

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

Village Hall

8:00 p.m.

June 9, 2008

Roll Call

Pledge of Allegiance

PUBLIC HEARING - Fiscal Year Budget 2008/2009

Reports of Village Officers

Mayor
Village Manager

Village Attorney
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Resolution: A Resolution Authorizing the Execution of an Intergovernmental Agreement, By and Between the Village of University Park and the Village of Park Forest to Allow the University Golf Club and Conference Center, Owned and Operated by the Village of University Park, to Use and Occupy the Driving Range and Club House at Hidden Meadows Golf Club
2. Resolution: A Resolution Authorizing the Execution of a Development and Economic Incentive Agreement Between the Village of Park Forest and Orchard Park Plaza, LLC
3. Resolution: A Resolution Authorizing an OSLAD Grant Application
4. Resolution: A Resolution Updating the Recreation & Parks Plan
5. Motion: A Motion to Authorize a Contract for 2008 Motor Fuel Tax Sidewalk Maintenance
6. Appointments:

OVER

DEBATABLE:

7. Ordinance: An Ordinance Adopting the Budget for All Corporate Purposes of the Village of Park Forest, Cook and Will Counties, Illinois, in Lieu of the Appropriation Ordinance for the Fiscal Year Commencing on the First Day of July, 2008 and Ending on the Thirtieth Day of June, 2009 (First Reading)

8. Ordinance: An Ordinance Amending the Code of Ordinances of the Village to Amend Water Rates (First Reading)

Adjournment

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 adopt a Resolution Authorizing the Execution of an Intergovernmental Agreement, By and Between the Village of University Park and the Village of Park Forest to Allow the University Golf Club and Conference Center, Owned and Operated by the Village of University Park, to Use and Occupy the Driving Range and Club House at Hidden Meadows.
 2. MOVED, that the Mayor and Board of Trustees adopt a Resolution Authorizing the Execution of a Development and Economic Incentive Agreement Between the Village of Park Forest and Orchard Park Plaza, LLC
 3. MOVED, that the Mayor and Board of Trustees adopt a Resolution Authorizing a OSLAD Grant Application
 4. MOVED, that the Mayor and Board of Trustees adopt a Resolution Updating the Recreation & Parks Plan
 5. MOVED, that the Manager is authorized to contract with Strada Construction of Algonquin, IL for 2008 Motor Fuel Tax Sidewalk Maintenance in the amount of \$81,261.11 with a 30% contingency for a total cost not to exceed \$105,639.44.
 6. MOVED, that the Mayor and Board of Trustees appoint Willie Brooks as Chairperson of the Beautification Awards Committee for a term to expire December 31, 2008.
- MOVED, that the Mayor and Board of Trustees appoint Rose Turner-Green as Vice-Chairperson of the Beautification Awards Committee for a term to expire December 31, 2008.
- MOVED, that the Mayor and Board of Trustees appoint Mark Kundla as Chairperson of the Cable Communications Commission for a term to expire December 31, 2008.
- MOVED, that the Mayor and Board of Trustees appoint Dan Karwatka as Vice-Chairperson of the Cable Communications Commission for a term to expire December 31, 2008.
- MOVED, that the Mayor and Board of Trustees appoint Alfreda Keller as Chairperson of the Commission on Human Relations for a term to expire December 31, 2008.
- MOVED, that the Mayor and Board of Trustees appoint Michael Elliott as Vice-Chairperson of the Commission on Human Relations for a term to expire December 31, 2008.
- MOVED, that the Mayor and Board of Trustees appoint Sam Montella as Chairperson of the Economic Development Advisory Group for a term to expire December 31, 2008.
- MOVED, that the Mayor and Board of Trustees appoint Kay Meyer as Vice-Chairperson of the Economic Development Advisory Group for a term to expire December 31, 2008.

MOVED, that the Mayor and Board of Trustees appoint Dave Bartlett as Chairperson of the Environment Commission for a term to expire December 31, 2008.

MOVED, that the Mayor and Board of Trustees appoint James Saxton as Vice-Chairperson of the Environment Commission for a term to expire December 31, 2008.

MOVED, that the Mayor and Board of Trustees appoint Glenna Hennessy as Chairperson of the Parks & Recreation Advisory Board for a term to expire December 31, 2008.

MOVED, that the Mayor and Board of Trustees appoint Leon Norwood as Vice-Chairperson of the Parks & Recreation Advisory Board for a term to expire December 31, 2008.

MOVED, that the Mayor and Board of Trustees appoint Helen Peele as Chairperson of the Senior Citizens Advisory Commission for a term to expire December 31, 2008.

MOVED, that the Mayor and Board of Trustees appoint Ed Fizer as Vice-Chairperson of the Senior Citizens Advisory Commission for a term to expire December 31, 2008.

MOVED, that the Mayor and Board of Trustees appoint Andrew Klinger as Chairperson of the Youth Commission for a term to expire December 31, 2008.

MOVED, that the Mayor and Board of Trustees appoint Dorothy Furnace as Vice-Chairperson of the Youth Commission for a term to expire December 31, 2008.

MOVED, that the Mayor and Board of Trustees appoint Nissim I. Eskenazi as Chairperson of the Equal Employment Opportunity Review Board for a term to expire December 31, 2008.

MOVED, that the Mayor and Board of Trustees appoint Kim Elmore-Perkins as Vice-Chairperson of the Equal Employment Opportunity Review Board for a term to expire December 31, 2008.

MOVED, that the Mayor and Board of Trustees appoint Nissim I. Eskenazi as Chairperson of the Fair Housing Review Board for a term to expire December 31, 2008.

MOVED, that the Mayor and Board of Trustees appoint Kim Elmore-Perkins as Vice-Chairperson of the Fair Housing Review Board for a term to expire December 31, 2008.

MOVED, that the Mayor and Board of Trustees appoint Nissim I. Eskenazi as Chairperson of the Zoning Board of Appeal for a term to expire December 31, 2008.

MOVED, that the Mayor and Board of Trustees appoint Kim Elmore-Perkins as Vice-Chairperson of the Zoning Board of Appeal for a term to expire December 31, 2008.

AGENDA BRIEFING

DATE: June 5, 2008

TO: Mayor Ostenburg
Board of Trustees

FROM: Sandra Zoellner
Assistant Director of Economic Development and Planning

RE: Resolution Authorizing the Execution of a Development and Economic Incentive Agreement Between the Village of Park Forest and Orchard Park Plaza, LLC

BACKGROUND/DISCUSSION:

Orchard Park Plaza, LLC owns and operates the shopping center located at 80-138 S. Orchard Drive, in Park Forest. In June 2007, Sterk's Grocery Store closed most of its locations, including the one at Orchard Park Plaza. With the assistance of Central Grocers, more than 100 grocery store operators were contacted to lease the space. This attempt failed. Further marketing was performed by Matanky Realty and a strong, qualified tenant was found. Orchard Park Plaza, LLC proposes to demise, reconfigure, and partially equip 27,750 square feet of the former Sterk's Grocery Store (which was 57,000 square feet) for the new grocery tenant at 132 South Orchard Drive.

Orchard Park Plaza, LLC requested sales tax revenue sharing of 75% of all sales taxes generated by all businesses in Orchard Park Plaza for "as long as the grocery store is operating". Matanky Realty estimated the total amount requested would aggregate to the total amount spent to re-tenant the former Sterk's space.

The Economic Development Advisory Group met May 14 to consider this request for an economic incentive. The members voted unanimously to recommend approval of the Village's support for an economic incentive for Orchard Park Plaza, LLC (OPP LLC) to demise, reconfigure and partially equip 27,750 square feet of retail space at 132 South Orchard Drive, Park Forest with very specific guidelines.

1. The Village should provide a financial incentive to OPP LLC.
2. The Village should frontload the incentive to assist OPP LLC with their financing.
3. The Village should limit the amount of the incentive to not more than 82.275% of the \$800,000 projected build-out expenses or \$663,000.
4. The Village should not provide incentives directly to tenants in any shopping centers. It is the prerogative of the shopping center owner to pass through any incentives.
5. The Village should establish a clawback clause if the grocery store closes during the term of the agreement.
6. The Village should provide an incentive for OPP LLC to cause the opening of the Orchard Fresh Market not later than December 1, 2008, in time for the major holidays.

Those guidelines were forwarded to Paul Stephanides, the Village Attorney, to draft an incentive agreement and to advise Robert Matanky, attorney for OPP LLC. Attached to this memo are the Resolution and the Development and Economic Incentive Agreement.

Since the Board's Rules discussion on this incentive some minor editorial changes have been made to the Agreement, all of which were reviewed by the Village Attorney. In addition, at the Board's direction, the Village Attorney re-formatted the Agreement so it is suitable for recording with Cook County. He also modified Section 4.2 and added Sections 11.16 and 11.17 to make this Agreement a lien on the property.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular meeting of June 9, 2008 for the Board's consideration.

RESOLUTION

A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND ORCHARD PARK PLAZA, LLC

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

WHEREAS, Orchard Park Plaza, Inc., owner of Orchard Park Plaza, has expressed its intent to enter into a 20-year lease with two (2) five (5) year options with Orchard Fresh Market, Inc., for the space located at 132 South Orchard Drive, P.I.N. 31-36-101-016-0000, consisting of approximately 27,750 square feet for a retail full-service grocery store ("Subject Property"); and

WHEREAS, the Developer has notified the Village that the costs to subdivide and re-demise the existing space, reconfigure all mechanical and electrical systems, bring the space into Code compliance and install a new façade and entry ways, would be cost prohibitive without financial assistance from the Village; and

WHEREAS, the Village desires that the Developer renovate the Subject Property so that a retail full-service grocery store may operate at that location ("Project"); and

WHEREAS, the Village recognizes that the operation of a full-service grocery store at Orchard Park Plaza prevents a condition of potential blight by eliminating a potential vacancy in a prime commercial location within the Village, prevents further potential vacancies at that location and provides both sales and property taxes for the Village as well as employment opportunities for the residents of the Village; and

WHEREAS, the Village is authorized pursuant to its home rule powers, and 65 ILCS 5/8-11-20 (2008), to enter into an economic incentive agreement related to the development or redevelopment of land, within the corporate limits of the Village, and share or rebate a portion of any retailer's occupation taxes received by the Village that are generated by the development over a finite period of time; and

WHEREAS, the building in which the Subject Property is located has remained less than significantly occupied or under-utilized for a period of at least one year; and

WHEREAS, the Project will serve to further the development of adjacent areas;
and

WHEREAS, without the Agreement, the Project would not be possible; and

WHEREAS, the Developer meets high standards of credit worthiness and financial strength; and

WHEREAS, the Project will strengthen the commercial sector of the Village; and

WHEREAS, the Project will enhance the tax base of the Village; and

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

WHEREAS, the Village is desirous of fostering the development of the Subject Property to increase its property tax base and the real property tax base of taxing districts of the community and to provide the maximum retailer occupation sales tax from the Subject Property.

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. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Approval of Development and Economic Incentive Agreement. The Development and Economic Incentive Agreement between the Village of Park Forest and Orchard Park Plaza, LLC ("Agreement"), attached hereto and incorporated herein by reference as Exhibit A, is hereby approved in substantially the form attached.

Section 3. Authorization to Execute Agreement. The Mayor is authorized and directed to execute and the Village Clerk is directed to attest the Agreement in substantially the form attached and any and all other necessary documents to be executed in connection with the Agreement.

Section 4. Severability and Repeal of Inconsistent Resolutions and Ordinances. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution. All existing resolutions and ordinances of the Village of Park Forest are hereby repealed insofar as they may be inconsistent with the provisions of this Ordinance.

Section 5. State Statutes Superseded. All statutes of the State of Illinois or any parts thereof which are in conflict with the provisions of this Resolution are hereby superseded by this Resolution enacted under the Village's home rule power.

Section 6. Effective Date. 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:

Mayor

ATTEST:

Village Clerk

**PROPERTY ADDRESS:
132 South Orchard Drive
Park Forest, Illinois 60466**

P.I.N. 31-36-101-016-0000

**Return to:
Village Clerk
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466**

(for recorder's use only)

**DEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT
BETWEEN ORCHARD PARK PLAZA, LLC AND THE VILLAGE OF PARK FOREST**

THIS DEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT (the "Agreement") dated as of the _____ day of _____, 2008, by and between the Village of Park Forest, an Illinois home rule Municipal Corporation (hereinafter referred to as "Village"), and Orchard Park Plaza, LLC, an Illinois limited liability company (hereinafter referred to as "Developer").

RECITALS

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

WHEREAS, the Developer, owner of Orchard Park Plaza, has expressed its intent to enter into a 20-year lease with two (2) five (5) year options with Orchard Fresh Market, Inc., for the space at 132 South Orchard Drive, consisting of approximately 27,750 square feet for a retail full-service grocery store ("Subject Property"); and

WHEREAS, the Developer has notified the Village that the costs to subdivide and re-demise the existing space, reconfigure all mechanical and electrical systems, bring the space into Code compliance and install a new façade and entry ways, would be cost prohibitive without financial assistance from the Village; and

WHEREAS, the Village desires that the Developer renovate the Subject Property so that a retail full-service grocery store may operate at that location ("Project"); and

WHEREAS, the Village recognizes that the operation of a grocery store at Orchard Park Plaza prevents a condition of potential blight by eliminating a potential vacancy in a prime commercial location within the Village, prevents further potential vacancies at that location and provides both sales and property taxes for the Village as well as employment opportunities for the residents of the Village; and

WHEREAS, the Village is authorized pursuant to its home rule powers, and 65 ILCS 5/8-11-20 (2008), to enter into an economic incentive agreement related to the development or redevelopment of land, within the corporate limits of the Village, and share or rebate a portion of any retailer's occupation taxes received by the Village that are generated by the development over a finite period of time; and

WHEREAS, the building in which the Subject Property is located has remained less than significantly occupied or under-utilized for a period of at least one year; and

WHEREAS, the Project will serve to further the development of adjacent areas; and

WHEREAS, without the Agreement, the Project would not be possible; and

WHEREAS, the Developer meets high standards of credit worthiness and financial strength; and

WHEREAS, the Project will strengthen the commercial sector of the Village; and

WHEREAS, the Project will enhance the tax base of the Village; and

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

WHEREAS, the Village is desirous of fostering the development of the Subject Property to increase its property tax base and the real property tax base of taxing districts of our community and to provide the maximum retailer occupation sales tax from the Subject Property; and

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

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

ARTICLE I RECITALS

1.1. Recitals Incorporated. The representations set forth in the foregoing recitals are a material part of this Agreement and are hereby incorporated into and made a part

of this Agreement as though they were fully set forth in this Article I and constitute representations, warranties and agreements of the respective parties hereto.

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

2.1. Conditions Precedent. As conditions precedent to payment of any retailer's occupation taxes by the Village to the Developer pursuant to this Agreement, the Developer shall: (1) acquire or maintain fee simple title to the Subject Property and provide the Village with evidence, reasonably satisfactory to the Village, that the Developer has acquired or maintains fee simple title; and (2) the Developer shall complete the rehabilitation of the building located on the Subject Property and cause its tenant to open for business to retail customers a retail full-service grocery store on the Subject Property. Upon the non-happening of any of the conditions precedent set forth in this Section, the Village's obligations under this Agreement shall cease.

2.2. Lease. On or before July 1, 2008, the Developer shall execute a lease with a term of no less than twenty (20) years with two (2) five-year options with Orchard Fresh Market, Inc., an Illinois corporation, for the space at 132 South Orchard Drive consisting of approximately 27,750 square feet for a grocery store ("Subject Property").

2.3. Property Renovations. The Developer shall complete renovation of the Subject Property so that it is ready for occupancy for the grocery store use on or before November 1, 2008, and the grocery store shall open for business to the general public on or before December 1, 2008. If an extension is required as a result of any event giving rise to *force majeure* as set forth in Section 11.5 below, the Village Manager is authorized to grant an extension of the dates contained in this Section 2.3.

ARTICLE III UNDERTAKINGS ON THE PART OF THE VILLAGE

3.1. Sales Tax Revenues. The parties agree that the revenues of the commercial development of the Subject Property shall be the local distributive share of taxes imposed by the State of Illinois pursuant to all retailers' occupation tax acts, each as supplemented and amended, and as actually generated from the operation of a retail full-service grocery store to be located on the Subject Property ("Sales Taxes"). For purposes of this Agreement, Sales Taxes means (i) the total revenue from taxes which are paid to the Village from the Local Government Tax Fund, as created by an Act of the Illinois General Assembly, 35 ILCS 120/3, as amended, on sales by retailers and servicemen operating on the Subject Property; (ii) all revenues from any taxes which are paid to the Village from the Local Government Tax Fund on sales by retailers and servicemen operating on the Property which are intended to replace the current payments to the Village from the Local Government Tax Fund, as enacted by law or

ordinance of the Village and of any governmental authority during the Term of this Agreement.

3.2. Rebate of Sales Taxes. The Village shall rebate a portion of the sales taxes received by the Village, as generated from the operation of the retail full-service grocery store located at the Subject Property as follows: (i) seventy-five percent (75%) of the sales tax received by the Village for the first eight (8) years of operation; and (ii) fifty percent (50%) of the sales tax received by the Village for the next five (5) years of operation. After said thirteen (13) year period, the Village shall retain all such sales taxes distributed to it by the State of Illinois and its obligations to the Developer shall cease.

3.3. Annual Payments. Sales Tax rebate payments shall be made annually to the Developer from the sales taxes for each calendar year. Payments will be made annually beginning in the year 2009, within 45 days of receipt of verification of payment to the Village by the Illinois Department of Revenue. No interest shall accrue on any of the amounts to be paid by the Village to the Developer.

3.4. Payment Calculations. The calculation of each payment to the Developer shall be based upon the actual receipts of the Village for each calendar year after deduction of any administrative costs by the State of Illinois for collection as permitted by law.

3.5. Incentive Cap. The entire incentive to be paid to the Developer by the Village pursuant to this Agreement shall be limited to, and capped at six hundred and sixty three thousand dollars (\$663,000.00). In the event the six hundred and sixty three thousand dollars (\$663,000.00) cap is met prior to the expiration of the term of this Agreement, this Agreement shall automatically terminate upon said cap being met.

3.6. Additional Rebate. In the event the Developer causes the grocery store to be located on the Subject Property to be open for business to the general public by December 1, 2008, the Village shall rebate 100% of the Village's sales tax for the term of the first twelve (12) months of operation of the grocery store.

3.7. No Direct Incentives. The Village shall not negotiate or provide any economic incentive to any full service grocery store tenant located at the Subject Property or at Orchard Park Plaza as a whole.

3.8. Reduction of Incentive. In no event shall the total amount paid to the Developer by the Village, whether as a grant or sales tax rebates during the term of this Agreement exceed the amount of certified costs expended by the Developer for capital improvements.

ARTICLE IV DEVELOPER'S OBLIGATIONS

4.1. Grocery Store Operation. The Developer shall use its best efforts to ensure that throughout the term of this Agreement, the retail full-service grocery store to be operated by Orchard Fresh Market, Inc., at the Subject Property does not close once located within the Village, or relocate outside the corporate boundaries of the Village, unless an equivalent retail full-service grocery store is located at and open for business to the general public at the Subject Property within one (1) year of the relocation or closing of the grocery store located at the Subject Property.

4.2. Relocation or Closure of Grocery Store. In the event the retail full-service grocery store is relocated or closed during the first five (5) years of this Agreement and an equivalent grocery store is not located and open for business to the general public at the Subject Property within one (1) year, all obligations of the Village hereunder shall immediately terminate and the Village shall be without further liability to the Developer. In such event, the Developer shall repay to the Village fifty percent (50%) of any and all amounts paid to the Developer pursuant to the Agreement prior to the closure or relocation of the grocery store. Upon the fulfillment of the repayment obligations pursuant to this Section, the Developer shall be relieved from further liability under this agreement. The repayment obligation pursuant to this Section shall be a lien on the Subject Property, which lien may be foreclosed upon as a mortgage in case of default by the Developer or Developer's grantees, assigns and successors in interest. The Developer, and any of Developer's grantees, assigns and successors in interest, shall pay reasonable attorneys fees and costs of collection, including litigation costs, should the Developer default on its obligation pursuant to this Section. The Village shall subordinate such lien to any construction mortgage, or any mortgage to secure any other financing for the Subject Property, which loans at the time that they are originated do not exceed 80 percent of the lenders' appraised value of the Subject Property.

4.3. Developer to Remain in Good Standing. The Developer or its successors and assigns shall maintain itself in good corporate standing throughout the term of this Agreement.

4.4. Retailer's Occupation Tax Returns. Throughout the term of this Agreement, the Developer shall deliver or cause the grocery store tenant to deliver to the Village certified copies of each and every sales tax return, relating to sales at the Subject Property, that its grocery store tenant, files with the Illinois Department of Revenue within five (5) business days of its transmittal to the Illinois Department of Revenue. To the extent that neither the Developer nor the grocery store tenant provides the Village with such returns, proof of payment, and any necessary releases of information, the Village shall not be obligated under this Agreement to make payments to the Developer. The Developer shall cause its tenant, Orchard Fresh Market, Inc., to provide all required authorizations to the Illinois Department of Revenue in order to cause the Illinois Department of Revenue to release all information contained on said returns, including, but not limited to, the amount of taxes paid. Said authorizations shall

allow the release of said information to the Village. The Developer shall make the authorizations required pursuant to this Section part of any lease agreement for the Subject Property and the Developer shall provide the Village with a copy of any such lease agreement.

4.5. Confidentiality. The Village shall keep all information provided to it, pursuant to the terms of this Agreement, confidential between it and the Developer and shall not divulge any of said information, without prior written approval of the Developer, but shall use such information only for the purposes of this Agreement, unless otherwise provided by law.

4.6. Costs Certification. On or before March 30, 2009, the Developer shall deliver to the Village certification of all costs expended by it for capital improvements to the Subject Property with copies of paid invoices for each item included therein. For purposes of the Agreement, capital improvements shall include all costs of construction whether interior or exterior; costs of permanent fixtures; costs for the renovation or replacement of all mechanical, electric and plumbing systems; all costs relating to expenditures to meet the requirements of the Village code; all costs for flooring and ceiling renovation; all costs of furniture, furnishings and equipment used in connection with the operation of a retail full-service grocery store; all architectural and engineering costs; and all loan costs and legal fees. Developer must provide certification of costs of at least eight hundred thousand dollars (\$800,000.00).

4.7. Amounts Due Village. The Developer shall promptly pay, as the same become due, any and all amounts due and owing to the Village for any reason and any and all taxes and governmental charges of any kind that may be assessed with regard to its operation.

4.8. Compliance With Applicable Codes. The Developer shall comply or diligently pursue compliance with all applicable zoning ordinances and regulations, building codes, fire codes and all other applicable Village ordinances, resolutions and regulations within ten (10) days after written notice.

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

4.10. Hire Locally. The Developer shall make a "good faith" effort to require that the grocery store operator shall advertise and hire personnel locally within the corporate boundaries of the Village for operating the grocery store.

4.11. Sales Tax Information of Tenant. On or before December 31 of each calendar year during the time period covered by the Agreement, the Developer's grocery store tenant shall authorize the Illinois Department of Revenue to release to the Village all sales tax information for the calendar year.

4.12. Legal Expenses. The Developer shall reimburse the Village for all legal expenses related to this Development and Economic Incentive Agreement, including drafting of same.

4.13. Pass Through of Incentive. The Developer may act as a pass through of any incentive provided pursuant to this Agreement to a tenant located at the Subject Property.

ARTICLE V TERM AND TERMINATION OF AGREEMENT

5.1. Termination. This Agreement shall terminate upon the last payment by the Village to the Developer of retailers' occupation taxes pursuant to this Article. For example, if this Agreement commences with the first payment on March 1, 2009, it shall terminate upon the last payment of March 1, 2022 if said payment is made on that date.

5.2. Termination upon Incentive Cap. In the event the six hundred and sixty three thousand dollars (\$663,000.00) cap is met prior to the expiration of the term of this Agreement pursuant to Section 3.5 above, this Agreement shall automatically terminate upon said cap being met.

ARTICLE VI RESTRICTIONS

6.1. Discrimination Prohibited. The Developer shall strictly adhere to a policy of equal opportunity for employment and will not discriminate against any employee or applicant for employment for the construction of the Project because of race, color, religion, sex or national origin. The Developer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

ARTICLE VII AUTHORIZATION AND ENFORCEABILITY

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

7.2. Developer Authority. The Developer has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings with respect to this Agreement. The Developer hereby represents and

warrants: (1) it has full power to execute, deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary proceedings; (2) this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms; and (3) it has requested economic assistance from the Village in order to develop the Project and, but for the economic assistance and the appropriate business conditions, the Project, as contemplated, would not be economically viable nor acceptable to the Developer.

7.3. Developer Existence. The Developer shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, so long as Developer maintains an interest in the Subject Property or has any other remaining obligation pursuant to the terms of this Agreement.

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

7.5. Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, officer, partner, member, director, agent, employee, planning consultant or attorney of the Village or Developer, in his or her individual capacity, and no official, officer, partner, member, director, agent, employee or attorney of the Village or Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out the execution, delivery, and performance of this Agreement, or any failure in connection therewith.

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

ARTICLE VIII DEFAULTS

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

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

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

ARTICLE IX RELEASE AND INDEMNIFICATION

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

9.2. Hold Harmless. The Developer shall hold harmless, indemnify and defend the Village and its governing body members, officers, agents, employees and independent contractors from and against all claims, causes of action and suits of every kind and nature, including liabilities, damages costs, expenses and reasonable attorney's fees brought by third parties arising from any and all conduct of the Developer, its independent contractors, tenants, officers, agents, employees, attorneys,

representatives or any other person in connection with the rehabilitation and operation of its business at the Subject Property.

9.3. Liability of Village. The Village and its governing body members, officers, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, employees, independent contractors or any other persons who may be about the Subject Property or the construction of the Project.

9.4. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the Village shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

9.5. Covenant Not to Sue. The Developer covenants and agrees that no recourse under or upon any obligation or agreement contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sum agreed by the Village to be paid hereunder, subject to the terms and conditions contained herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officers, agents, attorneys, representatives or employees in excess of such amounts, all and any such rights or claims against the Village, its officers, agents, attorneys, representatives or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

ARTICLE X MUTUAL ASSISTANCE

10.1. Mutual Assistance. The Village and the Developer agree to take such action, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), supplemental hereto as may reasonably be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent to the extent legally permitted.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1. Entire Agreement. This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the Village and Developer regarding the Subject Property, and may not be modified or amended except by a written instrument executed by both of the parties hereto. This Agreement specifically supersedes

Economic Incentive Agreement with SLC Foods, Inc., and the Village of Park Forest, Illinois dated December 27, 1999, and that agreement shall be of no further force and effect. Each party acknowledges that no representation or warranties have been made which have not been set forth herein.

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

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

11.4. Special and Limited Obligations. This Agreement shall constitute a special and limited obligation of the Village according to the terms hereof. This Agreement shall never constitute a general obligation of the Village to which its credit, resources or general taxing power are pledged. The Village pledges to the payment of its obligations hereunder solely and only from the Sales Tax revenues set forth herein, if, as and when received and not otherwise.

11.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the Village shall be deemed in default with respect to any performance obligations under this Agreement or their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which, if claimed in writing, delivered within thirty (30) days of the event giving rise to constitute an "unavoidable delay"): any strike, lock-out or other labor dispute, civil disorder, inability to procure materials, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, acts of nature or third parties, or any other cause beyond the reasonable control of the Developer or the Village or for any other reasons not within the Developer's or the Village's control.

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

11.7. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of such section, subsection, term or

provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

11.8. Notices. All notices, demands, requests, consents, approvals or other communications or instruments required or otherwise given under this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally or by telecommunication actually received, or as of the third day from and including date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (unless another address is provided in writing)

To the Developer:

Orchard Park Plaza, LLC
c/o Matanky Realty Group, Inc.
200 North LaSalle Street
Suite 2350
Chicago, IL 60601
Attn.: James E. Matanky, Manager

With a copy to:

Matanky and Matanky, Ltd.
200 North LaSalle Street
Suite 2350
Chicago, IL 60601
Attn.: Robert W. Matanky, Attorney

To the Village:

Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, IL 60406

With a copy to:

Paul L. Stephanides
Robbins, Schwartz, Nicholas, Lifton and Taylor, Ltd.
179 North Chicago Street
Joliet, IL 60432

11.9. Successor in Interest. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective authorized successors and assigns; provided, however, that Developer may not assign its right under this Agreement without the express written approval of the Village which shall not be unreasonably withheld.

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

11.11. Illinois Law. This Agreement shall be construed and interpreted under the internal laws of the State of Illinois. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Illinois for all purposes and intents.

11.12. Effective Date. This Agreement shall be signed last by the Mayor and the Village Clerk. The Village Clerk shall insert the date upon which this Agreement was so signed and such date shall be the effective date of this Agreement.

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

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

11.15. Assignment. This Agreement may be assigned after written notice to the Village and approval by the Village of the assignment, which approval shall not be withheld unreasonably, and only in the event the assignee continues to operate a retail full-service grocery store at the Subject Property and undertakes any and all obligations of the Developer pursuant to this Agreement.

11.16. Recording of Agreement. Within thirty (30) days after its execution, this Agreement shall be recorded at the sole cost and expense of the Developer with the Cook County Recorder of Deeds.

11.17. Covenant Running with the Land. The terms of this Agreement constitute a covenant running with the land for the term of this Agreement unless specific terms are expressly made binding beyond the term of this Agreement. Furthermore, the terms herein are hereby expressly made binding upon all grantees, assigns and successors in interest of the Developer as to all or any part of the Subject Property, and are further expressly made binding upon said Village and the duly elected or appointed successors in office of its Corporate Authorities.

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

VILLAGE OF PARK FOREST

By: Thomas K. Mick
Its: Village Manager

ATTEST:

By: Sheila McGann
Its: Village Clerk

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by Thomas K. Mick, Village Manager, and Sheila McGann, Village Clerk, this _____ day of _____, 2008, A. D.

-seal-

Notary Public

ORCHARD PARK PLAZA, LLC

By:
Its: Manager
James E. Matanky

ATTEST:

By: Manager
Its: Robert W. Matanky

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by _____,
_____, and _____, _____, this
_____ day of _____, 2008, A. D.

-seal-

Notary Public

This instrument was prepared by: Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.,
179 N. Chicago Street, Joliet, IL 60432 (815-722-6560)

VILLAGE OF PARK FOREST

MEMORANDUM

TO: John A. Ostenburg, Village President
Board of Trustees

FROM: Thomas K. Mick,
Village Manager

DATE: June 9, 2008

SUBJECT: A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY, AND BETWEEN, THE VILLAGE OF UNIVERSITY PARK AND THE VILLAGE OF PARK FOREST TO ALLOW THE UNIVERSITY GOLF CLUB AND CONFERENCE CENTER, OWNED AND OPERATED BY THE VILLAGE OF UNIVERSITY PARK, TO USE AND OCCUPY THE DRIVING RANGE AND CLUB HOUSE AT HIDDEN MEADOWS GOLF COURSE

BACKGROUND/DISCUSSION:

Park Forest was approached by the Village of University Park a number of months ago regarding the possibility of Park Forest providing access to the former Hidden Meadows driving range. Park Forest representatives explained we could not provide any such service to University Park as all equipment (mowers, range balls, baskets, clubs, ball retriever, etc.) has been liquidated in preparation for the pending redevelopment of this property. After some discussions, University Park proposed an intergovernmental agreement allowing them to use the former driving range with their supplying of all necessary equipment, staff, etc. Major points of the attached agreement are as follows:

- Park Forest will grant University Park access and use to the driving range and club house portions of the former Hidden Meadows Golf Course. Access will be allowed in an 'as-is' condition.
- University Park will have access to the club house and driving range area of the former Hidden Meadows to conduct driving range operations.
- University Park will provide all equipment, maintenance and staffing necessary to run the driving range and/or club house operations.
- University Park will provide evidence of coverage holding Park Forest harmless of any liabilities emanating out of their use of the driving range or clubhouse.
- University Park will reimburse the Village's costs for electric utility operations.
- A clause that allows Park Forest, at its sole discretion, to terminate the agreement with 30 days written notice.

- A clause that allows Park Forest, upon notice from the developer of the property, to suspend operations at the driving range to accommodate such development work as engineering analysis, surveying, etc.
- University Park will pay the Village \$1,000 per month in rent.
- The term of the agreement is through the end of the current golf season which, pending weather conditions, should be no later than November 30, 2008.

SCHEDULE FOR CONSIDERATION:

This matter will be on the June 9, 2008 Regular Meeting agenda for approval.

Resolution No. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY, AND BETWEEN, THE VILLAGE OF UNIVERSITY PARK AND THE VILLAGE OF PARK FOREST TO ALLOW THE UNIVERSITY GOLF CLUB AND CONFERENCE CENTER, OWNED AND OPERATED BY THE VILLAGE OF UNIVERSITY PARK, TO USE AND OCCUPY THE DRIVING RANGE AND CLUB HOUSE AT HIDDEN MEADOWS GOLF COURSE

BE IT RESOLVED by the Mayor and the Board of Trustees of the Village of Park Forest, in the exercise of their home rule powers, as follows:

Section 1. Agreement Approved. The Intergovernmental Agreement attached hereto and incorporated herein by reference, is hereby approved. The Village Manager and Clerk are hereby authorized and directed to sign the Agreement, in substantially the attached form, on behalf of the Village.

Section 2. Effective Date. This resolution shall be in full force and effect forthwith upon its passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2008.

APPROVED:

ATTEST:

Mayor

Village Clerk

**INTERGOVERNMENTAL AGREEMENT BY,
AND BETWEEN, THE VILLAGE OF UNIVERSITY PARK
AND THE VILLAGE OF PARK FOREST TO ALLOW THE
UNIVERSITY GOLF CLUB AND CONFERENCE CENTER,
OWNED AND OPERATED BY THE VILLAGE OF
UNIVERSITY PARK, TO USE AND OCCUPY THE DRIVING
RANGE AND CLUB HOUSE
AT THE HIDDEN MEADOWS GOLF COURSE**

This Agreement is made and entered into this ____ day of _____, 2008 by, and between, the Village of University Park (“University Park”), a home rule Illinois municipal corporation and the Village of Park Forest (“Park Forest”), also a home rule Illinois municipal corporation.

W I T N E S S E T H:

Section 10 of Article VII of the Constitution of the State of Illinois of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine, or transfer any power or function not prohibited to them by law; and,

The Illinois Governmental Cooperation Act (Illinois Compiled Statutes, 5 ILCS 220/1 et. seq.), authorizes municipalities to exercise jointly with any public agency of the state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and,

University Park owns and operates the University Golf Club and Conference Center consisting of an 18 hole public golf course situated on approximately 120 acres of land including a club house and two-story farmhouse all located on the north side of University Parkway, east of the Metra Station, west of Crawford Avenue and across from Governors State University (the “University Golf Club”); and,

Park Forest owns the Hidden Meadows Golf Course (“Hidden Meadows”) which has a driving range and small club house, located on the east side of Crawford Avenue across from the University Golf Club; and

Park Forest formerly operated Hidden Meadows as a public recreation facility, but Hidden Meadows has been closed by Park Forest and the driving range and club house are not being used; and

University Park proposes to operate the Hidden Meadows driving range as a public range; and

Park Forest and University Park, have negotiated the terms of this Intergovernmental Agreement whereby Park Forest agrees to allow University Park to use and occupy the Hidden Meadows driving range and club house, pursuant to the terms set forth below.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and representations hereinafter set forth, the parties hereto do hereby agree as follows:

1. That Park Forest hereby allows and permits University Park to use and occupy the driving range and club house (in “As Is” condition) owned by Park Forest and located to the east of the University Park Golf Club for the 2008 golf season running from the date of this Agreement through November 30, 2008.

2. That University Park shall, at its sole cost and expense, operate and maintain the driving range and club house as a public recreation facility in good condition and repair.

3. That University Park shall pay all utility costs associated with its use and occupancy of the driving range and club house during the term of this Agreement. Park Forest shall provide utility bills to University Park to be paid within thirty (30) days of receipt by University Park.

4. That University Park shall pay to Park Forest the sum of \$1,000.00 per month as use and occupancy on or before the last date of each month during the term of this Agreement for each month during which University Park shall use and occupy the driving range and club house. In the event this Agreement is terminated prior to November 30, 2008, the obligation to pay use and occupancy shall terminate as well. Use and occupancy shall be prorated in the event this Agreement commences and/or terminates other than at the first or last day of a month.

5. That University Park agrees to indemnify and hold Park Forest, its officers, agents, and employees, harmless of, and from, any and all suits, claims, causes or causes of action, whether at law or in equity, including reasonable attorneys' fees and court costs arising out of University Park's use and occupancy of Hidden Meadows and the operation of the driving range.

6. That University Park shall vacate the driving range and club house upon thirty (30) days' written notice by Park Forest.

7. That University Park shall cause Park Forest to be named as an additional insured on its policy of liability insurance.

8. That any and all notices required to be sent hereunder shall be hand delivered or sent by a nationally recognized overnight delivery service (such as Fed Ex or UPS) or by certified mail (return receipt requested) or by facsimile transmission with confirmation by regular mail to the following addresses:

If to University Park:
David Sevier
Village Manager
Village of University Park
698 Burnham Drive
University Park, Illinois 60466
Phone: (708) 534-6451
Fax: (708) 534-3430

With a copy to:
Forest J. Miles
McCarthy Duffy LLP
180 North LaSalle Street
Suite 1400
Chicago, Illinois 60601
Phone: (312) 726-0355
Fax: (312) 726-6383

If to Park Forest:
Tom Mick
Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Phone: (708) 748-1112
Fax: (708) 503-8560

With a copy to:
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
20 North Clark Street
Suite 900
Chicago, Illinois 60602
Phone: (312) 332-7760
Fax: (312) 332-7768

9. That University Park shall suspend operation of the driving range upon forty-eight (48) hours written notice to allow engineering or survey work to be performed at the premises.

10. That it is understood and agreed that Park Forest shall provide no staff, balls, equipment or supplies whatsoever for the operation of the driving range, all of which shall be provided by University Park.

11. That Park Forest has the right and authority to grant the use and occupancy of the premises described herein to University Park.

This Agreement is signed and dated as of the day and year first above stated.

The Village of University Park

By _____
Alvin R. McCowan, Village Mayor

ATTEST:

By _____
Dorothy R. Jones, Village Clerk

The Village of Park Forest

By _____
Tom Mick, Village Manager

ATTEST:

By _____
Sheila McGann, Village Clerk

AGENDA BRIEFING

DATE: June 4, 2008

TO: President Ostenburg
Board of Trustees

FROM: John Joyce
Director of Recreation & Parks

RE: Resolution Authorizing a Grant Application

BACKGROUND/DISCUSSION:

On July 1, 2008 Grant Applications through the Open Space Land Acquisition and Development program administered by the Illinois Department of Natural Resources are due in Springfield. An application is being prepared for this round for improvements at the Park Forest Aqua Center. Part of the application includes an approved resolution by the elected officials authorizing the grant application. A copy of the Resolution labeled "DOC_3 Resolution of Authorization" is attached. The amount of the grant request will be approximately \$400,000 and will require a matching amount from the Village.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular Meeting of June 9, 2008 for your consideration.

- 1. Project Sponsor: Village of Park Forest
- 2. Project Title: Park Forest Aqua Center Revitalization

The Village of Park Forest hereby certifies and acknowledges that it has 100% of the funds necessary (includes cash and value of donated land) to complete the pending OSLAD/LWCF project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project should be completed within the timeframe established in the project agreement and the Final Billing reimbursement request will be submitted to IDNR as soon as possible after project completion.

The Village of Park Forest further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025) or federal Land & Water Conservation Fund (LWCF) program (17 IL Adm. Code 3030), as applicable, 2) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable, 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.), 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352), 5) the Age Discrimination Act of 1975 (P.L. 94-135), 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259) and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe conditions, keep the facilities open to the general public during reasonable hours consistent with the type of facility, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD/LWCF assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD/LWCF programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR.

BE IT FURTHER PROVIDED that the Village of Park Forest certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the Village of Park Forest at a legal meeting held on the 9th day of June, 2008.

(Authorized Signature)
Mayor Village of Park Forest

(title)

ATTESTED BY: _____
Village Clerk

(title)

AGENDA BRIEFING

DATE: June 2, 2008

TO: President Ostenburg
Board of Trustees

FROM: John Joyce
Director of Recreation & Parks

RE: A Resolution Updating the Park & Recreation Plan

BACKGROUND/DISCUSSION:

An open meeting was held for the purpose of public input to the Park & Recreation Plan at the Rules Meeting of June 2, 2008. Comments received at this meeting have been incorporated into the attached Five Year Plan Objectives. Specifically the change in language on the Orchard Drive bike lanes. One additional written suggestion was received following the meeting. This one is listed last under Major Park Improvements and Major Maintenance and involves the creation of a wetland on the 3.61 acre site adjacent to Rich East. This project has been discussed for two years and was left off the original list by oversight.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular Meeting of June 9, 2008 for final adoption.

Resolution

WHEREAS, the President and Board of Trustees identified a need to update the Village's Park and Recreation Plan; and

WHEREAS, citizen involvement is an important element of this process; and

WHEREAS, the Recreation & Parks Advisory Board has recently completed a major update to the Plan and forwarded the results to the Board of Trustees: and

WHEREAS, on June 2, 2008 the Board of Trustees held a public meeting to receive comment on the proposed recommendations.

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees that the Park & Recreation Plan update of June 2008 is hereby adopted.

BE IT FURTHER RESOLVED that said plan be used as guide to the development and operation of the Park and Recreation System in Park Forest.

Adopted this _____ day of June, 2008.

APPROVED:

ATTEST:

Mayor

Clerk

Five Year Park & Recreation Plan
OBJECTIVES

(Revised and amended May 2008)

Update to the Park & Recreation Plan originally developed in January of 1999 and updated in 2000 and 2002. The **Park Forest Recreation & Parks Board** initiated this update at their meeting on August 29, 2006. Objectives in *Italics* were additions developed by the Recreation & Parks Board, Staff and citizens in **2008**. Statements in **bold face** are ongoing objectives. The **Park Forest Board of Trustees** conducted a public meeting on Monday, June 2, 2008 to receive public comment on the proposed update. Approximately ten citizens were present. Several written suggestions were received following this meeting and have been incorporated in this document for approval.

Aqua Center

- **Continue to monitor the Aqua Center Master Plan from 2001 and prioritize remaining projects annually for implementation as funding is available.**
- Seek outside funding to assist in implementation of major improvement projects by leveraging funds to be received from the Hidden Meadows sale.
- Continue outreach efforts to get more African American young people into swim lessons.
- *Begin the systematic replacement of wood timber planters and deck at the facility.*
- *Market the Aqua Center as a facility of "Regional Influence".*
- *Study adoption of a single uniform season pass fee for the facility.*
- *Continue to evaluate usage and costs to operate the East Pool at the Aqua Center.*
- *Explore new uses of the Aqua Center facilities that expand public use from a highly seasonal (5 month) operation to a year round facility.*
- *Modify portions of the bathhouse building to serve as a Nature Education Classroom space to support school and community activities happening in the Central Park Wetlands.*

Financing

- Consider larger and more comprehensive improvement projects with the potential to leverage outside funding support.
- Manage programs and services "as-a-whole" to be self-supporting as to direct costs and provide adequate administrative and supervisory support out of tax funds.
- **Manage enterprise funds to be self-supporting as to operations and support major capital costs with tax funds if needed.**

Freedom Hall

- Develop a long term Viability Plan for Freedom Hall and implement recommendations.
- **Continue implementation of the capital improvements program for the building.**
- **Continue programming at Manilow Theatre that maintains the status of Freedom Hall as a cultural arts venue of “regional significance” in northeastern Illinois.**

Logan Park / Old Plank Road Trail

- *Assure that the rebuilding of Orchard Dr. between Lakewood Drive and Route #30 includes bike lanes as planned to provide a bike route between Logan Park / Old Plank Road Trail to the Downtown area..*

Major Park Improvements and Major Maintenance

- **Adequately fund and implement the Parks Capital Improvements Plan at all park sites and major facilities in the Village.**
- **Provide routine and preventive maintenance services as described in “Maintenance Standards” document (see appendix to 1999 document).**
- **Continue to Manage Central Park Wetlands and continue educational and interpretive programs.**
- **Maintain involvement in the Thorn Creek Watershed Ecosystem Partnership.**
- *Complete Development of the Dog Park.*
- *Work with Lake Shore Development to finalize park and open space plans in the Hidden Meadows residential development.*
- *Work with the Forest Preserve District of Will County to explore trail connections from the Hidden Meadows Development through the Camp Pompeii site to the Thorn Creek Nature Center.*
- *Continue to take advantage of private contributions, memorial gifts and local grants.*
- *Continue to look for and develop opportunities to expand the availability of outdoor basketball facilities in the Village.*
- *Continue the planning efforts and seek grant funds to restore / develop as a wetland the recently acquired 3.61 acre parcel west of Orchard Park Plaza and adjacent to Rich East High School property as an important part of the Village’s stormwater management system.*

Marketing of Park and Recreation Facilities and Services

- **Continue to upgrade signage at every park site and monument signs with message boards and the new logo at major facilities.**
- **Continue establishment of inter-agency relationships with schools and other organizations for the purpose of exposure and cooperative programming.**
- *Continue to improve development and use of the Website and email to market Recreation & Parks services.*
- *Continue to explore the use of email blasts to market R & P programs and services.*

Park Forest Green Initiatives

- **Continue to implement “green initiatives” (wetlands, rain gardens, green roofs, energy efficient lighting, etc.) in a variety of Village facilities and promote the public education aspects of same.**
- *Explore new technologies to make maintenance more efficient and reduce energy consumption (I.E. waterless urinals, energy efficient light bulbs, compacting trash cans, pervious pavement material, etc.)*
- *Explore with the Aqua Center Revitalization Project demonstration elements using solar, wind generated energy and the green roof.*

Park Maintenance

- Increase volunteer involvement in the maintenance operation in ways that are cost effective for the Village and personally satisfying for residents.
- **Continue to look at areas to reduce maintenance costs (mowing cutbacks, comprehensive review of playgrounds, reuse / removal of court surfaces, etc.**

Programs and Services

- **Continue the development of new programs for youth during evenings, weekends and in the fall and winter months.**
- **Continue to partner with the Park Forest Police Department to provide innovative community programming for youth.**
- **Evaluate mature adult programming with a focus on the interests of young retirees and active seniors.**
- **Day-to-day program planning and marketing will be largely staff driven but should be in accordance with the recommended “Recreation Programming Philosophy” (see A-8 in 1999 document).**
- **Continue the development and follow-through on Downtown Events**
- Work with School District No. 163 to redevelop cooperative agreements and planning for the joint improvement and operation of the Forest Trail Recreation Center Building.
- *Begin to secure computer technology to enhance youth programs especially related to the wetlands education project.*
- *Continue the development of educational materials for the Central Park Wetlands Site.*

Tennis & Health Club

- **Continue implementation of the capital improvements program.**
- **Continue to market the club as a facility of “regional influence”.**
- Continue to market tennis instruction under the auspices of the Club throughout the south suburban region.

Thorn Creek Nature Preserve

- Work with the Management Commission to re-roof the Nature Center building within the next year.

Urban Forestry

- **Continue to inspect and evaluate all park trees on a regular basis and be prepared to remove any hazardous trees in a timely fashion.**
- Re-establish the annual tree planting program (replacements) with the goal of emphasizing the Memorial Tree, Cost Sharing programs and group donations.
- **Increase the expenditures for urban forestry to implement forestry management goals and to address the Emerald Ash Borer situation.**
- Investigate hiring an Urban Forester contractually to assist with the program.
- **Continue to build up to a schedule of trimming all park and parkway trees on a less than seven year cycle.**

AGENDA BRIEFING

DATE: June 6, 2008

TO: Mayor Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre, Assistant Village Engineer

RE: Awarding of the 2008 MFT Sidewalk Maintenance Contract

BACKGROUND/DISCUSSION:

On Friday, May 30, 2008 at 10:00 a.m., the Department of Public Works opened six bids for the 2008 MFT Sidewalk Maintenance project. Invitations to bid were published in the *Star* Newspaper and in the Illinois Department of Transportation Notice to Contractors Bulletin. Bids were also sent to 12 pre-qualified contractors. Strada Construction located in Algonquin, IL, was the lowest bidder in the amount of \$81,261.11. This proposed amount is \$27,502.90 dollars under the Engineer's Estimate.

This project will focus on the removal and replacement of reported displaced sidewalk at various locations throughout the Village. This work will be paid for from the MOTOR FUEL TAX FUND. This project will also focus on the restoration of removed concrete items due to past water main breaks. This work will be paid for from the WATER FUND. This quantity was incorporated to secure the lowest possible price. This represents approximately \$4,136 dollars of the bid amount.

Strada Construction has performed concrete work for the village before and satisfactorily completed all items proposed. According to the bid specifications and, if agreed by the contractor, DPW may add additional concrete work to be done in an amount not to exceed 30% of the bid amount. DPW requests the authorization to take advantage of this opportunity to remove and replace additional sidewalk in an effort to address resident complaints, eliminate tripping hazards, provide ADA compliant handicap ramps, and provide a safe walking and riding surface for Park Forest residents.

RECOMMENDATION: Award the 2008 MFT Sidewalk Maintenance contract to Strada Construction from Algonquin, IL in the amount of \$81,261.11 with a 30% contingency for a total cost not to exceed \$105,639.44 dollars.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of June 9, 2008 for your consideration.

**Village of Park Forest
2008 Sidewalk Maintenance
MFT Section 09-00000-03-GM**

Bid Tab

	Pay Item	Unit	Qty.	Strada Construction		J&J Newell Concrete		Hooks Concrete		D'Land Construction		B & T Services of Monee		Davis Concrete Const.	
				Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total
1	R/R Sidewalk	Sqft	8350	\$6.44	\$53,774.00	\$6.25	\$52,187.50	\$6.60	\$55,110.00	\$6.65	\$55,527.50	\$8.70	\$72,645.00	\$6.00	\$50,100.00
2	R/R Sidewalk Combo	Sqft	3996	\$6.50	\$25,974.00	\$7.00	\$27,972.00	\$7.25	\$28,971.00	\$7.25	\$28,971.00	\$10.90	\$43,556.40	\$9.00	\$35,964.00
3	Detectable Warnings	Sqft	8	\$20.00	\$160.00	\$25.00	\$200.00	\$30.00	\$240.00	\$30.00	\$240.00	\$25.00	\$200.00	\$18.00	\$144.00
4	Lawn Restoration	SqYd	206	\$1.00	\$205.61	\$10.00	\$2,056.10	\$20.50	\$4,215.01	\$12.95	\$2,662.65	\$15.00	\$3,084.15	\$10.00	\$2,056.10
5	Traffic Control	LS	1	\$100.00	\$100.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$1,990.00	\$1,990.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
6	Curb and Gutter	Ft	12	\$25.00	\$300.00	\$30	\$360.00	\$40.00	\$480.00	\$27.50	\$330.00	\$30.00	\$360.00	\$50.00	\$600.00
7	PCC Driveway	Sqft	115	\$6.50	\$747.50	\$7.00	\$805.00	\$6.80	\$782.00	\$6.75	\$776.25	\$11.00	\$1,265.00	\$8.00	\$920.00

Total **\$81,261.11** **\$84,080.60** **\$92,798.01** **\$90,497.40** **\$123,610.55** **\$91,284.10**

Corrected

Engineer's Est. = \$108,764.01

Corrected = Between line items 1 and 2, the \$0.40 cents was hand written on the bid for line item 1 instead of line item 2. It still would have added up the same.

AGENDA BRIEFING

DATE: June 6, 2008

TO: Mayor John Ostenburg
Board of Trustees

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

RE: AN ORDINANCE ADOPTING THE BUDGET FOR ALL CORPORATE PURPOSES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, IN LIEU OF THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF JULY, 2008 AND ENDING ON THE THIRTIETH DAY OF JUNE, 2009.

BACKGROUND/DISCUSSION: The draft Fiscal Year 2008/2009 Budget was distributed May 1, 2008. There was a public introduction to the Budget at the Rules Meeting on Monday, May 5. The Board held four review sessions to discuss every department and fund on May 8, 12, 13 and 22. In addition, a public presentation and discussion was held at the Rules meeting on June 2. A public hearing is scheduled for June 9, with the final reading and discussion scheduled for June 23. Copies of chapters one and two have been available for the public at each of the Board meetings. All review sessions were open to the public. Also, copies of the entire budget were forwarded to the Park Forest Public Library and available for review at Village Hall.

The budget, as presented, is balanced with the use of a portion of the General Fund balance. Board goals established and initiated with the 2007 tax levy, of economic development, infrastructure maintenance and marketing are included in the Budget presented. The Budget addresses and defines the following financial challenges:

Major Financial Challenges

1. Increasing cost of operations
2. Continuation of new initiatives
3. The next phase of three major development projects
4. Village infrastructure and maintenance

The Budget also includes implementation programs to address the 2008/2009 Budget Priorities established by the Board.

2008/2009 BUDGETARY PRIORITIES:

- Maintain excellence in governing and create a more participatory government.
- Become a change agent for amending the state formula for allocating funds to school districts.
- Increase commercial, business and residential development in the Village.
- Maintain Village services and infrastructure.
- Increase citizen involvement in, and awareness of, the life of the Village.

In addition, the budget includes a continuation of efforts to achieve the Vision for 2012 established in the prior year's document.

Vision for 2012

- 1) Legacy Square Phase II complete
- 2) Hidden Meadows development well underway
- 3) Aqua Center renovated and thriving
- 4) New logo fully integrated in signage, vehicles, water towers and all Park Forest designations
- 5) Residential marketing campaign successful in generating interest in housing of targeted population
- 6) Western Avenue resurfaced and widened
- 7) Orchard Avenue reconstructed
- 8) Water main replacement program enhanced by grant funds received
- 9) Norwood Square operating as a sales tax generating center

Also included in the budget is the continuation of several initiatives begun this year and includes:

- Implementing the Crime Free Housing Ordinance.
- Continue Economic Development efforts including the Transit Oriented Development Plan for Route 30 and 211th Street and implementation of the Strategic Planning Study.
- Continue to Market the Village internally and externally.
- Complete Phase 1 of the Police Station renovation.
- Provide funding to begin to address the Emerald Ash Borer threat.
- Continue to renovate the Aqua Center.

After approval of the Budget a copy will be placed on the Village website.

SCHEDULE FOR CONSIDERATION: This matter will appear on the Agenda of the Regular Meeting of Monday, June 9, 2008 for first reading.

ORDINANCE NO.

AN ORDINANCE ADOPTING THE BUDGET FOR ALL CORPORATE PURPOSES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, IN LIEU OF THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF JULY, 2008 AND ENDING ON THE THIRTIETH DAY OF JUNE, 2009.

WHEREAS, on May 1, 2008, there was submitted to the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, a proposed Budget of all corporate purposes of the Village of Park Forest for the fiscal year commencing the first day of July, 2008 and ending on the thirtieth day of June, 2009; and

WHEREAS, a Public Hearing on said proposed Budget was conducted on June 9, 2008 pursuant to legal notice published June 1, 2008 in the Park Forest SouthTown Star, a newspaper having a general circulation in the Village of Park Forest; and

WHEREAS, the above procedure, is in confirmation with Village of Park Forest Ordinance No. 855, AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS; AND

WHEREAS, the Village as a Home Rule unit has enacted such Ordinance under the provisions of Section 6 of Article VII of the Constitution of the State of Illinois:

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois that the Budget of all corporate purposes of the Village of Park Forest, Cook and Will Counties, Illinois for the fiscal year commencing on the first day of July, 2008 and ending on the thirtieth day of June, 2009 and which Budget, as amended, is incorporated by reference as a public record, is hereby adopted.

BE IT FURTHER ORDAINED that the Budget Adoption Ordinance is in lieu of the statutory appropriation, and that the following amounts set forth in the Budget for the various corporate purposes shall constitute the aggregate amount of the appropriations for the Village of Park Forest, Cook and Will Counties, Illinois:

2008/2009 BUDGET
EXPENDITURES

For General Corporate Purposes:		
General Administration	\$ 3,119,375	
Police Department	6,172,697	
Fire Department	3,269,521	
Health Department	827,415	
Recreation & Parks Department	2,294,733	
Public Works Department	1,464,220	
Economic Development & Planning	484,138	
Community Development	545,855	
Transfer to Aqua Center	140,000	
Transfer to Tennis and Health Club	81,900	
Transfer to DownTown	324,527	
Transfer to Retirement Funds (PPRT)	22,000	
Transfer to Library	10,000	
Transfer to Capital Projects	455,000	
Motor Fuel Tax	1,083,348	
Foreign Fire Insurance	<u>9,000</u>	
TOTAL GENERAL CORPORATE PURPOSES		\$ 20,303,729
 FOR RECREATION AND PARKS COMBINED ENTERPRISE FUNDS		
For Aqua Center Fund Purposes	347,983	
For Tennis & Health Club Fund Purposes	386,847	
TOTAL RECREATION AND PARKS COMBINED ENTERPRISE FUNDS		734,830
 FOR PUBLIC WORKS COMBINED ENTERPRISE FUNDS		
For Municipal Parking Lot Purposes	269,483	
For Refuse Operations Purposes	1,308,466	
For Water Operations & Maintenance Purposes	5,455,704	
For Sewer Operations & Maintenance Purposes	832,542	
TOTAL PUBLIC WORKS COMBINED ENTERPRISE FUNDS		7,866,195
For DownTown Park Forest Purposes	987,238	
TOTAL DOWNTOWN PARK FOREST PURPOSES		987,238

2008/2009 BUDGET
EXPENDITURES

For Capital Project Purposes	505,000	
TOTAL CAPITAL PROJECT PURPOSES		505,000
For Housing Authority Purposes	3,628,886	
TOTAL HOUSING AUTHORITY PURPOSES		3,628,886
For Cook County CDBG Purposes	300,000	
TOTAL COOK COUNTY CDBG PURPOSES		300,000
For Police Pension Fund Purposes	1,214,650	
TOTAL POLICE PENSION FUND PURPOSES		1,214,650
For Firefighter Pension Purposes	773,750	
TOTAL FIREFIGHTER PENSION FUND PURPOSES		773,750
For Bond Retirement Purposes	317,079	
TOTAL BOND RETIREMENT PURPOSES		317,079
For Tax Increment Financing District Purposes	1,179,832	
TOTAL TAX INCREMENT FINANCING DISTRICT PURPOSES		1,179,832
For Vehicle Services Purposes	861,670	
TOTAL VEHICLE SERVICES PURPOSES		861,670
For Public Library Purposes	1,815,205	
TOTAL PUBLIC LIBRARY PURPOSES		1,815,205
 GRAND TOTAL		 \$ 40,488,064

2008/2009 BUDGET
REVENUES

For General Purposes:

Property Taxes - General	\$ 7,405,979	
- Pension	1,296,844	
Road and Bridge	76,000	
Sales Tax	650,000	
Sales Tax Rebate	0	
Utility Tax	1,650,000	
State Income Tax	1,950,000	
Personal Property Replacement Tax	138,000	
Real Estate Transfer Tax	350,000	
Grants	313,250	
Transfers from Other Funds	878,226	
Licenses	595,825	
Permits and Fees	389,410	
Charges for Services		
Water/Sewer Payment in lieu of taxes	345,205	
Recreation	318,700	
Health	424,000	
Hospital Transport	382,200	
Inspection Fees	97,000	
Garden House	72,000	
Property Leases	144,400	
Other Charges	61,328	
Asset Sales	7,000	
Fines	350,050	
Pension Funds - Personal Prop. Tax	22,000	
Interest Earnings	120,000	
Motor Fuel Tax	940,000	
Foreign Fire Insurance	<u>9,000</u>	
TOTAL GENERAL CORPORATE PURPOSES		\$ 18,986,417

FOR RECREATION AND PARKS COMBINED ENTERPRISE FUNDS

For Aqua Center Fund Purposes	377,781	
For Tennis & Health Club Fund Purposes	389,550	
TOTAL RECREATION AND PARKS COMBINED ENTERPRISE FUNDS		767,331

FOR PUBLIC WORKS COMBINED ENTERPRISE FUNDS

For Municipal Parking Lot Purposes	201,000	
For Refuse Operations Purposes	1,234,589	
For Water Operations & Maintenance Purposes	5,314,498	
For Sewer Operations & Maintenance Purposes	1,224,230	
TOTAL PUBLIC WORKS COMBINED ENTERPRISE FUNDS		7,974,317

2008/2009 BUDGET
REVENUES

For Downtown Park Forest Purposes	1,008,978	
TOTAL DOWNTOWN PARK FOREST PURPOSES		1,008,978
For Capital Project Purposes	455,000	
TOTAL CAPITAL PROJECT PURPOSES		455,000
For Housing Authority Purposes	3,551,231	
TOTAL HOUSING AUTHORITY PURPOSES		3,551,231
For Cook County CDBG Purposes	300,000	
TOTAL COOK COUNTY CDBG PURPOSES		300,000
For Police Pension Fund Purposes	1,566,752	
TOTAL POLICE PENSION FUND PURPOSES		1,566,752
For Firefighter Pension Fund Purposes	1,158,092	
TOTAL FIREFIGHTER PENSION FUND PURPOSES		1,158,092
For Bond Retirement Purposes	337,044	
TOTAL BOND RETIREMENT PURPOSES		337,044
For Tax Increment Financing District Purposes	1,089,680	
TOTAL TAX INCREMENT FINANCING DISTRICT PURPOSES		1,089,680
For Vehicle Services Purposes	855,600	
TOTAL VEHICLE SERVICES PURPOSES		855,600
For Public Library Purposes	1,831,393	
TOTAL PUBLIC LIBRARY PURPOSES		1,831,393
 GRAND TOTAL		 \$ 39,881,835

Adopted this _____ day of June, 2008

AYES:
NAYS:
ABSENT:

APPROVED:

ATTEST:

Mayor

Village Clerk

AGENDA BRIEFING

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

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

DATE: June 6, 2008

**SUBJECT: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES,
ILLINOIS TO AMEND WATER RATES**

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 the need for a major infrastructure project and approve an infrastructure maintenance fee in April. This fee will fund a \$3,000,000 construction project scheduled for fiscal year 2008/2009. This project will replace approximately 11,500 feet (2.18 miles) of water main.

In addition, increasing cost in operating a water plant has facilitated the need for water rate increases. These increasing costs related to the added cost for transportation and processing of the chemicals to operate the plant. Costs have increased 54% to \$540,000, from the prior year. When preparing the 2008/2009 budget these anticipated cost increases resulted in a \$141,206

loss in the Water Fund. To address this loss and establish a rate system going forward the following rates are recommended. The rates are based on the anticipated 4% annual increase in operating costs.

		<u>Charge per per 1,000 gallons</u>	<u>Added Cost to Bill</u>	<u>Additional Revenue Generated</u>
<u>Current</u>		\$8.00		
Proposed	7/1/08	8.32	\$3.70	\$168,700
	7/1/09	8.65	3.81	173,975
	7/1/10	9.00	4.05	184,519
	7/1/11	9.36	4.16	189,791
	7/1/12	9.73	4.28	195,063

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular Meeting of Monday June 9, 2008 for First Reading.

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 106 OF THE CODE
OF ORDINANCES OF THE VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS**

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

I. Sec. 106-49 is hereby amended by deleting paragraph (b) and (c) in their entirety and replacing with the following:

(b) *Commercial customers.* Metered, treated water per 1,000 gallons.

Beginning July 1, 2008	\$8.32 per 1,000 gallons
Beginning July 1, 2009	\$8.65 per 1,000 gallons
Beginning July 1, 2010	\$9.00 per 1,000 gallons
Beginning July 1, 2011	\$9.36 per 1,000 gallons
Beginning July 1, 2012	\$9.73 per 1,000 gallons

(c) *Residential Customers.* Metered, treated water per 1,000 gallons.

Beginning July 1, 2008	\$8.32 per 1,000 gallons
Beginning July 1, 2009	\$8.65 per 1,000 gallons
Beginning July 1, 2010	\$9.00 per 1,000 gallons
Beginning July 1, 2011	\$9.36 per 1,000 gallons
Beginning July 1, 2012	\$9.73 per 1,000 gallons

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

ADOPTED this _____ day of June 2008.

Ayes:
Nays:
Absent:

ATTEST:

APPROVED:

Village Clerk

Mayor