

AGENDA

SPECIAL RULES MEETING OF THE
BOARD OF TRUSTEES PARK FOREST, IL

Village Hall

7:00 p.m.

April 14, 2008

Purpose of this meeting is to adjourn to Executive Session for the Purpose of
Discussing Current Litigation

Adjournment

Executive Session

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

Village Hall

8:00 p.m.

April 14, 2008

Roll Call

Pledge of Allegiance

Reports of Village Officers

Village President
Village Manager

Village Attorney
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: Approve the Minutes of the Minutes of the Regular Meeting of February 25, 2008; the Minutes of the Executive Session of February 25, 2008
2. Resolution: A Resolution to Support a Cook County Class 8 Tax Incentive for Star Investments, LLC
3. Resolution: A Resolution Authorizing a Real Estate Sales Agreement between Star Investments LLC and the Village of Park Forest for 30 South Street and Adjacent Property
4. Resolution: A Resolution Ceding the Aggregate Remaining Unused Allocation of 2008 Private Activity Bond Volume Cap to the Illinois Finance Authority for use by Projects in the Chicago Southland Area
5. Resolution: A Resolution Granting Permission for CVS Pharmacy to Install a Temporary Garden Tent from April 21 through July 3
6. Resolution: A Resolution Approving the 2009 Fiscal Year Motor Fuel Tax Maintenance
7. Resolution: A Resolution Requiring Commonwealth Edison to Bury a Power Line
8. Resolution: A Resolution Authorizing the Sale by Public Auction of Personal Property Owned by the Village

OVER

- 9. Motion: A Motion to Authorize the Purchase of a Police Squad Car
- 10. Motion: A Motion to Authorize the Purchase of the Water Treatment Chemicals
- 11. Motion: A Motion to Authorize the Contract with S & S Construction for the Build-out of Quality Classic Health and Fitness

DEBATABLE:

- 12. Ordinance: An Ordinance Amending Ordinance No. 1869 Adopting the Annual Budget for the Year Commencing July 1, 2007 and Ending June 30, 2008 (Final Reading)
- 13. Ordinance: An Ordinance Amending Chapter 42 of the Code of Ordinances (Specialized Rescue) (First Reading)
- 14. Ordinance: An Ordinance Amending Chapter 42 of the Code of Ordinances (Spiller Pays)(First Reading)
- 15. Ordinance: An Ordinance Amending the Code of Ordinances to Establish a Water Main Infrastructure Replacement Fee (First Reading)

Adjournment

Executive Session

NOTE: Copies of all agenda items are available in the Manager's Office

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 February 25,2008; the Minutes of the Executive Session of February 25, 2008
2. MOVED, that the Mayor and Board of Trustees adopt a Resolution to Support a Cook County Class 8 Tax Incentive for Star Investments, LLC to be located at 30 South Street and vacant lot 36 in Park Forest Industry Park.
3. Resolution Authorizing a Real Estate Sales Agreement between Star Investments LLC and the Village of Park Forest for 30 South Street and Adjacent Property
4. A Resolution Ceding the Aggregate Remaining Unused Allocation of 2008 Private Activity Bond Volume Cap to the Illinois Finance Authority for use by Projects in the Chicago Southland Area
5. MOVED, that the Mayor and Board of Trustees adopt a Resolution Granting Permission for CVS Pharmacy to Install a Temporary Garden Tent from April 21 through July 3.
6. MOVED, that the Mayor and Board of Trustees approve a Resolution Approving the 2009 Fiscal Year Motor Fuel Tax Maintenance
7. MOVED, that the Mayor and Board of Trustees approve a Resolution Requiring Commonwealth Edison to Bury a Power Line
8. MOVED, that the Mayor and Board of Trustees approve a Resolution Authorizing the Sale by Public Auction of Personal Property Owned by the Village
9. A Motion to Authorize the Purchase of a Police Squad Car from Terry's Ford in Peotone, Illinois at a cost of \$20,792.00
10. MOVED, that the Manager be authorized to purchase water treatment chemicals: hydrofluosilicic acid from Viking Chemical at a cost of \$10,360.00; for salt from Viking Chemical at a cost of \$18,000.00 and carbon dioxide from Air Liquide Industrial U.S. LP in the amount of \$27,650.00 and for soda ash from Brenntag Mid-South, Inc. in the amount of \$262,800.00
11. MOVED, that the Manager be authorized to Contract with S & S Construction for the Build-out of Quality Classic Health and Fitness Total at a cost of \$145,538.00 with a 10% Contingency on landlord work in the amount of \$10,090.00 for a total cost of \$155,628.00

VILLAGE OF PARK FOREST

**Village Board Regular Meeting
Monday, February 25, 2008
Village Hall 8:00 p.m.**

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee Bonita Dillard, Trustee Gary Kopycinski, Trustee Kenneth Kramer, Trustee Robert McCray, Trustee Georgia O'Neill

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski, Assistant to the Village Manager Denyse Carreras, Village Attorney Frank Garrett, Deputy Police Chief Michael McNamara, Deputy Fire Chief Bruce Ziegler, Director of Recreation and Parks John Joyce, Director of Public Health Christine Blue, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Rich East High School Principal Dr. Jeff Craig, Plan Commission Vice-chair Doug Price, resident Ed Fisher, and Jerry Shnay *SouthtownStar Newspaper*

Meeting was called to order at 8:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann. Mayor Ostenburg led the Board and the audience in the pledge of allegiance.

Reports of Village Officers

Mayor

Mayor Ostenburg offered his condolences to the family of former Trustee Ron McLeod who served two terms as Village trustee. His public service to the community will leave a lasting imprint on Park Forest.

Mayor Ostenburg said that he would like to see the Village along with other South Suburban communities involved in handgun control especially after the tragedy at Northern Illinois University on February 14.

Village Manager

Manager Mick gave information regarding the services of Ron McLeod.

Manager Mick asked Dr. Jeff Craig, Principal of Rich East High School, to give the Board information regarding the upcoming PSAT tests on April 23 and 24. Dr. Craig showed a film clip "Be one of the 111" explaining that this is the number of students

required to pass the PSAE to reach the Yearly Average Progress required by No Child Left Behind Act. There were no questions for Dr. Crain from the Board.

Manager Mick asked Plan Commission Vice-chair Doug Price to give the annual Commission report and insight into goals for the year. Mr. Price gave the Board two reports, the goals and objectives for 2008 and the annual report. Mr. Price stated that while the downtown area has had much attention of the Plan Commission since 1995-96, the Strategic Planning Study shows that underdeveloped land use and current development in Park Forest holds a significant economic impact to the future of the Village. Both the 211 Street Station Study and the Strategic Planning Study include economic analyses establishing what is in the region and how the Village will compete in the region. Mr. Price noted that additional committee members would be welcomed.

Trustee Kopycinski complimented the Plan Commission and their fine work in putting the studies together. Mr. Price noted that the Commission has a good working relationship with the assigned Village staff. Trustee Brandon also thanked the Plan Commission and was encouraged by their progress, growth, and evolvement into a working Commission. She asked how far they had progressed in the Strategic Planning Study. Mr. Price said that they were half way there and have one more community input session with the final due date October or November.

Mayor Ostenburg asked Mr. Price to comment on how the Strategic Plan will address the Comprehensive Plan needs for the Village that was last done in 1982. Mr. Price explained there are specific areas that are contained in each plan. A Comprehensive Plan would include current and future expenses and services offered by the Village. The Strategic Plan deals with the revenue side of city government that specifically targets a particular corridor such as Western Avenue. Any infrastructure looked at would be related to any new or potential development. Mr. Price said that the two plans are very different.

Mayor Ostenburg asked if the Strategic Plan could point out any potential issues before they become unforeseen difficulties. How does the Strategic Plan allow for long term planning as related to long term development?

Director Kingma stated that the Strategic Plan is the land use element of a comprehensive plan; the next step is to include elements of utilities and transportation upgrades etc.

Mayor Ostenburg wanted to know if a new comprehensive plan could be built one segment at a time. Director Kingma and Mr. Price agreed that this does not cover any other functional areas than those specifically mentioned in the Strategic Plan except, perhaps, the South Western Avenue Annexation Area where there will be the most new development and where recommendations for utilities upgrades should be included.

Mr. Price stated that future development is a partnership between government and private developers that include land use, strategic planning, costs, and potential benefits.

Mayor Ostenburg was pleased with the Plan Commission and the staff for their work together regarding the grant, the 211 Station Study, new housing development, and Norwood Square. This allows the citizens to see that with their insight and their input, we are moving forward together.

Manager Mick announced the March 1 Saturday Rules Meeting will change to Saturday, March 8 due to a meeting at GSU on March 1 that most Board members will be attending.

Manager Mick added that the Monday, March 24 Board Meeting will be changed to Tuesday, March 25.

Manager Mick announced that there would be a business luncheon at Dining on the Green Thursday, February 28 with taxes as the topic presented by Bob Brooks, CPA.

Manager Mick reminded the Board that the Legislative Committee will meet Monday, March 3 at 7:00 pm. The tentative date for the legislative breakfast meeting in Springfield is Wednesday, April 16.

Mayor Ostenburg asked if there were any more questions for the Manager. Hearing none, he moved on to the next item on the agenda.

Village Attorney

Attorney Garret had no report.

Village Clerk

Clerk McGann had no report

Reports of Commission Liaisons and Committee Chairpersons

Trustee Dillard reported that the Plan Commission had a hearing on the revision of Zoning Ordinance 118 regarding signs, commercial and non-commercial. The Housing Authority met and will be opening their wait list again. Trustee Dillard said that the Housing Authority had been asked to part of a housing choice consortium to which they declined but they had sent a letter of support of the housing choice consortium.

Mayor Ostenburg added that the review of signage would be looked at by the attorney and will be up for discussion at the rules meeting next week.

Trustee Kramer went to the Thorn Creek Eco System Partnership meeting February 25. Although the State Legislature has allocated funds for the C2000, the money has been frozen by the Illinois Department of National Resources. Mayor Ostenburg suggested that a letter or call to the Director of Department of National Resources would help in releasing the funds.

Trustee McCray commended on Park Forest Library programs.

Trustee McCray wanted to personally thank the Park Forest Fire Department for their prompt response when he inadvertently tripped his home alarm system while changing the battery.

Citizens Comments, Observations, Petitions

There were no citizens' comments.

Consent Agenda

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

1. Motion: Approve the Minutes of the Rules Meeting of January 28, 2008; the Minutes of the Regular Meeting of January 28, 2008 and the Executive Session of January 28, 2008
2. A Motion to Authorize Entering into an Engineering Service Agreement for Flow Testing with Baxter & Woodman in the amount of \$46,000 with a contingency of \$16,500 per month if additional flow testing is required.

Approval of the consent agenda was moved by Trustee Kramer and seconded by Trustee Dillard. Mayor Ostenburg asked if there any items that anyone wished removed from the consent agenda for further discussion. On a roll call vote called by Clerk McGann, the consent agenda was approved with the following results:

Ayes: 7

Nays: 0

Absent: 0

The motion was approved with seven (7) ayes, no (0) nays and no (0) absent.

Debatable Agenda

Mayor Ostenburg called for the items on the debatable agenda. The debatable agenda included the following items:

3. Ordinance: An Ordinance Amending Chapter 118 (Zoning), Article VII ("Signs"), Section 118-302 ("General Provisions") and Section 118-303 ("Exempt Signs") of the Code of Ordinances (First Reading)

This will be on the agenda at the next regular rules committee meeting for discussion and action at the subsequent meeting.

Mayor Ostenburg called for a motion to adjourn to executive session to discuss the evaluation of an employee. Motion was made by Trustee Kramer, seconded by Trustee Brandon, and a roll call vote was taken with the following results:

Ayes: 7
Nays: 0
Absent: 0

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

Mayor Ostenburg adjourned the regular meeting to executive session at 8:50 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

AGENDA BRIEFING

DATE: April 10, 2008

TO: President Ostenburg
Board of Trustees

FROM: Sandra Zoellner
Assistant Director of Economic Development and Planning

RE: Request for approval of a Resolution to support a Cook County Class 8 Tax Incentive for Star Investments, LLC to be located at 30 South Street and vacant Lot 36 in Park Forest Industry Park

BACKGROUND/DISCUSSION:

Star Investments, LLC requests the Village's support for the Cook County Class 8 property tax incentive. The applicant proposes to purchase LOT 36 In Park Forest Industry Park and 30 South Street, a property adjoining and across the street from their existing offices and municipal waste transfer station for the purpose of relocating their customer service office, storage, and vehicle maintenance operations, in addition to expanding their surface parking lot by building a new parking lot. This is an opportunity for the Village to commit to an existing industry and afford them the opportunity to expand.

30 South Street is in a state of significant disrepair and has been declared structurally unsound by Village staff and ordered for demolition. Star Investments, LLC proposes to significantly improve the property and address the structural issues, namely by removing the roof of the building on the east side and replacing it with a modern, more energy efficient product. They intend to install recycled steel posts to bear the roof weight, modernize the buildings' interiors with an office, storage and maintenance bays. They intend to utilize an energy efficient heating system in the maintenance bays and to install skylights to maximize reliance on natural light. Star Investments LLC estimates the renovations and improvements will cost about \$500,000.

Vacant Lot 36 in Park Forest Industry Park, due to municipal ownership, has been tax exempt. Star Investments, LLC estimates they will expend roughly \$250,000 to construct the parking lot.

Approval of the request would be consistent with the Village's approved Development Incentive Policy as the proposed development is located within one of the target areas – Business and Industry Park, it is for the rehabilitation and re-utilization of a tax delinquent property and a tax exempt property, it will create new tax revenue, and it will retain existing jobs.

The Economic Development Advisory Group met April 2 to consider this request for an economic incentive. The members voted unanimously to recommend approval of the Village's support for a Cook County Class 8 property incentive for Star Investments, LLC to purchase, occupy, and substantially renovate and reoccupy 30 South Street and to construct a brand new parking lot on vacant land known as Lot 36.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular Agenda of April 14, 2008 for approval.

RESOLUTION NO. _____

A RESOLUTION OF THE VILLAGE OF PARK FOREST APPROVING CLASS 8 ASSESSMENT STATUS FOR THE REAL ESTATE LOCATED AT VACANT LOT 36 IN PARK FOREST INDUSTRY PARK AND 30 SOUTH STREET IN THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, MULTIPLE P.I.N.: 31-25-208-019-000, 31-25-208-020-0000 AND 31-25-208-021-0000

WHEREAS, the Village of Park Forest (the “Village”) desires to promote the retention and expansion of business and industry in the Village of Park Forest; and

WHEREAS, the Cook County Board of Commissioners has adopted the Cook County Real Property Classification Ordinance which provides for a Class 8 Incentive Classification designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial re-utilization of abandoned buildings; and

WHEREAS, the Village of Park Forest has determined that the property, which is vacant land, located at vacant Lot 36 in Park Forest Industry Park identified by P.I.N. 31-25-208-019-000, has been substantially vacant and/or underutilized for a period of eight years since January 10, 2000 and Star Investments, LLC (the prospective property buyer) has proposed to purchase the vacant land and construct a new surface parking lot at this location; and

WHEREAS, the Village of Park Forest has determined that the property located at 30 South Street, Park Forest, Illinois commonly identified by P.I.Ns. 31-25-208-020-0000 and 31-25-208-021-0000 have been in a state of neglect, disrepair, substantially vacant and abandoned for a period of three years since March 9, 2005 and Star Investments, LLC (the prospective property buyer) has proposed to purchase the property, rehabilitate it, reutilize it and reoccupy it as an office, storage, and maintenance shop at this location; and

WHEREAS, Star Investments, LLC has proven to the Village that such real estate is appropriate for the Class 8 Incentive and that the incentive provided by such classification is necessary for the purchase and re-utilization of these buildings and development of the vacant land lot.

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

Section 1: The Mayor and Trustees hereby find that all of the recitals contained in the preamble to this Resolution are full, true and correct and do incorporate them into this Resolution by this reference.

Section 2: That the property identified as P.I.Ns. 31-25-208-019-000, 31-25-208-020-0000 and 31-25-208-021-0000 is hereby declared eligible for Class 8 assessment classification status by Cook County; that the property has been substantially vacant and in disrepair for a period of years and the applicant proposes to purchase the property and expand their business operations at this location; that the Village of Park Forest supports and consents to the Class 8 application to the Assessor; that the incentive provided by Class 8 classification is necessary for new development

and redevelopment to occur on the property; and, that the Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution.

Section 3: This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this _____ day of _____ 2008.

APPROVED:

ATTEST:

Mayor

Village Clerk

MEMORANDUM

DATE: April 2, 2008

TO: Economic Development Advisory Group

FROM: Sandra Zoellner, Assistant Director of Economic Development & Planning

RE: Application for Class 8 at 30 South Street and vacant Lot 36 in Park Forest Industry Park

Applicant: Christine Okelman
Star Investments LLC
1501 W 175th Street
Homewood, IL 60466

Introduction

The Village of Park Forest, by using the Cook County No Cash Bid program, on January 4, 2006, initiated the process to gain ownership control of 30 South Street, commonly known as Creative Cabinets. On March 9, 2005, the Village declared 30 South Street unfit for human occupancy and placarded the structures. The Village obtained the tax deed on May 25, 2007. The Village owns a vacant lot, commonly known as Lot 36 in Park Forest Industry Park, to the immediate west of the property, which was gifted to the Village January 10, 2000 by quit claim deed by the then owner. Consequently, Lot 36 in Park Forest Industry Park has been tax exempt.

Star Investments, LLC owns property to the east, west and south of the three properties. Star Investments, LLC desires to acquire 30 South Street and vacant Lot 36 in Park Forest Industry Park for additional office, maintenance and storage space and for constructing employee and customer surface parking. The applicant indicates they intend to raze the roof of the building on the east side and replace it with a modern roof and skylights. The new roof will be buttressed with new recycled steel posts that will be set in reinforced concrete. They propose to retain as much of the original brick work and tuck point and repair it where necessary. They intend to fill in the two docks on the south side (front) of the building and add attractive windows. The applicant intends to heat the maintenance area of this building with reclaimed and recycled fuel oil.

Cook County Class Property Tax Incentive

Cook County offers a tax incentive, known as the Class 8 incentive, which is designed to encourage property owners to undertake new construction, or substantial rehabilitation or reutilization of abandoned buildings for commercial or industrial purposes. The Class 8 incentive assesses qualifying real estate at a reduced assessment level for a period of 12 years from the date that new construction or substantial rehabilitation is completed and reassessed or, in the case of abandoned property, from the date of substantial reoccupation. For industrial property, the assessment is reduced from 36 percent to 16 percent of market value for the first 10 years, to 23 percent in year 11 and 30 percent in year 12. The incentive is renewable with the Village's support.

Because Park Forest is located in both Rich and Bloom Townships, the only qualifier for the Cook County Class 8 incentive is support of the municipality. This special allowance is made for the townships targeted by the Cook County Tax Reactivation Program. If the Village supports the

requested property tax incentive, the Village Board will be asked to approve a resolution stating its support for the applicant's request of the County incentive. The property owner is then responsible for submitting a formal application to Cook County for this incentive.

Requested incentive

Star Investments, LLC is requesting a resolution from the Village of Park Forest in support of the Class 8 incentive for 30 South Street and Lot 36 in Park Forest Industry Park. The applicant is purchasing the property from the Village of Park Forest in a transaction that involves a land swap and nominal cash to simply reimburse the Village's expenses associated with the No-Cash bid acquisition and preparation for sale. In the land swap, The Village will be gaining two vacant lots on Holly Street, thereby affording the Village the opportunity to assemble several lots to market for a larger development.

The estimated property tax for both parcels commonly known as 30 South Street is based on the statement available from the Cook County Treasurer's web site. Without any renovation or improvement, the combined tax bill in 2006 was \$92,081.00.

The taxes on the vacant land owned by the Village are unknown as the land has been exempt since 2000. In comparison, Star Investments, LLC had been paying \$3,096.45 for 31-25-209-003-000 and \$3,067.75 for 31-25-209-004-0000. Similarly, for comparative purposes only, an existing surface parking lot approximately twice the size of the vacant Lot 36 in Park Forest Industry Park in the Business and Industry Park, located on North Street, is annually taxed \$41,170.

From this point forward, if EDAG so recommends, the Village and all other taxing bodies will be in a better financial position because the prior owner of 30 South Street was tax delinquent for at least two consecutive years and had allowed the buildings to significantly deteriorate. Star's renovations will make the buildings more attractive and structurally sound. And, land known as Lot 36 in Park Forest Industry Park that has been tax exempt will be returned to productive use and the tax roll.

The Economic Development Advisory Group should consider this request for a property tax incentive and make a recommendation to the Board of Trustees. This item will be presented to the Board for their consideration at the April 7 Rules and at the April 14 Regular meetings.

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Sam Montella, Chair
Economic Development Advisory Group

DATE: April 4, 2008

RE: Recommendation for Request for Economic Development Incentive at 30 South Street and vacant Lot 36 in Park Forest Industry Park for Star Investments, LLC

At our regular meeting, April 2, 2008, the Economic Development Advisory Group (EDAG) considered a request for Village support of an application to Cook County Board of Commissioners for a Class 8 property tax incentive. The request was made by Star Investment LLC to enable them to purchase and occupy the tax delinquent and substantially deteriorated buildings at 30 South Street and the vacant Lot 36 in Park Forest Industry Park.

Star Investments LLC indicated in their application that the incentive is necessary because purchase and renovation of the property is cost prohibitive due to the extensive renovation necessary to bring the property to a usable condition for their company's purposes. Further, they responded that the property tax rate in the Village combined with the purchase and renovation costs make the project viable only with the incentive.

The EDAG reviewed the application, as well as the memo prepared by staff (see attached) and discussed the importance of supporting existing businesses and their expansion efforts in the Village. EDAG members generally agreed that it is important to provide incentives to existing businesses for retention and expansion efforts.

The EDAG agreed that this expansion would benefit the Village of Park Forest and Star Investments, LLC

1. The business will construct a viable parking lot on distressed, vacant land that has been economically challenged and under utilized since, to date, nothing has been constructed on the land
2. The new parking lot will bring new property tax to the all the taxing districts
3. Re-occupancy and rehabilitation of the buildings on 30 South Street will bring additional property tax revenue to all taxing districts and will bring the buildings up to code
4. Star Investments, LLC provides a necessary service to many municipalities and has been a good corporate citizen
5. The renovation of the structures at 30 South Street will add to the positive image established by the other businesses in the Business and Industry Park
6. In exchange, the Village is obtaining two vacant land lots that are marketable

After discussing this request and the benefits outlined above, the EDAG voted unanimously to recommend approval of the Village's support for a Cook County Class 8 property tax incentive for Star Investments, LLC to purchase, renovate and reoccupy the property at 30 South Street and to construct a brand new parking lot on the vacant land at lot #36.

AGENDA BRIEFING

DATE: April 10, 2008

TO: Mayor Ostenburg
Board of Trustees

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

RE: Resolution Authorizing a Real Estate Sales Agreement between Star Investments LLC and the Village of Park Forest for 30 South Street and adjacent property

BACKGROUND/DISCUSSION:

In June 2007, the Village of Park Forest obtained the tax deed to the property at 30 South Street as part of No Cash Bid process that was initiated during the 2005 Cook County Scavenger Sale. At this time, Village Staff have negotiated a Real Estate Sales Agreement with Star Investments LLC (Homewood Disposal) for the sale of this property and the adjacent vacant lot. In summary, the terms of this sale are as follows:

- The Village will transfer to Star Investments LLC the following parcels in “as is” condition:
 - 30 South Street, which includes both PIN 31-25-208-021-000 and 31-25-208-020-000, otherwise known as Lots 37 and 38 in Park Forest Industry Park. These parcels contain the building formerly occupied by Creative Cabinets.
 - PIN 31-25-208-019-000, otherwise known as Lot 36 in Park Forest Industry Park. This is the vacant land located west of 30 South Street, and has been in Village ownership for about 8 years.
- In consideration for the property described above, Star Investments LLC will
 - Pay the Village the amount of \$15,000. This amount accounts for the Village’s expenses to obtain the tax deed to this property, including legal, environmental, and maintenance costs.
 - Transfer to the Village PIN 31-25-209-003-0000 and 31-25-209-004-0000, otherwise known as Lots 57 and 58 in Park Forest Industry Park. These are two vacant lots located on Holly Street, south of North Street.
- Star Investments will agree that construction on the property they are acquiring will begin within one (1) year of the recordation of the deed or the Village can take back the property at no cost, and the Village will transfer the vacant parcels back to Star Investments.
- The Village will support a Cook County Class 8 property tax incentive on the property.

The Village has conducted Phase I and II environmental site assessments on the 30 South Street property and found that there are no environmental conditions of concern for redevelopment. The goal in obtaining the two vacant lots from Star Investments is to create a

larger block of land along Holly Street that will be more attractive to potential industrial users. With the addition of these two lots, and after re-purchase of the lot sold to Cremation Society, we will have approximately 2.6 acres for development in this location.

Star Investments already owns property east, west, and south of the properties they will acquire from the Village. They propose to use 30 South Street and the adjacent vacant lot for additional office, maintenance and storage space and for constructing employee and customer surface parking. They intend to raze the roof of the east portion of the building and replace it with a modern roof and skylights. The new roof will be buttressed with new recycled steel posts that will be set in reinforced concrete. They propose to retain as much of the original brick work as possible, and tuck point and repair it where necessary. They will fill in the two docks on the south side (front) of the building and add attractive windows. The maintenance area of the building will be heated with reclaimed and recycled fuel oil. Our mutual goal is to close on the sale of this property in early May so Star Investments can begin construction in June 2008.

The attached Real Estate Sales Agreement was prepared by the Village Attorney and reviewed and approved by Star Investments LLC. Based on the review of the Real Estate Sales Agreement that has occurred since this item was discussed by the Board at their April 7 Rules meeting, there were revisions made to the Agreement. While most of the revisions were editorial in nature, the following more substantive changes were made:

- Given the relatively small Purchase Price involved, there will be no requirement for Earnest Money.
- If Star Investments fails to begin construction on the project within one year of the Closing Date and the Village exercises its right to take back title to the property at 30 South Street, the Village will also be obligated to give the title back to the vacant lots.
- Each Party will obtain a Title Policy for their parcels in the amount of the agreed upon market value of the property.
- It is clarified that each Party will provide to the other Party a plat of survey meeting minimum ALTA/ACSM standards.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular meeting of April 14, 2008 for your discussion.

RESOLUTION

**A RESOLUTION AUTHORIZING EXECUTION OF A REAL ESTATE SALES
AGREEMENT BETWEEN STAR INVESTMENTS LLC
AND THE VILLAGE OF PARK FOREST**

BE IT RESOLVED by the Village Mayor 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 Real Estate Sales Agreement attached hereto and incorporated herein by reference as Exhibit A is hereby approved, subject to the review and approval of the Village Attorney.

SECTION 2. The Village Manager is directed and authorized to sign the Agreement in substantially the form attached and the Village Clerk is directed and authorized to attest the signature of the Village Manager.

SECTION 3. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2008.

APPROVED:

Village Mayor

ATTEST:

Village Clerk

EXHIBIT A
REAL ESTATE SALES AGREEMENT
BETWEEN
STAR INVESTMENTS LLC
AND THE
VILLAGE OF PARK FOREST

REAL ESTATE SALES AGREEMENT

THIS REAL ESTATE AGREEMENT (this "**Agreement**") is entered into this day of April, 2008 (the "**Effective Date**"), by and between the Village of Park Forest, an Illinois Home Rule Municipal Corporation, with its principal office at 350 Victory Drive, Park Forest, Illinois 60466 (hereinafter referred to as the "**Village**") and Star Investments, L.L.C., an Illinois limited liability company, with offices at 1501 West 175th Street, Homewood, Illinois 60430 (hereinafter referred to as "**Buyer**").

RECITALS

WHEREAS, the Village owns fee simple title to the real property legally described in Exhibit A attached hereto and made a part hereof, and Buyer owns fee simple title to the real property legally described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, Buyer has determined to purchase from the Village the real property described in Exhibit A, and the Village desires to sell said property to Buyer, all in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, the Village has determined to purchase from Buyer the real property described in Exhibit B, and Buyer desires to sell said property to the Village, in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals, the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that:

1. RECITALS INCORPORATED BY REFERENCE

1.1. The recitals set forth above are incorporated herein by reference.

2. SALE AND PURCHASE

2.1. **Sale of Village Parcels and Buyer Parcels.** Subject to the terms and conditions of this Agreement, the Village and Buyer hereby agree as follows:

2.1.1. Buyer shall purchase from the Village, and the Village shall sell to Buyer, all of the land and improvements for the property legally described in Exhibit A attached hereto, which property is commonly known as 30 South Street, Park Forest, Illinois [P.I.N. 31-25-208-020-0000, P.I.N. 31-25-208-021-0000, and P.I.N. 31-25-208-019-0000], together with all rights and appurtenances pertaining to such land and improvements (the land, improvements, rights, and appurtenances described in this section 2.1.1 being referred to herein, collectively, as the "**Village Parcels**").

2.1.2. The Village shall purchase from Buyer, and Buyer shall sell to the Village, all of the land and improvements for the property legally described in Exhibit B attached hereto [P.I.N. 31-25-209-003-0000 and 31-25-209-004-0000], together with all rights and appurtenances pertaining to such land and improvements (the land, improvements, rights, and appurtenances described in this section 2.1.2 being referred to herein, collectively, as the "**Buyer Parcels**").

2.2. **Purchase Price.**

2.2.1. **Village Parcels.** The purchase price ("**Purchase Price**") to be paid by Buyer to the Village for the Village Parcels shall be Fifteen Thousand and No/100 Dollars (\$15,000.00). The Purchase Price for the Village Parcels, plus or minus the prorations and credits hereinafter provided for, shall be paid by Buyer in full at the Closing in cash, certified or cashier's check, or by federal wire transfer funds, together with such additional funds for Buyer's share of Closing costs as may be required pursuant to this Agreement.

2.2.2. **Buyer Parcels.** There shall be no purchase price payable by the Village to Buyer for the Buyer Parcels, it being acknowledged and agreed that such Buyer Parcels are being transferred and conveyed to the Village by Buyer as additional consideration for the Village's sale and conveyance of the Village Parcels to Buyer hereunder. However, the Village shall be required to deposit at the Closing such additional funds for the Village's share of Closing costs as may be required pursuant to this Agreement.

2.3. **Development of Village Parcels.** Buyer shall develop the Village Parcels in compliance with all applicable Village regulations and ordinances, including, but not limited to, the Village's development and subdivision requirements as contained in the Village Code, and any other applicable Village regulations with regard to Buyer's development of the Village Parcels and any construction related thereto (collectively, the "**Village Requirements**"). Subject to the foregoing, the Village shall reasonably cooperate with Buyer in connection with such development of the Village Parcels.

2.3.1. **Commencement.** Buyer shall commence construction on the Village Parcels within one (1) year of the date of the Closing Date (as hereinafter defined), subject to force majeure and delays attributable to the acts or omissions of the Village. For purposes hereof, construction commencement shall be defined as Buyer's commencement of the extensive renovations proposed for the existing building located on the Village Parcels (the "**Existing Building**"), including a complete removal and replacement of a portion of the roof structure, and construction of an employee parking lot on a vacant parcel located west of the Existing Building. Buyer proposes to use the Existing Building for offices, training facilities, and storage, and the Village hereby confirms that such proposed use is in compliance with applicable Village Requirements.

2.3.2. **Failure to Commence.** If Buyer fails to commence construction on the Village Parcels within one (1) year from the Closing Date pursuant to Section 2.3.1 above, and such failure is not attributable to force majeure or delays attributable to the acts or omissions of the Village, then (i) Buyer shall be obligated to transfer title to the Village

Parcels to the Village at no cost to the Village within thirty (30) days following the Village's written request (and Buyer's failure to thereafter commence construction on the Village Parcels within such additional 30-day period), and (ii) the Village shall, concurrently with such transfer of title to the Village Parcels, transfer title to the Buyer Parcels to Buyer at no cost or expense to Buyer. In such event, general real estate taxes and special assessments (i.e., taxes and special assessments for the year for which the same are actually assessed) relating to the Village Parcels shall be prorated on the basis of 105% of the most recently issued tax bill and special assessments relating to the Village Parcels in favor of the Village, and general real estate taxes and special assessments (i.e., taxes and special assessments for the year for which the same are actually assessed) relating to the Buyer Parcels shall, to the extent that the same are not exempt from such general real estate taxes and special assessments, be prorated on the basis of 105% of the most recently issued tax bill and special assessments relating to the Buyer Parcels in favor of Buyer. Buyer or the Village, as the case may be, shall pay to the other party hereto said proration credit pursuant to this Section at the time of transfer of title hereunder. In no event shall the Village sell, convey, or otherwise transfer title to the Buyer Parcels at any time prior to the expiration, termination, or express written waiver of this provision. The Village may sell, convey, or otherwise transfer title to the Buyer Parcels if Buyer commences construction on the Village Parcels in compliance with Section 2.3.1 above.

2.4. **Property Tax Incentive.** The Village shall support a Cook County Class 8 (or Class 6B) property tax incentive for the Village Parcels.

3. CLOSING DATE AND POSSESSION

3.1. The Closing of the transactions contemplated by this Agreement (herein referred to as the "**Closing**") shall be held at a mutually-acceptable office of Chicago Title Insurance Company ("**Title Company**"), unless agreed to otherwise by the Village's and Buyer's attorneys, on a date which is forty-five (45) days after the Effective Date, or as otherwise mutually agreed in writing by the parties hereto (the "**Closing Date**").

3.2. Possession shall be granted to Buyer of the Village Parcels at the time of Closing, unless otherwise agreed in writing by the parties.

3.3. Possession shall be granted to the Village of the Buyer Parcels at the time of Closing, unless otherwise agreed in writing by the parties.

4. ESCROW CLOSING

4.1. The sale of the Village Parcels and Buyer Parcels shall be closed through an escrow at the Title Company consistent with the terms of this Agreement. The parties shall each pay one-half (½) the cost of the escrow established for this Closing.

4.2. Upon creation of such an escrow, anything in this Agreement between the parties to the contrary notwithstanding, payment of the Purchase Price and delivery of the applicable Deeds shall be made through the escrow.

5. DELIVERIES AT CLOSING

5.1. **Village Deliveries.** At Closing, the Village shall deliver to the Title Company or Buyer directly, as Buyer or the Title Company may direct, the following documents for the Village Parcels:

5.1.1. A Warranty Deed executed by the Village conveying the Village Parcels to Buyer, subject to the Permitted Exceptions (as hereinafter defined) (the "**Deed**");

5.1.2. A Certificate of Non-Foreign Status of the Village as required by Section 1445 of the Internal Revenue Code;

5.1.3. Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy (as hereinafter defined);

5.1.4. A Closing Statement prepared by the Village in a manner which reflects the terms and conditions, as applicable, of this Agreement and otherwise in a form reasonably acceptable to Buyer (hereinafter referred to as the "**Closing Statement**");

5.1.5. Such proof of the Village's authority and authorization to enter into this transaction, and the Village's authority to execute the Deed, as may be required by the Title Company;

5.1.6. An Owner's Affidavit, ALTA Statement, and/or Personal (GAP) Undertaking as required by the Title Company;

5.1.7. An Affidavit of Title, in customary form, executed by the Village; and

5.1.8. The Village's share of Closing costs.

5.2. **Buyer Deliveries.** At Closing, Buyer shall deliver to the Title Company or the Village directly, as the Village or the Title Company may direct, the following for the Buyer Parcels:

5.2.1. A Warranty Deed executed by Buyer conveying the Buyer Parcels to the Village, subject to the Permitted Exceptions (as hereinafter defined);

5.2.2. A Certificate of Non-Foreign Status of Buyer as required by Section 1445 of the Internal Revenue Code;

5.2.3. Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy;

5.2.4. A Closing Statement prepared by Buyer in a manner which reflects the terms and conditions, as applicable, of this Agreement and otherwise in a form reasonably acceptable to the Village;

5.2.5. Such proof of Buyer's authority and authorization to enter into this transaction, and Buyer's authority to execute the Deed, as may be required by the Title Company;

5.2.6. An Owner's Affidavit, ALTA Statement, and/or Personal (GAP) Undertaking as required by the Title Company;

5.2.7. An Affidavit of Title, in customary form, executed by Buyer; and

5.2.8. The balance of the Purchase Price in accordance with Paragraph 2.2.2 above, plus Buyer's share of Closing costs.

5.3. **Joint Deliveries.** At Closing, Buyer and the Village shall jointly deliver the following documents to the Title Company:

5.3.1. State, county and municipal transfer tax declarations for the Village Parcels and the Buyer Parcels, respectively;

5.3.2. A deed and money escrow agreement, if required by the Title Company, in the usual form provided by the Title Company, creating a deed and money closing escrow (hereinafter referred to as the "**Closing Escrow**") with such modifications as may be required to conform to the provisions of such deed and money escrow agreement to the provisions of this Agreement, the parties agreeing that in the event of any conflict between the provisions of such deed and money escrow agreement and this Agreement, the provisions of this Agreement shall control; and

5.3.3. Countersignatures of each of the Village and Buyer to the parties' respective Closing Statements.

6. **ALLOCATION OF CLOSING COSTS AND EXPENSES**

6.1. The Village shall bear the cost of the Title Policy (excluding endorsements), the cost to record any instruments necessary to clear the Village's title (including, without limitation, any and all delinquent, unpaid, or otherwise outstanding real estate taxes and assessments affecting the Village Parcels), one-half (1/2) the cost of the Closing costs for the Village Parcels, and its own fees, costs, and attorneys' fees. Buyer shall bear the same costs for Buyer's Parcels. Buyer shall bear the cost of any recording fees with respect to the Deed for the Village Parcels and one-half (1/2) of the Closing costs. The Village shall bear the cost of any recording fees with respect to the Deed for the Buyer Parcels and one-half (1/2) of the Closing costs. State, county and municipal transfer taxes for the Buyer Parcels shall be paid by Buyer if applicable for the Buyer Parcels (provided, the Village agrees to waive any

municipal transfer taxes for the Buyer Parcels hereunder). The Village Parcels are exempt from state and county transfer taxes and from any municipal transfer taxes imposed by the Village, and Buyer shall have no responsibility or liability for any of the same.

7. PRORATIONS

7.1. The following prorations, except as specifically provided herein to the contrary, shall be made as of the Closing Date and shall be applied to reduce or increase the balance of the Purchase Price, as applicable:

7.1.1. **Taxes.** The Village represents to Buyer that general real estate taxes relating to the Village Parcels are currently exempt from payment, and that there are currently no special assessments applicable to the Village Parcels. Buyer shall be responsible for all real estate taxes and special assessments which first accrue and become due and payable with respect to the Village Parcels from and after the Closing Date. Buyer shall be responsible for all real estate taxes and special assessments which accrue and/or become due and payable with respect to the Buyer Parcels prior to the Closing Date, and the Village shall be responsible for all real estate taxes and special assessments which first accrue and become due and payable with respect to the Buyer Parcels from and after the Closing Date (it being understood and agreed that the Village shall be solely responsible, at the Village's sole cost and expenses, for pursuing a property tax exemption with respect to the Buyer Parcels following the Closing Date). General real estate taxes and special assessments relating to the Buyer Parcels (i.e., general real estate taxes and special assessments for the year for which such special assessments are actually assessed) shall be prorated on the basis of 105% of the most recently issued tax bill relating to the Village Parcels in favor of the Village and the Village shall receive a credit for said amount at Closing, which proration shall be final.

7.1.2. **Utilities.** Gas, water, electricity, heat, fuel, sewer and other utilities and operating expenses relating to the Village Parcels, if any, shall be paid by the Village through the date preceding the Closing Date based on final meter readings. If final bills are not available as of the Closing Date, the utilities will be equitably prorated based upon the most recent bills. Gas, water, electricity, heat, fuel, sewer and other utilities and operating expenses relating to the Buyer Parcels, if any, shall be paid by Buyer through the date preceding the Closing Date based on final meter readings. If final bills are not available as of the Closing Date, the utilities will be equitably prorated based upon the most recent bills. Each party shall, promptly following the Closing Date, cause all such utility accounts to be changed to reflect the proper owner of the Village Parcels and the Buyer Parcels, respectively.

7.1.3. **Miscellaneous.** If there are any other items, the credit or proration of which are necessary to fairly allocate the benefits and burdens of ownership of the Village Parcels or the Buyer Parcels, as the case may be, such items shall be prorated at the Closing as agreed by the Village's and Buyer's attorneys. Except with respect to real estate taxes and special assessments as aforesaid, in the event that accurate

prorations and other adjustments cannot be made at Closing because current bills are not available or the amount to be adjusted is not yet ascertainable, the parties shall prorate on the best available information, subject to further adjustment promptly upon receipt of the final bills or upon completion of final computations.

8. TITLE INSURANCE

8.1. **Title Commitment.** No later than ten (10) days after the Effective Date, the Village shall deliver to Buyer: (1) a commitment (hereinafter referred to as the "**Commitment**") for an Owner's Policy of Title Insurance issued by the Title Company dated on or after the Effective Date and showing title to the Village Parcels vested in the Village, subject only to: (i) the standard printed conditions and general exceptions contained in the Commitment, (ii) general real estate taxes not yet due and payable, (iii) matters created by, through or under Buyer, and (iv) all matters approved or waived by Buyer pursuant to Paragraph 8.2 below (hereinafter collectively referred to as the "**Permitted Exceptions**"); and (2) legible copies of the documents referred to in the Commitment as conditions or exceptions to title to the Property.

8.2. **Title Approval.** Buyer shall have a period of ten (10) days following receipt of all of the following: (1) the current Survey required under Section 9 below, (2) the Commitment, and (3) legible copies of the documents referred to therein as conditions or exceptions to title to the Village Parcels, to review such items and to deliver to the Village a notice of the objections that Buyer may have to anything contained in or set forth in or disclosed by the Survey, the Commitment, or such documents (hereinafter referred to as the "**Unpermitted Exceptions**"). Any exception to which Buyer does not object shall be considered a Permitted Exception. If Buyer delivers notice of any Unpermitted Exceptions to the Village, the Village may, within ten (10) days after the date of said notice, eliminate or satisfy the Unpermitted Exceptions to the satisfaction of Buyer. If the Village is unable or unwilling to so correct the Unpermitted Exceptions, the Village shall so notify Buyer, and Buyer shall have the right, at its election but as its sole and exclusive remedy, to either (i) waive the Unpermitted Exceptions and accept title to the Village Parcels subject to such Unpermitted Exceptions (in which event such exceptions shall be deemed Permitted Exceptions), or (ii) on notice to Village, terminate this Agreement, in which event none of the parties shall have any further obligation or liability under this Agreement, except as otherwise specifically provided in this Agreement.

8.3. **Title Policy.** As of the Closing Date, the Village shall cause the Title Company to issue to Buyer its Owner's Policy of Title Insurance or irrevocable commitment to issue same (hereinafter referred to as the "**Title Policy**") covering the Village Parcels in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (which the parties agree is a fair and reasonable estimate of the current market value of the Village Parcels), subject only to the Permitted Exceptions. Any endorsement requirements requested by Buyer shall be paid for solely by Buyer, although the Village shall reasonably cooperate in connection with such requirements at no cost or expense to the Village. The parties acknowledge that the Village acquired the Village Parcels through a tax deed that eliminated all real estate tax delinquencies up to and including the 2007 tax year. The parties

acknowledge that a standard title policy may not reflect the expungement of these taxes due to the failure of Cook County to change its records in a timely manner. Accordingly, any title policy may list real estate taxes as an exception to coverage and Buyer agrees to accept such exception to coverage.

8.4. **Buyer Title Obligations.** Buyer shall have the same obligations as the Village, and the Village shall have the same rights as Buyer, as set forth in Sections 8.1-8.3 above with respect to the Buyer Parcels, except that the Title Policy covering the Buyer Parcels shall be in the amount of Seventy-Five Thousand and No/100 Thousand Dollars (\$75,000.00) (which the parties agree is a fair and reasonable estimate of the current market value of the Buyer Parcels).

9. **PLAT OF SURVEY**

9.1. **Village Survey.** No later than twenty (20) days after the Effective Date (subject to any delays attributable solely to the surveyor), the Village shall provide to Buyer a survey of the Village Parcels at the Village's expense, which survey shall be prepared by an Illinois licensed surveyor, shall meet minimum ALTA/ACSM standards, and shall be certified to Buyer, the Village, and the Title Company (the "**Survey**").

9.2. **Buyer Survey.** No later than twenty (20) days after the Effective Date (subject to any delays attributable solely to the surveyor), Buyer shall provide the Village a Survey of the Buyer Parcels at Buyer's expense, which Survey shall be prepared by an Illinois licensed surveyor, shall meet minimum ALTA/ACSM standards, and shall be certified to Buyer, the Village, and the Title Company.

10. **INSPECTION**

10.1. Buyer shall have the right and opportunity to inspect the physical condition of the Village Parcels during normal business hours and upon at least two (2) business days' prior notice and, at the election of the Village, accompanied by a representative of the Village, subject to the following:

10.1.1. Buyer shall not make or cause to be made any physically intrusive testing of the Village Parcels Property without the Village's prior consent. The Village's consent to Buyer conducting an environmental inspection, including but not limited to soil borings on the Village Parcels, shall not be unreasonably withheld, conditioned, or delayed, subject to the provisions below;

10.1.2. Buyer's inspection shall not cause any irreparable injury to the Village Parcels;

10.1.3. Buyer, at its sole cost and expense, shall promptly repair any damage to the Village Parcels caused by Buyer's inspections and/or testing;

10.1.4. Buyer shall pay all costs and expenses incurred in connection with its inspection and/or testing;

10.1.5. Buyer shall indemnify, defend, and hold the Village harmless from and against any and all loss, cost, injury, damage, liability, or expense, including, without limitation, reasonable attorneys' fees and court costs, and other liability of any kind, to the extent arising out of or in connection with Buyer's activities on the Village Parcels, directly or indirectly, including, without limitation, the acts and omissions of Buyer's agents, employees, architects, engineers and other personnel; provided, however, that the foregoing indemnification shall not apply to the extent such cost, injury, damage, liability or expense is caused by negligent or willful acts or omissions of the Village, or to cost, injury, damage, liability or expense arising out of the Village becoming liable for any environmental cleanup cost which results from environmental contamination on the Village Parcels being revealed, but not caused, by Buyer's environmental inspection;

10.1.6. Prior to entering the Village Parcels, Buyer shall provide evidence to the Village through certificates of insurance that Buyer or Buyer's designated consultant maintains comprehensive general public liability insurance (including contractual liability endorsements) against claims for personal injury, death and property damage occasioned by accidents occurring upon, in or about the Village Parcels, such insurance in each case shall afford protection to the limit of not less than \$1,000,000.00 combined single limit; and

10.1.7. Buyer shall provide the Village with copies of any and all geotechnical, environmental and other test reports prepared by or at the direction of Buyer, if any.

10.2. Notwithstanding anything to the contrary contained in this Agreement, the terms, provisions, conditions and indemnifications of this Section 10 shall survive Closing and the delivery of the Deed or the termination of this Agreement.

10.3. If Buyer is not satisfied with the results of such inspection, Buyer may terminate this Agreement within thirty (30) days after the Effective Date, in which event none of the parties shall have any further obligation or liability under this Agreement, except as otherwise specifically provided in this Agreement.

11. REPRESENTATIONS

11.1. **Representations of the Village.** In order to induce Buyer to enter into this Agreement, the Village, to the best of its knowledge, represents to Buyer as follows:

11.1.1. The Village has received no notices of any violations of any laws, ordinances or regulations applicable to the Village Parcels which have not been cured.

11.1.2. This Agreement has been, and all the documents to be delivered by the Village to Buyer at Closing will be, duly authorized, executed and delivered by the Village, as applicable, and are or will be a legal, valid and binding obligation of the Village, as applicable.

11.1.3. There are no actions, suits, or proceedings pending or, to the Village's knowledge, threatened against or relating to the Village or the Village Parcels in any court or before any administrative agency.

11.1.4. The Village makes no representations as to any adverse environmental conditions affecting the Village Parcels. The Village has heretofore delivered to Buyer those certain environmental reports with respect to the Village Parcels, which reports are more specifically described as Phase I Environmental Site Assessment and Limited Phase II Environmental Site Assessment, and represents to Buyer that the Village is unaware of any additional reports in its possession concerning any environmental conditions with respect to the Village Parcels.

11.1.5. The Village has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by the Village hereunder.

11.1.6. The individuals executing this Agreement on behalf of the Village have the legal power, right, and actual authority to bind the Village to the terms and conditions of this Agreement.

11.2. **Representations of Buyer.** In order to induce the Village to enter into this Agreement, Buyer, to the best of its knowledge, represents to the Village as follows:

11.2.1. Buyer has received no notices of any violations of any laws, ordinances or regulations applicable to the Buyer Parcels which have not been cured.

11.2.2. This Agreement has been, and all the documents to be delivered by Buyer to the Village at Closing will be, duly authorized, executed and delivered by Buyer, as applicable, and are or will be a legal, valid and binding obligation of Buyer, as applicable.

11.2.3. There are no actions, suits, or proceedings pending or, to Buyer's knowledge, threatened against or relating to Buyer or the Buyer Parcels in any court or before any administrative agency.

11.2.4. Buyer makes no representations as to any adverse environmental conditions affecting the Buyer Parcels. Buyer represents to the Village that Buyer is unaware of any reports in its possession concerning any environmental conditions with respect to the Buyer Parcels.

11.2.5. Buyer has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by Buyer hereunder.

11.2.6. The individuals executing this Agreement on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

11.3. Except as otherwise set forth in this Agreement, each of the Village Parcels and the Buyer Parcels are being sold in an "**AS IS, WHERE IS**" **CONDITION AND "WITH ALL FAULTS"** as of the Effective Date and as of the Closing Date. Except as expressly set forth in this Agreement, no representations have been made or are made, and no responsibility has been or is assumed by the Village or Buyer, as the case may be, or by any officer, director, board member, employees, agents or volunteers, attorney, or representative acting or purporting to act on behalf of the parties as to the condition or repair of the Village Parcels or the Buyer Parcels, as the case may be, or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the Village Parcels or the Buyer Parcels, as the case may be, or the condition, repair, value, expense of operation or income potential of the Village Parcels or the Buyer Parcels, as the case may be, or any portion thereof. The parties acknowledge and agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged into this Agreement and the Exhibits hereto annexed, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other. Neither the Village nor Buyer makes any representations or warranties as to whether the Village Parcels or the Buyer Parcels, as the case may be, contain asbestos or any hazardous materials or harmful or toxic substances, or pertaining to the extent, location or nature of same, if any. Further, to the extent that the Village or Buyer has provided information to the other party hereto from any inspection, engineering or environmental reports concerning asbestos or any hazardous materials or harmful or toxic substances, neither the Village nor Buyer makes any representations or warranties with respect to the accuracy or completeness, methodology of preparation, or otherwise concerning the contents of such reports. Buyer acknowledges that the Village has requested that Buyer inspect the Village Parcels fully and carefully and investigate all matters relevant thereto, and that Buyer relies solely upon the results of Buyer's own inspections or other information obtained or otherwise available to Buyer, rather than any information that may have been provided by the Village to Buyer. The Village acknowledges that Buyer has requested that the Village inspect the Buyer Parcels fully and carefully and investigate all matters relevant thereto, and that the Village relies solely upon the results of the Village's own inspections or other information obtained or otherwise available to the Village, rather than any information that may have been provided by Buyer to the Village.

11.4. Buyer and the Village both waive and release each other from any present or future claims arising from or relating to the presence or alleged presence of asbestos or any hazardous materials or harmful or toxic substances in, on, under or about the Buyer Parcels

or the Village Parcels, as the case may be, including without limitation any claims under or on account of: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar state statutes, and any regulations promulgated thereunder; (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental matters of any kind; (iii) this Agreement (except for those items which survive the Closing hereunder to the extent expressly set forth herein); or (iv) the common law. The terms and provisions of this Section 11.4 shall survive Closing hereunder or termination of this Agreement.

12. STATUTORY COMPLIANCE

12.1. Buyer and the Village shall provide, and consent to, the reporting of all information regarding the sales contemplated hereunder as may be required by any act, regulation or statute, including all amendments thereto, of the United States of America, or the State of Illinois, or any agency or subdivision thereof.

12.2. Buyer and the Village shall at all times comply with all of the requirements of all county, municipal, state, federal and other applicable governmental statutes or regulations, now in force, or which may hereafter be in force pertaining to the performance of this Agreement.

13. UNIFORM VENDOR AND PURCHASER RISK ACT

13.1. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall not apply to this transaction. The Village and Buyer shall reasonably cooperate in providing any information requested by each other in either party's possession with regard to the Village Parcels or the Buyer Parcels, as the case may be.

14. CONDEMNATION PRIOR TO CLOSING

14.1. If, prior to the Closing Date, all or any significant portion (as defined in this Paragraph 14.1) of the Village Parcels or the Buyer Parcels, as the case may be, is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), the party whose parcels are affected by such taking shall notify the other party hereto of such fact promptly after obtaining knowledge thereof, and either party shall thereafter have the right to terminate this Agreement by giving written notice to the other party not later than ten (10) days after the giving of such initial notice. For the purposes hereof, a "significant portion" of the Village Parcels or the Buyer Parcels, as the case may be, shall mean fifteen percent (15%) or more of the total square footage of the Village Parcels or the Buyer Parcels, as the case may be. If either party elects not to terminate this Agreement as aforesaid, or if less than a significant portion of the Village Parcels or the Buyer Parcels is taken by eminent domain (or becomes the subject of a pending taking), there will be no abatement of the Purchase Price and the party whose parcels are affected by such taking shall assign to the other party (without recourse) at the Closing the rights of that party to the awards, if any, for

the taking, and the other party shall be entitled to receive and keep all awards for the taking of the Village Parcels or the Buyer Parcels or such portion thereof.

15. BROKERS

15.1. The parties mutually warrant and represent to the other that neither has authorized any broker to act on its behalf in respect of the transactions contemplated hereby. Each of the parties shall indemnify and save the other harmless from any claim by any other broker or other person for commissions or other compensation for bringing about the transactions contemplated hereby where such claim is based on the purported employment or authorization of such broker or other person by such party. Notwithstanding anything contained in this Agreement to the contrary, the terms, provisions, conditions and indemnifications of this Paragraph 15.1 shall survive Closing and the delivery of the Deed or the termination of this Agreement or after this transaction closes.

16. PERFORMANCE AND DEFAULT

16.1. Time is of the essence in the performance of this Agreement.

16.2. In the event the Village shall fail to comply with any of its obligations to be performed by the Village hereunder on or prior to the Closing Date, then Buyer shall be entitled, by written notice to the Village and the Village's failure to cure such non-compliance within five (5) business days thereafter, to pursue all remedies available to Buyer, at law or in equity. In no event shall the Village be liable to Buyer for any loss or damage suffered by Buyer in connection with any agreement or understanding with any third party with respect to the use, lease or purchase of the Village Parcels.

16.3. In the event Buyer shall fail to comply with any of its obligations to be performed by Buyer hereunder on or prior to the Closing Date, then the Village shall be entitled, by written notice to Buyer and Buyer's failure to cure such non-compliance within five (5) business days thereafter, to pursue all remedies available to the Village, at law or in equity. In no event shall Buyer be liable to the Village for any loss or damage suffered by the Village in connection with any agreement or understanding with any third party with respect to the use, lease or purchase of the Buyer Parcels.

17. SUCCESSORS AND ASSIGNS

17.1. Buyer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Village, the granting or denial of which consent shall be in the sole discretion of the Village. No transfer or assignment by Buyer in violation of the provisions hereof shall be valid or enforceable. The Village may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Buyer, the granting or denial of which consent shall be in the sole discretion of Buyer. No transfer or assignment by the Village in violation of the provisions hereof shall be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

18. NOTICES

18.1. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by facsimile telecommunications (followed by next day overnight delivery service), by overnight air express service, or by U.S. registered or certified mail, postage prepaid and return receipt requested, in each case addressed to the parties hereto at their respective addresses set forth below:

To the Village:	Thomas Mick, Village Manager Village of Park Forest 350 Victory Drive Park Forest, Illinois 60466 Fax: (708) 503-8560
With copies to:	Paul L. Stephanides Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd. 179 North Chicago Street Joliet, Illinois 60432-0450 Fax: (815) 722-0450
To Buyer:	Star Investments, L.L.C. 1501 West 175 th Street Homewood, Illinois 60430 Attn: Christine Okelman Fax: (708) 332-0202
With copies to:	Quarles & Brady LLP 500 West Madison Street, Suite 3700 Chicago, Illinois 60661 Attn: Eric J. Fuglsang, Esq. Fax: (312) 632-1747

18.2. Except as otherwise provided herein, notice served by certified mail or regular mail shall be effective on the third (3rd) business day following the date of mailing.

18.3. Notice by facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

19. ENTIRE AGREEMENT

19.1. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements among the parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party.

19.2. All negotiations between the parties are merged in this Agreement, and there are no understandings or agreements, verbal or written, other than those incorporated in this Agreement.

20. BINDING EFFECT

20.1. Notwithstanding anything to the contrary contained in this Agreement, after the transaction closes or in the event this Agreement is terminated for any reason, the provisions of sections 10, 11 and 15, and the covenants, warranties and all indemnifications of all parties shall survive such termination or Closing.

21. BUSINESS DAYS

21.1. Business days as used in this Agreement are defined as Monday through Friday, excluding federal holidays.

21.2. If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of such performance shall be extended to the next business day.

22. HEADINGS AND TITLES

22.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

23. COUNTERPARTS

23.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

24. SEVERABILITY

24.1. If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

25. WAIVER OF TRIAL BY JURY

25.1. The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

26. VENUE

26.1. Venue for any action taken by Buyer or the Village, whether in law or in equity, to enforce the terms of this Agreement shall be in the Circuit Court of Cook County, Illinois.

27. EFFECTIVE DATE

27.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Clerk attests the signature of the Village Manager of the Village of Park Forest.

28. NON-WAIVER

28.1. Except as herein expressly provided, no waiver by a party of any breach of this Agreement by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows of such breach at the time it accepts such payment or performance.

28.2. No failure or delay by a party to exercise any right it may have by reason of the default of any other party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

29. GOVERNING LAW

29.1. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

30. AMENDMENTS AND MODIFICATIONS

30.1. No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

31. NO RECORDING OF AGREEMENT

31.1. Neither this Agreement nor a memorandum thereof shall be recorded by Buyer or the Village.

32. APPROVALS AND CONSENTS

32.1. Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder may not be unreasonably withheld, conditioned, or delayed.

32.2. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be reasonably necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

33. CONFIDENTIALITY

33.1. The Village and Buyer shall use commercially reasonable efforts to keep the proposed transaction described herein and the terms of this Agreement strictly confidential except where disclosure is required by law or court order.

34. COSTS AND FEES

34.1. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party rising out of this Agreement, then in that event the prevailing party as determined by a court of competent jurisdiction shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.

35. EQUAL EMPLOYMENT OPPORTUNITY

35.1. **No Discrimination.** Buyer shall comply with all federal, state and local laws relating to equal employment opportunity to the extent applicable in connection with Buyer's development of the Village Parcels and any construction related thereto.

35.2. **Advertisements.** Buyer shall, in all solicitations or advertisements for employees placed by or on behalf of Buyer in connection with Buyer's development of the Village Parcels and any construction related thereto, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or natural origin.

35.3. **Contractors.** Any contracts made by Buyer with any general contractor, agent, employee, independent contractor or any other person in connection with the

development of the Village Parcels and any construction related thereto shall contain language similar to that recited in Sections 35.1 and 35.2 above.

35.4. **Local Vendors and Contractors.** Buyer shall endeavor to employ local vendors and contractors when and to the extent economically feasible in the construction process and in the ongoing marketing and management of the development of the Village Parcels, including advertising in local publications and media for available positions that are not filled by reassignment of existing employees; provided, the Village hereby acknowledges and agrees that Buyer will be utilizing _____ as Buyer's architect in connection with Buyer's development of the Village Parcels and any construction related thereto, and the Village hereby approves the same.

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

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

BUYER:

STAR INVESTMENTS, L.L.C., an
Illinois limited liability company
Corporation

By: _____
Print Name: _____
Title: _____

Tax I.D./S.S. # _____

Dated: April ____, 2008

ATTEST:

By: _____

Print Name: _____

Title: _____

Dated: April ____, 2008

VILLAGE:

VILLAGE OF PARK FOREST, an
Illinois Home Rule Municipal

By: _____
Thomas Mick, Village Manager

Dated: April ____, 2008

ATTEST:

By: _____
Print _____ Name: _____
Title: _____

Dated: April ____, 2008

EXHIBIT A

LEGAL DESCRIPTION

LOTS 36, 37 AND 38 IN PARK FOREST INDUSTRY PARK, BEING A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF OLD ORCHARD DRIVE, IN COOK COUNTY, ILLINOIS.

P.I.N. 31-25-208-019-0000
31-25-208-020-0000
31-25-208-021-0000

EXHIBIT B

LEGAL DESCRIPTION

LOTS 57 AND 58, IN PARK FOREST INDUSTRY PARK, A SUBDIVISION OF THAT PART OF THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ LYING EAST OF ORCHARD DRIVE IN SECTION 25, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 1964 AS DOCUMENT 19245059, IN COOK COUNTY, ILLINOIS.

P.I.N. 31-25-209-003-0000
31-25-209-004-0000

AGENDA BRIEFING

DATE: April 9, 2008

TO: Mayor Ostenburg
Board of Trustees

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

RE: Consideration of a Resolution Ceding the Aggregate Remaining Unused Allocation of 2008 Private Activity Bond Volume Cap to the Illinois Finance Authority for use by Projects in the Chicago Southland Area

BACKGROUND/DISCUSSION:

Every year at this time the Village is asked to consider ceding its Volume Cap for Industrial Revenue bonds to either the Illinois Finance Authority on behalf of a bond pool managed by the South Suburban Mayors and Managers Association (SSMMA), or to the City of Aurora to contribute to the First Time Homebuyers Program that is jointly funded by 75 municipalities and counties. For several years, the Village ceded a portion of the Volume Cap to both funds. In 2006 the entire amount was ceded to the First Time Homebuyers Program, and in 2007 the entire amount went to the Illinois Finance Authority on behalf of the SSMMA.

Each home rule municipality is allocated a Volume Cap amount equal to \$85 per resident, based on the most recent US Census estimate. For Park Forest the 2007 population estimate is 22,855, resulting in a total Volume Cap of \$1,942,675. Volume Cap is intended to support manufacturing projects with a minimum value of \$1 million. This can include the purchase of land, the construction of buildings, and the purchase of equipment that becomes a permanent fixture in the building. In many cases the value of the project is much greater than the amount of Volume Cap available to any one municipality. For example, the Blue Ridge Farms project used Industrial Revenue Bonds totaling \$4,350,000. The Village of Park Forest was able to provide this kind of support to that project because it had pooled its Volume Cap with the SSMMA fund.

It is Staff's recommendation that the Village Board approve the transfer of the entire amount of 2008 Volume Cap to the Illinois Finance Authority on behalf of the SSMMA bond pool. Any municipality within the SSMMA service area is able to apply for those pooled funds to support a manufacturing project within their community. The availability of these funds will assist the Village as we work to market the vacant properties in the Business Park. Even if Park Forest does not have a project that can take advantage of the volume cap, the Village can benefit financially when other projects are funded through this bond pool. In 2007 two projects were funded through the SSMMA bond pool, including projects in Homewood and South Holland, which used the full amount of the volume cap ceded by the Village of Park Forest. As a result, the Village received a fee equivalent to 1 percent of the amount of the Village's volume cap that was used, or \$19,580.60.

Note that any industrial revenue bonds that are issued in support of a manufacturing project do not become a financial obligation of the Village and the Village has no responsibility with regard to them. The attached Resolution was prepared by the SSMMA and reviewed by the Village's Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the Regular Agenda of April 14, 2008 for adoption.

Village of Park Forest, Illinois
RESOLUTION No. _____

A RESOLUTION CEDING THE AGGREGATE REMAINING UNUSED ALLOCATION OF 2008 PRIVATE ACTIVITY BOND VOLUME CAP OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, TO THE ILLINOIS FINANCE AUTHORITY FOR USE BY PROJECTS IN THE CHICAGO SOUTHLAND AREA

WHEREAS, the Village of Park Forest, Cook and Will Counties, Illinois (the "Home Rule Unit") is a municipality and a home rule unit of government duly organized and validly existing under Section 6(a) of Article VII of the 1970 Constitution and laws of the State of Illinois; and

WHEREAS, the availability of job opportunities to relieve conditions of unemployment and underemployment, and the increase of business and commerce to reduce the evils associated with unemployment and underemployment are essential to the health, safety and general welfare of the Home Rule Unit; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended, (the "Code"), places a ceiling (the "State Ceiling") on the aggregate principal amount of private activity bonds (as defined in the Code) that can be issued in the State of Illinois from January 1, 2008, to and including December 31, 2008; and

WHEREAS, the Home Rule Unit's portion of the "State's Ceiling" is \$85.00 per capita (the "Available Ceiling") based on 2007 Census Estimate of 22,855, thereby resulting in approximately \$1,942,675 of 2008 State Ceiling, of which the Home Rule Unit, has used, transferred or reserved \$0.0 (zero dollars), leaving \$1,942,675 unused (the "Available Ceiling"); and

WHEREAS, it is in the best interest of the Home Rule Unit to transfer and reallocate the Home Rule Unit's remaining, unused Available Ceiling to the Illinois Finance Authority ("IFA") and thereby permit the IFA to issue tax- exempt private activity bonds to finance industrial, manufacturing, and commercial projects for economic development purposes in the Chicago Southland Region (the "Region"); and

WHEREAS, the Home Rule Unit has issued private activity bonds requiring Volume Cap to which portions of the State Ceiling have been allocated in the aggregate principal amount of \$0.0 (zero dollars) from January 1, 2008, through the date of adoption of this Resolution; and

WHEREAS, the Home Rule Unit has a remaining, unused balance of allocated State Ceiling in the amount of approximately \$1,942,675 for the remainder of calendar year 2008; and

WHEREAS, under the Illinois Private Activity Bond Allocation Act, that portion of Available Ceiling remaining unused by a Home Rule Unit, other than a municipality with over 2,000,000 inhabitants, as of May 1 of each calendar year, shall be, on June 1 of each calendar year reserved to the Governor's Office for reallocation; and

WHEREAS, under the Illinois Private Activity Bond Allocation Act, the Home Rule Unit may reallocate to the IFA any remaining, unused portion of its Available Ceiling; and

WHEREAS, it is in the best interest of the Home Rule Unit and the Chicago Southland Region to transfer and reallocate its \$1,942,675 of unused Available Ceiling to the IFA in order to (1) further leverage the Region's Home Rule Ceiling to enable the financing of more local projects, and (2) increase the probability of receiving IFA Volume Cap to finance projects in the Region; and

WHEREAS, the Home Rule Unit will report this transfer of approximately \$1,942,675 of Volume Cap to IFA for the SSMMA Volume Cap Pool to the Governor's Office no later than May 10, 2008, as dictated by the Governor's Office allocation guidelines; and

WHEREAS, it is in the best interests of both the IFA and the Chicago Southland Region, that the IFA will notify the South Suburban Mayors and Managers Association ("SSMMA") Advisory Group regarding all projects requesting use of this Available Ceiling located in the Region through October 15, 2008; and

WHEREAS, it is in the best interest of the Chicago Southland Region to allow the SSMMA Advisory Group to first designate priorities for financing all local projects to be financed using the aggregate, transferred Available Ceiling through October 15, 2008; and

WHEREAS, the IFA shall promptly notify the SSMMA Advisory Group regarding all projects requesting use of this Available Ceiling located within the Region through October 15, 2008; and

WHEREAS, it is in the best interest of the State of Illinois, the IFA, and the Chicago Southland Region to use all Available Ceiling on or before December 31, 2008, the IFA shall promptly notify the SSMMA Advisory Group regarding all projects requesting use of this Available Ceiling located either inside or outside the Region from October 1, 2008 through December 31, 2008; and

WHEREAS, in order to optimize the economic and financial benefits of this Available Ceiling to the Chicago Southland Region, the SSMMA Advisory Group shall negotiate Volume Cap fees on its Available Ceiling with potential Borrowers on all projects requesting use of the Region's Available Ceiling.

WHEREAS, in consideration for providing this Available Ceiling, each project that uses any portion of this Available Ceiling shall execute a check prepared as of the closing date of their bond issue equal to (1.0%) of the amount of the Available Ceiling used by that Project, payable to the Village of Park Forest and collected by IFA and forwarded promptly to the Village of Park Forest.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF THE VILLAGE OF PARK FOREST:

Section 1. That the Village of Park Forest hereby transfers and reallocates its remaining, unused Available Ceiling of approximately \$1,942,675 to complete the financing of projects in the Chicago Southland Region.

Section 2. The IFA and the Home Rule Unit, and the SSMMA Advisory Group shall each retain a copy of this Resolution in their records for a minimum of 30 years. Notice of this Resolution together with a copy of this Resolution shall be given in writing by the Home Rule Unit to the Governor's Office after passage and approval hereof by no later than May 10, 2008.

Section 3. That the officials of the Home Rule Unit are hereby authorized, empowered and directed to take all necessary or advisable actions in connection with the execution and implementation of this Resolution.

Section 4. That this Resolution shall be in full force and effect from and after its passage and approval according to law.

Passed and approved this _____ day of April, 2008.

APPROVED:

Mayor

ATTEST:

Village Clerk

AGENDA BRIEFING

DATE: April 1, 2008

TO: President Ostenburg
Board of Trustees

FROM: Lawrence G. Kerestes, Director of Community Development

RE: A Resolution Granting Permission for CVS Pharmacy to Install a Temporary Garden Tent from April 21 through July 3

BACKGROUND/DISCUSSION:

For the past several years, CVS Pharmacy has requested permission to install a temporary garden tent from which live plants are sold. They have maintained the tent in good condition. They are requesting the same sort of tent during three months of the spring/summer for this year.

Attached is a resolution for the Board's consideration to grant approval.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of April 14, 2008 for your consideration.

Memorandum

DATE: April 7, 2008

TO: Larrie Kerestes

FROM: Judi Lancaster

RE: Garden Tent

CC:

For the seven year in a row, CVS Pharmacy would like to have the garden area from April 21 to approximately July 3, 2008. Again this year the garden area will be on the east side of the building.

Everything is the same as it has been for the last several years under Osco Drugs:

- Metal frame units (shelving units), which will be anchored together
- Unit will be up from approximately April 21 until July 3.
- Unit will be used to display live plants.

Specs can be provided if requested.

RESOLUTION

RESOLUTION NUMBER: _____

WHEREAS, CVS Pharmacy has requested permission to construct a 17' x 30' temporary shelving unit for the purpose of displaying and selling live plants; and

WHEREAS, said greenhouse would be constructed on the eastside of CVS Pharmacy; and

WHEREAS, said greenhouse would remain in place from April 21 through July 3; 2008 and

WHEREAS, Village Code requires that all commercial operations be “conducted within completely enclosed buildings except outdoor sales such as garden supplies but only where such sales are an accessory use to an adjacent enclosed commercial operation.”

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that CVS Pharmacy is, hereby, granted permission to install a 17' x 30' temporary shelving unit for the purpose of displaying and selling live plants on the parking lot of their property as depicted on the attached drawing from April 21 through July 3, 2008.

ADOPTED this _____ day of April, 2008

APPROVED:

ATTEST:

Village President

Village Clerk

AGENDA BRIEFING

DATE: April 4, 2008

TO: President Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: 2009 Fiscal Year Motor Fuel Tax Maintenance Resolution

BACKGROUND/DISCUSSION:

The Illinois Department of Transportation requires a **Municipal Estimate of Maintenance Costs**, form BLR 14231, and **Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code**, form BLR 14230 to appropriate Motor Fuel Tax Funds (MFT) for the fiscal year.

The MFT maintenance budget includes materials and equipment costs for snow and ice control, street light maintenance, traffic sign maintenance and pavement maintenance performed by Village forces. In addition, traffic signal maintenance, street sweeping, herbicide application, sidewalk restoration, pavement marking and pavement patching are included as contractual maintenance items.

This fiscal year's Maintenance Resolution is in the amount of \$517,162.33. The projected MFT revenue is \$690,000.00. The Public Works Department is requesting that the Board approve IDOT Maintenance Resolution. This is dependent on Board approval of the fiscal 2008/2009 budget.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of April 14, 2008 for your consideration.



Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Park Forest, Illinois, that there is hereby appropriated the sum of 517,162.33 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from July 1, 2008 to June 30, 2009.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Shiela McGann Clerk in and for the Village of Park Forest, County of Cook/Will

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Mayor and Board of Trustees at a meeting on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of

(SEAL) Village Clerk

Approved
Date
Department of Transportation
Regional Engineer



Period from 07/01/2008 to 06/30/2009

Section Number 09 - 00000 - 00 - GM

Municipality Park Forest

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
1. Contractual	I	*Western/Beacon	YR	0.25	4,349.8	\$1,087.46	
Traffic Signal	I	*Western/Norwood Sq.	YR	1	4,349.8	\$4,349.83	
Maintenance (IDOT)	I	*Western/Main St.	YR	0.33	4,349.8	\$1,435.44	
	I	*Western/Illinois	YR	0.25	4,349.8	\$1,087.46	7,960.19
1b. (Cook County)	I	*Sauk Trail/Central Park	YR	0.125	5,244.0	\$ 655.50	
	I	*Sauk Trail/Indianwood	YR	0.5	5,244.0	\$2,622.00	
For " * " items,	I	*Sauk Trail/Orchard	YR	0.5	5,244.0	\$2,622.00	
the quantity = percent	I	*Sauk Trail/Shabbona	YR	0.5	5,244.0	\$2,622.00	
of cost responsibility	I	*Sauk Trail/Blackhawk	YR	0.5	5,244.0	\$2,622.00	11,143.50
2. Contractual Traffic	I	Orchard/Lakewood	Mo	12	107.00	\$1,284.00	
Signal Maintenance	I	Orchard/Indiana	Mo	12	107.00	\$1,284.00	
(Village Participation)	I	Orchard/North	Mo	12	107.00	\$1,284.00	
	I	Orchard/Main St.	Mo	12	107.00	\$1,284.00	
	I	Forest/Lakewood	Mo	12	107.00	\$1,284.00	6,420.00
3. Street Lighting Maint.	I	Lamps 150 W HPS	Each	15	9.90	\$ 148.50	
	I	Lamps 250 W HPS	Each	15	10.50	\$ 157.50	
	I	Lamps 400 W HPS	Each	5	10.96	\$ 54.80	
	I	Photo Cells	Each	4	12.50	\$ 50.00	
	I	Misc. Hardware/supplies	LS	1	15,214.	\$15,214.20	
	I	Wire (Spool)	Each	5	275.00	\$1,375.00	
	I	Poles	Each	3	2,773.1	\$8,319.30	
	I	Electricity	Mo	12	5,083.3	\$60,999.60	
	II	Trencher Rental	Day	2	500.00	\$1,000.00	
	II	Vehicle 605	Hr	480	40.28	\$19,334.40	
	II	Vehicle 601	Hr	24	9.40	\$ 225.60	106,878.90
Total Day Labor Costs						\$106,878.90	
Total Estimated Maintenance Operation Cost							\$132,402.59
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost							\$132,402.59

Submitted: _____ Date _____ Approved: _____ Date _____

By: _____ Title _____ Regional Engineer

Submit Four (4) Copies to Regional Engineer



Period from 07/01/2008 to 06/30/2009

Section Number 09 - 00000 - 00 - GM

Municipality Park Forest

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
4. Traffic Signs and Signals	I	Sign Posts	Each	10	12.48	\$ 124.80	
	I	Traffic signal bulbs	Each	10	6.50	\$ 65.00	
	I	Traffic signs	LS	1	1,062.4	\$1,062.40	
	I	Misc. Hardware	LS	1	185.00	\$ 185.00	
	I	Street Name Signs	LS	1	1,062.4	\$1,062.40	
	II	Vehicle 605	Hr	12	40.28	\$ 483.36	
	II	Vehicle 606	Hr	8	9.40	\$ 75.20	
	II	Vehicle 613	Hr	8	32.08	\$ 256.64	3,314.80
5. Pavement Patching	I	Bituminous Surface	Ton	153	27.94	\$4,274.82	
	I	Emulsion	Gal	172	3.40	\$ 584.80	
	I	3/4 inch stone	Ton	700	10.20	\$7,140.00	
	II	Vehicle 607	Hr	16	9.40	\$ 150.40	
	II	Vehicle 621	Hr	16	13.54	\$ 216.64	
	II	Vehicle 624	Hr	16	15.83	\$ 253.28	
	II	Vehicle 609	Hr	80	9.40	\$ 752.00	13,371.94
6. Sidewalk/Curb and Gutter	I	Concrete	CY	8	92.00	\$ 736.00	
	II	Vehicle 624	Hr	4	15.83	\$ 63.32	
	II	Vehicle 660	Hr	4	9.40	\$ 37.60	
	II	Vehicle 609	Hr	4	9.40	\$ 37.60	874.52
Total Day Labor Costs						\$ 874.52	
Total Estimated Maintenance Operation Cost							\$17,561.26
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost							\$17,561.26

Submitted: _____ Date _____ Approved: _____ Date _____

By: _____ Title _____ Regional Engineer

Submit Four (4) Copies to Regional Engineer



Period from 07/01/2008 to 06/30/2009

Section Number 09 - 00000 - 00 - GM

Municipality Park Forest

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
7. Snow and Ice control	I	Salt (State Purchase)	Ton	2500	50.00	\$125,000.00	
	I	Liquid Calcium Chloride	Gal	4250	0.52	\$2,210.00	
Plowing and Salting	II	Vehicle 801*	Hr	16	25.80	\$ 412.80	
	II	Vehicle 802	Hr	56	48.78	\$2,731.68	
* = Plowing only	II	Vehicle 803	Hr	16	48.21	\$ 771.36	
	II	Vehicle 808	Hr	56	48.21	\$2,699.76	
	II	Vehicle 809*	Hr	16	25.80	\$ 412.80	
	II	Vehicle 810	Hr	56	50.78	\$2,843.68	
	II	Vehicle 811	Hr	32	48.21	\$1,542.72	
	II	Vehicle 822	Hr	56	50.78	\$2,843.68	
	II	Vehicle 828	Hr	48	55.71	\$2,674.08	
	II	Vehicle 851*	Hr	16	25.80	\$ 412.80	
	II	Vehicle 857	Hr	56	48.78	\$2,731.68	
	II	Vehicle 601*	Hr	14	15.30	\$ 214.20	
	II	Vehicle 651*	Hr	14	15.30	\$ 214.20	
Salting	II	Vehicle 702	Hr	48	32.38	\$1,554.24	
	II	Vehicle 703	Hr	8	31.81	\$ 254.48	
	II	Vehicle 708	Hr	48	31.81	\$1,526.88	
	II	Vehicle 710	Hr	48	34.38	\$1,650.24	
	II	Vehicle 711	Hr	48	31.81	\$1,526.88	
	II	Vehicle 722	Hr	48	34.38	\$1,650.24	
	II	Vehicle 728	Hr	48	39.31	\$1,886.88	
	II	Vehicle 757	Hr	40	32.38	\$1,295.20	
	II	Vehicle 613	Hr	16	16.00	\$ 256.00	
						159,316.48	
Total Day Labor Costs						\$159,316.48	
Total Estimated Maintenance Operation Cost						\$159,316.48	
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost						\$159,316.48	

Submitted: _____ Date _____ Approved: _____ Date _____

By: _____ Title _____ Regional Engineer

Submit Four (4) Copies to Regional Engineer

AGENDA BRIEFING

DATE: April 9, 2008

TO: Mayor John A Ostenburg
Board of Trustees

FROM: Lawrence G. Kerestes, Director of Community Development

RE: A Resolution Requiring Commonwealth Edison to Bury a Power Line

BACKGROUND/DISCUSSION:

Attached is the resolution which addresses the agreement between the Village and ComEd to authorize ComEd to bury an existing power line. ComEd is then permitted to pass the cost to bury a power line to its customers in the given municipality. Furthermore, ComEd requires that the work be performed pursuant to a Work Order Agreement. (See attached.) Pursuant to that Agreement, the cost to bury the power line at issue is \$103,000.00.

SCHEDULE FOR CONSIDERATION: This item will appear on the Consent Agenda of the Regular meeting of April 14, 2008 for consideration.

**A RESOLUTION REQUIRING COMMONWEALTH EDISON
COMPANY TO PLACE EXISTING ELECTRICAL WIRES WITHIN THE
RIGHT-OF-WAY UNDERGROUND IN ACCORDANCE WITH RIDER LGC**

WHEREAS, the Village of Park Forest, Cook and Will Counties, Illinois (“Village”), is a home rule municipality pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village and other governmental agencies are in the process of constructing certain improvements to the right-of-way for Western Avenue; and

WHEREAS, under Rider LGC as approved by the Illinois Commerce Commission, Commonwealth Edison Company (“Commonwealth Edison”) is permitted to recover the cost of complying with non-standard requirements imposed by municipalities; and

WHEREAS, the undergrounding of Commonwealth Edison’s distribution lines located within and near the right-of-way for Western Avenue from Illinois Street south to Sauk Trail is a non-standard municipal requirement; and

WHEREAS, the Mayor and Board of Trustees of the Village desire to require Commonwealth Edison to place its existing wires within and near the right-of-way of Western Avenue from Illinois Street south to Sauk Trail in the Village underground, provided that Commonwealth Edison recovers the cost of placing the wires underground as allowed under Rider LGC and not by billing either the Village or only the residents along Western Avenue from Illinois Street south to Sauk Trail for such costs.

WHEREAS, the specific Commonwealth Edison wires and facilities which are to be placed underground are depicted in Commonwealth Edison’s relocation sketches, incorporated herein as though fully set forth, prepared by Commonwealth Edison herein defined as work orders and any others deemed by Edison and the Village as being required to effectuate this project (the “Service Location Sketches”); and

WHEREAS, pursuant to this Resolution, the Customer Work Agreement, attached hereto and incorporated herein by reference as Exhibit A, required by Commonwealth Edison to effectuate the work described herein is approved.

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

SECTION 1. Commonwealth Edison shall be and hereby is required to place underground all of its distribution wires and other facilities located within and near the right-of-way for Western Avenue from Illinois Street south to Sauk Trail in the Village which are not already below ground as shown on the Service Location Sketches incorporated herein, provided that Commonwealth Edison shall recover the costs incurred in placing the wires and facilities underground only as permitted under and in accordance with Rider LGC.

SECTION 2. The Customer Work Agreement attached as Exhibit A is hereby approved, and the Village Manager is authorized to execute, and the Village Clerk is authorized to attest, the Customer Work Agreement to effectuate the purposes of this Resolution.

SECTION 3. This Resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the Mayor and Board of Trustees of the Village that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this Resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed.

SECTION 5. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this ____ day of _____, 2008.

APPROVED:

Mayor

ATTEST:

Village Clerk

CUSTOMER WORK AGREEMENT

PL#: 497252

CWA#: PM080054 R:0000

Date: 04/01/2008

VILLAGE OF PARK FOREST ("Customer") and ComEd ("Company") agree that the Company will furnish at the Customer's expense the labor and materials necessary to do the work for the Customer on or adjacent to the Customer's premises at 350 VICTORY, PARK FOREST, IL 60466, described below.

CUSTOMER WORK AGREEMENT - BURY ELECTRIC DISTRIBUTION LINES UNDERGROUND ALONG WESTERN AVENUE, BETWEEN SAUK TRAIL AND MAIN STREET AND, BETWEEN 26TH STREET AND THE EJ&E RAILWAY LINES.

OVH-UNDG RELOCATION COST DIFFERENTIAL	\$103,016.43
TOTAL CUSTOMER CHARGE	\$103,016.43

The Customer agrees to pay to the Company the sum of \$103,016.43, ~~payment in full due prior to beginning of Company work~~ and Customer shall adopt a resolution covering the payment of this cost.

The charges listed in this contract are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and materials are required to complete the work, or if the scope of work is altered, ComEd reserves the right to collect, and the owner agrees to pay, additional money to cover the increased costs.

The sketch, if any, attached hereto is hereby made a part of this Agreement and expressly designates ownership of the facilities referred to.

The Total Customer Charge reflects the scope of work described in this Customer Work Agreement that will be performed by the Company. This does not include charges for the relocation or removal of equipment owned by others, such as cable television or communication companies, that are attached to the Company's poles. It is the Customer's responsibility to contact these other companies to schedule the relocation or removal of their equipment from the poles. These companies will bill the Customer separately for the work they must perform.

Work will be done during the Company's regular working hours, unless otherwise specified.

This Agreement shall be void if not accepted by the Customer within thirty days from date submitted.

Transformers and metering equipment installed in conjunction with this work, shall in all cases, remain the property of the Company.

In the event the work covered by this Agreement cannot be completed within one year from the above date as a result of delays on the part of the Customer or because the Company has been denied access to the premises, the charge to the Customer shall be recomputed based on the level of costs prevailing at the time of completion of the work as stipulated in the Company's General Company Order No. 25.

This agreement is subject to the provisions of the Company's Schedule of Rates and Information and Requirements for Electric Services as on file with the Illinois Commerce Commission.

FOR THE COMPANY:

FOR APPLICANT:

FRANCISCO PEREZ

Submitted By

Accepted By

Signature

Accepted By

Signature

Print Name

Print Name

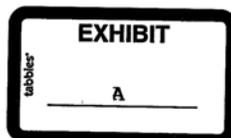
Official Capacity

Account Number: 1360515001

Work Task Number: 0627121717

Payment Stamp

Mail Bills To: VILLAGE OF PARK FOREST
VIL OF PK FOREST
PARK FOREST, IL 60466



AGENDA BRIEFING

DATE: April 10, 2008

TO: President Ostenburg
Board of Trustees

FROM: Robert H. Wilcox, Fire Chief

RE: A Resolution Authorizing the Sale by Public Auction of Personal Property
Owned by the Village of Park Forest

BACKGROUND/DISCUSSION: The attached resolution provides authority for the Village to participate in the South Suburban Mayors and Managers Association's public auction at which old vehicles and equipment will be sold.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of April 14, 2008 for your consideration.

A RESOLUTION AUTHORIZING THE SALE BY PUBLIC AUCTION OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF PARK FOREST

WHEREAS, Article VII, Section of the Constitution of the State of Illinois, and Chapter 17/27, paragraph 741-748 of the Illinois Revised statutes, authorize and encourage intergovernmental cooperation; and

WHEREAS, the South Suburban Mayors and Managers Association, a corporate organization representing municipalities and townships chartered within the State of Illinois and Counties of Cook and Will organizes joint municipal auctions of surplus vehicles; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Park Forest, it is no longer necessary, useful, or in the best interest of said jurisdiction to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the Mayor and the Board of Trustees of the Village of Park Forest; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees:

SECTION ONE: pursuant to Chapter 65, Section 5/11-76-4 of the Illinois Compiled Statute the Mayor and Board of Trustees of the Village of Park Forest find that the personal property described in Attachment "A" now owned by said jurisdiction would be best served by the property's sale.

SECTION TWO: the Village Manager for the Village of Park Forest is hereby authorized to direct the sale of the aforementioned personal property at the South Suburban Mayors and Managers Association Auction scheduled for:

8:00 a.m.
Saturday, May 3, 2008
Dyer Auto Auction
641 Joliet Street
Dyer, IN 46311-0115

SECTION THREE: the Village Manager is hereby authorized to direct the South Suburban Mayors and Managers Association to advertise the sale of the aforementioned personal property through area newspapers, direct mailings and other channels deemed appropriate prior to the date of said auction.

SECTION FOUR: the Village Manager is authorized to direct the South Suburban Mayors and Managers Association to enter into an agreement of the sale of said property whereby said property is sold at the auction according to the terms set forth in the Specifications for the Sale of Vehicles and Equipment at South Suburban Mayors & Managers Association Auctions attached hereto and made part of this ordinance.

SECTION FIVE: no bid shall be accepted for the sale of an item which is less than any minimum value set forth herein, unless the Manager or his designees so authorize at the time of auction.

SECTION SIX: upon payment in full of the auctioned price for the aforesaid items of personal property by the highest bidder, the Manager is authorized to direct the South Suburban Mayors and Managers Association to convey and transfer the title and ownership of said personal property to the bidder.

SECTION SEVEN: this resolution shall be in full force and effect from and after its passage by a vote of a majority of the corporate authorities, and approval in the manner provided by law.

PASSED this _____ day of _____, 2008.

APPROVED:

ATTEST:

Mayor

Village Clerk

EQUIPMENT INVENTORY FORM

(please type or print clearly)

MUNICIPALITY: VILLAGE OF PARK FOREST - FIRE DEPARTMENT

DATE: May 3, 2008

NAME: ROBERT H. WILCOX, FIRE CHIEF

TELEPHONE: 708-748-5606 FAX: 708-748-4890 E-MAIL rwilcox@vopf.com

<u>TYPE OF EQUIPMENT</u>	<u>INVENTORY NO.</u>	<u>MODEL</u>	<u>REMARKS</u>	<u>MIN. SALE PRICE</u>
Ambulance Cot				
Ambulance Cot				
White Dry Erase Board				
White Dry Erase Board				
10 foot Attic Ladder				
10 foot Attic Ladder				
1999 Chevrolet Tahoe				\$2,000.00

AGENDA BRIEFING

DATE: March 27, 2008

TO: President John Ostenburg
Board of Trustees

FROM: Thomas W Fleming, Chief of Police

RE: Acquisition of One (1) 2008 Ford Crown Victoria Squad Car

BACKGROUND/DISCUSSION:

The 2007/2008 Police Department budget includes \$127,000.00 in funds for the replacement of four police squad cars. Attached is the price invoice from Terry's Ford in Peotone. The South Suburban Mayors and Managers Suburban Purchasing Cooperative is no longer in effect. However, Terry's is matching the price for the State purchasing bid cost. At this time, Terry's is the only south suburban Ford dealer who has the car in stock. In the past we have purchased vehicles from Terry's Ford with positive results. It is our intent to purchase the vehicle from Terry's Ford.

The amount to be approved is:

(1) White Ford Crown Victoria Police Interceptor	\$20,792.00
--	-------------

This price leaves sufficient funds for converting and detailing the vehicles within the total budget. This is the final squad to be purchased during this budget year.

SCHEDULE FOR CONSIDERATION:

This item will appear on the Consent Agenda of the April 14, 2008, Regular Meeting for Board consideration and approval.

TERRY'S FORD LINCOLN-MERCURY

363 N. Harlem Avenue
Peotone IL 60468
708-258-2400 Ext. 256

2008 FORD CROWN VICTORIA POLICE INTERCEPTORS

Standard Equipment Includes:

Unique Police Air Induction System
Battery – Maintenance Free 78-AH, 750 CCA
Body on Frame Construction
Brake Shift Interlock Isolation from Tail Lights
Power Anti-Lock Braking System (ABS)
Drivetrain – Rear Wheel Drive
4.6L FFV OHC SEFI V8 (250 HP)
Engine Idle Meter
Engine Oil Cooler
Exhaust System, Stainless Steel
Fail Safe Cooling
Fuel Tank – 19 Gallon
Generator – High Output – 200-Amps Max
Output, 132 Amps at Idle (80 deg F)
Heat Ducts – Rear Floor Mounted
Hood Assist – Gas Cylinder
Power Rack & Pinion Steering
Power Steering Oil Cooler
Variable Assist Power Steering
Front & Rear Stabilizer Bars
Heavy Duty Frame
Heavy Duty Nitrogen Pressurized Monotube Shock
Absorbers
4-Speed Automatic Transmission
Solar Tinted Glass
17" Spare Tire/Wheel – Full Size
Heavy Duty Steel Rims 17"x7.5"
Manual Air Conditioning
AM/FM Stereo

Power Door Locks
Heavy Duty Rubber Flooring
Glove Box – Illuminated Lockable
140-MPH Certified Speedometer
Cloth Buckets/Vinyl Rear Seats
Tilt Steering
Trunk – Deep Well
Power Windows
Rear Window Defroster
Emergency Interior Trunk Release
Tire Pressure Monitoring System
Power Point – Rear Power Access
Dual Beam Map Lamp
Driver Footrest
Rear Windshield Radio Antenna
Driver & Front Passenger Airbags
Power Lumbar Driver Seat &
Manual Recline
Black Foldaway Dual Remote Power
Easy Access Labeled Fuse Panel

ALSO INCLUDES OPTIONS:

Driver's Side Spot Lamp
Rear Door Handles Inoperable
Rear Window Power Delete
Front Body Molding - Uninstalled
Courtesy Lamps Disabled

\$20,792.00

AGENDA BRIEFING

DATE: March 20, 2008

TO: Mayor Ostenburg,
Board of Trustees

FROM: Ron Erickson, Chief Water Plant Operator

SUBJECT: Award of Annual Contracts for Water Treatment Chemicals

BACKGROUND/DISCUSSION:

On Wednesday, March 19, 2008, at 2:30 p.m., the Department of Public Works opened bids for the annual supply of water treatment chemicals for use at the Water Treatment Plant. The bid was advertised in the Star newspaper and followed Village purchase policies for purchases over \$20,000. The bid was designed so that each item could be awarded separately to the lowest bidder. Ten bids were mailed, six were received for consideration. A bid tab sheet is attached.

This is the first time bids have been solicited for water treatment chemicals at the new plant. A period of time was needed to establish chemical usage trends. During the interim period the department has been pricing and purchasing chemicals on the spot market at costs similar to the bid amounts.

Total bid price exceeds 2007/2008 budgeted amounts. Purchases will be paid from the Water Account where there are sufficient funds. The 2008/2009 budget will have the correct estimate for Chemicals.

CHEMICALS

- Hydrofluosilicic Acid is used as a fluoride supplement to help prevent tooth decay.
The low bidder for 28,000 lbs of hydrofluosilicic acid is Viking Chemical in the amount of \$10,360.00 at a unit price of \$0.370 /lb.

- Salt is used to produce sodium hypochlorite which is used as the disinfectant at the plant and in the distribution system.
The low bidder for 90 tons of salt is Viking Chemical in the amount of \$18,000.00 at a unit price of \$200.00/ton.

- Carbon Dioxide is used to reduce the pH and stabilize the water after lime softening.

The low bidder for 250 tons of carbon dioxide is Air Liquide Industrial U.S. LP in the amount of \$27,650.00 at the unit price \$110.60 /ton.

- Soda Ash is used to raise the alkalinity of the raw water and thereby help remove water hardness in the treatment process.
The low bidder for 900 tons of soda ash is Brenntag Mid-South, Inc. in the amount of \$262,800.00 at the unit price \$292.00 /ton.

RECOMMENDATION: The Public Works Department recommends the award of the annual supply of Water Treatment Chemicals to the above-listed low bidders.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of April 14, 2008, for your consideration.

ANNUAL SUPPLY OF WATER TREATMENT CHEMICALS
BID OPENING; MARCH 19, 2008, AT 2:30 P.M.

2008

COMPANY	SECURITY	HYDROFLUOSILICIC ACID 28,000 LBS.			SALT 90 TONS			BULK CARBON DIOXIDE 250 TONS			BULK SODA ASH 900 TONS		
		UNIT PRICE		TOTAL BID	UNIT PRICE		TOTAL BID	UNIT PRICE		TOTAL BID	UNIT PRICE		TOTAL BID
Continental Carbonic Products, Inc.*	Check							\$ 120.00	/ton	\$ 30,000.00			
Brenntag Mid-South, Inc.	Bid Bond										\$ 292.00	/ton	\$ 262,800.00
Area Salt	Check				\$ 221.06	/ton	\$ 19,895.40						
Viking Chemical Co.	Check	\$0.370	/lb	\$ 10,360.00	\$ 200.00	/ton	\$ 18,000.00						
Air Liquide Industrial U.S. LP ** ***	Bid Bond							\$ 110.60	/ton	\$ 27,650.00			
POET - Ethanol Products LLC	Check							\$ 149.00	/ton	\$ 37,250.00			

Execptions:

*The fuel surcharge will be \$.0008 per pound of liquid CO2 (8 cents per 100 pounds) for every \$.20 per gallon increase over \$2.54 per gallon in average cost for diesel in a given month.

** Terms and conditions

***Air Liquide's total bid amount in the proposal is \$29,198.00. Using the unit price of \$110.60/ton the total bid amount was corrected to \$27,650.00 by R. Erickson and confirmed by Nicolle Bouvier, Air Liquide, 3-20-2008.

AGENDA BRIEFING

DATE: April 10, 2008

TO: President John Ostenburg
Board of Trustees

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

RE: Quality Classic Health and Fitness Buildout

BACKGROUND/DISCUSSION: Bids were received for Quality Classic Health and Fitness buildout. Eight contractors bid for the following total costs:

	<u>Total Cost</u>
Delaware Construction	\$196,658.00
JDK Construction	158,563.50
J. P. Homes	248,486.00
K. M. Holly	234,870.00
Premier Design	203,836.82
S & S Construction	145,538.00
Stronghold Construction	153,148.00
Thorndale Construction	182,433.34

In addition to the bids varying \$102,948 between the high and low bid, there was a wide fluctuation between the breakdown of tenant work, land lord work and additional line items. Based on the overall low bid price and favorable past experience with S & S Construction staff is recommending award of contract to S & S construction.

As has been previously mentioned, the tenant will pay the Village up-front for all tenant work involved. The Village then in turn will pay the contractor for all work. Because of the raw nature of the space involved, a 10% contingency amount has been added to the Board request.

Total Contract	\$145,538.00
10% Contingency on landlord work	<u>10,090.00</u>
Requested Board Approval	\$155,628.00
Amount to be reimbursed by tenant	<u>\$ 34,635.00</u>
Final Village cost before fire safety items	\$120,993.00

SCHEDULE FOR CONSIDERATION: This item is scheduled for your approval at the Regular Meeting of April 14, 2008.

Following is a list of the proposals received.

	<i>Landlord Work</i>	<i>Tenant Work</i>	<i>Line Items</i>
<i>Delaware Construction</i>	<i>\$129,019.00</i>	<i>\$56,900.00</i>	<i>\$10,739.00</i>
<i>JDK Construction</i>	<i>\$ 64,365.00</i>	<i>\$83,600.00</i>	<i>\$10,598.50</i>
<i>J. P. Homes</i>	<i>\$248,486.00</i>	<i>Included</i>	<i>Included</i>
<i>K. M. Holly</i>	<i>\$162,960.00</i>	<i>\$63,500.00</i>	<i>\$ 8,410.00</i>
<i>Premier Design</i>	<i>\$153,924.96</i>	<i>\$49,911.86</i>	<i>Included</i>
<i>S & S Construction</i>	<i>\$100,903.00</i>	<i>\$37,501.00</i>	<i>\$ 7,134.00</i>
<i>Stronghold Construction</i>	<i>\$102,093.00</i>	<i>\$43,000.00</i>	<i>\$ 8,055.00</i>
<i>Thorndale Construction</i>	<i>\$103,276.40</i>	<i>\$67,240.94</i>	<i>\$11,916.00</i>

All the above proposals are per the architects specs / drawings / notes for 295 Main.

In order to "Vanilla box" a space, Landlord installs one ADA washroom at a cost of approximately \$10,000. This amount will be used and allocated for certain items toward the health club's two washrooms. This amount will be added to Landlord's cost and deducted from Tenant work.

There will be an additional cost for the sprinklers, smoke detectors and strobe. This will be Landlord's responsibility and will be handled through the Downtown Management Office..

Tech Fire Protection - Sprinklers *\$6,800.00*

Eltron, Inc. - Smoke detectors & strobe *\$6,000.00 approx. (Bid will be in today)*

I would like to ask for approval of a 10% contingency per the Landlord cost. This would be an amount of \$10,090.00.

S & S Construction has always completed Downtown Park Forest's build out per the specs / drawings within his bid price and with no problems. When there were deadlines, which this project has, S & S Construction has always brought the project in on time. The Downtown Management Office recommends awarding the bid to S & S. Construction.

Thank you

MEMORANDUM

DATE: *April 10, 2008*

TO: *Tom Mick, Village Manager*
Mary Dankowski, Deputy Village Manager

FROM: *Sharon Bellino*
Property Manager 

RE: *295 Main Build Out - Formerly 299 Main*

This is a general summary of what the attached proposals entail for the build-out in 295 Main.

Landlord Work:

New front entrance

Divide the space - west side 3,822 square feet and east side 1,942 square feet.

Install drywall to all walls, taped and primed ready for paint

Install a new drop ceiling with grid work, tiles and lights

Install a new 10 ton HVAC unit, with duct work and vents

Install new electric panel, wiring & outlets per code

Replace back door

Prep floor, ready for Tenant flooring

.....

April 10, 2008

Page 2

Build a utility room for a hot water tank and utility sink, includes plumbing

Sprinklers - Relocating, adding & replacement of heads,

Fire safety - Install smoke detectors and strobes

Tenant Work:

Build two large washrooms, with changing room

This includes walls, plumbing, electric, flooring & fixtures

Build an office space

Thank you



Delaware Corporate Construction
 6370 West Emerald Parkway
 Suite 110
 Monee, Illinois 60449
 Phone 708-534-2399
 Fax 708-534-2463

April 9, 2008

Ms. S. Bellino
 Village Of Park Forest
 350 Victory Dr
 Park Forest, IL 60466

Subject: Proposal for Quality Classic Health & Fitness Center

Dear Ms. S. Bellino

Here is our proposal for the Quality Classic Health & Fitness Center. We would like to thank you for allowing us the opportunity to bid on this project. Delaware Corporate Construction is a general contracting firm committed to offering quality commercial and mixed-use development projects. We are confident that our proposal and our contracting services will meet with your needs.

We hereby propose to furnish all labor and material necessary for the building located at 295 Main Street Park Forest. With the Innovative Design Plans Dated 3/27/08 A1.0, A1.1, M-1, E-1, P-1, supplemental VOPF notes

Our base bid for the Landlord scope of work **\$ 125,400.00 ONE HUNDRED TWENTY FIVE THOUSAND, FOUR HUNDRED DOLLARS**

Our base bid for the tenant scope of work **\$ 56,900.00 FIFTY SIX THOUSAND, NINE HUNDRED DOLLARS**

Alternates:

- 1. Fiberglass R 19 ceiling insulation..... \$ 3,619.00
- 2. VCT in front entry \$1,420.00
- 3. Duct Insulation..... \$ 5,700.00

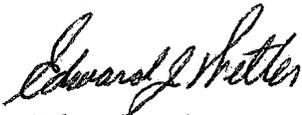
The following items apply to this proposal:

- 1. Sprinkler and the fire alarm system is not included in this proposal.
- 2. PVC was figured for the plumbing waste and vent per RFI 4/4/08.
- 3. Drywall was figured for the sill material along the north wall store front.
- 4. The 10 ton roof top as specified in VOPF supplemental no other system apply
- 5. Rubber floor was figured using 3/8"rolls not 3/4"

We have successfully completed many commercial projects, Tenant buildouts, mixed – use projects, and numerous projects with non-for –profit groups of various sizes. Having successfully completed these projects in and around Chicago Metropolitan Area, we fully understand the value of a being quality and responsible contractor who will go the extra mile to ensure a successful and timely project.

We look forward to the opportunity to meet with you to discuss, in detail, our proposal and our scope of services.

Respectfully,

A handwritten signature in cursive script, appearing to read "Edward Welter".

Edward Welter
Vice President
Delaware Corporate Construction Inc,



JDK CONSTRUCTION, INC
P.O. BOX 110
PEOTONE, IL. 60468
OFFICE (708) 258-3051 FAX (708) 258-0608

TO: Downtown Park Forest Mung
226 Forest Blvd.
Park Forest, IL
PHONE: 503-8153

DATE: 4-9-08
JOB LOCATION:
295 Main St.

We hereby submit specifications and estimates for:

Build-out of Quality Classic Health and Fitness Center
as per specs and plans prepared by
Innovative Design Concepts dated 3/27/08

landlord 60,900.00
Tenant 83,600.00

line items
Tenant's Office 1980.00
SW's C, D, E, F 550.00
VCT Front 770.00
VCT Utility 192.50
Hand Sensor Faucets 2354
Touchless Soap 187.00
Auto Hand Dryers 880.00
Auto Paper Towels 220.00
Insulate Ceiling 3465.00
line item total 10598.50

We Propose hereby to furnish material and labor complete in accordance with the above specifications, for the sum of:
One hundred fifty five thousand ninety eight and 50/100's Dollars \$ 155,098.50
Payment to be made as follows:

To be determined

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature [Signature]

Acceptance of Proposal -The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____
Signature _____

*
(late)

J.P. Construction
12721 W. Old Plank Drive
New Lenox, IL 60451
(815) 485-3075 Phone
(815) 485-7475 Fax

April 9, 2008

Proposal
295 Main Street, Park Forest

Thank you for the opportunity to bid this project.

We are proposing a price of \$248,486. The price will include all labor, material, and equipment for completion of the project with exception of the landlord costs which will be extra.

Feel free to call with any questions regarding this proposal.

Regards,

John Garcia

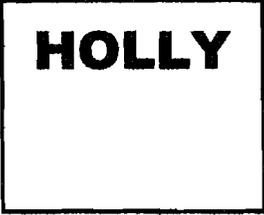
J.P. Construction
12721 W. Old Plank Drive
New Lenox, IL 60451
(815) 485-3075 Phone
(815) 485-7475 Fax

April 9, 2008

Cost Breakdown
295 Main Street, Park Forest

Dumpsters	\$500
Concrete	\$2000 Sand and patch floor.
Mason	\$2000 Cut wall and redo bricks around front door.
Carpentry	\$22,000 Frame steel walls materials and labor. Wood cripples and blocking. Install drop ceiling 2 x 4 flush tiles. No lights.
Insulation	\$4500 Approximately 6000 square feet of R-19 insulation in the ceiling. All labor and materials.
Roofing	\$2500 Patch and repair roof where penetrations will go through.
Windows and Door	\$8000 Remove existing window and replace with door.
Plumbing	\$44,606 All labor and materials.
Electrical	\$31,500 All labor material and necessary equipment.
Painting	\$8,500
Mirrors	\$1000
Tile	\$3700
HVAC	\$19,850
Drywall	\$4830
General Contracting	\$93,000

*



K.M. HOLLY CONSTRUCTION COMPANY INC.
P.O. BOX 634 TINLEY PARK, IL 60477
TEL: (708) 429-9955 FAX: (708) 614-0778

April 8, 2008

Downtown Park Forest Management Office
226 Forest Blvd.
Park Forest, IL 60466

Attn: Ms. Sharon Bellino

Re: Construction services proposal for...

Quality Classic Health & Fitness Center
295 Main St.
Park Forest, IL

Dear Ms. Bellino,

Thank you for the opportunity to service your construction needs. We have assembled our construction costs for tenant improvements at the above address for this 3822 square foot build out as outlined in the drawings supplied to us. I feel we have accomplished one of our goals namely to assemble a competitive proposal for our construction services. We are aware of your desire to have a quick turn around on this project and I am looking forward to working with you to achieve this goal.

K. M. Holly proposes to furnish all material, labor, supervision, tools, equipment, general liability and workers compensation insurances, and all related items for the satisfactory completion of the work described below.

This work will be completed according to the plans supplied. These plans were drawn by Innovative Design Concepts, Inc. sheets A1.0, A1.1. E1, M1 & P1 dated 03/27/08. We propose to perform this work for ...

One Hundred Fifty Four Thousand Nine Hundred Fifty Dollars... \$ 154,950.00

Qualifications

#1) A free and unencumbered workspace is assumed. All work areas will be given to us at the same time so that the work will flow smoothly and will not be interrupted or stopped.

#2) Upon receipt of this executed proposal, work will be started as quickly as possible. All work will be completed within 45 days of the start of construction depending on timely cooperation from village officials and clients during the inspection and product approval and selection stages of the project.

X #3) Work hours are from Monday thru Friday 6:30am thru 3:30pm. If any work is required to be performed at times other than these, overtime pay will result and our workers and our subcontractors' workers will be reimbursed for this additional expense.

#4) All items that are the owner's responsibility will be coordinated with the contractor so as to not cause any interference with the execution of the work. All items to be by the tenant or landlord will be handled by others.

#5) If there is a discrepancy between the terms used in this proposal and the details or terms on the drawings, the terms used in this proposal supersede.

#6) The water pipe connects to an existing 1 1/2" line located in the basement directly below the door that exits the building at the rear. The gas piping to the existing roof top unit will be utilized and hooked up to the new furnace.

#7) As per the documents, the existing roof curb will be utilized for the new furnace. The owner's architect or engineer is to check the adequacy of the existing structure to receive the new furnace.

#8) The following work was not listed on the drawings however it is included as part of our proposal to the owner.

- A) Automatic overhead door closures on washroom doors.
- B) Electric disconnect switch for new furnace. Drawings show this as existing.
- C) Demolition and remodeling of existing front wall to make room for new main entrance. Work includes remodeling of the following components; aluminum framing, glazing, masonry and adding new store front entrance doors.
- D) Two fire extinguishers with wall hook attachment.
- E) The existing floor is very rough. Floor patching was not specified it is however recommended to be performed before laying of ether the rubber, carpet or VCT flooring. See alternative for floor patching.
- F) The rubber tile type used for purposes of this bid is Johnsonite Replax tiles (24" by 24", 3/8" thick) or equal.

#9) The following items are not included in this proposal.

- A) Any additional requirements from any municipality or government authority, which are not listed here or shown on the drawings.
- B) Any permits, fees, meter fees, tap fees or such. Any costs for utility bills for usage of such on site.

- C) Any lockers.
- D) Roof patching or new roof curb work for new furnace, exhaust or vent work. It is assumed the landlord will contact their roofer for any work that may be required in order to not void any existing warranty.
- E) Builders Risk Insurance.
- F) Bonds or bond fees, sound system, telephone/data wiring or raceways, alarm work, exterior signage, security system.

Alternatives

- #1) to perform the work detailed as tenant work; namely the washrooms, closet and office area. Add \$ 63,500

- #2) To relocate the switches at the new front entrance. Add \$ 400.00

- #3) To floor patch the entire floor area of the space. Add \$3810.00

- #4) To insulate on top of all the acoustical ceiling panels. Add \$ 4,200.00

K. M. Holly Construction has been in business since 1987. We have completed new, build-out and renovation construction projects for various owners throughout our twenty year history. For your information and use I have included with this proposal a partial list of projects that demonstrates the wide variety of construction projects we have been involved in and the board range of our clients. You will also find enclosed a sample insurance certificate indicating the coverage my company presently maintains.

In an effort to reduce the overall cost of this project we can perform value engineering on the work included in this proposal. If you would like us to complete this work or have any questions please call me at your earliest convenience. I look forward to working with you on this project.

Sincerely,



Kevin Holly

Proposal Acceptance



One Tower Lane - 17th Floor
Oakbrook Terrace, IL. 60181
PH.: 630.242.8327
FX.: 630.242.8340

April 9, 2008

Mr. Sharon Bellino
Village of Park Forest
226 Forest Blvd.
Park Forest, IL.

Re.: Health & Fitness Center – 295 Main Street, Park Forest

Dear: Sharon

Thank you for the opportunity to bid this project. Please review the attached bid. If you have any questions please call me at 877-452-0948. Project Totals

1.) Landlord work: \$153,924.96
2.) Tenant Work: \$49,911.86
\$202,836.82
203,836.82

Separate Line items:

Are to be added free of cost

Sincerely,

Daniel L. Lumsdon

Daniel L. Lumsdon

Client: Health & Fitness - ~~Tenant Work~~
Property: 295 Main Street
Park Forest, IL

Home: 0 -

Operator Info:

Operator: DAN
Estimator: Scott Adams
Reference:

Date Entered: 4/8/2008

Price List: ILCC5R8A

Labor Efficiency: New Construction

2008-04-08-0131-AA

File Number:

2008-04-08-0131-AA

Proposed

Main Level

Open Gym

Ceiling Height: 18'

DESCRIPTION	QNTY
Rough in plumbing - per fixture	1.00 EA
Drinking fountain with cooler	1.00 EA

Women's Rest

Ceiling Height: 8'

DESCRIPTION	QNTY
Rough in plumbing - per fixture	5.00 EA
Handicap grab bar - Stainless steel, 1 1/2" x 48"	1.00 EA
Bathroom mirror - w/metal frame - surface mtd. - Std grd	8.00 SF
Paper towel dispenser	1.00 EA
Handicap grab bar - Stainless steel, 1 1/2" x 30"	1.00 EA
Toilet paper dispenser - double roll	1.00 EA
Suspended ceiling grid - 2' x 4'	176.72 SF
Suspended ceiling tile - 2' x 4'	176.72 SF
Metal studding, 3 5/8" wide, 16" OC, 20 Ga.	574.68 SF
Batt insulation - 4" - R11	574.68 SF
5/8" drywall - hung, taped, with smooth wall finish	574.68 SF
Seal/prime the walls - one coat	574.68 SF
Paint the walls - one coat	574.68 SF
Tile - vinyl composition	176.72 SF
Cove base molding - rubber or vinyl, 4" high	71.84 LF
Floor preparation for sheet goods - Heavy	176.72 SF
Exhaust fan - Standard grade	1.00 EA
110 volt copper wiring run, box and outlet	2.00 EA
Emergency lighting - battery - Commercial	1.00 EA
Fluorescent - acoustic grid fixture - four tube, 2'x 4'	3.00 EA
110 volt copper wiring run and box - rough in only	1.50 EA
Sink faucet - Bathroom	2.00 EA
Sink - single	2.00 EA
Toilet	2.00 EA
Interior door	1.00 EA

Men's Rest

Ceiling Height: 8'

DESCRIPTION	QNTY
Rough in plumbing - per fixture	6.00 EA
Handicap grab bar - Stainless steel, 1 1/2" x 48"	1.00 EA
Bathroom mirror - w/metal frame - surface mtd. - Std grd	8.00 SF
Paper towel dispenser	1.00 EA
Handicap grab bar - Stainless steel, 1 1/2" x 30"	1.00 EA

2008-04-08-0131-AA

3/9/2008 Page: 2

CONTINUED - Men's Rest

DESCRIPTION	QNTY
Toilet paper dispenser - double roll	1.00 EA
Suspended ceiling grid - 2' x 4'	169.06 SF
Suspended ceiling tile - 2' x 4'	169.06 SF
Metal studding, 3 5/8" wide, 16" OC, 20 Ga.	497.39 SF
Batt insulation - 4" - R11	497.39 SF
5/8" drywall - hung, taped, with smooth wall finish	497.39 SF
Seal/prime the walls - one coat	497.39 SF
Paint the walls - one coat	497.39 SF
Tile - vinyl composition	169.06 SF
Cove base molding - rubber or vinyl, 4" high	62.17 LF
Floor preparation for sheet goods - Heavy	169.06 SF
Exhaust fan - Standard grade	1.00 EA
110 volt copper wiring run, box and outlet	2.00 EA
Emergency lighting - battery - Commercial	1.00 EA
Fluorescent - acoustic grid fixture - four tube, 2'x 4'	3.00 EA
110 volt copper wiring run and box - rough in only	1.50 EA
Urinal - wall hung	2.00 EA
Sink faucet - Bathroom	2.00 EA
Sink - single	2.00 EA
Toilet	2.00 EA
Interior door	1.00 EA

Office

Celling Height: 8'

DESCRIPTION	QNTY
Suspended ceiling grid - 2' x 4'	93.09 SF
Suspended ceiling tile - 2' x 4'	93.09 SF
Metal studding, 3 5/8" wide, 16" OC, 20 Ga.	307.87 SF
Batt insulation - 4" - R11	307.87 SF
5/8" drywall - hung, taped, with smooth wall finish	307.87 SF
Seal/prime the walls - one coat	307.87 SF
Paint the walls - one coat	307.87 SF
Tile floor covering	93.09 SF
Grout sealer	93.09 SF
Tile base	38.48 LF
110 volt copper wiring run, box and outlet	5.00 EA
Fluorescent - acoustic grid fixture - four tube, 2'x 4'	2.00 EA
110 volt copper wiring run and box - rough in only	1.00 EA
Interior door	1.00 EA

Grand Total

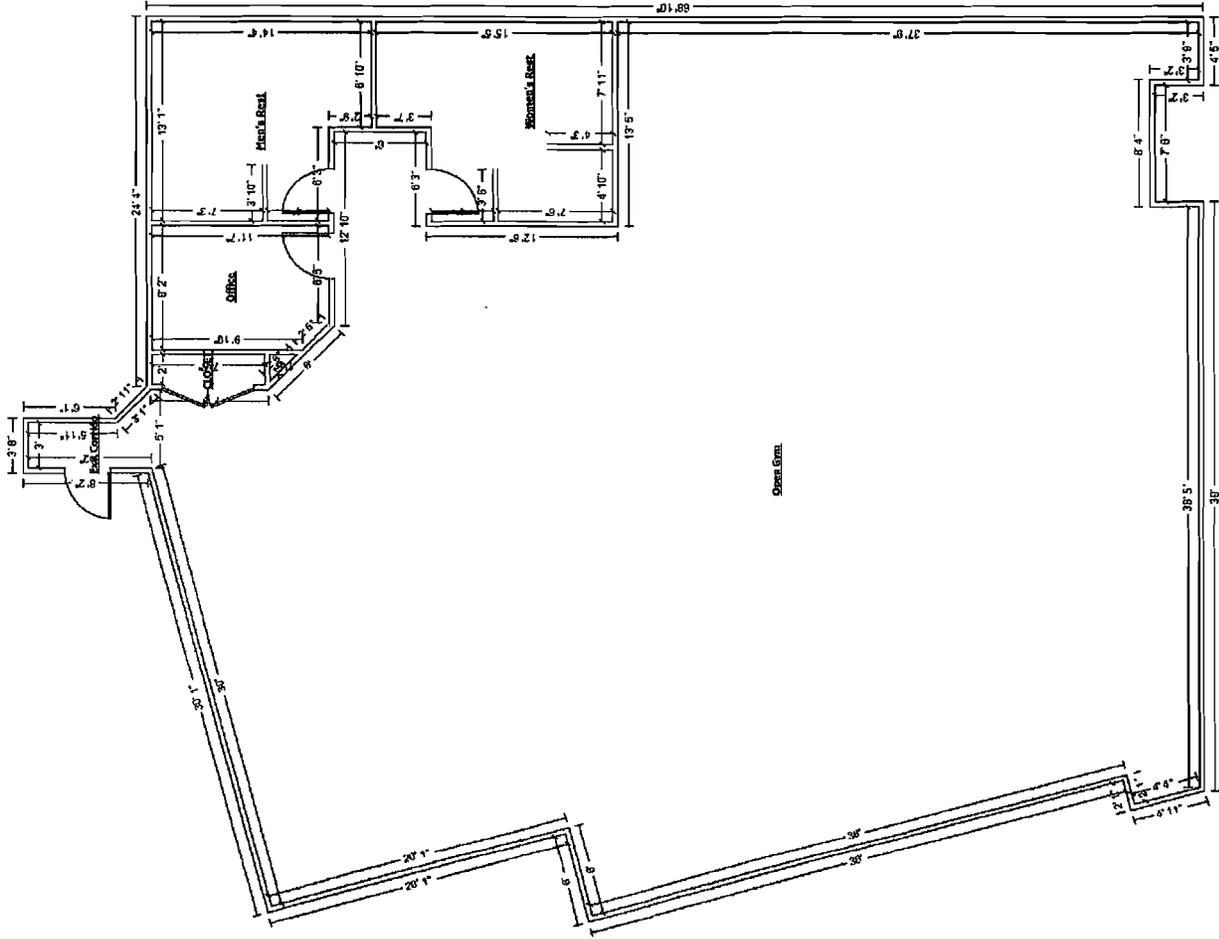
49,911.86

Scott Adams

Grand Total Areas:

6,431.57 SF Walls	3,604.70 SF Ceiling	10,036.27 SF Walls and Ceiling
3,604.70 SF Floor	400.52 SY Flooring	475.28 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	480.38 LF Ceil. Perimeter
3,604.70 Floor Area	3,729.79 Total Area	6,616.98 Interior Wall Area
4,113.47 Exterior Wall Area	270.65 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Main Level (Proposed)



Main Level

Client: Health & Fitness - Landlord Work
Property: 295 Main Street
Park Forest, IL

Home: 0 -

Operator Info:

Operator: DAN
Estimator: Scott Adams
Reference:

Date Entered: 4/8/2008

Price List: ILCC5R8A

Labor Efficiency: New Construction
2008-04-08-0131-B

File Number:

2008-04-08-0131-B

Proposed
Main Level

Open Gym

Ceiling Height: 18'

DESCRIPTION	QNTY
Exit sign - wired in	1.00 EA
110 volt copper wiring run, box and outlet	30.00 EA
Emergency lighting - battery - Commercial	7.00 EA
Fluorescent - acoustic grid fixture - four tube, 2' x 4'	27.00 EA
110 volt copper wiring run and box - rough in only	13.50 EA
Suspended ceiling grid - 2' x 4'	3,123.24 SF
Suspended ceiling tile - 2' x 4'	3,123.24 SF
Rubberized floor surface - glued sheets, poured, or rolled	3,123.24 SF
Cove base molding - rubber or vinyl, 4" high	257.84 LF
Floor preparation for sheet goods - Heavy	3,123.24 SF
Metal studding, 3 5/8" wide, 16" OC, 20 Ga.	4,692.02 SF
Batt insulation - 4" - R11	4,692.02 SF
5/8" drywall - hung, taped, with smooth wall finish	4,692.02 SF
Seal/prime the walls - one coat	4,692.02 SF
Paint the walls - one coat	4,692.02 SF
Storefront door - bronze anod. frame, oversized -Double gl	2.00 EA
Reglaze 1/2" plate glass - single glazed - Commercial	100.00 SF
Concrete	1.00 EA
Masonry	1.00 EA

CLOSET

Ceiling Height: 8'

DESCRIPTION	QNTY
Suspended grid system for drywall	14.83 SF
Batt insulation - 4" - R11	14.83 SF
5/8" drywall - hung, taped, with smooth wall finish	14.83 SF
Seal/prime the ceiling - one coat	14.83 SF
Paint the ceiling - one coat	14.83 SF
Tile - vinyl composition	14.83 SF
Cove base molding - rubber or vinyl, 4" high	18.83 LF
Floor preparation for sheet goods - Heavy	14.83 SF
Metal studding, 3 5/8" wide, 16" OC, 20 Ga.	150.67 SF
Batt insulation - 4" - R11	150.67 SF
5/8" drywall - hung, taped, with smooth wall finish	150.67 SF
Seal/prime the walls - one coat	150.67 SF
Paint the walls - one coat	150.67 SF
Light fixture	1.00 EA
Rough in plumbing - per fixture	2.00 EA
Utility Sink	1.00 EA
Water heater - 30 gal. (direct vented) - Gas - mobile home	1.00 EA

Exit Corrido**Ceiling Height: 8'**

DESCRIPTION	QNTY
Exit sign - wired in	1.00 EA
110 volt copper wiring run, box and outlet	5.00 EA
Emergency lighting - battery - Commercial	1.00 EA
Fluorescent - acoustic grid fixture, 2' x 2'	1.00 EA
110 volt copper wiring run and box - rough in only	0.50 EA
Suspended ceiling grid - 2' x 4'	26.20 SF
Suspended ceiling tile - 2' x 4'	26.20 SF
Tile - vinyl composition	26.20 SF
Cove base molding - rubber or vinyl, 4" high	20.09 LF
Floor preparation for sheet goods - Heavy	26.20 SF
Metal studding, 3 5/8" wide, 16" OC, 20 Ga.	160.76 SF
Batt insulation - 4" - R11	160.76 SF
5/8" drywall - hung, taped, with smooth wall finish	160.76 SF
Seal/prime the walls - one coat	160.76 SF
Paint the walls - one coat	160.76 SF
R&R Breaker panel - 200 amp	1.00 EA
R&R Steel door, 3'x 7' - fire rated	1.00 EA

HVAC

..

DESCRIPTION	QNTY
R&R Heating and cooling unit - 10 ton, 260 MBH	1.00 EA
Ductwork - hot or cold air - Large size	350.00 LF
Ceiling diffusers/grills - circular - 12"-15" diameter	20.00 EA
Toilet Exhaust vent - rain cap and storm collar, 8"	1.00 EA
Roofing repair - Minimum charge	1.00 EA

Grand Total	<u><u>153,924.96</u></u>
-------------	--------------------------

Scott Adams

Grand Total Areas:

6,463.57 SF Walls	3,605.70 SF Ceiling	10,069.27 SF Walls and Ceiling
3,605.70 SF Floor	400.63 SY Flooring	479.28 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	484.38 LF Ceil. Perimeter
3,605.70 Floor Area	3,732.57 Total Area	6,648.98 Interior Wall Area
4,166.81 Exterior Wall Area	277.32 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

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Construction Solutions Inc.

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Quote

April 8, 2008

To:
Village of Park Forest
350 Victory Drive
Park Forest IL 60466

Job: 295 Main Street Build Out
Quality Classic Health & Fitness Center

We will supply the material and labor to complete the build out of the above space, as per revised drawings by Innovative Design Concepts dated 3-27-08 and memorandums sent by the Downtown Park Forest Management Office.

Landlord Costs **\$97,903.00**

Tenant Costs **\$37,001.00**

Line Items:

Office Build Out-	\$2654.00
Three way switching-	1100.00
Vct front entrance 14x20-	910.00
Vct utility room and back hall-	320.00
Hand sensor faucet (4)-	1000.00
Touchless soap dispensers (2)-	100.00
Automatic hand dryers (2)-	750.00
Automatic towel dispensers (2)	300.00
Ceiling Insulation R-19-	2600.00
Door Closers for Washrooms	500.00

Respectfully Submitted

Paul Bartosh President

Stronghold Construction, Inc.

6050 Industrial Drive, Suite 103, Monee, IL 60449
Office (708)235-0695, Fax (708) 235-0690, Mobile (708) 473-8074

April 9, 2008

Village of Park Forest
226 Forest Blvd.
Park Forest, IL 60466
Attn. Sharon Bellino

RE: Quality Classic Health & Fitness
295 Main St.
Park Forest, IL 60466
Architect: Innovative Design
Concept
Date of Plans: 3/27/08
Memorandum: 3/26/08
Memorandum: 4/7/08

Sharon,

Per your instructions this bid has been divided into 3 parts. This bid is based upon drawings and memorandums as dated above. Any variations or changes may result in an extra charge or credit, only upon signed written approval.

Sincerely,

Robert J Graham
Vice President
Stronghold Construction, Inc.

Landlord	\$	99,693.00
Tenant		43,000.00
Line Items		10,455.00

NOTES:

1. Cost of building permits not included in estimate.
2. No premium time figured into his estimate.
3. In order to have work completed by June 2, 2008, Permit must be approved no later than April 17, 2008.
4. Any Changes may result in a delay of completion date.

TORNDALE CONSTRUCTION CO.

1 South 280 Summit
 Court C-1
 Oakbrook Terrace, IL 60181-3948
 Tel: 630-705-5204
 Fax: 630-705-5201

TO Village of Park Forest
 301 Center
 Park Forest IL

LETTER OF TRANSMITTAL	
DATE: 04/08/08	JOB NO. Quality Classic Health & Fitness
ATTENTION:	Sharon Bellino
RE:	
Quality Classic Health & Fitness Center	
295 Main Street	
Park Forest, IL	

WE ARE SENDING YOU ATTACHED VIA UNDER SEPARATE COVER

THE FOLLOWING ITEMS:

SUBMITTALS PRINTS PLANS SAMPLES
 COPY OF LETTER CHANGE ORDER OTHER SPECIFICATIONS

COPIES	DATE	NO.	DESCRIPTION
1	04/08/2008		Budget Proposal for Quality Classic Health & Fitness - Landlord
1	04/08/2008		Budget Proposal for Quality Classic Health & Fitness - Tenant
			Includes on separate sheet separate line items and alternate adds

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR CONSIDERATION APPROVED AS SUBMITTED RESUBMIT SIX (6) COPIES FOR APPROVAL
 FOR YOUR USE APPROVED AS NOTED SUBMIT __ COPIES FOR DISTRIBUTION
 AS REQUESTED FOR BIDS DUE: FOR REVISED BIDS DUE:
 FOR REVIEW/COMMENT EXECUTE AND RETURN ONE COPY
 RETURNED FOR CORRECTIONS OTHER

REMARKS:

Hi Sharon,

I have enclosed proposals for the work at Quality Classic Health & Fitness (Landlord and Tenant) for your review and consideration. I appreciate the opportunity and look forward to the possibility of working with you.

Thank you,
 COPY TO:

SIGNED: 
 Todd Stasica

THORNDALE CONSTRUCTION CO.

1 South 280 Summit, Court C-1
 Oak Brook Terrace, IL 60181-3948
 Tel.: (630) 705-5200
 Fax: (630) 705-5201
 Direct: (630) 705-5204

BUDGET RECAFBID DATE: **April 8, 2008**

TENANT/CLIENT: **Quality Classic Health & Fitness Center**
 ATTENTION: **Sharon Bellino**
 ADDRESS: **301 Centre
 Park Forest, IL**

LOCATION/DESCRIPTION: **295 Main Street (Landlord)**

Division	Phase Description	Phase Total	Division Total
General Conditions			\$11,395.00
	Building Permit/Fees	Excluded	
	Field Supervision	\$8,400.00	
	Dumpster Charges	\$960.00	
	Insurance	\$300.00	
	Asbestos Abatement/Hazardous Materials	NIC	
	Contractor Engineering and/or Testing	NIC	
	Cleaning	\$800.00	
	Other General Conditions	\$935.00	
Carpentry & Drywall			\$15,580.00
	Metal Studs/Drywall	\$9,880.00	
	Rear Door/Frame and Closet Doors/Frame	\$2,800.00	
	Ceiling Insulation	\$2,900.00	
Finishes			\$24,280.00
	Acoustical Ceiling	\$11,600.00	
	Floor Prep Allowance	\$3,000.00	
	Storefront/Entry	\$8,000.00	
	Roofing	\$1,680.00	
	Painting	NIC	
Mechanical & Electrical			\$45,265.00
	Plumbing	\$2,400.00	
	HVAC	\$25,300.00	
	Sprinklers	NIC	
	Life Safety	NIC	
	Electrical Materials & Labor	\$17,565.00	
	Subtotal		\$96,520.00
	Overhead & Profit		\$6,756.40
	TOTAL		\$103,276.40

CLARIFICATIONS:

Bid based upon plans dated 03/27/08 and scope letter from first set of plans.

All permits/fees by others.

No engineering and/or testing, no camera of existing lines,... No structural work figured. No fireproofing figured.

Temp utilities responsibility of the owner.

Bid based upon no bonus/penalty clauses.

No Demo work figured.

No work figured with electrical service. Figure reuse of existing service/panel at space (any upgrades by others) .

Work figured as being done during normal business hours.

No cabinetry, millwork, signage, pos, phones, sound systems, security systems, etc. figured in proposal.

Have figured Vistawall storefront system material, Bronze color, for entry.

No storefront reveal (s) figured.

Have figured standard fixtures (i.e. light fixtures) .

Final scope of work to be clarified prior to start of project.

THORNDALE CONSTRUCTION CO.

1 South 280 Summit, Court C-1

Oak Brook Terrace, IL 60181-3948

Tel.: (630) 705-5200

Fax: (630) 705-5201

Direct: (630) 705-5204

BUDGET RECAPBID DATE: **April 8, 2008**TENANT/CLIENT: **Quality Classic Health & Fitness Center**ATTENTION: **Sharon Bellino**ADDRESS: **301 Centre
Park Forest, IL**LOCATION/DESCRIPTION: **295 Main Street (Tenant)**

Division	Phase Description	Phase Total	Division Total
General Conditions			\$4,675.00
	Building Permit/Fees	Excluded	
	Field Supervision	\$2,500.00	
	Dumpster Charges	\$450.00	
	Insurance	\$300.00	
	Asbestos Abatement/Hazardous Materials	NIC	
	Contractor Engineering and/or Testing	NIC	
	Cleaning	\$800.00	
	Other General Conditions	\$625.00	
Carpentry & Drywall			\$11,220.00
	Metal Studs/Drywall	\$5,920.00	
	Bathroom Doors	\$5,300.00	
Finishes			\$10,697.00
	Acoustical Ceiling	\$1,260.00	
	Flooring (VCT & vinyl base)	\$2,010.00	
	Carpet	\$330.00	
	Roofing	NIC	
	Bath Accessories	\$2,367.00	
	Window	\$350.00	
	Painting	\$4,380.00	
Mechanical & Electrical			\$36,250.00
	Plumbing	\$32,900.00	
	HVAC	NIC	
	Sprinklers	NIC	
	Life Safety	NIC	
	Electrical Materials & Labor	\$3,350.00	
	Subtotal		\$62,842.00
	Overhead & Profit		\$4,398.94
	TOTAL		\$67,240.94

CLARIFICATIONS:

Bid based upon plans dated 03/27/08 and scope letter from first set of plans.

All permits/fees by others.

No engineering and/or testing, no camera of existing lines,... No structural work figured. No fireproofing figured.

Temp utilities responsibility of the owner.

Bid based upon no bonus/penalty clauses.

Work figured as being done during normal business hours.

Have figured standard VCT flooring, base, and carpeting allowances.

Have figured pastel paint colors. Dark/deep color selections will require additional cost. Have figured one coat of primer, one -- coat latex eggshell finish gyp walls; one coat primer, one coat latex flat at gyp ceilings.

No cabinetry, millwork, signage, pos, phones, sound system, security systems, etc. figured in proposal.

Have figured standard fixtures (i.e. light fixtures) .

Final scope of work to be clarified prior to start of project.

TECH FIRE PROTECTION

INSTALLATION - SERVICE - INSPECTIONS - SPECIAL HAZARD

13429 MEDINA DRIVE, ORLAND PARK, IL 60462

PHONE: 708.293.1180

FAX: 708.361.6514

Proposal # 2-154

Contract # 2-154

Date: 4/5/08

Customer: Downtown Park Forest
Address: 226 Forest Blvd.
Park Forest, IL 60466

Project: Quality Classic Health & Fitness Center
295 Main St.
Park Forest, IL

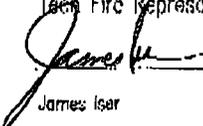
Phone: 708.503.8153
Fax: 708.503.9417

DESCRIPTION OF WORK:	AMOUNT:
Relocate / add approximately 39 new chrome semi-recessed fire sprinkler heads in a retail space build out.	
Items Included: All labor and materials needed to perform work listed above.	
Items not included: Engineering, shop drawings or hydrostatic test. Any item not listed in this proposal.	
Warranty: Tech Fire Protection guarantees all work under this contract to be free from leaks and defects for a period of one year from time system is placed in service.	
Payment: Due upon completion of job.	
TOTAL COST FOR ALL WORK LISTED:	\$ 6,800.00

PRICE IS FIRM FOR 30 DAYS. PAYMENT IS DUE WITHIN 30 DAYS AFTER COMPLETION. SALES TAX INCLUDED
AFTER 30 DAYS PRICE MAY INCREASE 5%-10% DUE TO COST INCREASE IN MATERIALS. PROPOSAL MUST BE SIGNED AND DATED BEFORE WORK TO BEGIN.
UPON SIGNATURE OF THIS DOCUMENT IT BECOMES A CONTRACT AND CUSTOMER IS LEGALLY RESPONSIBLE FOR FULL PAYMENT UPON COMPLETION OF
WORK LISTED ABOVE. ANY WORK OR MATERIAL THAT IS NEEDED BEYOND WHAT HAS BEEN DESCRIBED IN THIS PROPOSAL WILL BE AT ADDITIONAL COST.

Thank you for considering us for your fire protection needs.

Customer: _____

Tech Fire Representative:

James Isler

Date: _____

P.O. # _____

AGENDA BRIEFING

DATE: April 8, 2008

TO: Mayor John Ostenburg
Board of Trustees

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

RE: AN ORDINANCE AMENDING ORDINANCE NO. 1869 ADOPTING
THE ANNUAL BUDGET FOR THE YEAR COMMENCING JULY 1, 2007 AND
ENDING JUNE 30, 2008

BACKGROUND DISCUSSION: Halfway through the fiscal year, expenses and revenues are analyzed. **The analysis was presented to the Board on February 23 at Strategic Planning.** 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. **Bolded in the summary are changes from the February 23 memo.**

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 and are noted as a reserved fund balance on page 22 of the Village audit. 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, 2007 in the General Fund. These items will be (or were) spent in Fiscal 2008.

Administration:

\$ 20,000 – Marketing
18,000 – Grant Assistance Program (E-Civis)
10,753 – Cable Equipment / PEG Access Proceeds
3,000 – Training / Computer Training (Vista)
56,216 – Strategic Planning Study
\$107,969

Police:

\$ 18,192 – Youth Programs (20% of FY 07 Vehicle Seizure Revenue)
10,000 – Station Renovation Capital Improvements
8,159 – Bio Hazard Protective Clothing
\$ 36,351

Fire:

\$ 3,862 – Small Tools and Equipment

Public Works

\$272,190 – Street lighting Grant Project (TCSP)
50,000 – Twin Culvert Replacement
4,495 – DCEO Grant #07-203164– Sidewalks for Fire Station Lot
\$326,685

Recreation and Parks

\$ 7,500 – Freedom Hall Front Doors

Economic Development & Planning

\$ 20,000 – Advertising (Way Finding Signs)
20,000 – Transit Oriented Development Study
\$ 40,000

Community Development

\$ 8,000 – Black Bear Software

TOTAL \$530,367

Similar to encumbrances, DUI fines are reserved for DUI enforcement. In the prior year \$3,282 was identified as a fund balance reserve.

Police

\$ 3,282 – DUI Enforcement

Grants

The Village was awarded additional Brownfields Grant money.

Economic Development

Professional Services \$14,000
Grant Revenue \$14,000

CDBG grant funds were denied for this current fiscal year.

CDBG Revenue	\$300,000
CDBG Expenditures	\$300,000

Last year's CDBG project did carry over to the current fiscal year.

CDBG Revenue	\$31,625
CDBG Expenditures	\$31,625

Other Initiatives

The Village hired a full-time Public Relations Director in October. The part-time public relations person retired in January. The salary and Discover Magazine costs are being transferred from Economic Development to the Manager's Office.

<u>Manager's Office</u>	
Regular Salary & Benefits	\$53,804
Postage	1,333
Printing	5,833
<u>Economic Development</u>	
P/T Salary	\$17,467
Postage	1,333
Printing	5,833

This represents a net first year cost of \$36,337.

Demolition of Marshall Fields

Transfer to Capital Projects	\$ 500,000
TIF Capital Projects	1,000,000

Two pieces of new equipment were proposed for the Aqua Center in the Capital Plan, a drop slide and a climbing wall. These items were planned for purchase. The Director of Recreation and Parks requests the purchase of this equipment prior to July 1 for the 2008 season.

Capital Outlays	\$25,000
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The Downtown fund has accumulated fund balance dollars for major buildout projects. Two projects are currently pending.

Downtown Capital	\$300,000
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The Board discussed needed roof repairs for the Library and the Public Works garage. Because of the severity of the leaks, it is recommended that these projects be moved to the current year.

Capital Projects

Public Works Garage Roof	\$100,000
Library Roof	80,000

With the Crime Free Housing Initiative and an increased police presence at community events, additional budget dollars are needed.

Crime Free Housing supplies	\$5,000
Part-time Salaries	7,000

Provided from fund balance.

Norwood

Now that Norwood has been sold a budget amendment is needed to allow for the expenses associated with the sale. The sales price was \$400,000. The allocation is as follows:

Record gain on sale	\$ 300,000
Book value of land	100,000
Broker Fee	(125,000)
Escrow established for development incentive	(\$ 250,000)
Closing Costs	(627)
Prorated rent distribution	(5,579)
Cash Received	(18,794)

Norwood lease revenues and expenses budgeted for the period of March 7 through June 30 are as follows:

Lease Revenue	\$ 26,332
Norwood Expenses	(\$ 15,000)

Adjustments

The Board approved a transfer of \$925,000 for the lower level buildout last fiscal year. Construction was delayed and costs were incurred in Fiscal 2008.

Approved Budget	\$925,000
Costs incurred as of 6/30/07	<u>362,453</u>
Balance to be incurred in Fiscal 2008	\$562,547
Previously Budgeted for 2008	<u>(175,000)</u>
	\$387,547

Balance to be added to 2008 Budget.

The Cable PEG fee was extended to fund Board Room cable equipment. This fee was extended through 2008. The Village will reimburse itself for up-front purchases.

Equipment Purchase	\$47,000
PEG fee revenue	\$16,500

For a net cost of \$30,500 in fiscal 2008. Additional revenue will be budgeted in Fiscal 2009 with no additional expenditures needed.

It is anticipated that \$100,000 of lower level buildout funds are remaining for other Village Hall projects. Currently planned projects are:

Video Cameras	\$20,000
ADA Doors	9,100
Signage	5,000

These purchases will not require a budget amendment.

Because of the delay in construction, an amendment will be needed for rent and utilities paid by the Health Department

<u>Health Department</u>	
Rent	\$3,543
Utilities	7,546

The approved fire contract will add uniform allowance and retiree health insurance costs. **Also added is a wireless connection fee.**

Uniform Allowance	\$11,000
Health Insurance	2,500
Comcast	665

The Board approved three vehicles in 2006/2007 that were not purchased until this year, 2007/2008. No added funding is needed.

<u>Vehicle Services</u>	
Front-end loader – Public Works	\$125,000
Dump Truck – Public Works	86,000
Fire Engine	474,355

The Recreation and Parks maintenance vehicle is having serious maintenance issues. This vehicle is a former ambulance. A replacement vehicle can be purchased with available fund balance in the Vehicle Services Fund.

Capital Outlay	\$33,000
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The Fire Department is also experiencing an emergency replacement situation for the Deputy Chief's vehicle. The vehicle has over 100,000 miles and is experiencing maintenance issues that would be better addressed with a new vehicle. This vehicle was previously scheduled to be replaced in fiscal 2009.

Capital Outlay	\$45,000
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The Police Department, as part of the Public Safety Building renovation, requested additional capital funding for renovating the restrooms making them ADA accessible.

In addition, the parking lot resurfacing budgeted in Buildings and Grounds should be transferred to Police Capital. Also, a fire alarm was added to construction.

Police Capital	\$89,125
Buildings and Grounds	\$40,000

In addition with the disability of three officers, regular salaries will need an additional budget authority. The temporary assigned officer replacement will be delayed until all disability cases are resolved.

Police Salaries	\$20,000
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The net impact of Police changes is \$69,125.

Economic Development Department

The Economic Development Department is incurring cost associated with the sale of Hidden Meadows. Lakeshore Development has deposited \$43,200 with the Village to cover these costs. So far, the costs of an Alta Survey have been incurred.

<u>Economic Development</u>	
Professional Services	\$9,500

Fire Department

The Fire Department has constructed a fire memorial with funds provided by T-mobile.

Fire Capital	\$11,500
Cell Tower Revenue	\$11,500

Summary

When accessing budget amendment feasibility, the fund balance is reviewed.

General Fund Balance

Final unreserved General Fund balance (Page 22 of audit)	\$7,297,475
Budgeted carry-over for 2007/2008	(514,567)
Use of fund balance to reduce 2007 levy to a 3.3% increase	<u>(675,476)</u>
Remaining available fund balance (4.1 months' reserve)	\$6,107,432
Contribution towards Marshall Fields Demolition	<u>(500,000)</u>
Adjusted Fund Balance (3.8 months)	\$5,607,432

Proposed use of Reserve over 3 months

.8 months' reserve	\$1,146,432
IRMA Savings	<u>100,000</u>
Available Reserve	\$1,246,432
Used for Budget Amendments:	
Public Relations position (\$36,667)	
Crime free housing/police (12,000)	
Health Department rent (11,089)	
Fire contract (13,500)	
<u>Police buildout & salary (69,125)</u>	
	(\$ 142,051)
Fiscal 2009 Budget Guidelines Added:	
Emerald Ash Borer (30,000)	
Land banking & devel. (55,000)	
Fire Contract (8,500)	
<u>Major Signage (50,000)</u>	
	(\$ 143,500)
Village Green Storage/Restrooms	(\$ 350,000)
Added Health Insurance Costs	<u>(\$ 200,000)</u>
Remaining Reserve over 3 months after proposed budget amendments & Fiscal 09 Budget Guidelines:	<u>\$ 410,881</u> *

*** Final costs of Marshall Fields demolition has not been determined. Also, long term storage needs have been deferred.**

Further discussion of proposed capital items for 2008/2009 will be discussed with the Capital Plan.

SCHEDULE FOR CONSIDERATION: This item is scheduled for Final Reading at the Regular Meeting of April 14, 2008.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 1869
ADOPTING THE ANNUAL BUDGET FOR THE YEAR
COMMENCING JULY 1, 2007 AND ENDING JUNE 30, 2008**

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. 1869 adopted by the Village Board of Trustees on June 25, 2007; 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 2007/2008 Annual Budget of the Village of Park Forest heretofore adopted, are hereby authorized and directed:

	<u>Current Budget</u>	<u>Dr (Cr) Adjustments</u>	<u>Adjusted Budget</u>
<u>General Fund Revenues</u>			
010000-410100 State Grants	(105,111)	(14,000)	(119,111)
010000-440550 PEG Access Capital Fee	0	(16,500)	(16,500)
010000-457200 Property Lease Revenue	(110,000)	(11,500)	(121,500)
010000-457210 Norwood Lease Revenue	(82,000)	26,332	(55,668)
010000-460050 Sale of Assets - Norwood	0	(300,000)	(300,000)

	<u>Current Budget</u>	<u>Dr (Cr) Adjustments</u>	<u>Adjusted Budget</u>
<u>General Fund Expenditures</u>			
010000-580000 Transfer to Other Funds	884,527	525,000	1,409,527
010100-500000 Regular Salaries	320,719	43,416	364,135
010100-510100 Health Insurance	38,695	3,251	41,946
010100-520610 FICA	24,645	3,321	27,966
010100-520620 IMRF	28,192	3,816	32,008
010100-530000 Other Professional Services	19,330	143,627	162,957
010100-541100 Public Info/Educational Supplies	0	57,753	57,753
010100-590100 Postage	43,000	1,333	44,333
010100-590800 Printing/Reproduction/Graphics	1,750	5,833	7,583
010100-590900 Advertising	14,000	20,000	34,000
010102-530000 Professional Services	750	56,216	56,966
010104-520300 Training	13,595	3,000	16,595
010700-500020 Regular Salaries - Field Ops	1,973,643	20,000	1,993,643
010700-500210 Police Part-time Salaries	158,974	25,192	184,166
010700-540000 Operating Supplies	31,560	5,000	36,560
010700-540750 DUI Program Supplies	0	3,282	3,282
010700-540900 Uniform/Protective Clothing	23,705	8,159	31,864
010700-560000 Capital Outlays	108,000	99,125	207,125
010800-510120 Health Insurance Stipend	2,000	2,500	4,500
010800-540900 Uniform/Protective Clothing	11,768	11,000	22,768
010800-560000 Capital Outlays	47,000	15,362	62,362
010800-610000 Telephone/Telegraph	3,220	665	3,885
010900-600100 Building Rent	0	3,543	3,543
010900-610600 Public Utilities	0	7,546	7,546
011104-560000 Capital Outlays	24,500	7,500	32,000
011107-560000 Capital Outlays	88,000	60,000	148,000
011107-560015 Capital Outlays-Library	0	80,000	80,000
011700-550800 Sidewalk Maintenance	5,000	4,495	9,495
011700-560000 Capital Outlays	96,600	322,190	418,790
011900-500000 Regular Salaries	272,908	(15,000)	257,908
011900-520610 FICA	21,938	(1,148)	20,790
011900-520620 IMRF	24,679	(1,319)	23,360
011900-530000 Professional Services	104,500	28,500	133,000
011900-590100 Postage	6,250	(1,333)	4,917
011900-590800 Printing/Reproduction/Graphics	57,200	(5,833)	51,367
011900-590900 Advertising	20,500	20,000	40,500
012000-560000 Capital Outlays	23,800	8,000	31,800

	<u>Current Budget</u>	<u>Dr (Cr) Adjustments</u>	<u>Adjusted Budget</u>
<u>Cook County CDBG Revenues</u>			
160000-410000 Federal Grants	(300,000)	268,375	(31,625)
<u>Cook County CDBG Expenditures</u>			
160000-560000 Capital Outlays	300,000	(268,375)	31,625
<u>Capital Projects Revenues</u>			
330000-420000 Transfer from Other Funds	(175,000)	(500,000)	(675,000)
<u>Capital Projects Expenditures</u>			
330100-560000 Capital Outlays	175,000	387,547	562,547
330200-560000 Capital Outlays	0	500,000	500,000
<u>DownTown TIF Expenditures</u>			
360000-560000 Capital Outlays	0	1,000,000	1,000,000
<u>Vehicle Services Expenditures</u>			
520800-560000 Capital Outlays	0	519,335	519,335
521100-560000 Capital Outlays	0	33,000	33,000
<u>Aqua Center Revenues</u>			
530000-420000 Transfer from Other Funds	(305,000)	(25,000)	(330,000)
<u>Aqua Center Expenditures</u>			
531133-560000 Capital Outlays	135,400	25,000	160,400
<u>DownTown Expenditures</u>			
800000-564700 Rehabilitation: Tenant	90,000	300,000	390,000

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 _____, 2008.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

ATTEST:

Village Mayor

Village Clerk

AGENDA BREIFING

DATE: April 7, 2008

TO: Mayor John Ostenburg
Board of Trustees

FROM: Robert H. Wilcox, Fire Chief

RE: Amendment to Chapter 42: Fire Prevention and Protection

BACKGROUND/DISCUSSION:

Attached you will find an amendment to an existing ordinance which entails the addition of a new Article. This new article is titled "Specialized Rescue Team Response Recovery" and is designed to allow recovery of costs associated with response, stabilization, removal and clean-up associated with a specialized rescue response. A specialized rescue response may involve confined space, water rescue and/or recovery or heavy entrapment in vehicles, equipment or machinery to name a few.

As part of a risk assessment we identified specialized rescue response, and specifically our inability to recover costs associated with these specialized rescues as an area of significant economic exposure. Specialized rescue incidents, like hazardous material events, can go on for protracted periods of time and demand a cadre of expensive materials and equipment. In order to limit the Village's financial liability should we be called upon to effectuate such a rescue, this new article provides the vehicle to recoup our direct and associated costs.

The proposed amendment to Chapter 42 is designed to be forward thinking and is consistent with model ordinances now being adopted throughout the State to deal with specialized rescue incidents.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the regular meeting of April 14, 2008, for first reading.

ORDINANCE _____

AN ORDINANCE AMENDING CHAPTER 42 OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS (Specialized Rescue)

BE IT ORDAINED by the mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois that Chapter 42 of the Code of Ordinances shall be amended by adding Article V. Specialized Rescue Team Response Recovery as follows:

ARTICLE V. SPECIALIZED RESCUE TEAM RESPONSE RECOVERY

Sec. 42-136. Definitions.

Specialized rescue team response shall include, but not be limited to the following:

- (1) Tactical, high angle, confined space, below grade, trench related incidents.
- (2) Underwater search/ rescue/recovery incidents.
- (3) Heavy duty industrial extrication.

Sec. 42-137. Village liability.

The village, its officers, agents or employees shall not have any liability or responsibility for any claim, injury or damage of any kind resulting from a hazardous material incident to which the village or any of its departments, officers, agents or employees respond.

Sec. 42-138. Liability.

Notwithstanding any other provision or rule of law, the following persons shall be jointly and severally liable for all fees and costs associated with a specialized rescue team response as set forth herein:

- (1) The owner of the property on which the specialized emergency response occurs.
- (2) Any person involved in any activity, which causes or contributed to the cause of the emergency.
- (3) In the case of a rescue/recovery of an employee or agent, whose presence in the Village was in furtherance of the employment or agency relationship with his employer or principal, both the agent or employee and his principal or employer.
- (4) In the case of the rescue, recovery or salvage of any property, both the owner and/or titleholder to said property and the person in possession of said property at the time of the incident giving rise to a specialized rescue team response.

Sec. 42-139. Control of risks that may lead to a specialized rescue response.

(a) It shall be unlawful for any person or entity to engage in any permit required confined space activity without said person or entity having properly notified the Village of Park Forest and obtained a proper permit, which shall incur a fine of \$750. A separate offence shall be deemed to have been committed for each day of any said activity.

(b) It shall be unlawful for a person or entity to list the Park Forest Fire Department as the primary rescue service or back-up rescue service without the expressed written permission of said agency. A fine of \$750 shall be assessed for each day of any such violation.

(c) Any person, business or organization who causes a specialized rescue response shall be deemed accountable and held jointly and severally liable.

Sec. 42-140. Specialized rescue expense recovery.

(a) Any person as set forth in 42-139 (c) causing or permitting a specialized rescue incident shall be responsible for and assume all liability for all of the following:

- (1) Reimbursement in full for any and all costs incurred by the village in connection with the operation, maintenance and staffing required to respond to such specialized rescue incident at the rate of \$125 per hour per vehicle or any fraction of an hour and the hourly rate of pay, including back-fill overtime costs, for each employee who participates in such response to a specialized rescue incident.
- (2) Reimbursement in full for any and all replacement and/or repair costs incurred by the village for equipment and materials used, damaged, lost, spent, destroyed or rendered irreparable in connection with a specialized rescue incident.
- (3) Assumption of any and all liability and the costs for any cleanup or removal resulting from a specialized rescue incident including but not limited to any independent cleanup contractor necessitated by such specialized rescue incident.
- (4) Any administrative costs generated in conjunction with an expense recovery.

(b) The fire department shall prepare and forward to the person or persons causing or permitting a specialized rescue response or any person set forth in section 42-138, a bill for the total costs and expenses incurred for which such person is responsible pursuant to this section; provided, however, any cost in connection with any independent cleanup contractor shall be billed directly by such contractor. Payment of the total bill shall be made within 30 days of receipt. Any bill or portion of a bill remaining unpaid after 30 days of receipt shall accrue interest on the unpaid balance at the rate of 1½ percent per month, or any fraction of a month.

Sec. 42-141. Independent contractors.

In the event that the Park Forest Fire Chief or his designee deems it necessary, he shall call in a separate, independent, specialized service, including but not limited to clean-up contractor.

Sec. 42-142. Defenses.

(a) There shall be no liability under this Section for a person or entity otherwise liable who can establish by clear and convincing evidence that the event necessitating a specialized rescue team response and the fees resulting there from were caused solely by:

- (1) An act of God.
- (2) An act of nature.
- (3) An act of war.

- (4) An act or omission of a third party other than an employee or agent of the liable party or parties, provided that said party establishes the following by clear and convincing evidence:
- A. He exercised due care, taking into consideration the characteristics, in light of all the relevant facts and circumstances; and,
 - B. He took precaution against foreseeable acts or omissions of any such third party and the consequences that could foreseeably result from such acts or omissions.

(b) This section shall not preclude liability for damages as a result of gross negligence or intentional misconduct on the part of such person. For purposes of the preceding sentence, reckless, willful or wanton misconduct shall constitute gross negligence.

Sec. 42-143. Scope/Severability.

(a) Nothing in this Ordinance shall preclude the assessment of fees or other charges pursuant to any other ordinance or resolution, including but not limited to Sec. 42-14. Rates and levels of fire service.

(b) The provisions, sections and subsections of this ordinance shall be deemed severable and the invalidity of any portion of this ordinance shall not affect the validity of any other provision, section, subsection or portion thereof.

This Ordinance shall be in full force and effect from and after its passage and approval.

Passed this _____ day of April, 2008.

AYES:
NAY:
ABSENT:

APPROVED:

ATTEST:

Mayor

Clerk

AGENDA BREIFING

DATE: April 7, 2008

TO: Mayor John Ostenburg
Board of Trustees

FROM: Robert H. Wilcox, Fire Chief

RE: Amendment to Chapter 42: Fire Prevention and Protection

BACKGROUND/DISCUSSION:

Attached you will find an amendment to an existing ordinance. This item is a routine matter that involves replacing the language found in Article IV of Chapter 42 titled “Hazardous Substance Control and Hazardous Material Incident Expense Recovery” with updated language designed to address shortcomings discovered in the original ordinance. In the simplest terms the purpose of this ordinance is to allow the Village of Park Forest to recover expenses related to the response, control and clean-up of hazardous material incidents.

The proposed changes come as a result of years of practical experience in the application of the original spiller pays ordinance. Although Park Forest’s ordinance never faced this scrutiny, similar ordinances have been challenged with varying degrees of success based on the language found therein. We have chosen, and are recommending, the modification of this ordinance to stay proactive and limit possible challenges should we be faced with a significant hazardous material event.

These changes are consistent with those recommended by the Mutual Aid Box Alarm System (MABAS) and in our minds could not be more timely given the possible hazardous material risks associated with the expansion of rail traffic proposed by Canadian National Railroad.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the regular meeting of April 14, 2008, for first reading.

ORDINANCE _____

AN ORDINANCE AMENDING CHAPTER 42 OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS (Spiller Pays)

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois that Chapter 42, Article IV of the Code of Ordinances shall be amended by deleting Article IV in its entirety and replacing it with the following:

ARTICLE IV. HAZARDOUS SUBSTANCE CONTROL AND HAZARDOUS MATERIAL INCIDENT EXPENSE RECOVERY

Sec. 42-111. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Combustible means any substance having a flashpoint above 80 degrees Fahrenheit to and including 150 degrees Fahrenheit as determined by the Tagliabue open cup test, except the combustibility of solids or contents of self-pressured containers shall be determined by methods generally applicable to such materials or containers respectively.

Corrosive means any substance which in contact with living tissue causes destruction of tissue by chemical action, but does not refer to action on inanimate surfaces.

Flammable means any substance that has a flashpoint of above 20 degrees to and including 80 degrees Fahrenheit as determined by the Tagliabue open cup test, except the flammability of solids and of the contents of self-pressurized containers shall be determined by methods generally applicable to such materials or containers respectively.

Hazardous material incident means an incident that threatens public health or safety involving the actual or potential release of a hazardous substance or hazardous material.

Hazardous substance or hazardous material means any substance or material or mixture of substances that is toxic, corrosive, an irritant, a strong sensitizer, radioactive, flammable, combustible, or that generates pressure through decomposition, heat or other means and that may cause injury or illness to humans, domestic livestock, or wildlife or as defined by the state Environmental Protection Act or any federal law.

Irritant means any substance, not corrosive, which on immediate, prolonged or repeated contact with normal living tissue will include local inflammatory reaction.

Radioactive means any substance that emits ionizing radiation.

Strong sensitizer means any substance that will cause on normal living tissue through an allergic or photodynamic process a hypersensitivity, which becomes evident on reapplication of the same substance.

Toxic means any substance, other than a radioactive substance, that has the capacity to produce bodily injury or illness to man through ingestion, inhalation, or absorption through any body surface.

(Code 1966, § 12-50)

Cross references – Definitions generally, § 1-2.

Sec. 42-112. Village liability.

The village, its officers, agents or employees shall not have any liability or responsibility for any claim, injury or damage of any kind resulting from a hazardous material incident to which the village or any of its departments, officers, agents or employees respond.

(Code 1966, § 12-53)

Sec. 42-113. Control of hazardous substances or hazardous materials.

(a) It shall be unlawful for any person to use, store, deliver or transport hazardous substances or hazardous materials or cause the use, storage, delivery or transporting of hazardous substances or hazardous materials in any manner inconsistent with the requirements of the fire prevention code of the village or any other applicable section of this Code, village ordinance, state law or federal law.

(b) It shall be unlawful for any person to park or stand any motor vehicle carrying, transporting or containing a hazardous substance or hazardous material, other than temporarily for the purpose of and while actually engaging in loading or unloading said hazardous material.

(c) It shall be unlawful for any person to load from private property into a vehicle or load from a vehicle to private property any hazardous substance or hazardous material without first having obtained the express consent and authorization of the proprietor or any agent thereof and having given actual notice to said proprietor of the identity and nature of the hazardous substance or hazardous material the motor vehicle contains.

(d) It shall be unlawful for any person in possession of any motor vehicle carrying, transporting or containing a hazardous substance or hazardous material to fail to comply with all applicable sections of chapter 102 of this Code relating to traffic.

(e) It shall be unlawful for any person using, storing, manufacturing, producing, disposing, treating, transporting or causing the use, storage, manufacture, production, disposal, treatment or transportation of any hazardous substance or hazardous material in any manner that results in, intends or threatens to cause, or creates a substantial risk of causing a hazardous material incident.

(f) Any person who causes or permits a hazardous material incident or who actually or constructively possesses said hazardous material, the owner or titleholder of any related vehicle, real property, building or portion thereof, or any other person who aids, abets, facilitates, promotes, participates directly or indirectly in the activity that gave rise to a hazardous material incident, any person or entity who is a party to a contract, existing directly or indirectly, through which the hazardous material incident, occurrence or omission occurs in connection with a contractual relationship, (except where the sole contractual arrangement arises from a published tariff and acceptance for carriage by a common carrier by rail shall be deemed accountable and held jointly and severally liable.

(Code 1966, § 12-51)

Sec. 42-114. Hazardous material incident expense recovery.

(a) Any person as set forth in 42-113 (f) causing or permitting a hazardous material incident shall be responsible for and assume all liability for all of the following:

- (1) Reimbursement in full for any and all costs incurred by the village in connection with the operation, maintenance and staffing required to respond to such hazardous material incident at the rate of \$125 per hour per vehicle or any fraction of an hour and the hourly rate of pay, including back-fill overtime costs, for each employee who participates in such response to a hazardous material incident.
- (2) Reimbursement in full for any and all replacement and/or repair costs incurred by the village for equipment and materials used, damaged, lost, spent, destroyed or rendered irreparable in connection with a hazardous material incident.
- (3) Assumption of any and all liability and the costs for any cleanup or removal resulting from a hazardous material incident, including but not limited to any independent cleanup contractor necessitated by such hazardous material incident.
- (4) Any administrative costs generated in conjunction with an expense recovery.

(b) The fire department shall prepare and forward to the person or persons causing or permitting a hazardous material incident a bill for the total costs and expenses incurred for which such person is responsible pursuant to this section; provided, however, any cost in connection with any independent cleanup contractor shall be billed directly by such contractor. Payment of the total bill shall be made within 30 days of receipt. Any bill or portion of a bill remaining unpaid after 30 days of receipt shall accrue interest on the unpaid balance at the rate of 1½ percent per month, or any fraction of a month.

(Code 1966, § 12-52)

Sec. 42-115. Independent contractors.

In the event that the Park Forest Fire Chief or his designee deems it necessary, he shall call in a separate, independent, specialized service, including but not limited to clean-up contractor.

Sec. 42-116. Defenses.

(a) There shall be no liability under this Section for a person or entity otherwise liable who can establish by clear and convincing evidence that the hazardous materials incident and the costs and damages resulting there from were caused solely by:

- (1) An act of God.
- (2) An act of nature.
- (3) An act of war.
- (4) An act or omission of a third party, other than an employee or agent of the liable party or parties, provided that said party establishes the following by clear and convincing evidence:

- A. He exercised due care, taking into consideration the characteristics, in light of all the relevant facts and circumstances; and,
- B. He took precaution against foreseeable acts or omissions of any such third party and the consequences that could foreseeably result from such acts or omissions.

(b) This section shall not preclude liability for damaged a as the result of gross negligence or intentional misconduct on the part of such person. For the purposes of the preceding sentence, reckless, willful or wanton misconduct shall constitute gross negligence.

Sec. 42-117. Scope/Severability.

(a) Nothing in this Ordinance shall preclude the assessment of fees or other charges pursuant to any other ordinance or resolution, including but not limited to Sec. 42-14. Rates and levels of fire service.

(b) The provisions, sections and subsections of this ordinance shall be deemed severable and the invalidity of any portion of this ordinance shall not affect the validity of any other provision, section, subsection or portion thereof.

This Ordinance shall be in full force and effect from and after its passage and approval.

Secs. 42-118 – 42-135. Reserved.

Passed this _____ day of April, 2008.

AYES:
NAY:
ABSENT:

APPROVED:

ATTEST:

Mayor

Clerk

AGENDA BRIEFING

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

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

DATE: April 8, 2008

**SUBJECT: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS TO
ESTABLISH A WATER MAIN INFRASTRUCTURE REPLACEMENT FEE**

BACKGROUND/DISCUSSION:

Over the past several years, the Village has taken steps to address the many infrastructure needs facing the community. As these needs pertain to water infrastructure, the Village's efforts include the following:

- Constructed a new water plant designed to meet the needs of the community for decades to come. This new facility, which went into service in mid-2007, replaced an antiquated plant that had been constructed in the 1950's.
- Upon identifying less than desirable fire flow levels at certain locations in the community, an extensive water main replacement project unfolded to improve fire flows. These areas included the southeast corner of the community in and around Autumn Ridge Apartments and Forest Brook Townhomes, Juniper Street, Park Street at Westwood Drive; and Rich/Green Streets.
- To aid the fire flow and water pressure issue, the Village began construction of a new water tower on the southeast side of the community that is currently under construction and is expected to be in service by this Fall.

While staff continues efforts to seek out grants and other outside source of funding to help support these infrastructure upgrades, the Village Board noted in previous meetings a desire to have a funding mechanism established in conjunction with water bills that would be dedicated solely to the repair and replacement of water lines. The attached ordinance has been drafted that would establish a water main infrastructure replacement fee of \$3.00 per month per water bill that would equate to \$6.00 per resident billing cycle. This infrastructure fee would generate \$300,000 in new revenue to be used for debt service to fund a \$3,000,000 water main replacement project.

The Public Works Department estimates that this will replace approximately 11,500 feet (2.18 miles) of water main. This estimate includes design engineering, construction engineering and restoration. The Department will concentrate on the replacement of the old 6 and 8 inch diameter main. The exact location of the water mains to be replaced will be determined from the 2004 Water System Study Report that was prepared by Baxter & Woodman. As part of this report, Baxter & Woodman provided a water main replacement list by rank.

This new fee would become effective July 1. The Board will be presented with borrowing options early in the new fiscal year. In addition, the attached ordinance amendment deletes language no longer valid.

SCHEDULE FOR CONSIDERATION:

This item will be on the agenda of the April 14, 2008 Regular Meeting for First Reading.

ORDINANCE No. _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF
PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS TO ESTABLISH A
WATER MAIN INFRASTRUCTURE REPLACEMENT FEE**

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the Chapter 106 (Utilities) of the Village Code of Ordinances is hereby amended as follows:

Sec. 106-49. Rates.

~~(d) Additional rates.—~~

~~(1) Untreated raw water available for water-cooled air conditioning, per 1,000 gallons: \$0.78~~

~~(2) Fire hydrant charge, available for firefighting, sewer flushing, and other municipal use per hydrant, per year: \$25.00.~~

(d) Water main infrastructure replacement fee. Every water customer having a water service shall pay a water main infrastructure replacement charge of \$3.00 per month.

This Ordinance shall be in force and effect on July 1, 2008.

ADOPTED this _____ day of April 2008.

ATTEST:

Village Clerk

APPROVED:

Mayor