. Such a requirement for joint responsibility shall be for a period of up to 90 days or until the lost or damaged equipment has been repaired or replaced. Appeals of such requirements may be made to the Grievance Committee.

8.3. **Major Violations.** Community Producer privileges may be suspended for a period of time or revoked for the following reasons which shall be considered "major violations:"

8.3.1. Using access equipment for profit or for purposes other than those set forth in the equipment checkout form.

8.3.2. Taking equipment without the permission of the Access Coordinator.

8.3.3. Negligence in the care, setting up, handling, or use of equipment as determined by the Access Coordinator or damage to the equipment due to abuse.

8.3.4. Failure to schedule equipment on time.

8.3.5. Refusal to re-certify when requested to do so by the Village.

8.3.6. Making statements that are knowingly false, misleading, or incomplete as determined solely by the Access Coordinator.

8.3.7. Behaving in a manner that is contrary to federal, state, or local law, including but not limited to theft, assault, sexual harassment, damage to property and/or fraud.

8.3.8. Being under the influence of alcohol or drugs, or carrying a weapon of any kind. Producers or persons in violation of this Rule will be immediately removed from the premises.

8.3.9. Inappropriate behavior by Producers or others, including, but not limited to yelling, using profanity, abusing equipment and physically or verbally abusing another individual.

8.3.10. Failure to comply with the material terms and conditions of these Rules in a timely fashion, as determined by the Access Coordinator, or failure to keep appointments or deadlines without prior notice to, or approval of the Access Coordinator.

8.4. **Minor Violations.** Violations of the following Rules shall be considered "minor violations:"

8.4.1. Failure to follow submittal procedure.

8.4.2. Failure to include a Producer's name on a tape or other format.

8.4.3. Submission of a tape or other format that does not meet technical standards.

8.4.4. Failure to submit a tape or other format as required for playback or late submittal of a tape or other format.

8.4.5. Failure to cancel equipment reservations at least 24 hours in advance.

8.5. **Discipline for Minor Violations.** Minor violations shall be subject to the following discipline or any combination thereof if more than one violation is committed at the same time at the discretion of the Access Coordinator:

8.5.1. First violation: written warning.

8.5.2. Second violation: suspension of any applicable privileges up to thirty days.

8.5.3. Third violation: thirty day suspension.

8.5.4. Fourth violation: ninety day suspension.

8.5.5. Fifth violation: permanent loss of access privileges.

8.6. **Resolution of Violations.** All violations of any Rules contained herein require satisfactory resolution of the violation for reinstatement of access privileges.

8.7. **Disciplinary Rules to Serve as Guidelines.** The list contained in Sections 8.3 and 8.4 above are not intended to be inclusive and are intended to be guidelines. Warnings, suspensions or revocations of Community Producer privileges as may occur for additional reasons not set forth herein as determined by the Access Coordinator, subject to the appeal rights contained in Article 9 set forth below.

8.8. **Access Coordinator Discretion.** In lieu of a suspension of privileges or revocation, the Access Coordinator or designee may issue a written warning to the Community Producer depending upon the nature of the Rules violation or whether the Community Producer has committed the same or similar violation in the past. Applications, interpretation and enforcement of the rules are solely the responsibility of and within the discretion of the Village through its Access Coordinator or the Coordinator's designee. Appeals of decisions made under these rules may be made according to the appeal procedure set forth herein.

ARTICLE 9. CABLE COMMUNICATIONS COMMISSION GRIEVANCE COMMITTEE

9.1. **Formation of the Grievance Committee.** A Grievance Committee shall be formed by the Cable Communications Commission after adoption of these Rules by the Village at its first regularly scheduled meeting after said adoption. The Grievance Committee shall consist of three members of the Cable Communications Commission. Each Committee member shall serve a one year term beginning on the date of appointment by the Cable Communications Commission. Each Committee member may be re-appointed without limit. The Committee shall appoint a chair.

9.2. **Appeals of Decisions of the Village.** Any Community Producer, or other person permitted to use Village equipment as provided herein, that disagrees with a decision made pursuant to these Rules and Regulations by the Village, its officers, directors, agents or representatives, including, but not limited to, the Village's Access Coordinator, as to the application of any of the Rules and Regulations contained herein may request a review of the decision by filing an appeal to the Grievance Committee.

9.3. **Appeal Requests.** A request to appeal a decision made pursuant to these Rules and Regulations must be made in writing and served upon the Access Coordinator at the Village Hall within forty-five (45) days from the time the person or entity is informed of the decision of the Village. The Access Coordinator shall then be responsible to submit the appeal to the Grievance Committee Chair for review within fifteen (15) days of receipt of the request.

9.4. **Scheduling of Hearing.** Within thirty (30) days of receipt of the appeal request, or as mutually agreed by the party filing the appeal and the Village, the Grievance Committee Chair will call a meeting of the concerned parties for the purpose of hearing arguments and receiving evidence and testimony relevant to the appeal.

9.5. **Hearing Decision.** The Committee will make a final written decision concerning the case and notify all interested parties within fifteen (15) days of the final hearing of its decision. The determination of the Grievance Committee shall be final. All parties will be entitled to be examined under oath. Any party to the proceeding may be represented by legal counsel.

9.6. **Hearing Costs.** All reasonable costs of such hearing(s) shall be paid for by the aggrieved party unless the Grievance Committee determines that the Access Coordinator's decision which gave rise to the complaint and review was improper and constituted an abuse of discretion, malfeasance or non-feasance. These costs shall include, but not be limited to, rental of audio or television playback equipment, preparation and copying of any transcripts and other expenses related to the production of evidence.

9.7. **Hearings.** Hearings by the Grievance Committee shall be conducted by the Chair at a time and place mutually agreed to by the Community Producer and the Committee Chair.

Rev. 3/09/06

APPENDIX A

VILLAGE OF PARK FOREST
COMMUNITY PRODUCER APPLICATION AND AGREEMENT

This is an agreement between the Village of Park Forest ("Village") and the following Community Producer(s) ("Producer"):

Name_____Tel._____
Address_____
City_____State_____Zip_____

1. I have read, am familiar with, and agree to abide by the Cable Television Public Access Rules and Regulations.

2. I understand that I am ultimately responsible for all Village equipment and facilities that I use. I agree to pay for the replacement of any and all equipment damaged or destroyed while signed out to me.

3. I understand I am responsible and agree to hold harmless the Village of Park Forest and its current cable television Franchisee, Comcast of Illinois XIII, L.P. ("Comcast"), their directors, employees, or successors, for any liability, loss, claim, cost or damage of any nature whatsoever which may arise by reason of any claim that any material cablecast or disseminated by me infringes or violates any rights of any person or organization.

4. I understand that payment of any fees gives me only the privilege of participating in accordance with the Village's Cable Television Public Access Rules and Regulations. I have no contractual rights to enforcement or continuation of those rules in their present form.

5. I affirmatively state that I am resident of the Village of Park Forest and I have provided proof of said residency to the Village by providing two (2) forms of identification, including a valid State of Illinois identification card or driver's license, and/or that I am an employee, member or volunteer of a governmental agency or of a not-for-profit organization that resides in the Village of Park Forest.

Signature_____Date_____
Name (print)_____ID#_____
Address_____Zip_____
Phone (H)_____(W)_____
If member is a minor, signature of a parent/guardian is required.
Name_____Relationship_____
Signature_____Phone_____

Rev. 3/06/06

APPENDIX B

VILLAGE OF PARK FOREST
PROGRAM APPLICATION FORM

This is an agreement between the Village of Park Forest ("Village") and the Community Producer(s) named below ("Producer"):

1. The Producer understands that he/she assumes full responsibility for any disputes arising from unauthorized use of copyrighted material, agrees to hold harmless in any such disputes the Village and Franchisee, and their directors, officers, employees, agents and representatives and that all rights and releases, including but not limited to, talent, graphics, photos, and other materials, have been properly obtained and cleared for cablecast.

2. The Producer understands that he/she will receive no financial or other payment for the use of his/her program for cablecast on the Public Access Channel.

3. The Producer is thoroughly familiar with the contents of the program and affirmatively states that no advertising material, obscene or indecent material, or lottery information appears on the program.

4. The Producer gives the Village Public Access Channel full authority to use the images, likeness, names or excerpts of the videotape(s) for promotion, screening, advertising purposes or any other use.

5. All rights to the material other than licensed by this agreement remain with the Producer. Original material will be returned to the Producer.

6. The Producer understands that he/she is a Village of Park Forest resident and/or is an employee, member or volunteer of a governmental agency or of a not-for-profit organization that resides in the Village of Park Forest and their name, address, and telephone number will be on file with the Public Access Channel.

7. The Village reserves the right to pre-empt any scheduling of the program submitted herein.

8. The Producer accepts full responsibility for the program and its content and affirmatively states that the program complies with all of the Village's Cable Television Public Access Rules and Regulations, and the Producer understands that failure to observe said Rules may result in the denial of further use of access facilities.

9. The Producer affirmatively states that he/she has obtained all necessary clearances and permissions from any and all organizations, groups and individuals as may be needed to tape and/or cablecast material on the Public Access Channel. By submitting material to the Village for cablecast, I am certifying that I have fulfilled these obligations.

10. By signing below, the Producer acknowledges that all information contained herein is truthful and that the Producer has read the Village's Cable Television Public Access Rules and Regulations. The Producer understands that failure to observe these rules may result in the denial of further use of access facilities.

11. The Producer totally assumes all responsibility for the material contained on the program submitted with this application.

I HEREBY REQUEST THE FOLLOWING PROGRAM BE CABLECAST ON THE PUBLIC ACCESS CHANNEL:

PROGRAM TITLE:_____

Format: VHS_____ ¾" _____ Sony DV _____ Mini-DV _____ Other_____
Brief Description (include elements such as topic, host, guests, locations, etc.) This description may be used by the Village of Park Forest, Star Publications, or other newspapers, so please write your description as you wish it to appear.
_____
_____
_____

Special Airing Request:_____

Does the show contain **dated material**? For example: dates or topics will soon be outdated? _____. If YES, please state the final date this show should be aired:_____, _____.

Total Running Time (TRT) from end of countdown to end of show: _____:_____:_____.

Producer(s) Name:_____**Phone:** ( )_____
Address_____
City_____State_____Zip_____

Sponsor(s) Name:_____**Phone:** ( )_____
Address_____
City_____State_____Zip_____

Signature_____Date_____
Name (print)_____ID#_____
Address_____
City_____State_____Zip_____

Rev. 3/06/06

VILLAGE OF PARK FOREST

MEMORANDUM

TO: **John A. Ostenburg, Mayor**
Village Board of Trustees

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

DATE: **March 8, 2006**

RE: **An Ordinance Amending Chapter 2of the Code of Ordinance of the Village of Park Forest, Cook and Will Counties, Illinois, Purchasing Policies**

BACKGROUND/DISCUSSION:
Illinois Public Act 094-0435 and Illinois Compiled Statute ((65 ILCS 5/8-9-1) attached), have set new purchasing limits/bidding guidelines for municipalities with a population less than 500,000. The new limit is $20,000 and replaces the previous threshold of $10,000. The old limit had been in place for quite some time. Rate of inflation increasingly made the $10,000 limit a burden on staff.

The attached Ordinance suggests a revision of the Village's purchasing limits based on the above Public Act. Throughout the Ordinance, the Village Manager's purchasing limit is increased from $10,000 to $20,000. Additionally, Department Head purchasing limits are increased from $1,000 to $2,500. The limits for Department Head purchases is set by the suggestion of the Village Manager, not the Illinois Public Act. The suggested revised limit for Department Heads allows them increased flexibility for routine purchases that have increased with inflation over the past decade.

The revisions in the attached Ordinance have been discussed with, and reviewed by, Village Attorney Mat Delort.

SCHEDULE FOR CONSIDERATION:
This issue will be on the agenda of the March 13, 2006 Regular Meeting for Board consideration and adoption **(Final Reading).**

(65 ILCS 5/8-9-1) (from Ch. 24, par. 8-9-1) Sec. 8-9-1. In municipalities of less than 500,000 except as otherwise provided in Articles 4 and 5 any work or other public improvement which is not to be paid for in whole or in part by special assessment or special taxation, when the expense thereof will exceed $20,000, shall be constructed either (1) by a contract let to the lowest responsible bidder after advertising for bids, in the manner prescribed by ordinance, except that any such contract may be entered into by the proper officers without advertising for bids, if authorized by a vote of two-thirds of all the aldermen or trustees then holding office; or (2) in the following manner, if authorized by a vote of two-thirds of all the aldermen or trustees then holding office, to-wit: the commissioner of public works or other proper officers to be designated by ordinance, shall superintend and cause to be carried out the construction of the work or other public improvement and shall employ exclusively for the performance of all manual labor thereon, laborers and artisans whom the municipality shall pay by the day or hour; and all material of the value of $20,000 and upward used in the construction of the work or other public improvement, shall be purchased by contract let to the lowest responsible bidder in the manner to be prescribed by ordinance. However, nothing contained in this section shall apply to any contract by a city, village or incorporated town with the federal government or any agency thereof.

In every city which has adopted Division 1 of Article 10, every such laborer or artisan shall be certified by the civil service commission to the commissioner of public works or other proper officers, in accordance with the requirement of that division.

In municipalities of 500,000 or more population the letting of contracts for work or other public improvements of the character described in this section shall be governed by the provisions of Division 10 of this Article 8.

(Source: P.A. 94-435, eff. 8-2-05.)

ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, PURCHASING POLICIES

BE IT ORDAINED by the President and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that Chapter 2 is, hereby, amended to read as follows:

Sec. 2-454. Contracts for supplies.

All contracts for supplies of any kind or nature let by any village officer, where the amount of such contract exceeds **~~$10,000~~** **$20,000**, shall be let as follows:

(1) The village manager shall be the general purchasing agent of the village, and the village manager or his designee shall purchase all materials, supplies, services and equipment necessary for the operation of the village;

(2) The village board of trustees shall approve all purchases when the expense thereof exceeds **~~$10,000~~** **$20,000** and reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid and to make award to the response deemed to be the most advantageous to the village and which shall be the lowest responsible bidder; and

(3) Purchases may be made or contracts awarded by the village manager without public bidding, if an operating emergency occurs which affects the public health, safety or welfare; however, the village manager shall report any emergency purchases in excess of **~~$10,000~~** **$20,000** to the board of trustees at its next regular meeting following such emergency purchase; and

(4) Certain purchases, which by their nature are not adapted to award by public bidding, shall be exempt from public bidding and shall include:

a. Professional service contracts,

b. Items available only from a single source,

c. Utilities,

d. Magazines, books or similar articles of an educational or instructional nature,

e. Procurements through state, local, federal or other government agency contracts,

f. Classifieds,

g. License and permits,

h. Maintenance or equipment servicing contracts performed by the manufacturer or authorized service agent,

i. Contracts for the printing or engraving of bonds, water certificates, tax warrants and other evidences of indebtedness,

j. Testing necessary to develop a qualified products list,

k. Items purchased for resale not resulting in a net loss,

l. Other purchases with the approval of a simple majority plus one of the board of trustees present at any regularly scheduled meeting of the board of trustees.

Sec. 2-455. Contract for work or public improvements.

All contracts for any work or other public improvements, other than supplies, when the expense thereof exceeds **~~$10,000~~** **$20,000**, shall be let as set forth in section 2-454. (Code 1966, § 2-19; Ord. No. 1484, § I, 10-12-92)

Sec. 2-496. Purchasing policies.

(a) *Purpose.*

(1) Purchasing Objectives.

a. It is the purpose of this section to establish that the principle of competitive bidding and economical procurement practices shall be applicable to all purchases as herein described.

b. The village shall encourage and actively promote local businesses and minority- and woman-owned business enterprises to bid on village purchases.

c. The village manager shall be the general purchasing agent of the village. The village manager or his/her designee(s) shall purchase all materials, supplies, services, and equipment necessary for the operation of the village.

d. Procurement procedures shall be consistent with any applicable federal, state, and local laws, and any contractual obligations with other governmental agencies.

e. The purchasing requirements as herein established are to be construed as minimum requirements, which do not restrict those authorized to make purchases for the village to go beyond these requirements.

f. The purchasing requirements will not necessarily govern every purchasing situation which may arise. In the event a specific purchase is not covered by these requirements, the purchase shall be made based on these objectives following consultation with the village manager.

(2) Competitive bidding requirements.

a. General rules and requirements.

1. All purchases shall be competitively bid based on the requirements set forth herein, except as otherwise provided herein.

2. The purchasing requirements, as herein described, shall also apply to leases, where the village is the lessee, where the total amount of the lease payments shall be construed as the total purchase amount.

3. No purchases shall be split into parts for the purpose of avoiding the provision of the otherwise applicable bidding requirements.

4. Purchases which are competitively bid shall be generally awarded to the lowest responsible bidder. For the purpose of this section, "responsible bidder" shall mean a bidder who, in the opinion of the village, is best qualified to carry out

the terms of the contract, considering not only the price, but the bidder's financial stability, experience, reputation, and the quality of its services or product. However, the village shall go beyond the cost also and consider longevity, delivery time, service cost, reliability, experience, qualifications, quality and suitability of the goods for the purpose intended and amount of village labor associated with the purchase when making a purchase. The village may, in its discretion, award a bid based partially or wholly for reasons other than price alone.

5. Bulk purchases and interdepartmental purchases are encouraged in order to take advantage of quantity discounts.

6. Explanations for purchases which were not incorporated into the fiscal year budget and which cost in excess of **~~$1,000~~ $2,500**, shall be documented and attached to the informal or formal bid sheets as provided in the following paragraph 2 (b)(2) and (3).

b. Informal bids for purchases in excess of **~~$1,000~~ $2,500** and up to **~~$10,000~~ $20,000**

1. For all purchases in excess of **~~$1,000~~ $2,500** and up to **~~$10,000~~ $20,000**, three or more quotations shall be obtained as provided in paragraphs 2 (b) (2) and (3) and the order shall be awarded to the lowest responsible bidder.

2. Quotations shall normally be obtained by telephone or fax except when the specifications cannot be effectively expressed orally. In this case, a written request for quotation will be sent to potential bidders.

3. All quotations shall be documented on an informal bid sheet (see appendix A). If three quotations cannot be obtained, or if other than the lowest quote is being recommended for purchase, the reasons shall be documented on the informal bid sheet.

4. A copy of the informal bid sheet shall be attached to a purchase order, which is completed and approved prior to making a purchase. The original shall be maintained in the project file. The purchase order shall be signed by the department head and co-signed by the village manager or the deputy village manager for purchases in excess of **~~$1,000~~ $2,500** and up to **~~$10,000~~ $20,000**. The assistant finance director may be the co-signer for purchases in excess of **~~$1,000~~ $2,500** and up to ~~$5,000~~ **$10,000**.

5. Purchases of **~~$1,000~~ $2,500** or less may be made without bids or purchase orders, although the responsibility still exists for making the most economical purchases through periodic bidding or spot price checks.

c. Formal bids for purchases in excess of **~~$10,000~~ $20,000**

1. For all purchases in excess of **~~$10,000~~ $20,000**, quotations shall be obtained as provided in paragraph 2 (c)(2) and (3), and the contract shall be awarded to the lowest responsible bidder except for the reasons specified above in the General Rules and Requirements.

2. Quotations shall be obtained through the use of bidders' lists and by publishing notice of a request for bids in a newspaper of general circulation throughout the village and/or applicable trade publications. Such notice shall simultaneously be posted on a readily accessible bulletin board in the village hall.

3. Advertisement for bids shall be published at least ten days, excluding Sundays and legal holidays, in advance of the due date announced in the advertisement for bid opening.

4. At a minimum, all requests for bids shall include the time, date, and location of the bid opening, general conditions and requirements, detailed specifications, a proposal sheet requiring the bidders signature, and any other information deemed appropriate to maximize competition.

5. All formal bids must be sealed and submitted to the village prior to the date and time stated for the opening of bids.

6. Formal bid results shall be documented on a formal bid sheet (see appendix B). If three bids cannot be obtained, or if other than the lowest bid is being recommended for purchase, the reasons shall be documented along with the formal bid sheet.

7. All contracts to be awarded pursuant to formal bids shall be approved by the Board of trustees.

8. The formal bid sheet shall be attached to a purchase order, which shall be completed and approved prior to making a purchase. The purchase order shall be signed by the department head and co-signed by the village manager or the deputy village manager in his/her absence.

d. Term contracts.

1. Bids for supply contracts for a definite term may be sought for supplies, materials, services or equipment.

2. Term-supply contracts shall be awarded pursuant to the informal and formal bid procedures in paragraphs 2 (b) and (c).

e. Construction contracts.

1. For construction contracts in excess of $50,000.00, bids shall be secured by a certified check, bank draft, satisfactory bid bond, or approved letter of credit, in the amount of five percent of the total bid price.

2. The successful bidder on all construction contracts shall also be required to furnish and pay for satisfactory performance, labor and material payment bonds in the amount of 100 percent of the contract amount and any other security required by law or by the specifications for the particular project.

3. Bid deposits shall be held for a period as is specified in the bidding instructions.

4. No bid shall be withdrawn for a period of 30 days or the time indicated in the contract subsequent to the opening of bids without the consent of the village.

5. Insurance coverage shall be required of the bidders. The extent of coverage and terms shall be included in the bidding instructions.

6. All construction contracts shall include provisions that the successful bidder comply with the prevailing wage rates.

(3) Emergency procurements.

a. Purchases may be made or contracts awarded by the village manager without competitive bidding, if an operating emergency occurs which affects the public health, safety, or welfare, where the amount thereof is not in excess of $40,000.00.

b. The village manager shall report any emergency purchases in excess of **~~$10,000~~** **$20,000** to the board of trustees at its next regular meeting following said emergency purchase, giving the name of the vendor, date, description of the item or items purchased, the amount of the purchase, the nature of the merchandise, and the justification of the emergency purchase.

c. The head of the department making an emergency purchase, as defined in paragraph (3) (a), which is in excess of **~~$1,000~~** **$2,500**, shall report to the village manager in writing the details of the emergency and the necessary purchase.

(4) Bid exemptions.

a. The following contracts, and any other contracts which by their nature are not adapted to award by competitive bidding, shall be exempt from the competitive bid procedures specified by paragraph 2:

1. Service contracts with individuals or firms holding a professional license or possessing a high degree of performance;

2. Items available only from a single source;

3. Utilities;

4. Purchases of magazines, papers, books or similar articles of an educational or instructional nature;

5. Procurements through state, local, federal or other government agency contracts;

6. Classifieds;

7. Licenses and permits;

8. Contracts for maintaining or servicing equipment, providing repair parts or supplies for equipment, which are made with the manufacturers or authorized service agent of that equipment, where the provision of parts, supplies, maintenance or servicing can best be performed by the manufacturer or authorized service agent;

9. Contracts for the printing or engraving of bonds, water certificates, tax warrants and other evidences of indebtedness;

10. Testing necessary to develop a qualified products list;

11. Items purchased for resale not resulting in a net loss.

b. Purchases meeting any of the above mentioned bid exemptions, but which are in excess

of **~~$10,000~~** **$20,000**, shall require approval by the board of trustees.

c. Purchases exempt from competitive bid procedures shall use competitive negotiation or requests for proposal where applicable.

d. The board of trustees may waive competitive bidding for other contracts. The board of trustees shall, however, first consider the recommendations of the village manager regarding such waiver.

(5) Opening of bids.

a. All formal bids shall be opened publicly by the purchasing agent or by a department head or his/her designee at the time and place stated in the invitation for bids.

b. All formal bids shall be open to public inspection for a period of at least 48 hours before a contract is awarded, except such information that discloses proprietary or financial information submitted in response to qualification statements.

(6) Rejection of bids.

a. The village reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder, and to make award to the response deemed to be the most advantageous to the village. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the grounds of age, race, color, handicap, sex, **sexual orientation,** national origin, or religious creed.

b. Any bid not in conformity with the specifications or requirements set forth by the village in the bid invitation may be rejected.

(7) Award of bid.

a. Formal bid submission shall be tabulated and a recommendation shall be prepared by the department making a purchase subject to the formal bid requirements provided in paragraph 2 (c), and sent to the village manager for review. If an award is to be made to other than the lowest bidder or if the purchase was not included in the fiscal year budget, justification must be made in writing.

b. The village manager shall send a recommendation and tabulation of all formal bids received, for purchases meeting the requirements provided in paragraph 2 (c), to the president and board of trustees for consideration of awarding a formal contract.

(8) Termination of contracts. Any bidder may be suspended or disqualified from participation in the bidding process for violation of village ordinances, or for failure to abide by past contracts with the village or with other governmental bodies.

(9) Change orders. After a contract is awarded pursuant to the competitive bid procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:

a. Is not of such a size or nature as to undermine the integrity of the original bidding process;

b. Is germane to the original contract;

c. Does not exceed 20 percent of the contract amount or term; and

d. Does not involve an additional expenditure of ~~**$5,000**~~ **$10,000** or more; or

e. Is approved by the board of trustees.

(10) Petty cash.

a. Petty cash accounts may be established, with the approval of the village manager, to expedite miscellaneous small purchases. Petty cash can be used by all departments for facilitating the transaction of village business, but shall not normally be authorized for purchases in excess of $100.00.

b. The use of petty cash shall be limited to:

1. The purchase of items which are not ordinarily on hand in the village.

2. The payment of handling or C.O.D. charges for goods delivered.

3. Small purchases that must be made in a timely fashion.

c. Petty cash requests must be accompanied by a receipt and approved by a petty cash signatory designated by the village manager.

XI. This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Adopted this ____ day of _____, 2006.

Ayes ___
Nays ___
Absent ___

APPROVED: ATTESTS:

_____ _____
Village President Village Clerk

(Ord. No. 1701, § 1, 9-25-00)

*Appendices A, B, and C of Ord. No. 1701, to which this section refers, are incorporated herein by reference and are on file with the office of the village clerk. These appendices consist of a sample informal bid list (for purchases in excess of ~~**$1,000**~~ **$2,500** and up to ~~**$10,000**~~ **$20,000**), a sample formal bid sheet, and a summary table of purchasing/disbursement requirements, respectively.

APPENDIX A

VILLAGE OF PARK FOREST
INFORMAL BID LIST

(For Purchases in excess of ~~$1,000 and up to $10,000~~ $2,500 and up to $20,000)

Vendors:

1. _____ **2.** _____ **3.** _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

Note: Include the name of the vendor's representative from whom the quote is received.
If necessary, use more than one sheet.

Quantity	Description	Vendor #1	Vendor #2	Vendor #3

TOTAL:

_____ _____

Signed (person obtaining quotes) **Date**

Comments:

APPENDIX B

VILLAGE OF PARK FOREST
FORMAL BID SHEET

_____
Item(s)

_____
Bid Opening Date

Vendors	Base Bid Amount	* Other	Net Bid Amount	Bid Security

_____
Signed

_____
Attest

*** Other — Trade-in, delivery costs, etc.**

APPENDIX C

VILLAGE OF PARK FOREST
PURCHASING/DISBURSEMENT REQUIREMENTS: SUMMARY

Per the Village of Park Forest's Purchasing Guidelines, the following matrix summarizes the required documents and signatures for all Village purchases and disbursements, excluding petty cash, expense reports; payroll related payments and utility payments:

Purchase Amount	Documents	Signatures
~~$10,0001 +~~ $20,001 +	- Purchase Order - Formal Bid Results - Voucher	- Dept. Head & Village Mgr. (DVM in his/her absence) - Board approval required - Department Head
~~$1,001 - $10,000~~ $2,501 - $20,000	- Purchase Order - Informal Bid Sheet - Voucher	- Dept. Head & Vill. Mgr. or DVM - Ass't. Finance Director ~~($1,001 $5,000)~~ ($2,501-$10,000) - Department Head
~~$1 — $1,000~~ $1 — $2,500	- Informal quotes encouraged but not required. - Voucher	- N/A - Department Head

Other Requirements:

a) All vouchers, which approve the payment of purchase, must be signed by the Department Head of the department making the purchase;
b) Purchase orders (P.O.'s) are not required for purchases of ~~$1,000~~ $2,500 or less;
c) P. O.'s when required, are to be completed and approved before purchases are made;
d) If a purchase is exempt from bidding, the reason should be written on the purchase order;
e) Purchases, as herein described, also apply to leases, where the total amount of the lease payments should be construed as the total purchase amount.
f) Purchase orders for formal bid purchases approved by the President and Board of Trustees shall note the date of the approval by the Board.

<u>Purchase Order Procedures</u>

Petty Cash accounts have been established to expedite miscellaneous small purchases. Petty Cash can be used by all departments for facilitating the transaction of Village business, but will not normally be authorized for purchases in excess of $100. Petty cash will be limited to:

a) The purchase of items which are not ordinarily on hand in the Village.
b) The payment of handline or C.O.D. charges for goods delivered.
c) Small purchases that must be made in a timely fashion.

Petty cash requests must be accompanied by a receipt and signed by the Department Head or his/her designate.

AGENDA BRIEFING

DATE: March 8, 2006

TO: President John Ostenburg
Board of Trustees

FROM: Mary G. Dankowski, Deputy Village Manager/Finance Director

RE: AN ORDINANCE AMENDING ORDINANCE NO. 1820 ADOPTING THE ANNUAL BUDGET FOR THE YEAR COMMENCING JULY 1, 2005 AND ENDING JUNE 30, 2006

BACKGROUND/DISCUSSION: Halfway through the fiscal year, expenses and revenues are analyzed. After the analysis, the budget should be amended to include revenues that have been received that were not included in the budget, as adopted, and expenses that have, similarly, been incurred that were unexpected. Budget amendments are required for spending authority. Amendments are requested in the following areas: encumbrances, Board directives, grants, adjustments and other initiatives.

Encumbrances

At the end of a fiscal year, departments are asked to identify those projects or funds that were approved by the Board, but not expended. In order to ensure that the funds are available in the next budget, they are encumbered. As encumbrances, the funds have been reserved. The process recommended by the Village auditors is for the Board to approve the current year expenditure of these funds by Budget amendment.

The following list details those expenditures that were encumbered at June 30, 2005 in the General Fund. These items will be (or were) spent in 2006.

Administration:	$ 20,000 – All American City Marketing
Economic Development:	$ 5,000 – Business Directory
Police:	$ 9,000 – Bio Hazard Protective Clothing
Fire:	$ 25,000 – Weather Warning Sirens
	1,660 – Fire Station Appliances
	384 – Fire Station Furnishings
	$ 27,044
Recreation and Parks:	$ 5,000 – Playground Safety Equipment
TOTAL	$ **66,044**

This is $27,725 less than encumbrances reserved at June 30, 2005. Less dollars are needed because of the DCEO Grant.

Board Directives

The cutover to SouthCom Joint Dispatch was completed October 4, 2005. This action resulted in the following transfer of fund balance:

Professional Services –		
	SouthCom Contribution	$299,653

The amount does not include $143,800 transferred to SouthCom to establish a reserve.

Deposit at SouthCom		$143,800

The Board approved allocating 10% of vehicle seizures to police coordinated youth activities.

Vehicle Seizure Revenue	$6,000	
	Police Part-time salaries	$6,000

With the transfer of Jolly Trolley Services, the PACE grant funds will be directed to Rich Township. The grant funds for February through June will be approximately $17,000.

Rich Township Transfer	$17,000	
	Contracted Bus Services	($17,000)

It is anticipated that the transfer of service will save the Village $44,600.

Grants

The Village was awarded a DCCEO Grant for Land Use Planning.

Grant Revenue	$40,000	
	Professional Services	$40,000

The Village has been awarded $55,000 from the Department of Human Services for Youth and Senior programs. This award will be divided between the Health and Recreation and Parks Departments.

Grant Revenue	$55,000	
	Health Services	$30,000
	Recreation & Parks Services	$25,000

Of the $30,000 in grant funds, $13,568 will cover existing salaries.

The Fire Department has been awarded a $63,633 grant for Mobil Data Terminals.

Grant Revenue	$63,633	
	Capital Outlays	$63,633

The Police Department was awarded a two-year $15,000 grant, for a total of $30,000, through Robin Kelly's office for youth initiatives. This grant will help fund the PAAC program.

Grant Revenue	$15,000	
Police Part-time Salaries		$15,000

Additionally, a Community Supervision Grant was awarded to the Police Department.

Grant Revenue	$10,000	
Police Overtime		$8,733
Police Part-Time Salaries		$1,267

Commonwealth Edison donated $1,500 to the Police Department for youth programs.

Donations	$1,500	
PAAC Equipment		$1,500

The Brownfield's Grant is a reimbursement grant whereby the Village pays Weever Boos Consulting and is then reimbursed.

Grant Revenue	$113,250	
Professional Services		$113,250

Adjustments

CDBG Fund revenues are budgeted based on grants received and applications submitted. The Fiscal 2006 Budget should be adjusted to reflect $100,000 approved for street lighting and the redirection of the Norwood demolition money. Therefore, the budget should be amended as follows:

CDBG Revenue	($200,000)	
Capital Expenditure		($200,000)

A purchase of a general service truck for Recreation and Parks was approved in the prior year and purchased in the current year.

Vehicle Services Truck Purchase	$19,576

The Water Fund experienced on unanticipated replacement of water mains on Rich and Green streets.

Capital Outlays (Engineering)	$43,000

This capital outlay will be funded with reserves.

The Aqua Center has several needed repairs, before the 2006 season, in the bathhouse for entry doors and the turtle slide.

Transfer to Aqua Center	$25,000

Other Initiatives

Engineering review associated with Victoria Place, Tamarack Subdivision and the Impressions Subdivision require a budget amendment.

Engineering Services	$15,000

The Village will attempt to recover these costs from the developer.

E-Pay software for utility billing capital outlay.

Computer Software	$ 3,000

Payments for the completion of the Fire Station, which were previously budgeted, will occur in Fiscal 2005/06. Therefore, the Budget needs to be amended to reflect the final payouts. All funds are available within the capital projects fund.

Capital Outlays	$690,000

This amount includes $200,000 to resurface the Fire Station parking lot. This project will be scheduled to coincide with the parking lot lighting replacement approved in the DownTown Budget.

The Board is being asked to establish a reserve fund balance for land acquisition and development in the amount of $210,000.

Reserved Fund Balance	$210,000

These funds will be used to acquire property through the scavenger sales process and to develop a process for gathering parcels in order to implement the land use plan.

The Library is also requesting budget amendments that will be included with the Village amendments for Board approval at an upcoming Regular meeting.

SCHEDULE FOR CONSIDERATION: This matter will appear on the agenda of the Regular Meeting of Monday, March 13, 2006 for your consideration.

ORDINANCE NO._____

AN ORDINANCE AMENDING ORDINANCE NO. 1820 ADOPTING THE ANNUAL BUDGET FOR THE YEAR COMMENCING JULY 1, 2005 AND ENDING JUNE 30, 2006

WHEREAS, the Village of Park Forest, Cook and Will Counties, Illinois, is a home rule unit of government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, as a home rule unit of government, the Village may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the Village of Park Forest adopted its Annual Budget pursuant to Ordinance No. 1820 adopted by the Village Board of Trustees on June 27, 2005; and

WHEREAS, the Village desires to amend this budget to reflect the actual financial transaction of the Village as hereinafter specified.

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

Section I. The following amendments to the 2005/2006 Annual Budget of the Village of Park Forest heretofore adopted, are hereby authorized and directed:

		Current Budget	Dr (Cr) Adjustments	Adjusted Budget
General Fund Revenues				
010000-410000	Federal Grants	(78,000)	(63,633)	(141,633)
010000-410100	State Grants	(64,000)	(233,250)	(297,250)
010000-420000	Transfers from other Funds	(758,290)	(143,800)	(902,090)
010000-470000	Contributions	0	(1,500)	(1,500)
010000-480700	Vehicle Seizure Fee	(12,000)	(6,000)	(18,000)

		Current Budget	Dr (Cr) Adjustments	Adjusted Budget
General Fund Expenditures				
010000-580000	Transfer to Other Funds	584,527	25,000	609,527
010000-590100	Rich Township Transfer	0	17,000	17,000
010100-590900	Advertising	3,000	20,000	23,000
010102-530000	Other Professional Services	50,750	40,000	90,750
010700-500110	Police Admin Overtime	40,102	2,448	42,550
010700-500120	Police Patrol Overtime	176,519	5,542	182,061
010700-500130	Police Investigations Overtime	29,000	743	29,743
010700-500210	Police Part-time Salaries	124,505	22,267	146,772
010700-540900	Uniforms	22,990	9,000	31,990
010700-541100	Public Information/Education	9,500	1,500	11,000
010800-541400	Operating Supplies	3,500	1,660	5,160
010800-560000	Capital Outlays	66,900	89,017	155,917
010900-542500	Laboratory Services	8,000	4,032	12,032
010900-560000	Capital Outlays	2,750	12,400	15,150
011100-560000	Capital Outlays	4,150	5,000	9,150
011104-531800	Contractual Services	54,700	2,800	57,500
011122-560000	Capital Outlays	47,500	17,900	65,400
011125-500200	Part-time Salaries	52,250	4,300	56,550
011700-530200	Engineering Services	30,000	15,000	45,000
011700-532000	Contractual Bus Service	162,100	(17,000)	145,100
011900-530000	Professional Services	243,700	113,250	356,950
011900-590800	Printing/Reproduction/Graphics	49,500	5,000	54,500
Library Expenditures				
031500-530000	Other Professional Services	20,000	14,280	34,280
Cook County CDBG Revenues				
160000-410000	Federal Grants	(400,000)	200,000	(200,000)
Cook County CDBG Expenditures				
160000-560000	Capital Outlays	400,000	(200,000)	200,000
Public Safety Capital Projects Expenditures				
330000-560000	Capital Outlays	19,722	690,000	709,722
Vehicle Services Expenditures				
521100-560000	Capital Outlays	0	19,576	19,576

	Current Budget	Dr (Cr) Adjustments	Adjusted Budget
Aqua Center Revenues			
530000-420000 Transfer from Other Funds	(60,000)	(25,000)	(85,000)
Aqua Center Expenditures			
531133-560000 Capital Outlays	0	25,000	25,000
E 9-1-1 Expenditures			
570000-535700 South Com Contribution	0	299,653	299,653
570000-580000 Transfers to Other Funds	0	143,800	143,800
Water Expenditures			
601900-550000 Maintenance	1,500	3,000	4,500
601952-560000 Capital Outlays	25,000	43,000	68,000

Section II. That except for the amendments provided herein, the said Annual Budget is in all other respects hereby ratified and confirmed.

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

PASSED this _____ day of _____, 2006.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED: ATTEST:

_____ _____
Village President Village Clerk