

AGENDA

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

Village Hall

**6:00 p.m.**

June 23, 2008

1. Update on Hidden Meadows

Adjournment

## **AGENDA BRIEFING**

**DATE:** June 18, 2008

**TO:** Mayor Ostenburg  
Board of Trustees

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

**RE:** Board Workshop on Hidden Meadows Concept Plan

### **BACKGROUND/DISCUSSION:**

In July 2007 the Board of Trustees approved Lake Shore Investors as the preferred developer for the Hidden Meadows project. Since that time, the developer has conducted the necessary site analyses to prepare a Concept Plan for this development. The Plan Commission reviewed the Concept Plan at their regular meeting of June 3, and has submitted the attached comments for the Board's consideration. At this time, the Board is asked to review the Concept Plan and provide their feedback to Lake Shore Investors. Based on both the Plan Commission and Board input, the developer will begin preliminary engineering work to prepare formal applications for rezoning, preliminary plat of subdivision, and planned unit development approval.

In addition to the Plan Commission's memo, this packet also includes the Staff memo that was prepared for the Plan Commission's review of the Concept Plan, and the developer's response to the Plan Commission's comments on the Concept Plan. Note that the Concept Plan that is provided with the developer's response is slightly revised from that submitted to the Plan Commission. The main differences are to increase the open space between the existing Tamarack Street lots and the new lots to a minimum of 15 feet, and to provide minimum design standards for the town home road as described in the developer's memo. Note, as well, that the developer's memo describes some detailed design standards that they will request as part of the preliminary plat and planned unit development review. These standards have not been examined in detail at this time by either Village Staff or the Plan Commission.

The developer and the Plan Commission will attend the Board's workshop on the Concept Plan in order to address any questions the Board might have on this submittal.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Workshop scheduled for June 23, 2008.

# MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Doug Price, Vice Chair  
Plan Commission

DATE: June 12, 2008

RE: Plan Commission Review of Hidden Meadows Concept Plan

On June 3 the Plan Commission met to review the proposed Concept Plan for the Hidden Meadows development. The Plan Commissioners in attendance at the meeting included Vice Chair Doug Price, and Commissioners Cynthia Burton-Prete, Marguerite Hutchins, and George Bonick. The attached Staff memo provides the basic description of the Concept Plan. This memo describes the Plan Commission's feedback to the Board and the developer on the Concept Plan.

Note that this Concept Plan includes many design elements that are different from the concept plan that was submitted by the developer in response to the Village's initial request for proposals. The developer explained that these differences are due to 1) their attempt to respond to feedback received from the Village (including the Plan Commission) during the developer selection process, 2) the more detailed information they now possess related to topography, site drainage, and vegetation, and 3) the economic realities of the market place strongly suggest developments of more varied housing types and smaller housing sizes. In some cases, the Plan Commission's comments below reference the changes made to the original plan.

## General Comments:

The Plan Commission is generally supportive of the proposed Concept Plan, including the increased density represented by the Plan. The Commission believes that this Plan maintains the integrity of the Village's goal for upscale development. One Plan Commissioner noted that the mix of dwelling types is a very positive element of this revised plan. Another Plan Commissioner indicated that, in his opinion, the comment in the Staff memo that proposes a requirement for a minimum sale of five lots to builders would be too restrictive. Specific comments about detailed elements of the Plan follow.

## Town Home Road:

The developer indicated during the Plan Commission meeting that the road through the town home area was designed to be a private road. The Plan Commission discussed this issue at length with the result that, while there was not full consensus, the majority of the Commissioners in attendance recommend that the road should be public. A significant majority of the Plan Commissioners also recommend that the road should be built to public road standards, regardless of whether or not it is dedicated to the public.

### Commercial Component:

The initial concept plan submitted by Lake Shore Investors during the developer selection process included a commercial corner of approximately two acres in size. The Village's feedback at that time was that this component of the plan needed to be increased to three to four acres. The developer has responded with a 3.68 acre parcel that includes a mixed use – retail and rental apartments – development. The Plan Commission is unanimously supportive of the increased size of this parcel. It is important for the Village to be prepared for the additional traffic that is likely to be generated on Stuenkel Road when the interchange at I57 is constructed. This commercial corner will also be important to serve the needs of the residents in this neighborhood.

The Plan Commission's support for the mixed use proposal on this parcel was more varied, largely due to the fact that rental apartments are proposed and the conceptual layout includes one stand-alone apartment building. The majority of the Plan Commission agreed that rental apartments could be a successful element of this commercial development if the management of the project is strong. However, one Plan Commissioner does not support the rental element of the mixed use proposal under any circumstances. She noted that those who do not own property are less committed to taking care of it, and this element of the plan would lessen the value of the estate homes. Given that the Village cannot control for future management of the property, the Plan Commission recommends that if mixed use development is approved for this corner, then the planned unit development overlay should include design standards that will address the quality of the development.

The Plan Commission also noted that it will be important for the plan to include sufficient buffers between the commercial area and the town home and single family areas for both aesthetic and privacy reasons.

### Accessibility to the Forest Preserve:

The Plan Commission unanimously agrees that the Concept Plan now provides sufficient access to the forest preserve to all residents of this development, as well as other Park Forest residents.

### Buffer between new development and existing Tamarack Street development:

In general, the Plan Commission agrees that the Concept Plan provides sufficient buffer between the new homes and those that already exist on the south side of Tamarack Street. This buffer will include an area of open space, a trail, and some existing vegetation. However, there are a few areas where the width of the public open space between the new and existing homes appears to be minimal. The Plan Commission has requested that the developer be prepared to provide detailed information about the width of the buffer within this entire area. This information should be available for the Board's consideration of the Concept Plan.

### Open Space/Park Land:

The Plan Commission unanimously agrees that the amount and layout of the open space and park land is sufficient. However, one Plan Commissioner shares the concern of the Recreation and Parks Department staff, that the amount of park land that is useable for recreational activities is minimal. Therefore, the recommendations made in the Staff memo regarding the use of the park land improvements fee are supported by the Plan Commission. The Staff memo notes that the

open space and park land is intended to be dedicated to the Village for long term maintenance. With one exception, the Plan Commission is supportive of this plan. One Plan Commissioner recommends that maintenance of this land should be the long term responsibility of a homeowners association.

Cc: Vernita Wickliffe-Lewis, Plan Commission Chair  
Marguerite Hutchins, Plan Commissioner  
Cynthia Burton-Prete, Plan Commissioner  
George Bonick, Plan Commissioner  
James N. Settles, Sr., Plan Commissioner

## PLAN COMMISSION MEMO

TO: Plan Commission

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

DATE: July 27, 2005

RE: NEW BUSINESS – Plan Commission Meeting of June 3, 2008  
Hidden Meadows Concept Plan

Since the Board's July 2007 approval of Lake Shore Investors as the preferred developer for the Hidden Meadows project, the developer has conducted the necessary site analyses to prepare a Concept Plan for this development. These site analyses include a wetland delineation, a tree survey, a soil survey, a topographic survey, an environmental study, and a boundary survey (conducted on behalf of the Village). Based on this vital information, Lake Shore Investors has submitted the enclosed Concept Plan for the consideration of the Plan Commission. Formal applications for rezoning, subdivision review, and planned unit development approval will be prepared and submitted subsequent to this Concept Plan review.

The entire Hidden Meadows development consists of 71.50 acres, plus 17.4 acres of open space/park land north of Tamarack Street that will not be sold for development. The Concept Plan proposes a development that includes 133 single family homes, 111 town homes, and a 3.68 acre commercial parcel that will include approximately 11,000 square feet of retail space and 50 rental dwelling units. A more detailed description of the individual elements of the Concept Plan follows.

- The single family detached lots range in size from 7,200 square feet to 12,300 square feet. All lots meet or exceed the minimum requirements established in the R-1, Single Family Residential zoning district of 60 feet wide and 120 feet deep, with a minimum lot area of 7,200 square feet. This area of the development will maintain the existing R-1, Single Family Residential zoning designation.
  - A total of 81 single family lots are proposed to be 70 foot by 120 foot lots. These lots are all located in the northern portion of the development, adjacent to the existing homes along Tamarack Street. The existing lots along Tamarack Street range in size from 67 feet to 80 feet wide and are typically 125 feet deep. So, the proposed neighborhood in the northern portion of the Hidden Meadows development will be consistent.
  - The smaller, 60 foot by 120 foot, lots will be clustered on the southern portion of the development. The developer notes that clustering the smaller lots in this manner provides “cohesiveness and a hamlet neighborhood”. They also note that “the national trend to ‘green’ development and homeowner preferences suggests that large-lots are abundant and perhaps overbuilt. Finally, in the current real estate market, the development team believes that having multiple lot-sizes to market will assure a successful sales program.”

- Design samples are attached to demonstrate that the proposed single family lots can accommodate the design standards established by the Village during the development proposal process. The homes used in these design samples were part of the developer's original proposal, and they are representative of what will be built in Hidden Meadows, but not exactly the homes that will be built.
- Typically, all lots will have 25 foot front yard setbacks, consistent with the lots along Tamarack Street. The R-1 zoning district requires only a 15 foot front yard setback. However, the lots on the cul-de-sacs will have larger setbacks to account for the fact that the minimum lot width will be met at the setback line. The 60 foot cul-de-sac lots will have 35 foot front yard setbacks and the 70 foot cul-de-sac lots will have 40 foot front yard setbacks.
- The town home area will be rezoned to R-2A, Multiple Family Residential. This zoning district is intended for multiple family developments of not more than 17 dwelling units per acre, with a minimum land area of 2,500 square feet per dwelling unit. The town home area within the Hidden Meadows Concept Plan proposes 14 dwelling units per acre and 3,045 square feet per dwelling unit. Additional detail has not been provided with this Concept Plan submittal to determine compliance with the remainder of the design standards for this zoning district. These issues will be addressed with the planned unit development and preliminary plat submittal. The town homes are intended for owner occupancy.
- A 3.68 acre commercial area is proposed at the corner of Crawford Avenue and Stuenkel Road. The developer proposes to market this property for a mixed use development that would accommodate 11,000 square feet of retail space and 50 apartment units. The apartment units could be marketed to students at Governors State University. The buildings are designed to be two stories with individual entrances to each unit, whether commercial or residential.
  - If this proposal is approved by the Village, design standards will be addressed as part of the PUD site plan to ensure that any developer for this element of the project is required to incorporate the mixed use design, as well as pre-determined standards for façade treatment, building height, buffering to adjacent uses, and other elements that are determined to be significant for this area.
  - The commercial area is designed to accommodate parking for five vehicles per 1,000 square feet of retail space (one space per 200 square feet) and 1.8 vehicles per dwelling unit. Some of the dwelling units will have garage spaces. The parking standards contained in the Zoning Ordinance require one parking space per 175 square feet for most commercial uses and one parking space per 1.75 multiple family dwelling units.
  - If the mixed use proposal is approved for this area, the PUD overlay district will establish a special commercial zoning district that allows both commercial and residential uses. This district can specify the types of permitted commercial uses in order to ensure compatibility with the residential uses.
- The phasing plan for the development has not yet been determined, as it will be largely dependent on the timing of the access to Hawthorne Street. However, the developer has expressed an interest in designing the phasing to include a variety of housing options in each phase.

- The required park land dedication for this development is approximately 7.8 acres based on an estimate of the number of bedrooms that will be built in each housing type, and the resulting population that will be generated. The developer proposes 22.56 acres of open space, detention and park land. This acreage includes greenways that front many of the residential units, a trail system, sustainable detention facilities, and landscape corridors. The Village will accept the ownership and maintenance of all the land and the related facilities. However, it should be noted that the land contained within the detention ponds and the creek will not be considered park land dedication. Further, the Subdivision Regulations require that dedicated park land “be usable for active recreation (play areas, ballfields, tennis, or similar recreation uses) and located so as to be accessible and largely visible to the public street and the immediate neighborhood” (Section 94-214a). For the most part, the land proposed for dedication does not meet these criteria.
  - In addition to the dedication of land, the Subdivision Regulations require the assessment of an initial improvements fee that allows for the installation of the initial improvements in the dedicated park land. For the estimated 7.8 acres of required park land dedication, the initial improvements fee would be \$78,000.
  - The developer was asked to propose a park and open space plan for the 17.4 acres north of Tamarack Street that will not be sold for development. The proposal depicted on the Concept Plan includes a continuation of the trail system, athletic fields for pick-up games, a tot lot, a nature play station, and natural areas.
  - The Recreation and Parks Department and the Parks and Recreation Advisory Board will work with the developer to finalize the park improvement plans for both the development area and the north park area, and to determine how the initial improvements fee will be applied.
- The open space plan has been designed to be more accessible to the forest preserve for all residents, and for visitors to the neighborhood. A small parking area is proposed for Park Forest residents who want to access the trail system in this neighborhood but do not live in the area. The Recreation and Parks Department has already met with the Forest Preserve District of Will County to discuss connections from the Hidden Meadows trail system to the forest preserve, and the Forest Preserve District is supportive of incorporating this type of trail connection into their property.
- The developer conducted a comprehensive tree survey of the property and has worked closely with the Village arborist to identify any significant trees or stands of trees that should be protected. The Village arborist has reported that there are few truly significant trees on the property, although it is the Village’s goal that as many trees as possible will be maintained in the final development. However, all ash trees on the property will be removed as a preemptive step to limit future exposure to the ash borer, and the silver maples may be removed wherever they interfere with the development plans.
- The Village will accept ownership and maintenance of the storm water detention ponds to be constructed as part of the development. All detention ponds will be wet ponds. The development will incorporate a sustainable stormwater management system that incorporates shallow slopes, native vegetation, and the encouragement of groundwater percolation. The existing pond near Stuenkel Road will be maintained, but the normal water elevation and the shape of the pond may be altered. The well that currently supplies this pond with most of its water may also be maintained to ensure a consistent

water level in the pond. Because the Village will own and maintain the pond, it is permissible for the well to remain.

- The developer will make the required dedications of additional right-of-way along Crawford Avenue and Stuenkel Road to accommodate improvements to the intersection of these roadways planned by University Park, and to ensure that if these roads are widened in the future there will be sufficient right-of-way width. In total, additional right-of-way must be dedicated to provide a full 50 feet of right-of-way from the Section Line for the full length of both Crawford Avenue and Stuenkel Road. This will require some modification to the Concept Plan as it is currently designed.
- A landscape buffer and easement, consisting of a berm and plantings, will be provided along Crawford Avenue and Stuenkel Road adjacent to the residential neighborhoods. In addition, Staff recommends the platting of a “no access easement” along the rear property line of lots adjacent to these roadways to permit only the access points shown on the Concept Plan. Depending upon the final design of the landscape buffer, either the individual homeowners or the homeowners association will be responsible for maintenance of this landscaping.
- All streets within the development, including those in the town home area, will be public. They will be designed with a minimum 60 foot right-of-way and 27 foot pavement width, with five foot wide sidewalks on both sides of the streets. These standards meet or exceed those established by the Subdivision Ordinance for minor streets.
- One of the proposed cul-de-sacs exceeds the maximum length of 400 feet by approximately 40 feet. Approval of this design will be considered with the review of the preliminary plat of subdivision and planned unit development site plan. The Director of Public Works and the Fire Chief have noted that their concern with the length of the cul-de-sac will be eliminated if the water system is looped to ensure continuous flow of water. In addition, all cul-de-sacs must be designed to meet Village guidelines for the turning radius of fire apparatus based on a “wall to wall” design, and must prohibit parking on the bulb.
- Access to the water stand pipe will be from Tamarack Street in the general vicinity of the existing access. Village Staff has determined that one of the existing maintenance buildings located adjacent to the stand pipe should be kept in order to provide for storage of park land maintenance equipment. The developer proposes to move one of these buildings to the west side of the stand pipe in order to minimize the visual impact on the adjacent single family lots. Village Staff supports this proposal.

This Concept Plan conforms to the general issues identified during the Plan Commission and Staff Management Team’s review of proposals for the purchase and development of the property. There are other issues that will be addressed in a Purchase and Sale Agreement and/or in the planned unit development overlay ordinance. These are issues that either are more detailed than those that are typically addressed in a concept plan review, or they are related to the fact that the Village owns the property and so they are not subdivision issues. These issues include, but are not necessarily limited to, the following:

- The developer will pay impact fees to the school district consistent with the requirements of Article VI of the Subdivision Ordinance, as well as a \$600/dwelling unit Public Health and Safety impact fee and a \$100/dwelling unit Library impact fee.

- The Village reserves the right to sell the property in phases in order to maintain control of any property not under development.
- The Village will require the ability to approve builders, including the following provisions
  - The ability to review/approve proposed builders and commitments from approved builders prior to the sale of land in each phase
  - The sale of vacant lots to individual buyers/builders will be prohibited
  - A minimum of five (5) lots must be purchased by each qualified home builder in a particular phase
  - The Project Architectural Site and Design Standards and Specifications (see below) must be recorded covenants on the property that bind any builder in the development.
- The proposed Project Architectural Site and Design Standards and Specifications include, at a minimum:
  - At least one ranch style (one story) model must be offered in each phase.
  - Residential fire sprinklers will be required in all homes built in this development due to the distance from the fire station.
  - The water meter to each home must be a minimum of 1.5 inches to accommodate both the domestic water and the fire sprinkler. These may not be separate meters.
  - The goal of this project is to provide more “upscale homes”. Some of the key required elements of “upscale homes” will be
    - Minimum of 50% masonry on exterior of each home
    - Minimum home size of 2,000 square feet
    - Design and layout of homes should minimize the prominence of garages
    - These standards would not apply to the town homes in the proposal
  - Conformance with these standards will be reviewed and approved at the time of building permit review.
  - There will be a monument-type entryway sign or other feature installed on both Crawford Avenue and Stuenkel Road that identifies the name of the subdivision and its location in Park Forest (i.e., Hidden Meadows of Park Forest)

Plan Commission Action: The Plan Commission is asked to review the proposed Concept Plan and provide input as to its general acceptability. The Plan Commission’s comments and concerns will be taken into consideration as we work with the developer on a preliminary plat of subdivision and planned unit development site plan.



## PLANNING & DEVELOPMENT

June 19, 2008

Village of Park Forest  
Hildy Kingma  
Director of Economic Development and Planning  
350 Victory Lane  
Park Forest, Illinois 60466

**Re: Hidden Meadows Golf Course  
Park Forest, Illinois**

Dear Ms Kingma,

On behalf of the development team, Town Builder Studios (TBS) is responding to your letter dated June 12, 2008 with the Plan Commission Memo to the Board of Trustees. The following outline is a complete response to each and every point raised in the Plan Commission Memo. Each issue is addressed as follows with TBS response in **Bold**:

### Opening Paragraph:

On June 3 the Plan Commission met to review the proposed Concept Plan for the Hidden Meadows development. The Plan Commissioners in attendance at the meeting included Vice Chair Doug Price, and Commissioners Cynthia Burton-Prete, Marguerite Hutchins, and George Bonick. The attached Staff memo provides the basic description of the Concept Plan. This memo describes the Plan Commission's feedback to the Board and the developer on the Concept Plan.

Note that this Concept Plan includes many design elements that are different from the concept plan that was submitted by the developer in response to the Village's initial request for proposals. The developer explained that these differences are due to 1) their attempt to respond to feedback received from the Village (including the Plan Commission) during the developer selection process, 2) the more detailed information they now possess related to topography, site drainage, and vegetation, and 3) the economic realities of the market place strongly suggest developments of more varied housing types and smaller housing sizes. In some cases, the Plan Commission's comments below reference the changes made to the original plan.

### General Comments:

The Plan Commission is generally supportive of the proposed Concept Plan, including the increased density represented by the Plan. The Commission believes that this Plan maintains the integrity of the Village's goal for upscale development. One Plan Commissioner noted that the mix of dwelling types is a very positive element of this revised plan. Another Plan Commissioner indicated that, in his opinion, the comment in the Staff memo that proposes a requirement for a minimum sale of five lots to builders would be too restrictive. Specific comments about detailed elements of the Plan follow.

The development concept plan has been revised to add elements to the project that were discussed during the Village Board workshop last year. The development concept plan has been designed using 60' ROW for all streets in the single family neighborhood. This is consistent with the original concept plan submitted in 2006.



## PLANNING & DEVELOPMENT

The development team would like to remove any requirements of minimum sales of the single family lots to pre-qualified builders. The development team agrees with the need for prequalified builders, but would like the ability to sell individual lots to these builders.

### Town Home Road:

The developer indicated during the Plan Commission meeting that the road through the town home area was designed to be a private road. The Plan Commission discussed this issue at length with the result that, while there was not full consensus, the majority of the Commissioners in attendance recommend that the road should be public. A significant majority of the Plan Commissioners also recommend that the road should be built to public road standards, regardless of whether or not it is dedicated to the public.

The development concept plan has been revised so that the town home development site will be serviced by a public road inside a public right-of-way. The design includes the following:

- Face of Curb to Face of Curb dimension of 26 feet per Village Code.
- No parking on roadway either side.
- Pavement structure per Village Code.
- Roadway will be placed in a 30-foot ROW with 15-foot easements on either side of the ROW.
- Front yard setback off of 30-foot ROW and off of Stuenkel Road will be 20 feet.
- Rear yard setbacks will be 10 feet.
- Visitor parking areas shall be placed along the public road which will be perpendicular parking.

### Commercial Component:

The initial concept plan submitted by Lake Shore Investors during the developer selection process included a commercial corner of approximately two acres in size. The Village's feedback at that time was that this component of the plan needed to be increased to three to four acres. The developer has responded with a 3.68 acre parcel that includes a mixed use – retail and rental apartments – development. The Plan Commission is unanimously supportive of the increased size of this parcel. It is important for the Village to be prepared for the additional traffic that is likely to be generated on Stuenkel Road when the interchange at I-57 is constructed. This commercial corner will also be important to serve the needs of the residents in this neighborhood.

The Plan Commission's support for the mixed use proposal on this parcel was more varied, largely due to the fact that rental apartments are proposed and the conceptual layout includes one stand-alone apartment building. The majority of the Plan Commission agreed that rental apartments could be a successful element of this commercial development if the management of the project is strong. However, one Plan Commissioner does not support the rental element of the mixed use proposal under any circumstances. She noted that those who do not own property are less committed to taking care of it, and this element of the plan would lessen the value of the estate homes. Given that the Village cannot control for future management of the property, the Plan Commission recommends that if mixed use development is approved for this corner, then the planned unit development overlay should include design standards that will address the quality of the development.



## PLANNING & DEVELOPMENT

The Plan Commission also noted that it will be important for the plan to include sufficient buffers between the commercial area and the town home and single family areas for both aesthetic and privacy reasons.

The development team is focused upon bringing a quality mixed use development to the corner of Crawford and Stuenkel. This mixed use development is not totally defined, but the development team is looking for the option to have mixed uses that range from retail, office, fee simple condominium and rental. This range of uses will give the development team leeway in finding a quality developer/property manager to put this package together. In general, we believe that a two story product with mixed use will be more attractive to the area than a simple one story retail building. The development team is fully committed to buffering the townhome and single family neighborhood from the mixed use development.

### Accessibility to the Forest Preserve:

The Plan Commission unanimously agrees that the Concept Plan now provides sufficient access to the forest preserve to all residents of this development, as well as other Park Forest residents.

**The development concept plan was revised per the request of Village Board, Plan Commission and Staff to have more access to the Forest Preserve.**

### Buffer between new development and existing Tamarack Street development:

In general, the Plan Commission agrees that the Concept Plan provides sufficient buffer between the new homes and those that already exist on the south side of Tamarack Street. This buffer will include an area of open space, a trail, and some existing vegetation. However, there are a few areas where the width of the public open space between the new and existing homes appears to be minimal. The Plan Commission has requested that the developer be prepared to provide detailed information about the width of the buffer within this entire area. This information should be available for the Board's consideration of the Concept Plan.

**The development concept plan was revised based upon the discussion had at the Plan Commission hearing. In order to provide a minimum distance of 15' between the rear lot lines of the existing homes along Tamarack Street and the proposed homes, the development team is requesting a variance to the rear yard set back and minimum lot depth on 4 lots of the development. Two are on the cul-de-sac at the northeast corner of the project and two are in the cul-de-sac next to the mixed use parcel. The development team is requesting that these four lots have a minimum lot depth of 110 feet (instead of 120 feet) and a rear yard set back of 20 feet (instead of 30 feet).**

This was completed to provide additional buffer areas along the existing homes that front Tamarack Street from the plan that was presented to the Plan Commission. An exhibit attached to this memo has been created to help clarify the distances between the existing single family lots and the nearest proposed single family lot. The results of this exhibit are the following:

- Average distance between any existing lot and any proposed lot is 64.5 feet.
- Maximum distance between any existing lot and any proposed lot is 140.7 feet.
- Minimum distance between any existing lot and any proposed lot is 15.0 feet.



## PLANNING & DEVELOPMENT

- Existing Tamarack Lots 6,7,8,41,42
- No lots are closer than 15 feet.
- Number of lots that have more than 75 feet between the existing lot and the nearest proposed lot is 16.
- Number of lots that have less than 25 feet between the existing lot and the nearest proposed lot is 7.

To summarize, the development concept plan has been revised to have a minimum distance of 15 feet between any existing Tamarack lots and the proposed single family lots. This minimum distance occurs five times; however, the average distance is almost 65' with the greatest distance being 140.7 feet. In the area between the existing lots and the proposed lots, the development team will attempt to save as much existing vegetation as possible, aside from the need to remove vegetation due to installation of trail, grading, village requests to remove invasive species.

### Open Space/Park Land:

The Plan Commission unanimously agrees that the amount and layout of the open space and park land is sufficient. However, one Plan Commissioner shares the concern of the Recreation and Parks Department staff, that the amount of park land that is useable for recreational activities is minimal. Therefore, the recommendations made in the Staff memo regarding the use of the park land improvements fee are supported by the Plan Commission. The Staff memo notes that the open space and park land is intended to be dedicated to the Village for long term maintenance. With one exception, the Plan Commission is supportive of this plan. One Plan Commissioner recommends that maintenance of this land should be the long term responsibility of a homeowners association.

**The development team is willing to pay the parks improvements impacts fee per the Village ordinance if the Village is willing to accept the dedicated open space and all maintenance of this open space.**

Please contact Jan Morel at our office with any questions regarding this letter and submittal.

Sincerely,

**Town Builder Studios**

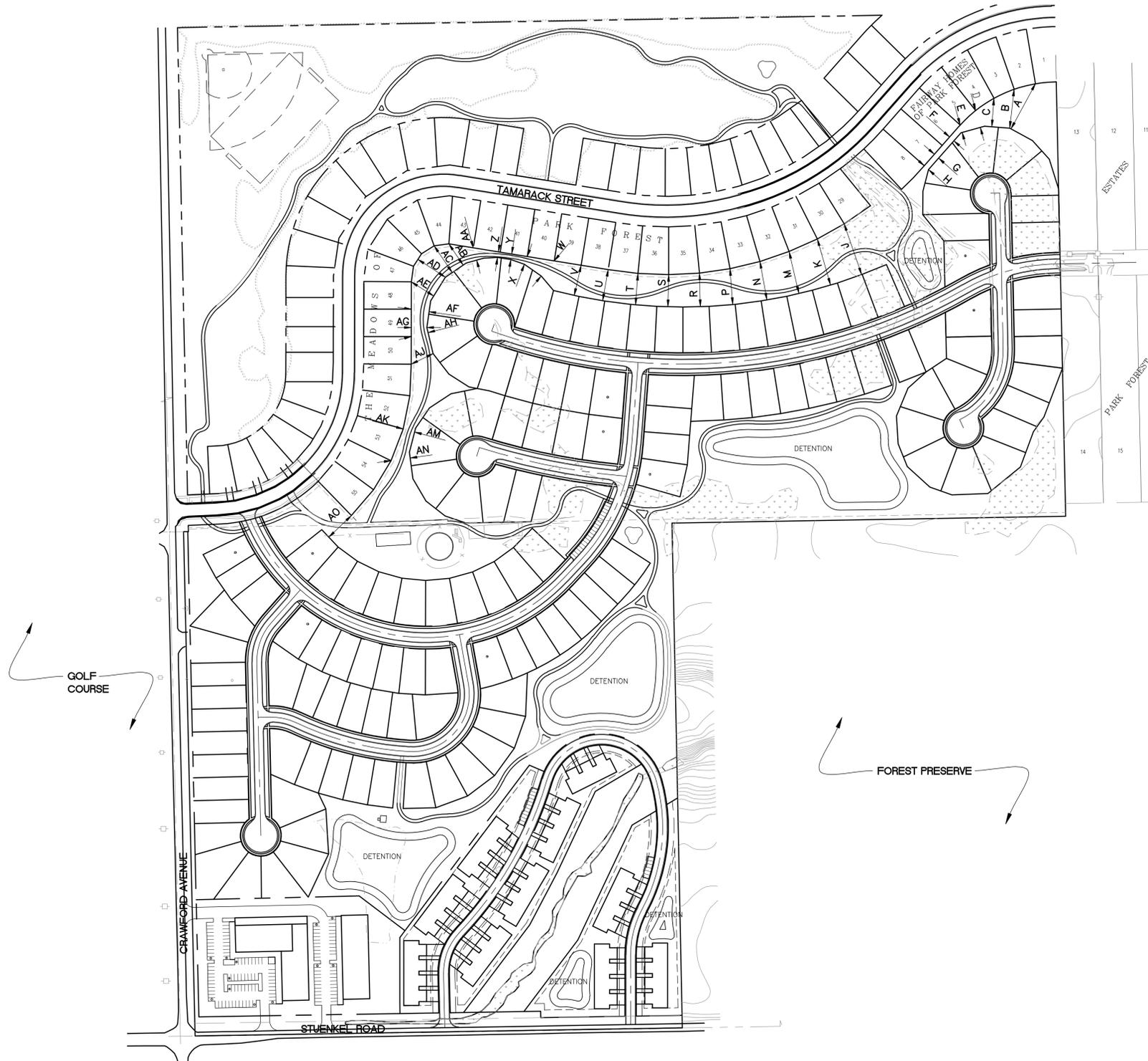
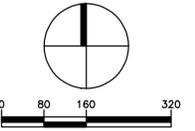
Jan Morel  
Engineering and Development Manager

Cc: Frank Blazevich HDM, LLC  
File

REAR YARD SPACING TABLE

EXISTING TAMARACK LOT	DIMENSION LABEL	DISTANCE TO NEAREST PROPOSED LOT
1	A	134.7'
2	B	102.8'
3	C	75.1'
4	D	46.1'
5	E	20.0'
6	F	15.0'
7	G	15.0'
8	H	15.0'
29	J	140.7'
30	K	125.6'
31	M	112.8'
32	N	102.5'
33	P	94.3'
34	R	87.9'
35	S	84.0'
36	T	82.5'
37	U	83.1'
38	V	81.2'
39	W	52.6'
40	X	21.7'
41	Y	15.0'
42	Z	15.0'
43	AA	33.4'
44	AB	67.2'
45	AC	84.7'
46	AD	86.0'
47	AE	69.7'
48	AF	47.5'
49	AG	41.1'
50	AH	45.6'
51	AJ	64.1'
52	AK	31.2'
53	AM	31.2'
54	AN	51.0'
55	AO	82.5'

AVERAGE DISTANCE TO NEAREST LOT 64.5'  
 MAXIMUM DISTANCE TO NEAREST LOT 140.7'  
 MINIMUM DISTANCE TO NEAREST LOT 15.0'



LAKE SHORE INVESTORS L.L.C.  
 14000 ROCKLAND ROAD  
 LIBERTYVILLE, ILLINOIS 60048  
 847-680-9897  
 WWW.LAKESHOREINVESTORS.COM



TOWN BUILDER STUDIOS L.L.C.  
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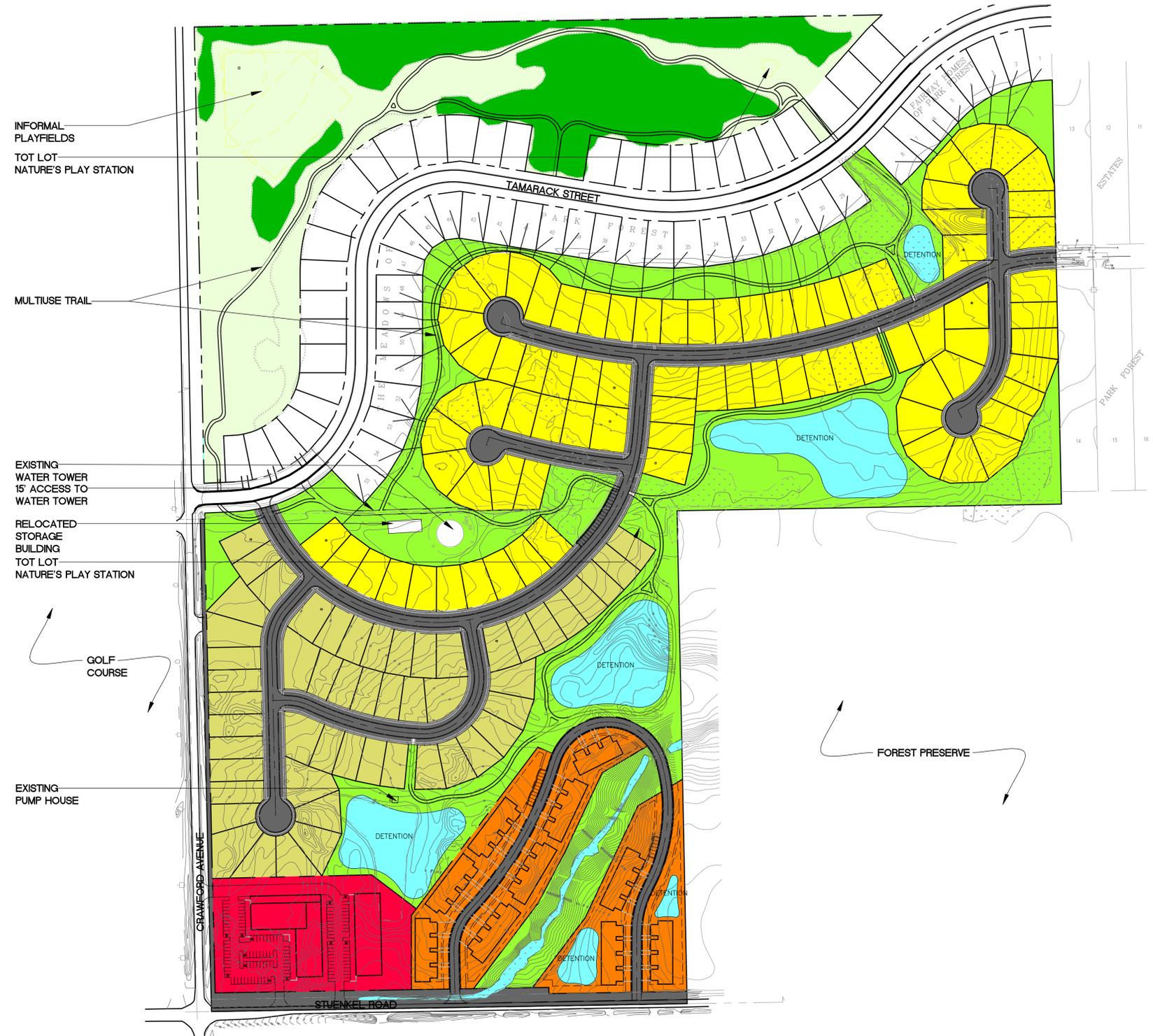
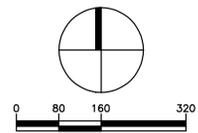
HIDDEN MEADOWS  
 PARK FOREST, ILLINOIS  
 REAR YARD SPACING EXHIBIT



VILLAGE OF PARK FOREST  
 350 VICTORY DRIVE  
 PARK FOREST, ILLINOIS 60466  
 708-748-1112  
 WWW.VILLAGEOFPAKFOREST.COM

DATE: 6-19-08  
 PROJECT NUMBER: 06-017  
 PROJECT CODE: HDM

EX-2



INFORMAL PLAYFIELDS  
TOT LOT NATURE'S PLAY STATION

MULTIUSE TRAIL

EXISTING WATER TOWER  
15' ACCESS TO WATER TOWER

RELOCATED STORAGE BUILDING  
TOT LOT NATURE'S PLAY STATION

GOLF COURSE

EXISTING PUMP HOUSE

SITE DATA TABLE

LAND USE	AREA AC	RESIDENTIAL UNITS	RETAIL	PARKING
MIXED USE COMMERCIAL/RENTAL APARTMENT	3.68	50	11,000 SF	145
MULTIFAMILY - TOWNHOMES	6.27	111		
SINGLE FAMILY 70 FOOT WIDE	17.59	81		
SINGLE FAMILY 60 FOOT WIDE	10.40	52		
OPEN SPACE/DETENTION SOUTH PARK	22.44			
RIGHT OF WAY DEDICATION	11.12			
<b>TOTAL SITE PROPERTY</b>	<b>71.50</b>	<b>294</b>	<b>11,000 SF</b>	

NORTH PARK +/-17.4

PARK FEATURES

- 0.75 MILE TRAIL WITH EITHER FITNESS OR FRISBEE GOLF
- INFORMAL BALLFIELD - 250' OUTFIELD
- INFORMAL SOCCER FIELD - 300' BY 180'
- NATURAL AREA RESTORATION
- 1 MILE TRAIL SOUTH PARK



LAKE SHORE INVESTORS L.L.C.  
14000 ROCKLAND ROAD  
LIBERTYVILLE, ILLINOIS 60048  
847-680-9897  
WWW.LAKESHOREINVESTORS.COM



TOWN BUILDER STUDIOS L.L.C.  
50 FOREST AVENUE, SUITE G  
RIVERSIDE, ILLINOIS 60048  
TEL 708-442-4545  
FAX 708-442-4515  
WWW.TOWNBUILDERSTUDIOS.COM

HIDDEN MEADOWS  
PARK FOREST, ILLINOIS  
DEVELOPMENT CONCEPT PLAN



VILLAGE OF PARK FOREST  
350 VICTORY DRIVE  
PARK FOREST, ILLINOIS 60466  
708-748-1112  
WWW.VILLAGEOFPAKFOREST.COM

DATE: 5-21-08  
PROJECT NUMBER: 06-017  
PROJECT CODE: HDM

EX-1

## AGENDA

### RULES MEETING OF THE BOARD OF TRUSTEES VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

Village Hall

8:00 p.m.

June 23, 2008

Roll Call

1. An Ordinance Amending the Code of Ordinances of the Village to Amend Water Rates
2. A Resolution Authorizing the Execution of a Community Development Block Grant Program Subrecipient Agreement

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall

## **AGENDA BRIEFING**

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

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

**DATE: June 20, 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</u> <u>per 1,000 gallons</u>	<u>Added</u> <u>Cost to Bill</u>	<u>Additional Revenue</u> <u>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 Agendas of the Rules and Regular Meetings of Monday June 23, 2008 for discussion and final 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:

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **AGENDA BRIEFING**

**DATE:** June 16, 2008

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Kenneth Eyer

**RE:** A Resolution Authorizing the Execution of a Community Development Block Grant Program Subrecipient Agreement

**BACKGROUND/DISCUSSION:** The Department of Public Works requests the Board consider a resolution authorizing the execution of a Community Development Block Grant Program Subrecipient Agreement. This agreement will provide \$950,000.00 of funding to assist the Village in the demolition of the former Marshall Field's Building.

This Resolution was prepared by the Village Attorney.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Regular and rules meeting of June 23, 2008 for consideration.

## RESOLUTION

### **A RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT**

**WHEREAS**, the Village of Park Forest (hereinafter referred to as the "Village") is a home rule municipality pursuant to Section 6 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**, the County of Cook (hereinafter referred to as the "County") is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, and the County will receive an entitlement of funds during the period of October 1, 2007 through September 30, 2008, pursuant to said Act; and

**WHEREAS**, the Village has elected to participate in the County's Community Development Block Grant ("CDBG") Program under the aforesaid Act and in order to participate in the Program, the County requires the Village to execute a Community Development Block Program Subrecipient Agreement (hereinafter referred to as "Subrecipient Agreement"); and

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to enter intergovernmental agreements with other units of local government, including counties and municipalities; and

**WHEREAS**, pursuant to Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, the Village seeks to enter into the Subrecipient Agreement with the County to obtain funding for the demolition of a vacant and blighted 116,000 square foot building located at 364 Main Street, Park Forest, Illinois, to eliminate slum and blight in the Village; and

**WHEREAS**, the Village approves and authorizes execution of the proposed Subrecipient Agreement pursuant to this Resolution.

**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 Subrecipient Agreement.** The Subrecipient Agreement between the Village of Park Forest and County of Cook, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved in substantially the form attached.

**Section 3. Authorization to Execute Subrecipient Agreement.** The Mayor and the Village Clerk are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute the 2007 Community Development Block Grant Program Year Agreements with the County of Cook, Illinois for Project Number 07-124, a copy of which is on file with the Village Clerk.

**Section 4. Authorization to Execute Additional Documents.** The Village Manager, or the Village Manager's, designee is hereby directed and authorized to execute any and all additional documents necessary to carry out the 2007 Community Development Block Program for the Village.

**Section 5. Village Attorney Approval.** The Village Attorney is authorized to approve the Subrecipient Agreement as to form.

**Section 6. 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 7. 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:**

\_\_\_\_\_  
Clerk

# 2007 PROGRAM YEAR

OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008

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## SUBRECIPIENT AGREEMENT

**SUBGRANTEE :** Village of Park Forest

**PROJECT TITLE :** Demolition for Slum and Blight

**FOR :** Clearance/Demolition

**PROJECT #:** 07-124

**GRANT AMOUNT :** \$950,000

## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into effective as of the first day of October 2007, by the **Village of Park Forest** and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and the either an Illinois governmental entity or an Illinois Not-For-Profit Corporation, (hereinafter referred to as the "Subrecipient").

### WITNESSETH:

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2007 through September 30, 2008, pursuant to said Act; and,

WHEREAS, if the Subrecipient is a Municipality, it derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1, et seq.), and, if the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

WHEREAS, if the Subrecipient is a Township, it derives its authority from the "Township Code" (60 ILCS 1/1-1, et seq.); or

WHEREAS, if the Subrecipient is a Park District, it derives its authority from the "Park District Code" (70 ILCS 1205/1-1, et seq.) or;

WHEREAS, if the Subrecipient is a Housing Authority, it derives its authority from the "Housing Authorities Act" (310 ILCS 10/1, et seq.); or

WHEREAS, if the Subrecipient is an Intergovernmental Agency, it derives its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.) provide authority for intergovernmental cooperation; and

WHEREAS, if the Subrecipient is a Not-For-Profit Corporation, it derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 et seq.); and

WHEREAS, the Subrecipient has elected to participate in the County's Community Development Block Grant ("CDBG") Program under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the following purpose (including any special provisions) and has approved the Project as described in the Subrecipient's Project Summary, attached hereto as Exhibit "C" which includes a detailed description of the work, a complete budget and scheduled for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as **07-124**).

NOW THEREFORE, the parties do hereby agree as follows:

#### 1. Recitals.

The foregoing recitals are hereby incorporated by reference into and made a part of this Agreement.

## 2. Exhibits and Attachments.

A. The Subrecipient will comply with the provisions of the following Exhibits which are attached hereto, made a part hereof and incorporated herein by reference:

1. An Equal Employment Opportunity Certificate (Exhibit "A").
2. Assurances (Exhibit "B").
3. Project Summary and Line Item Budget (Exhibit "C").
4. Administrative Requirements (Exhibit "D")

The execution of this Agreement by the Subrecipient is agreement that it understands that it is complying with and that it will continue to comply with the certifications and assurances contained in Exhibits A, B, and D.

B. The Subrecipient will comply with the provisions of, and, where necessary, file the forms included in, the Cook County Community Development Block Grant Program Manual of Administrative Procedures, as amended from time to time, which is incorporated herein by reference as if fully set out herein. The Subrecipient will also comply with the provisions of, and, where necessary, file forms included in the following handbooks, as amended from time to time, which are incorporated herein by reference as if fully set out herein:

1. If the project is an **acquisition** project, or if it contains a temporary relocation component, HUD Handbook 1378 Relocation and Real Property Acquisition and Cook County Real Property Acquisition and Relocation Handbook; and
2. If the project is a **residential rehabilitation** project, the Cook County Manual of Administrative Procedures for Residential Rehabilitation;
3. If the project has a housing related component coming within the scope of 24 CFR Part 35, the County of Cook, Illinois Policies and Procedures for Lead-Based Paint in Housing Programs.

The Subrecipient shall also use the forms, documents, agreements, or contracts required for use by the County whether included in said Manuals or provided separately therefrom, and as amended from time to time. For the purposes of this Agreement and for the purposes of the CDBG Program, the term "Subgrantee" as used in forms, documents, other agreements, contracts or as used in the Manuals shall mean Subrecipient.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one of the aforementioned national objectives.

## 3. Administrative Regulations and Compliance.

The Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502; and
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52.
- C. Administrative Requirements pursuant to Exh. D

**4. Agreement to Undertake the Project.**

The Subrecipient agrees to undertake the work and activities described herein and in its project summary (Exhibit "C").

**5. Grant Award.**

The County hereby agrees to make a grant in a sum not to exceed **\$950,000.00**. The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for **07-124** in accordance with the approved Project Summary (Exhibit C). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE NOTICE TO PROCEED.**

**6. Equal Employment Opportunity Compliance; Minority and Women Owned Businesses.**

A. The Subrecipient agrees and authorizes the County and HUD to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of Exhibit "A" - Equal Employment Opportunity Certification, and, further will fully cooperate therewith. The Subrecipient agrees to post HUD Notice No. 901 in conspicuous places available to employees and applicants for employment.

B. The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

**7. Compliance with Laws, Rules and Regulations; Performance Measurement Goals**

A. The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the Federal Government. Provided, however, that the County may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements.

B. The Subrecipient understands and agrees that their activities and programs under the CDBG program are designed to address the needs of low-income areas and that their performance and progress will be measured to that end. The annual performance reports will be due to the County no later than the close of business September 1, 2008. The subrecipients may draw reimbursement only up to 75% of the approved amount until the performance reports are submitted. **The Subrecipient will forfeit the remaining 25% of the approved amount in the event that the performance reports are not submitted by September 1, 2008.** The subrecipient understands and agrees that the failure to submit timely performance reports will place future CDBG funding request in jeopardy. **The County reserves the right to deny request for future funding, in part or in whole, on the failure to comply with the stated rules and regulations.**

**8. Conflict of Interest.**

A. The Subrecipient understands and agrees that no director, officer, agent or employee of the Subrecipient may:

1. have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits;

2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;

3. take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

Any contract made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this clause is to avoid even the appearance of a conflict of interest.

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minute books of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the project.

C. The Subrecipient agrees and understands that it and its officers, agents or employees must abide by all provisions of 24 CFR Section 570.611, and of 24 CFR Section 85.36 or 24 CFR Part 84, as applicable.

D. The Subrecipient agrees and understands that shall it incorporate, or cause to be incorporated, the provisions contained in this paragraph in all contracts or subcontracts entered into Pursuant to this Agreement.

E. In the event of failure or refusal of the Subrecipient to comply, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to paragraph 17 of this Agreement and may take any of the actions set out therein.

F. For the purpose of this paragraph, pursuant to 24 CFR Section 570.611(b), these conflict of interest provisions apply only to those persons who:

1. exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the County program;
2. are in a position to participate in a decision making process or gain inside information with regard to such activities;
3. may obtain personal or financial interest or benefit from the activity; or
4. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

G. For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611(c).

H. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an "independent contractor" with respect tot he services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor.

## **9. Procedures After Executing the Agreement; Notice to Proceed.**

After the execution of this Agreement, the County and the Subrecipient shall adhere to the following schedule:

- A. The County Planning and Development staff will undertake the required environmental review for the project.

B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.

C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, a "NOTICE TO PROCEED".

D. After issuance of the "NOTICE TO PROCEED", the Subrecipient shall follow all procedures set out in the Cook County Community Development Block Grant Program Manual of Administrative Procedures, and, where necessary, the handbooks set out in section 2.B. of this Agreement.

**10. Lobbying:**

The Subrecipient hereby certifies that:

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

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

C. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

**D. Lobbying Certification**

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

**Hatch Act: Davis Bacon**

A. The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

B. The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq).

**11. Copyright**

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

**12. Religious Activities**

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as workshop, religious instruction or proselytization.

13. **Environmental Conditions**

A. **Air and Water**

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air, 42 U.S.C., 7401, et seq;
- Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder:
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. **Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint**

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. **Historic Preservation**

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

14. **Time to Start Project; Time to Finish Project.**

A. The Subrecipient understands and agrees that all projects must be started within three (3) months from the date of the "Notice to Proceed" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within the three (3) months after the "NOTICE TO PROCEED" is issued.

B. The Subrecipient represents to the County that the aforesaid project shall be completed within twelve (12) months from the receipt of the "Notice to Proceed" from the County. Any requests for extension beyond the twelve (12) months to complete the project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. **The grant**

**amount awarded hereunder must be completely expended within 12 months of the date of the Notice to Proceed; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of the Project Year for this award on September 30, 2008.**

**15. Records Maintenance.**

A. The Subrecipient shall maintain during the term of this contract and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all program expenditures. These records and accounts shall include, but not be limited to, the following: a general ledger that supports the costs charged to the CDBG program; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).

B. The Subrecipient will give HUD, the Comptroller General, and the County, and any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to necessitate such reviews and audits.

**16. Return of Funds and Accounts Receivables; Expiration of Project.**

The Subrecipient agrees that, upon the expiration of this Agreement, it shall transfer to the County all CDBG funds on hand and all accounts receivable attributable to the use of CDBG funds which funds and accounts receivable are traceable to this Agreement.

**17. Prohibition on Assignment or Transfer of Agreement or Funds.**

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or to become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation or suspension of funds, or termination or suspension of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 17 of this Agreement including any of the actions set out therein.

**18. Blank Forms and Documents.**

The Subrecipient shall, upon request of the County, submit any and all forms or blank forms, documents, agreements and contracts to the County for review for compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

**19. Obligation for Costs and Future Projects.**

A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any project provided for under the provisions of this Agreement. No County funds other than the amount of CDBG funds specified herein and received from HUD by the County shall be disbursed to the Subrecipient pursuant to this Agreement.

B. This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.

**D. The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 17 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.**

## **20. Indemnification.**

A. The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the County or any of its agents, officers, employees, or servants.

B. In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this paragraph, the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the County, or its officers, agents, employees or servants.

C. The indemnification obligation under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

## **21. Suspension or Termination of Agreement.**

A. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 570.503(b)(7), if the County determines that the Subrecipient:

1. has not complied with or is not complying with;
2. has failed to perform or is failing to perform; or
3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may:
  - a. suspend or terminate this Agreement in whole or in part by written notice, and/or:
  - b. demand refund of any funds disbursed to Subrecipient;
  - c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
  - d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;
  - e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;



**.24. , Effective Date; Close Out of Grant.**

This Agreement shall be effective as of the first day of October, 2007, and shall continue in effect for all periods in which the Subrecipient has control over CDBG funds including Program Income, and until this project is closed out in accord with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

**[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]**

**COUNTY OF COOK:**

BY: \_\_\_\_\_  
Director of Planning and Development (Signature)  
County of Cook

\_\_\_\_\_  
Printed Name

Attest: \_\_\_\_\_  
Cook County Clerk (Signature)

\_\_\_\_\_  
Printed Name

County Seal:

Approved as to Form: \_\_\_\_\_  
Assistant State's Attorney (Signature)

\_\_\_\_\_  
Printed Name

**SUBRECIPIENT:**

BY: \_\_\_\_\_  
Subrecipient Official (Signature)

\_\_\_\_\_  
Subrecipient Official (Printed Name)

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Subrecipient Clerk/Secretary (Signature)

\_\_\_\_\_  
Subrecipient Clerk/Secretary (Printed Name)

Subrecipient Seal:

Approved as to Form: \_\_\_\_\_  
Subrecipient Attorney (Signature)

\_\_\_\_\_  
Subrecipient Clerk/Secretary (Printed Name)

ATTACH: Exhibits  
Resolution

**EXHIBIT A**

**EQUAL EMPLOYMENT OPPORTUNITY  
CERTIFICATION**

EXHIBIT A

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
COUNTY OF COOK

The signatory to this Agreement to which this Exhibit A is attached understands and agrees that it is a Subrecipient of the County of Cook, Illinois (the "County") in conjunction with the County's Community Development Block Grant Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the Department of Housing and Urban Development ("HUD"), or against any applicant for such employment, because of race, color, religion, sex, age, ancestry, marital status, handicap, unfavorable discharge from military service, or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient further agrees to the following:

1. Pursuant to 24 CFR Section 570.607, it will incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Community Development Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations. It will also comply with Chapter 4 of the Community Development Block Grant Administrative Manual with regard to Community Development assisted construction contracts;
2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work; provided, however, that if the Subrecipient so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract;

3. It will assist and cooperate actively with the County and the HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of HUD and the County;

4. It will furnish the County and HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County and HUD in the discharge of primary responsibility for securing compliance;

5. It will enforce the sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD;

6. In the event that its fails or refuses to comply with the undertaking set forth, the County or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the County or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, may take any of the actions set out of the actions in the agreement or may refer the case to HUD for appropriate legal proceedings.

7. It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

8. It will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135, as amended from time to time.

9. It will comply with the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.)

EXHIBIT B

ASSURANCES

## EXHIBIT B -- ASSURANCES

In accordance with the Housing and Community Development Act of 1974, as amended (the "Act"), and 24 CFR Section 570.303, the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also the Subrecipient gives assurances and certifies with respect to the grant that:

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.
- C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.
- D.
  - 1. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with CDBG funds be consistent with the CCP;
  - 2. It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston-Gonzalez National Affordable Housing Act.
- E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.
- F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.
- G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee under Section 108 of the Housing and Community Development Act of 1974, as

amended, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements (assisted in part with Community Development Block Grant funds) unless (1) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital cost of such public improvements that are financed from revenue sources other than under Title I of the Act (however, an assessment or charge may be made against the property with respect to public improvements funded by a source other than Community Development Block Grant funds); or (2) for purpose of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Subrecipient and Grantee certify to the Secretary that it lacks sufficient funds received under Section 106 to comply with the requirements of subparagraph (1) above.

- H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- I. The grant will be conducted and administered in compliance with the following requirements:
  - 1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;
  - 2.
    - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
    - b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
  - 3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
  - 4. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
  - 5. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
  - 6. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;
  - 7. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;

8. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
10. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential antidisplacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of Section 570.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the CDBG Program;
11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;
12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);
14. The regulations, policies, guidelines and requirements of 24 CFR Parts 570, 84 and 85 and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally-assisted program, and as amended from time to time;
15. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

- J. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.
- K. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.
- L. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.
- M. No CDBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 24 CFR Sections 85.35 or 570.609, as applicable, and Executive Order 11246, as amended by Executive Order 12086.
- N.
  1. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, if a municipality, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations.
  2. The Subrecipient, if a municipality, certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- O. The Subrecipient certifies, to the best of its knowledge and belief, that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- P. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

# EXHIBIT C - PROJECT SUMMARY

2007 Program Year: October 1, 2007 through September 30, 2008



## SUBRECIPIENT VILLAGE OF PARK FOREST

ADDRESS 301 Centre CITY Park Forest ZIP 60466-2068

PROGRAM MANAGER Tom Mick PHONE (708) 748-1112 FAX (708) 503-8560 E-MAIL \_\_\_\_\_

PROJNUM 07-124 IDIS No. \_\_\_\_\_ PROJECT TITLE Demolition for spot Slum and Blight  
Account #: 9428225-580170.100

Eligibility Citation 570.201(d) Budget Amount \$950,000 Award Match \$986,000 Source 1 General Village funds

Match 2 \_\_\_\_\_ Source 2 \_\_\_\_\_

### SUMMARY PROJECT DESCRIPTION:

#### Eligibility:

##### LMI

- Does Not Apply     Housing Activity  
 Area Benefit     Job Creation/Retention  
 Limited Clientele

##### Slum Blight

- Does Not Apply  
 Area  
 Spot

##### Is Acquisition Required?

- Yes  
 No

Census Tracts

Block Groups

L/M Income %

### NARRATIVE:

#### Designated Project Area

364 Main Street, Park Forest, IL.

#### Awarded Project Description

Demolition of the vacant, blighted 116,000 sq. ft. building formerly Marshall Fields at 364 Main Street, Park Forest, IL.

#### Specific Anticipated Accomplishments

Demolition of 116,00 sq. ft. building by September, 2008.

Environmental Review

Environmental Assessment Required (24CFR)

Amendment

Amendment Date

Planner

Tim Kleist

## PROJECT COMPLETION SCHEDULE

**Month 1**

Finish plans and specifications.

**Month 2**

Send finished plans and specifications to Cook County for review and approval.

**Month 3**

Make any corrections to plans and specifications and put out to bid.

**Month 4**

Award contract.

**Month 5**

Begin demolition of building.

**Month 6**

Continue demolition.

## PROJECT COMPLETION SCHEDULE

**Month 7**

Continue demolition.

**Month 8**

Reconstruct Village Hall wall.

**Month 9**

Restore site to development-ready standards.

**Month 10**

Close out contract.

**Month 11**

**Month 12**

Project Complete

### STAFF SALARIES

Note: Column 4 cannot exceed Column 2 times Column 3. The sum of Column 5 and Column 6 cannot exceed Column 4.

(1) Position Classification	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
<b>TOTAL SALARIES:</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### FRINGE BENEFITS

(1) Position Classification	(2) Annual Fringe	(3) % of time spent on Project	(4) Fringe Utilized for Project	(5) CDBG Fringe	(6) Match Fringe
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
<b>TOTAL FRINGE BENEFITS:</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**LINE ITEM BUDGET**

**PROJECT ACTIVITY:**

	CDBG Funds	Matching Funds	TOTAL
Capital Improvement	_____	_____	\$0
Single-Family Rehabilitation	_____	_____	\$0
Economic Development	_____	_____	\$0
Demolition/Clearance	\$950,000	\$850,000	\$1,800,000
Acquisition	_____	_____	\$0
Relocation	_____	_____	\$0
<b>TOTAL PROJECT ACTIVITY:</b>	<b>\$950,000</b>	<b>\$850,000</b>	<b>\$1,800,000</b>

*Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.*

**Project Delivery** *(You are encouraged to use CDBG Funds for salaries and fringes only.)*

	CDBG Funds	Matching Funds	TOTAL
Staff Salaries	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Office Rent/Utilities	_____	_____	\$0
Postage	_____	_____	\$0
Printing (Rental Equipment)	_____	_____	\$0
Publication/Notices	_____	_____	\$0
Project Travel @ \$.485 per mile	_____	_____	\$0
Other: _____	_____	_____	\$0
Other: _____	_____	_____	\$0

**Professional Services:** *(Need to be Procured if using CDBG Funds.)*

Architect	_____	_____	\$0
Engineering	\$0	\$136,000	\$136,000
Legal	_____	_____	\$0
Accounting (except Single Audit)	_____	_____	\$0
Other: _____	_____	_____	\$0
Other: _____	_____	_____	\$0

**TOTAL PROJECT DELIVERY:** **\$0** **\$136,000** **\$136,000**

CDBG Grand Total	Match Grand Total	Grand Total
<b>\$950,000</b>	<b>\$986,000</b>	<b>\$1,936,000</b>

**EXHIBIT D**  
**ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address income level or other bases for determining eligibility, and description of service provided. Such information shall be made available to the County or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under the contract is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, County representative, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expense actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the County in the form, content, and frequency as required by the County.

D. Procurement

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) Shall revert to the County upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meet a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be 9a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

### **RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County's ordinances, resolutions and policies concerning the displacement of persons from their residences.

## AGENDA

### RULES MEETING OF THE BOARD OF TRUSTEES VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

Village Hall

8:00 p.m.

June 23, 2008

Roll Call

1. An Ordinance Amending the Code of Ordinances of the Village to Amend Water Rates
2. A Resolution Authorizing the Execution of a Community Development Block Grant Program Subrecipient Agreement

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall

## **AGENDA BRIEFING**

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

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

**DATE: June 20, 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 Agendas of the Rules and Regular Meetings of Monday June 23, 2008 for discussion and final 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:

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **AGENDA BRIEFING**

**DATE:** June 16, 2008

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Kenneth Eyer

**RE:** A Resolution Authorizing the Execution of a Community Development Block Grant Program Subrecipient Agreement

**BACKGROUND/DISCUSSION:** The Department of Public Works requests the Board consider a resolution authorizing the execution of a Community Development Block Grant Program Subrecipient Agreement. This agreement will provide \$950,000.00 of funding to assist the Village in the demolition of the former Marshall Field's Building.

This Resolution was prepared by the Village Attorney.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Regular and rules meeting of June 23, 2008 for consideration.

## RESOLUTION

### **A RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT**

**WHEREAS**, the Village of Park Forest (hereinafter referred to as the "Village") is a home rule municipality pursuant to Section 6 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**, the County of Cook (hereinafter referred to as the "County") is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, and the County will receive an entitlement of funds during the period of October 1, 2007 through September 30, 2008, pursuant to said Act; and

**WHEREAS**, the Village has elected to participate in the County's Community Development Block Grant ("CDBG") Program under the aforesaid Act and in order to participate in the Program, the County requires the Village to execute a Community Development Block Program Subrecipient Agreement (hereinafter referred to as "Subrecipient Agreement"); and

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to enter intergovernmental agreements with other units of local government, including counties and municipalities; and

**WHEREAS**, pursuant to Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, the Village seeks to enter into the Subrecipient Agreement with the County to obtain funding for the demolition of a vacant and blighted 116,000 square foot building located at 364 Main Street, Park Forest, Illinois, to eliminate slum and blight in the Village; and

**WHEREAS**, the Village approves and authorizes execution of the proposed Subrecipient Agreement pursuant to this Resolution.

**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 Subrecipient Agreement.** The Subrecipient Agreement between the Village of Park Forest and County of Cook, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved in substantially the form attached.

**Section 3. Authorization to Execute Subrecipient Agreement.** The Mayor and the Village Clerk are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute the 2007 Community Development Block Grant Program Year Agreements with the County of Cook, Illinois for Project Number 07-124, a copy of which is on file with the Village Clerk.

**Section 4. Authorization to Execute Additional Documents.** The Village Manager, or the Village Manager's, designee is hereby directed and authorized to execute any and all additional documents necessary to carry out the 2007 Community Development Block Program for the Village.

**Section 5. Village Attorney Approval.** The Village Attorney is authorized to approve the Subrecipient Agreement as to form.

**Section 6. 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 7. 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:**

\_\_\_\_\_  
Clerk

# 2007 PROGRAM YEAR

OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008

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## SUBRECIPIENT AGREEMENT

**SUBGRANTEE :** Village of Park Forest

**PROJECT TITLE :** Demolition for Slum and Blight

**FOR :** Clearance/Demolition

**PROJECT #:** 07-124

**GRANT AMOUNT :** \$950,000

## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into effective as of the first day of October 2007, by the **Village of Park Forest** and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and the either an Illinois governmental entity or an Illinois Not-For-Profit Corporation, (hereinafter referred to as the "Subrecipient").

### WITNESSETH:

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2007 through September 30, 2008, pursuant to said Act; and,

WHEREAS, if the Subrecipient is a Municipality, it derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1-1, et seq.), and, if the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

WHEREAS, if the Subrecipient is a Township, it derives its authority from the "Township Code" (60 ILCS 1/1-1, et seq.); or

WHEREAS, if the Subrecipient is a Park District, it derives its authority from the "Park District Code" (70 ILCS 1205/1-1, et seq.) or;

WHEREAS, if the Subrecipient is a Housing Authority, it derives its authority from the "Housing Authorities Act" (310 ILCS 10/1, et seq.); or

WHEREAS, if the Subrecipient is an Intergovernmental Agency, it derives its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.) provide authority for intergovernmental cooperation; and

WHEREAS, if the Subrecipient is a Not-For-Profit Corporation, it derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 et seq.); and

WHEREAS, the Subrecipient has elected to participate in the County's Community Development Block Grant ("CDBG") Program under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the following purpose (including any special provisions) and has approved the Project as described in the Subrecipient's Project Summary, attached hereto as Exhibit "C" which includes a detailed description of the work, a complete budget and scheduled for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as **07-124**).

NOW THEREFORE, the parties do hereby agree as follows:

#### 1. Recitals.

The foregoing recitals are hereby incorporated by reference into and made a part of this Agreement.

## 2. Exhibits and Attachments.

A. The Subrecipient will comply with the provisions of the following Exhibits which are attached hereto, made a part hereof and incorporated herein by reference:

1. An Equal Employment Opportunity Certificate (Exhibit "A").
2. Assurances (Exhibit "B").
3. Project Summary and Line Item Budget (Exhibit "C").
4. Administrative Requirements (Exhibit "D")

The execution of this Agreement by the Subrecipient is agreement that it understands that it is complying with and that it will continue to comply with the certifications and assurances contained in Exhibits A, B, and D.

B. The Subrecipient will comply with the provisions of, and, where necessary, file the forms included in, the Cook County Community Development Block Grant Program Manual of Administrative Procedures, as amended from time to time, which is incorporated herein by reference as if fully set out herein. The Subrecipient will also comply with the provisions of, and, where necessary, file forms included in the following handbooks, as amended from time to time, which are incorporated herein by reference as if fully set out herein:

1. If the project is an **acquisition** project, or if it contains a temporary relocation component, HUD Handbook 1378 Relocation and Real Property Acquisition and Cook County Real Property Acquisition and Relocation Handbook; and
2. If the project is a **residential rehabilitation** project, the Cook County Manual of Administrative Procedures for Residential Rehabilitation;
3. If the project has a housing related component coming within the scope of 24 CFR Part 35, the County of Cook, Illinois Policies and Procedures for Lead-Based Paint in Housing Programs.

The Subrecipient shall also use the forms, documents, agreements, or contracts required for use by the County whether included in said Manuals or provided separately therefrom, and as amended from time to time. For the purposes of this Agreement and for the purposes of the CDBG Program, the term "Subgrantee" as used in forms, documents, other agreements, contracts or as used in the Manuals shall mean Subrecipient.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one of the aforementioned national objectives.

## 3. Administrative Regulations and Compliance.

The Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502; and
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52.
- C. Administrative Requirements pursuant to Exh. D

**4. Agreement to Undertake the Project.**

The Subrecipient agrees to undertake the work and activities described herein and in its project summary (Exhibit "C").

**5. Grant Award.**

The County hereby agrees to make a grant in a sum not to exceed **\$950,000.00**. The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for **07-124** in accordance with the approved Project Summary (Exhibit C). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE NOTICE TO PROCEED.**

**6. Equal Employment Opportunity Compliance; Minority and Women Owned Businesses.**

A. The Subrecipient agrees and authorizes the County and HUD to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of Exhibit "A" - Equal Employment Opportunity Certification, and, further will fully cooperate therewith. The Subrecipient agrees to post HUD Notice No. 901 in conspicuous places available to employees and applicants for employment.

B. The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

**7. Compliance with Laws, Rules and Regulations; Performance Measurement Goals**

A. The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the Federal Government. Provided, however, that the County may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements.

B. The Subrecipient understands and agrees that their activities and programs under the CDBG program are designed to address the needs of low-income areas and that their performance and progress will be measured to that end. The annual performance reports will be due to the County no later than the close of business September 1, 2008. The subrecipients may draw reimbursement only up to 75% of the approved amount until the performance reports are submitted. **The Subrecipient will forfeit the remaining 25% of the approved amount in the event that the performance reports are not submitted by September 1, 2008.** The subrecipient understands and agrees that the failure to submit timely performance reports will place future CDBG funding request in jeopardy. **The County reserves the right to deny request for future funding, in part or in whole, on the failure to comply with the stated rules and regulations.**

**8. Conflict of Interest.**

A. The Subrecipient understands and agrees that no director, officer, agent or employee of the Subrecipient may:

1. have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits;

2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;

3. take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

Any contract made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this clause is to avoid even the appearance of a conflict of interest.

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minute books of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the project.

C. The Subrecipient agrees and understands that it and its officers, agents or employees must abide by all provisions of 24 CFR Section 570.611, and of 24 CFR Section 85.36 or 24 CFR Part 84, as applicable.

D. The Subrecipient agrees and understands that shall it incorporate, or cause to be incorporated, the provisions contained in this paragraph in all contracts or subcontracts entered into Pursuant to this Agreement.

E. In the event of failure or refusal of the Subrecipient to comply, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to paragraph 17 of this Agreement and may take any of the actions set out therein.

F. For the purpose of this paragraph, pursuant to 24 CFR Section 570.611(b), these conflict of interest provisions apply only to those persons who:

1. exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the County program;
2. are in a position to participate in a decision making process or gain inside information with regard to such activities;
3. may obtain personal or financial interest or benefit from the activity; or
4. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

G. For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611(c).

H. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an "independent contractor" with respect tot he services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor.

## **9. Procedures After Executing the Agreement; Notice to Proceed.**

After the execution of this Agreement, the County and the Subrecipient shall adhere to the following schedule:

- A. The County Planning and Development staff will undertake the required environmental review for the project.

B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.

C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, a "NOTICE TO PROCEED".

D. After issuance of the "NOTICE TO PROCEED", the Subrecipient shall follow all procedures set out in the Cook County Community Development Block Grant Program Manual of Administrative Procedures, and, where necessary, the handbooks set out in section 2.B. of this Agreement.

#### **10. Lobbying:**

The Subrecipient hereby certifies that:

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

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

C. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

#### **D. Lobbying Certification**

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

#### **Hatch Act: Davis Bacon**

A. The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

B. The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq).

#### **11. Copyright**

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

#### **12. Religious Activities**

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as workshop, religious instruction or proselytization.

13. **Environmental Conditions**

A. **Air and Water**

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air, 42 U.S.C., 7401, et seq;
- Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder:
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. **Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint**

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. **Historic Preservation**

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

14. **Time to Start Project; Time to Finish Project.**

A. The Subrecipient understands and agrees that all projects must be started within three (3) months from the date of the "Notice to Proceed" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within the three (3) months after the "NOTICE TO PROCEED" is issued.

B. The Subrecipient represents to the County that the aforesaid project shall be completed within twelve (12) months from the receipt of the "Notice to Proceed" from the County. Any requests for extension beyond the twelve (12) months to complete the project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. **The grant**

**amount awarded hereunder must be completely expended within 12 months of the date of the Notice to Proceed; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of the Project Year for this award on September 30, 2008.**

**15. Records Maintenance.**

A. The Subrecipient shall maintain during the term of this contract and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all program expenditures. These records and accounts shall include, but not be limited to, the following: a general ledger that supports the costs charged to the CDBG program; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).

B. The Subrecipient will give HUD, the Comptroller General, and the County, and any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to necessitate such reviews and audits.

**16. Return of Funds and Accounts Receivables; Expiration of Project.**

The Subrecipient agrees that, upon the expiration of this Agreement, it shall transfer to the County all CDBG funds on hand and all accounts receivable attributable to the use of CDBG funds which funds and accounts receivable are traceable to this Agreement.

**17. Prohibition on Assignment or Transfer of Agreement or Funds.**

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or to become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation or suspension of funds, or termination or suspension of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 17 of this Agreement including any of the actions set out therein.

**18. Blank Forms and Documents.**

The Subrecipient shall, upon request of the County, submit any and all forms or blank forms, documents, agreements and contracts to the County for review for compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

**19. Obligation for Costs and Future Projects.**

A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any project provided for under the provisions of this Agreement. No County funds other than the amount of CDBG funds specified herein and received from HUD by the County shall be disbursed to the Subrecipient pursuant to this Agreement.

B. This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.

**D. The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 17 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.**

## **20. Indemnification.**

A. The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the County or any of its agents, officers, employees, or servants.

B. In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this paragraph, the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the County, or its officers, agents, employees or servants.

C. The indemnification obligation under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

## **21. Suspension or Termination of Agreement.**

A. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 570.503(b)(7), if the County determines that the Subrecipient:

1. has not complied with or is not complying with;
2. has failed to perform or is failing to perform; or
3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may:
  - a. suspend or terminate this Agreement in whole or in part by written notice, and/or:
  - b. demand refund of any funds disbursed to Subrecipient;
  - c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
  - d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;
  - e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

- f. withhold further awards for the program;
- g. take other remedies legally available; or
- h. take appropriate legal action.

B. The County may send written notice suspending , effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program. The Subrecipient may be given up to ten (10) business days to come into compliance; provided, however, the County may also take any of the actions listed subparagraph A. hereof.

C. The County may send written notice to the Subrecipient suspending or terminating the Agreement in whole or in part effective immediately if it determines, in its sole discretion, that the Subrecipient has, including but not limited to:

- 1. used or is using fraudulent, coercive or dishonest practices;
- 2. demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or
- 3. endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in Exhibit C hereto. The County may also take any of the actions listed in subparagraph A. of this paragraph; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

D. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.44 and 570.503(b)(7), this Agreement may be terminated for convenience, in whole or in part, as follows:

- 1. by the County, with consent of the Subrecipient, in which case the Subrecipient shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or
- 2. by the Subrecipient, upon written notification to the County, setting forth the reasons for such termination the effective date, and in the case of partial termination, the portion to be terminated; provided, however, that if the County determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the County may terminate the entire grant under either 24 CFR Section 85.43 or 85.44(a).

E. The written notice given under any of the subparagraphs of this paragraph may be delivered by regular mail, certified mail return receipt requested, facsimile or personal service.

**22. Notice.**

Notice and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE COUNTY: Mr. Maurice S. Jones, Director  
Cook County Department of Planning and Development  
69 W. Washington, 29th Floor  
Chicago, IL 60602

TO THE SUBRECIPIENT: **The Honorable John Ostenburg, President**  
**Village of Park Forest**  
**350 Victory**  
**Park Forest, IL. 60466-2068**

**23. SIGNAGE**

That the Subrecipient hereby agrees to permit appropriate signage, prepared and erected by the County, of the County's participation in the project.

**.24. , Effective Date; Close Out of Grant.**

This Agreement shall be effective as of the first day of October, 2007, and shall continue in effect for all periods in which the Subrecipient has control over CDBG funds including Program Income, and until this project is closed out in accord with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

**[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]**

**COUNTY OF COOK:**

BY: \_\_\_\_\_  
Director of Planning and Development (Signature)  
County of Cook

\_\_\_\_\_  
Printed Name

Attest: \_\_\_\_\_  
Cook County Clerk (Signature)

\_\_\_\_\_  
Printed Name

County Seal:

Approved as to Form: \_\_\_\_\_  
Assistant State's Attorney (Signature)

\_\_\_\_\_  
Printed Name

**SUBRECIPIENT:**

BY: \_\_\_\_\_  
Subrecipient Official (Signature)

\_\_\_\_\_  
Subrecipient Official (Printed Name)

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Subrecipient Clerk/Secretary (Signature)

\_\_\_\_\_  
Subrecipient Clerk/Secretary (Printed Name)

Subrecipient Seal:

Approved as to Form: \_\_\_\_\_  
Subrecipient Attorney (Signature)

\_\_\_\_\_  
Subrecipient Clerk/Secretary (Printed Name)

ATTACH: Exhibits  
Resolution

**EXHIBIT A**

**EQUAL EMPLOYMENT OPPORTUNITY  
CERTIFICATION**

## EXHIBIT A

### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM COUNTY OF COOK

The signatory to this Agreement to which this Exhibit A is attached understands and agrees that it is a Subrecipient of the County of Cook, Illinois (the "County") in conjunction with the County's Community Development Block Grant Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the Department of Housing and Urban Development ("HUD"), or against any applicant for such employment, because of race, color, religion, sex, age, ancestry, marital status, handicap, unfavorable discharge from military service, or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient further agrees to the following:

1. Pursuant to 24 CFR Section 570.607, it will incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Community Development Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations. It will also comply with Chapter 4 of the Community Development Block Grant Administrative Manual with regard to Community Development assisted construction contracts;
2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work; provided, however, that if the Subrecipient so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract;

3. It will assist and cooperate actively with the County and the HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of HUD and the County;

4. It will furnish the County and HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County and HUD in the discharge of primary responsibility for securing compliance;

5. It will enforce the sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD;

6. In the event that its fails or refuses to comply with the undertaking set forth, the County or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the County or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, may take any of the actions set out of the actions in the agreement or may refer the case to HUD for appropriate legal proceedings.

7. It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

8. It will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135, as amended from time to time.

9. It will comply with the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.)

EXHIBIT B

ASSURANCES

## EXHIBIT B -- ASSURANCES

In accordance with the Housing and Community Development Act of 1974, as amended (the "Act"), and 24 CFR Section 570.303, the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also the Subrecipient gives assurances and certifies with respect to the grant that:

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.
- C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.
- D.
  - 1. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with CDBG funds be consistent with the CCP;
  - 2. It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston-Gonzalez National Affordable Housing Act.
- E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.
- F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.
- G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee under Section 108 of the Housing and Community Development Act of 1974, as

amended, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements (assisted in part with Community Development Block Grant funds) unless (1) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital cost of such public improvements that are financed from revenue sources other than under Title I of the Act (however, an assessment or charge may be made against the property with respect to public improvements funded by a source other than Community Development Block Grant funds); or (2) for purpose of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Subrecipient and Grantee certify to the Secretary that it lacks sufficient funds received under Section 106 to comply with the requirements of subparagraph (1) above.

- H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- I. The grant will be conducted and administered in compliance with the following requirements:
  - 1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;
  - 2.
    - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
    - b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
  - 3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
  - 4. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
  - 5. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
  - 6. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;
  - 7. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;

8. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
10. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential antidisplacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of Section 570.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the CDBG Program;
11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;
12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);
14. The regulations, policies, guidelines and requirements of 24 CFR Parts 570, 84 and 85 and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally-assisted program, and as amended from time to time;
15. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

- J. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.
- K. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.
- L. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.
- M. No CDBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 24 CFR Sections 85.35 or 570.609, as applicable, and Executive Order 11246, as amended by Executive Order 12086.
- N.
  1. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, if a municipality, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations.
  2. The Subrecipient, if a municipality, certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- O. The Subrecipient certifies, to the best of its knowledge and belief, that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- P. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

# EXHIBIT C - PROJECT SUMMARY

2007 Program Year: October 1, 2007 through September 30, 2008



## SUBRECIPIENT VILLAGE OF PARK FOREST

ADDRESS 301 Centre CITY Park Forest ZIP 60466-2068

PROGRAM MANAGER Tom Mick PHONE (708) 748-1112 FAX (708) 503-8560 E-MAIL \_\_\_\_\_

PROJNUM 07-124 IDIS No. \_\_\_\_\_ PROJECT TITLE Demolition for spot Slum and Blight  
Account #: 9428225-580170.100

Eligibility Citation 570.201(d) Budget Amount \$950,000 Award Match \$986,000 Source 1 General Village funds

Match 2 \_\_\_\_\_ Source 2 \_\_\_\_\_

### SUMMARY PROJECT DESCRIPTION:

#### Eligibility:

##### LMI

- Does Not Apply     Housing Activity  
 Area Benefit     Job Creation/Retention  
 Limited Clientele

##### Slum Blight

- Does Not Apply  
 Area  
 Spot

##### Is Acquisition Required?

- Yes  
 No

Census Tracts

Block Groups

L/M Income %

### NARRATIVE:

#### Designated Project Area

364 Main Street, Park Forest, IL.

#### Awarded Project Description

Demolition of the vacant, blighted 116,000 sq. ft. building formerly Marshall Fields at 364 Main Street, Park Forest, IL.

#### Specific Anticipated Accomplishments

Demolition of 116,00 sq. ft. building by September, 2008.

Environmental Review

Environmental Assessment Required (24CFR)

Amendment

Amendment Date

Planner

Tim Kleist

## PROJECT COMPLETION SCHEDULE

**Month 1**

Finish plans and specifications.

**Month 2**

Send finished plans and specifications to Cook County for review and approval.

**Month 3**

Make any corrections to plans and specifications and put out to bid.

**Month 4**

Award contract.

**Month 5**

Begin demolition of building.

**Month 6**

Continue demolition.

## PROJECT COMPLETION SCHEDULE

**Month 7**

Continue demolition.

**Month 8**

Reconstruct Village Hall wall.

**Month 9**

Restore site to development-ready standards.

**Month 10**

Close out contract.

**Month 11**

**Month 12**

Project Complete

### STAFF SALARIES

Note: Column 4 cannot exceed Column 2 times Column 3. The sum of Column 5 and Column 6 cannot exceed Column 4.

(1) Position Classification	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
<b>TOTAL SALARIES:</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### FRINGE BENEFITS

(1) Position Classification	(2) Annual Fringe	(3) % of time spent on Project	(4) Fringe Utilized for Project	(5) CDBG Fringe	(6) Match Fringe
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
<b>TOTAL FRINGE BENEFITS:</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**LINE ITEM BUDGET**

**PROJECT ACTIVITY:**

	<b>CDBG Funds</b>	<b>Matching Funds</b>	<b>TOTAL</b>
Capital Improvement	_____	_____	\$0
Single-Family Rehabilitation	_____	_____	\$0
Economic Development	_____	_____	\$0
Demolition/Clearance	\$950,000	\$850,000	\$1,800,000
Acquisition	_____	_____	\$0
Relocation	_____	_____	\$0
<b>TOTAL PROJECT ACTIVITY:</b>	<b>\$950,000</b>	<b>\$850,000</b>	<b>\$1,800,000</b>

*Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.*

**Project Delivery** *(You are encouraged to use CDBG Funds for salaries and fringes only.)*

	<b>CDBG Funds</b>	<b>Matching Funds</b>	<b>TOTAL</b>
Staff Salaries	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Office Rent/Utilities	_____	_____	\$0
Postage	_____	_____	\$0
Printing (Rental Equipment)	_____	_____	\$0
Publication/Notices	_____	_____	\$0
Project Travel @ \$.485 per mile	_____	_____	\$0
Other: _____	_____	_____	\$0
Other: _____	_____	_____	\$0

**Professional Services:** *(Need to be Procured if using CDBG Funds.)*

Architect	_____	_____	\$0
Engineering	\$0	\$136,000	\$136,000
Legal	_____	_____	\$0
Accounting (except Single Audit)	_____	_____	\$0
Other: _____	_____	_____	\$0
Other: _____	_____	_____	\$0
<b>TOTAL PROJECT DELIVERY:</b>	<b>\$0</b>	<b>\$136,000</b>	<b>\$136,000</b>

<b>CDBG Grand Total</b>	<b>Match Grand Total</b>	<b>Grand Total</b>
<b>\$950,000</b>	<b>\$986,000</b>	<b>\$1,936,000</b>

**EXHIBIT D**  
**ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address income level or other bases for determining eligibility, and description of service provided. Such information shall be made available to the County or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under the contract is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, County representative, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expense actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the County in the form, content, and frequency as required by the County.

D. Procurement

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) Shall revert to the County upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meet a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be 9a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

### **RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County's ordinances, resolutions and policies concerning the displacement of persons from their residences.

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

Village Hall

8:00 p.m.

June 23, 2008

Roll Call

Pledge of Allegiance

**Public Hearing: 2007-2008 Community Block Grant Application**

Reports of Village Officers

Mayor  
Village Manager

Village Attorney  
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: Approve the Minutes of the Rules Meeting of April 7, 2008
2. Resolution: A Resolution Authorizing the Execution of a Community Development Block Grant Program Subrecipient Agreement
3. Resolution: A Resolution Recognizing and Thanking Judy Sopiarcz for her Dedication in Serving the Residents of Park Forest
4. Motion: A Motion to Approve a Contract for Street Sweeping
5. Appointments:

DEBATABLE:

6. 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 (Final Reading)

OVER

7. Ordinance: An Ordinance Amending the Code of Ordinances of the Village (Amending Water Rates) (Final Reading)
8. Ordinance: An Ordinance Establishing Prevailing Wages for Public Works in the Village of Park Forest (First Reading)
9. Ordinance: An Ordinance Replacing Chapter 46 of the Code of Ordinances (Flood Plain) (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 approve the minutes of the Rules Meeting of April 7, 2008.
2. MOVED, that the Mayor and Board of Trustees adopt a Resolution Authorizing the Execution of a Community Development Block Grant Program Subrecipient Agreement
3. MOVED, that the Mayor and Board of Trustees adopt a Resolution Recognizing and Thanking Judy Sopiartz for her Dedication in Serving the Residents of Park Forest
4. MOVED, that the Mayor and Board of Trustees approve a contract with Illinois Central Sweeping Service of Blue Island, IL for street sweeping in the amount of \$29,700 with a 30% contingency for a total cost not to exceed \$38,610.
5. MOVED, that the Mayor and Board of Trustees appoint Vernita Wickliffe-Lewis as Chair of the Plan Commission for a term to expire December 31, 2008.

MOVED, that the Mayor and Board of Trustees appoint S. Douglas Price as Vice-Chair of the Plan Commission for a term to expire December 31, 2008.

6/23/08

## VILLAGE OF PARK FOREST

### **Village Board Rules Committee Meeting**

**Monday, April 7, 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

**ABSENT:** Trustee Georgia O'Neill was excused due to illness.

**STAFF IN ATTENDANCE:** Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski, Village Attorney Frank Garrett, Police Corporal Tellous Boulden, Fire Chief Robert Wilcox, Director of Recreation and Parks John Joyce, Director of Public Health Christine Blue, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Director of Public Works Ken Eyer, Information Technology Administrator Craig Kaufman, Economic Development Coordinator Sandra Zoellner, and DownTown Manager Sharon Bellino

**RECORDER:** Village Clerk Sheila McGann

**OTHERS IN ATTENDANCE:** Resident Ed Fischer; Frank Gatch, Star Investments; Casey Toner, SouthtownStar Newspaper

Meeting was called to order at 8:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann

#### **1. A Resolution Requiring Commonwealth Edison to Bury a Power Line**

Manager Mick said that burying the power line along Western Avenue has been discussed previously in executive session. Although ComEd is only required to supply the cheapest available service, it is in the Village's best interest for safety, weather, and aesthetic reasons to bury the power lines. The cost of burying the service will be approximately \$103,000. The impact to a single family household would be approximately \$2.50 per month for the months of May, June, and July.

Trustee Kramer wanted clarification about the home rule language. Mayor Ostenburg said that Park Forest is home ruled by referendum, not by population and that language will be corrected.

Mayor Ostenburg explained that previously when ComEd had discussed replacing the currently underground power with overhead lines, the Board did not approve and wanted the lines buried for the above mentioned reasons. While the Illinois Commerce Commission requires ComEd only to supply the cheapest available service, ComEd will rebury the service at an additional cost to the consumer at a graduated rate based on usage. Mayor Ostenburg

encouraged residents to contact their legislators, the Governor, and the Commerce Commission about this ICC ruling.

This item will be on the agenda for action at next week's regular meeting.

**2. An Ordinance Amending Ordinance No. 1869 Adopting the Annual Budget for the Year Commencing July 1, 2007 and Ending June 30, 2008**

Manager Mick asked Deputy Manager/Finance Director Dankowski to report on this ordinance amending the budget. Director Dankowski explained that these items were discussed at the Strategic Planning Board Meeting on February 23. Budget amendments are done for the following reasons: recording budget expenditures that were encumbered, new board objectives, grants, other initiatives, and adjustments. Director Dankowski pointed out the new items that were not discussed at the February 23 meeting.

- CDBG funds were not awarded this year; CDBG Revenue and CDBG Expenditures were removed. (\$300,000)
- Carry over CDBG Revenue and CDBG Expenditures were from last year's project. (\$31,625)
- Capital outlay for the Aqua Center was moved up to this year. (\$25,000)
- Downtown fund for major buildout projects to be increased to allow for two buildout projects. (\$300,000)
- Public Works garage roof and Library Roof repairs moved to this year's budget due their severity. (Public Works, \$100,000 and Library \$80,000)
- Sale of Norwood requires a budget amendment to allow for the expenses associated with the sale.

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)

- The lower level buildout has costs that were carried forward in the current year. These expenses need to be rebudgeted for the current year but they do not require any additional funding.

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

Director Dankowski noted that there is \$100,000 remaining from the lower level buildout funds and three small projects are planned for these funds: video cameras, ADA doors, and signage to be approved by the Board at a later date.

Director Dankowski explained that Cable PEG fees have been extended for 2008. The Village will reimburse upfront costs that have occurred. A net cost of \$30,500 needs to be budgeted in the current fiscal year. Additional revenue will be budgeted in Fiscal 2009. Director Dankowski also noted a few other additions to the budget which included, fire uniform costs and health insurance costs. The Recreation and Parks Department will purchase a replacement vehicle in 2008 with funds available in the Vehicle Services Fund. The Fire Department previously scheduled to replace a vehicle in 2009 but has found it necessary to replace it this year instead due to extensive maintenance issues.

Director Dankowski explained that the last budget changes reflect deferring of a long term large storage building and potential health insurance costs increase of 26% for next year. Some fund balance should be reserved for those expenses. These are adjustments from the fund balance analysis that was presented on February 23 keeping the Village in line with the three month's reserve target.

Mayor Ostenburg asked if CDBG grants had been earmarked for anything in particular. Director Dankowski said that these grants are often uncertain and not committed until their approval. If the grant was received, the plan was to continue street lighting improvements.

Trustee Kopycinski asked how much work was left to complete the lower level buildout. Director Dankowski said that most construction is done. As project manager, Director Joyce noted that some cabinetry was adjusted last week. Nearly everything is completed.

### **3. 295 Main Street Build-Out (Formerly 299 Main Street)**

Manager Mick said that there is a potential occupant who is interested in opening June 9. Tonight, the Board will be informed as to the concept, the buildout, and the terms of the lease. The exact costs are not available because the bid opening is April 9. To expedite this, the Board could approve this at the April 14 meeting.

Manager Bellino said that the new owners are interested in a 4,000 square foot space with a seven year lease with option and are well-qualified occupants.

Trustee Kramer asked if the business is unable to make it, will the space be available to be rented out. Manager Bellino said yes, it would.

Trustee Dillard wanted clarification to the three parts of the proposal. Manager Bellino said the interior walls are the tenant's responsibility. When a space is vanilla boxed out, outside walls, heating and air conditioning, and ceiling is included.

Mayor Ostenburg was concerned about close parking being an issue. Manager Bellino talked to the tenants about parking at their first meeting who didn't consider it to be a problem. She encouraged them to use the larger parking lots to avoid street congestion. Mayor Ostenburg

suggested that canopies from the door would be a protection from the elements and attractive as well. He also asked if the tenants would be making any other changes that would cost the Village if the space was to be reconverted to vanilla box. Manager Bellino said that there will be two stalls in the women's washrooms. The men's washroom will have urinals and a toilet. The floor will be protected with a thick matt.

Trustee Kopycinski asked if there will be any shower facilities. Manager Bellino said no showers were needed at this time.

This item will be on the agenda for consideration on April 14 with the recommendations after the bid openings.

#### **4. 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**

Assistant Director Zoellner gave a tax history of the two lots in the resolution and information about the Cook County tax incentive available for Star Investments. If the Board approves support of the application of this tax incentive, the property owner is responsible for the application. Economic Development Advisory Group (EDAG) recommends and recognizes this resolution as a positive for the Village.

Trustee McCray asked what does Star intend to construct on this property. Star Investments operations manager, Bob Gatch, stated that they wanted to renovate this property, expand their facilities, and increase the parking area. Mayor Ostenburg and Trustee Brandon asked clarification of future facilities. Mr. Gatch said they plan to continue to use their current building and build up after the roof is removed. He also explained that the parking area will be west of the renovated property and hoped to begin construction soon.

Mayor Ostenburg explained that the Class 8 incentive has been utilized in the past and will help bring in more tax where there has been no tax received.

Trustee Dillard asked about qualifications for this incentive. Assistant Director Zoellner explained the qualifications for vacant properties to qualify. Mayor Ostenburg added that the property must be used for the reason it is being rehabbed.

#### **5. 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**

Director Kingma said that the packet is a draft agreement and are working with Star Investments and Attorney Stephanides on the revisions. Terms of sale are:

- 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.
- Homewood Disposal 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.
- The Village will support a Cook County Class 8 property tax incentive on the property.

Director Kingma said that Phase I and Phase II environmental site assessments with soil boring was done. The environmental consultants said that there were no environmental issues on these properties. With this transaction and the Cremation Society property, the Village will have a fairly large parcel of property to market with these four lots. Director Kingma said that their goal is to have the final form April 14 for the Board's approval and continue with closing as soon as possible.

Trustee Kopycinski asked how much property tax would be lost from the properties that the Village will be receiving. Assistant Director Zoellner answered that the property taxes on these two lots was a little over \$6,000.

**6. 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**

Manager Mick stated that this is an annual item for the Village. As a home rule community, we have a volume cap through the Illinois Financing Authority. The staff's recommendation is to cede these funds into the pool of South Suburban Mayors and Managers Association. If a project is not found, then a 1% is returned to the Village; this year approximately \$20,000 was returned to the Village.

Director Kingma noted that this fund has had recent benefits to the south suburbs which benefits all of us.

This item will be on the agenda for action April 14.

**Manager's Comments**

Construction will continue on Western Avenue. The signage states that the rail road tracks will be shut down from April 19 -26.

Single family home yard waste pickup started Tuesday, April 1.

Vehicle stickers for 2008-2009 are available at Village Hall and must be displayed by May 1, 1008.

After the meeting, Manager Mick wanted to talk to the Board regarding the legislative breakfast that will be held in Springfield next week.

**Trustee's Comments**

Trustee Kramer noted that the Senior Commission met at Victory Center on Thursday, April 3 where they conducted their usual business and enjoyed some entertainment. He also said that he will be attending a public hearing regarding the ComEd rate increase at Joliet Central High School Little Theater on Thursday, April 10.

Trustee Brandon congratulated the seven new members of the Park Forest Hall of Fame including Trustee Kramer and Barbara Moore. The Youth Commission will meet Tuesday, April 8 in the Board Conference Room.

Trustee Dillard stated that the Plan Commission held a brief meeting Tuesday, April 1 and also thanked one of the commissioners who was retiring. Trustee Dillard presided at the Park Forest Hall of Fame induction.

Trustee Kopycinski stated that the Environment Commission will offer the second of two workshops about Rain Gardens at 11:00 in the Board Room on Saturday, April 12. More information is available on the Village website or by calling the Parks and Recreation Department. The Commission on Human Relations will meet Tuesday, April 8 at 7:00 pm.

Trustee McCray said various commemorations honoring Dr. Martin Luther King's life were held this week. In his memory, we should remember that we are citizens of the world. We should to protect and teach our children.

Mayor Ostenburg congratulated and thanked the new members of the Park Forest Hall of Fame for all their contributions that have made the Village so rich. The new inductees included Trustee Ken Kramer, Barbara Moore, Captain Michael Wheeler, Jean Bernstein, Suzie Brown, Valerie Nicolson, and Elmer Washington.

**Attorney's Comments**

Attorney Garrett had no comments.

**Audience to Visitors**

None

There being no further business, Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kramer, seconded by Trustee Brandon and passed unanimously.

Mayor Ostenburg adjourned the rules committee meeting at 9:10 p.m.

Respectfully submitted,  
Sheila McGann, Village Clerk

**VILLAGE OF PARK FOREST**

**MEMORANDUM**

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

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

**DATE: June 19, 2008**

**RE: A RESOLUTION RECOGNIZING AND THANKING JUDY SOPIARZ  
FOR HER DEDICATION IN SERVING THE RESIDENTS OF PARK  
FOREST**

**BACKGROUND/DISCUSSION:**

After a lengthy career of dedicated service to the Village of Park Forest, Nursing Supervisor Judy Sopiartz is retiring. Attached is a Resolution honoring her tenure with the Village that was drafted, in part, with the assistance of the staff of the Health Department.

**SCHEDULE FOR CONSIDERATION:**

This item will be on the agenda of the June 23, 2008 Regular Meeting for Board consideration and approval.

**A RESOLUTION RECOGNIZING AND THANKING JUDY SOPIARZ FOR  
HER DEDICATION IN SERVING THE RESIDENTS OF PARK FOREST**

**WHEREAS,** Judy Sopiartz is a Registered Professional Nurse with a 1967 Bachelor of Science in Nursing degree from St. Xavier University; and

**WHEREAS,** Judy Sopiartz has worked as a professional for more than 40 years at Carl Foundation Hospital in Urbana, Applewood Skilled Care Facility, the St. Francis Mother House, Osteopathic Hospital and Clinics and finally Nurses Plus, the Park Forest Health Department; and

**WHEREAS,** during her tenure as a Public Health Nurse, Nursing Coordinator and, finally, Nursing Supervisor for the Village's Health Department, she has prevented illness, saved lives and eased the pain of many hundreds of Park Forest residents; and

**WHEREAS,** Judy's professionalism, work ethic, work performance, and collegiality with residents and co-workers from all Village Departments has been a source of inspiration and a role model for newer professionals and stands as an example of grace under pressure and dignity in times of personal stress; and

**WHEREAS,** Judy has contributed many volunteer hours in the Village with the youth soccer program, the Park Forest Nurses Club and other community organizations during her 39 years as a resident of the Village of Park Forest; and

**WHEREAS,** Judy and her husband Rich have raised four children to productive maturity, have nine grandchildren, three angels, a red hat, a red suitcase and a hot passport; and

**WHEREAS,** she now wants to play with babies, have fun with friends and travel.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that gratitude and appreciation be extended to Judy Sopiartz, RN, not only for her exemplary service as an employee of the Village of Park Forest Health Department but as an actively engaged resident volunteer. Her activity helped build a healthy community and many Park Foresters are better for her having been involved in their care. We wish her a happy and healthy retirement full of all the adventures she wants to pursue. We wish her happy trails.

ADOPTED this \_\_\_\_\_ day of June, 2008.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Village Clerk

## **AGENDA BRIEFING**

**DATE:** June 23, 2008

**TO:** President Ostenburg  
Board of Trustees

**FROM:** Roderick Ysaguirre

**RE:** Awarding of the FY 08-09 MFT Street Sweeping Program

### **BACKGROUND/DISCUSSION:**

On Friday, June 13, 2008 at 10:00 a.m., the Department of Public Works opened bids for the FY 08-09 MFT Street Sweeping Program. Invitations to bid were published in the *Star* Newspaper and in the Illinois Department of Transportation Bulletin. Bids were sent to seven bidders and four were received. Illinois Central Sweeping Service located in Blue Island, IL, was the lowest bidder in the amount of \$29,700.00. See attached Bid Tab.

This program will provide for 5 Village wide sweeps, 2 Village owned parking lot sweeps, 2 Old Plank Rd. Bike Trail sweeps, and any emergency sweeping throughout the next fiscal year. This work will be paid for from the MOTOR FUEL TAX FUND.

Illinois Central Sweeping Service has performed street sweeping 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 sweeping 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 as determined by the Village Engineer.

**RECOMMENDATION:** Award the FY 08-09 Street Sweeping contract to Illinois Central Sweeping Service from Blue Island, IL in the amount of \$29,700.00 with a 30% contingency for a total cost not to exceed 38,610.00 dollars.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Regular meeting of June 23, 2008 for your consideration.



## AGENDA BRIEFING

**DATE:** June 20, 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 211<sup>th</sup> 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 23, 2008 for final 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>	
<b>TOTAL GENERAL CORPORATE PURPOSES</b>		<b>\$ 20,303,729</b>
 <b>FOR RECREATION AND PARKS COMBINED ENTERPRISE FUNDS</b>		
For Aqua Center Fund Purposes	347,983	
For Tennis & Health Club Fund Purposes	386,847	
<b>TOTAL RECREATION AND PARKS COMBINED ENTERPRISE FUNDS</b>		<b>734,830</b>
 <b>FOR PUBLIC WORKS COMBINED ENTERPRISE FUNDS</b>		
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	
<b>TOTAL PUBLIC WORKS COMBINED ENTERPRISE FUNDS</b>		<b>7,866,195</b>
For DownTown Park Forest Purposes	987,238	
<b>TOTAL DOWNTOWN PARK FOREST PURPOSES</b>		<b>987,238</b>

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
<b>GRAND TOTAL</b>		<b>\$ 40,488,064</b>

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>	
<b>TOTAL GENERAL CORPORATE PURPOSES</b>		<b>\$ 18,986,417</b>

**FOR RECREATION AND PARKS COMBINED ENTERPRISE FUNDS**

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

**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	
<b>TOTAL PUBLIC WORKS COMBINED ENTERPRISE FUNDS</b>		<b>7,974,317</b>

2008/2009 BUDGET  
REVENUES

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

Adopted this \_\_\_\_\_ day of June, 2008

AYES:  
NAYS:  
ABSENT:

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Village Clerk

**VILLAGE OF PARK FOREST**

**MEMORANDUM**

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

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

**DATE: June 19, 2008**

**SUBJECT: An Ordinance Establishing Prevailing Wages for Public Works in the Village  
of Park Forest**

**BACKGROUND/DISCUSSION:**

Adoption of prevailing wage standards is a routine practice in Park Forest. It is also mandatory according to Illinois State Statute. As Park Forest is in both Cook and Will Counties, the Village must adopt the standards for both jurisdictions. The attached Ordinance has been drafted by Village legal counsel.

**SCHEDULE FOR CONSIDERATION:**

This matter will appear on the agenda of the Regular Meeting on June 23, 2008 for **FIRST READING.**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ESTABLISHING PREVAILING WAGES  
FOR PUBLIC WORKS IN THE VILLAGE OF PARK FOREST,  
COOK AND WILL COUNTIES, ILLINOIS

**WHEREAS**, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941, as amended, being 820 ILCS 130/0.01 *et seq.* (2008); and

**WHEREAS**, the aforesaid Act requires that the Board of Trustees of the Village of Park Forest investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Village of Park Forest employed in performing construction of public works, for said Village of Park Forest.

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

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

**Section 2.** **Determination of Prevailing Wages.** To the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers coming under the jurisdiction of the Village of Park Forest is hereby ascertained to be the same as the prevailing wages for construction work in Cook and Will Counties, as determined by the Department of Labor of the State of Illinois as of June 1, 2008, a copy of those determinations being attached hereto and incorporated herein by reference. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.

**Section 3.** **Prevailing Wages Applicable to Public Works.** Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village of Park Forest to the extent required by the aforesaid Act.

**Section 4.** **Posting of Determination.** The Village of Park Forest Clerk shall publicly post or keep available for inspection by any interested party at Village Hall this determination of such prevailing rate of wages or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to contract specifications as required by the Act, or, if permitted by the Act, shall be referenced in the contract specifications.

**Section 5. Service of Determination.** The Village of Park Forest Clerk shall mail a copy of this determination to any employer and to any person or association of employees who have filed their names and addresses and have requested copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

**Section 6. Filing of Determination.** The Village of Park Forest Clerk shall promptly file a certified copy of this Ordinance with both the Index Division of the Secretary of State and the Department of Labor of the State of Illinois.

**Section 7. Publication of Determination.** The Village Clerk is hereby authorized and directed to cause to be published in a newspaper of general circulation within the area notification of passage of this Ordinance. The notice of passage of this Ordinance shall mention the availability for viewing of the Ordinance in the Office of the Village Clerk. The publication shall constitute notice that the determination is effective and that this is the determination of this public body.

**Section 8. Severability and Repeal of Inconsistent Ordinances.** If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**Section 9. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2008.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

AYES:

NAYS:

ABSENT:

## Cook County Prevailing Wage for June 2008

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	==	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN	ALL			34.750	35.250	1.5	1.5	2.0	8.830	6.170	0.000	0.270
ASBESTOS ABT-MEC	BLD			26.180	27.930	1.5	1.5	2.0	8.760	6.410	0.000	0.310
BOILERMAKER	BLD			39.450	43.000	2.0	2.0	2.0	6.720	8.490	0.000	0.300
BRICK MASON	BLD			36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
CARPENTER	ALL			37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
CEMENT MASON	ALL			39.850	41.850	2.0	1.5	2.0	7.490	6.520	0.000	0.170
CERAMIC TILE FNSHER	BLD			30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000	0.340
COMM. ELECT.	BLD			33.940	36.440	1.5	1.5	2.0	7.200	5.590	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRIC PWR GRNDMAN	ALL			29.090	43.450	1.5	1.5	2.0	6.450	8.390	0.000	0.220
ELECTRIC PWR LINEMAN	ALL			37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRICIAN	ALL			37.800	40.400	1.5	1.5	2.0	10.00	7.650	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			43.925	49.420	2.0	2.0	2.0	8.775	6.960	2.640	0.000
FENCE ERECTOR	ALL			28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER	BLD			37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.690
HT/FROST INSULATOR	BLD			37.400	39.150	1.5	1.5	2.0	8.760	10.11	0.000	0.310
IRON WORKER	ALL			40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
LABORER	ALL			34.750	35.500	1.5	1.5	2.0	8.830	6.170	0.000	0.270
LATHER	BLD			37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
MACHINIST	BLD			38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS	ALL			27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440
MARBLE MASON	BLD			36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
MATERIAL TESTER I	ALL			24.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MATERIALS TESTER II	ALL			29.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MILLWRIGHT	ALL			37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
OPERATING ENGINEER	BLD 1			41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER	BLD 2			40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER	BLD 3			37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER	BLD 4			35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER	FLT 1			47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	FLT 2			45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	FLT 3			40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	FLT 4			33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	HWY 1			39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER	HWY 2			39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER	HWY 3			37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER	HWY 4			35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER	HWY 5			34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER	ALL			39.050	41.300	2.0	2.0	2.0	7.950	13.19	0.000	0.500
PAINTER	ALL			35.400	39.820	1.5	1.5	1.5	6.550	7.400	0.000	0.420
PAINTER SIGNS	BLD			28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIIVER	ALL			37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
PIPEFITTER	BLD			40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000	1.120
PLASTERER	BLD			36.100	38.270	1.5	1.5	2.0	7.000	7.740	0.000	0.400
PLUMBER	BLD			41.000	43.000	1.5	1.5	2.0	8.840	5.560	0.000	0.980
ROOFER	BLD			35.000	38.000	1.5	1.5	2.0	6.800	3.870	0.000	0.330
SHEETMETAL WORKER	BLD			33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER	BLD			26.510	27.360	1.5	1.5	2.0	4.200	2.280	0.000	0.000
SPRINKLER FITTER	BLD			40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	ALL			40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
STONE MASON	BLD			36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
TERRAZZO FINISHER	BLD			31.810	0.000	1.5	1.5	2.0	5.850	9.200	0.000	0.280
TERRAZZO MASON	BLD			35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320
TILE MASON	BLD			36.630	40.630	1.5	1.5	2.0	5.850	7.850	0.000	0.480

TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

## Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday)  
 OSA (Overtime is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

### COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor

surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers

treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

**MATERIAL TESTER I:** Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

**MATERIAL TESTER II:** Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator machineryman/fireman, (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -

Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEAMsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or

turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

## Will County Prevailing Wage for June 2008

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	==	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		34.750	35.250	1.5	1.5	2.0	8.830	6.170	0.000	0.270
ASBESTOS ABT-MEC		BLD		26.180	27.930	1.5	1.5	2.0	8.760	6.410	0.000	0.310
BOILERMAKER		BLD		39.450	43.000	2.0	2.0	2.0	6.720	8.490	0.000	0.300
BRICK MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
CARPENTER		ALL		37.550	41.310	1.5	1.5	2.0	7.850	10.56	0.000	0.490
CEMENT MASON		ALL		37.500	39.500	2.0	2.0	2.0	7.000	9.430	0.000	0.150
CERAMIC TILE FNSHER		BLD		30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000	0.340
COMMUNICATION TECH		BLD		31.000	32.500	1.5	1.5	2.0	8.770	8.930	0.000	0.310
ELECTRIC PWR EQMT OP		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRIC PWR GRNDMAN		ALL		29.090	43.450	1.5	1.5	2.0	6.450	8.390	0.000	0.220
ELECTRIC PWR LINEMAN		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRICIAN		BLD		36.500	39.790	1.5	1.5	2.0	9.170	11.84	0.000	0.370
ELEVATOR CONSTRUCTOR		BLD		43.925	49.420	2.0	2.0	2.0	8.775	6.960	2.640	0.000
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.690
HT/FROST INSULATOR		BLD		37.400	39.150	1.5	1.5	2.0	8.760	10.11	0.000	0.310
IRON WORKER		ALL		32.000	33.000	2.0	2.0	2.0	8.040	13.92	0.000	0.550
LABORER		ALL		34.750	35.500	1.5	1.5	2.0	8.830	6.170	0.000	0.270
LATHER		ALL		37.550	41.310	1.5	1.5	2.0	7.850	10.56	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440
MARBLE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
MATERIAL TESTER I		ALL		24.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MATERIALS TESTER II		ALL		29.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MILLWRIGHT		ALL		37.550	41.310	1.5	1.5	2.0	7.850	10.56	0.000	0.490
OPERATING ENGINEER		BLD 1		41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 2		40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 3		37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 4		35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		FLT 1		47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 2		45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 3		40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 4		33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY 1		39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 2		39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 3		37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 4		35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 5		34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
PAINTER		ALL		35.400	39.820	1.5	1.5	2.0	6.550	7.400	0.000	0.340
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIIVER		ALL		37.550	41.310	1.5	1.5	2.0	7.850	10.56	0.000	0.490
PIPEFITTER		BLD		37.600	39.600	1.5	1.5	2.0	8.660	6.900	0.000	0.940
PLASTERER		BLD		36.100	38.270	1.5	1.5	2.0	7.000	7.740	0.000	0.400
PLUMBER		BLD		40.000	42.000	1.5	1.5	2.0	8.000	8.500	0.000	0.760
ROOFER		BLD		35.000	38.000	1.5	1.5	2.0	6.800	3.870	0.000	0.330
SHEETMETAL WORKER		BLD		38.210	40.210	1.5	1.5	2.0	7.300	8.870	0.000	0.640
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STONE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
TERRAZZO FINISHER		BLD		31.810	0.000	1.5	1.5	2.0	5.850	9.200	0.000	0.280
TERRAZZO MASON		BLD		35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320
TILE MASON		BLD		36.630	40.630	1.5	1.5	2.0	5.850	7.850	0.000	0.480
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER		ALL 1		34.200	34.750	1.5	1.5	2.0	6.000	4.075	0.000	0.250
TRUCK DRIVER		ALL 2		34.350	34.750	1.5	1.5	2.0	6.000	4.075	0.000	0.250
TRUCK DRIVER		ALL 3		34.550	34.750	1.5	1.5	2.0	6.000	4.075	0.000	0.250

TRUCK DRIVER	ALL 4	34.750	34.750	1.5	1.5	2.0	6.000	4.075	0.000	0.250
TUCKPOINTER	BLD	36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

**Legend:**

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)  
 OSA (Overtime is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

**Explanations****WILL COUNTY**

IRONWORKERS (SOUTH) - That part of the county South of a diagonal line through Braidwood and Goodenow.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

**EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

**CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile,

fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and

removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete

Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

#### OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator (machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with

Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in

this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

## **AGENDA BRIEFING**

**DATE:** June 20, 2008

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Kenneth Eyer

**RE:** Replace Chapter 46 of the Code of Ordinances

### **BACKGROUND/DISCUSSION:**

FEMA has published new floodplain maps for all of Cook County, which become effective on August 19, 2008. These new, revised maps must be specified in the Village's floodplain ordinance before their effective date. This is necessary for the Village to maintain participate in the National Flood Insurance Program.

The Village is adopting the IDNR-OWR model floodplain ordinance, which will replace the Village's current floodplain ordinance. The Village's current floodplain ordinance is similar to an earlier version of this model ordinance, but has not been updated in some years. By adopting the model ordinance with some minor changes, the Village will ensure that it meets all of the state and federal floodplain requirements, while making it easier to update its ordinance in future years. As part of this new ordinance adoption, the dates of the floodplain maps will be updated to August 19, 2008, as required by FEMA.

There will be no major changes to the requirements of the Village's floodplain ordinance with the adoption of the model ordinance. The order of some sections of the current ordinance will change, but the content will be basically the same.

The Village's ordinance actually includes some more restrictive requirements than those of the model ordinance, including the prohibition of sheds and detached garages in floodplains, prohibition of storage of items in residential or non-residential buildings below the flood protection elevation, elevation requirements for garages in floodplains, and additional requirements for septic systems, on-stream detention facilities, and stockpiles in floodplains. These more restrictive elements were added to the model ordinance to create the proposed new Village floodplain ordinance.

A representative from Baxter & Woodman will be at the July 14 Board meeting to present this ordinance and answer Board questions.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Regular meeting of June 23, 2008 for first reading.

*Copy  
Tom White  
Ken Eyer*



**FEMA**

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

MAY 15 2008



The Honorable John Ostenburg  
Village President  
Village of Park Forest  
350 Victory Drive  
Park Forest, Illinois 60466

Dear Mr. Ostenburg:

I commend you for the efforts that have been put forth in implementing the floodplain management measures for the Village of Park Forest, Illinois, to participate in the National Flood Insurance Program (NFIP). As you implement these measures, I want to emphasize the following:

- a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for your community;
- the FIS and FIRM will become effective on August 19, 2008; and
- by the FIS and FIRM effective date, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office is required to approve the legally enforceable floodplain management measures your community adopts in accordance with 44 Code of Federal Regulations Section 60.3(d).

As noted in FEMA's letter dated February 19, 2008, no significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for the Village of Park Forest. Therefore, the Village of Park Forest should use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures. Final printed copies of the FIRM for the Village of Park Forest will be sent to you within the next few months.

If you encounter difficulties in enacting the measures, I recommend you contact the Illinois Department of Natural Resources. You may contact Paul Osman, CFM, the NFIP State Coordinator, by telephone at (217) 782-4428, in writing at One Natural Resources Way, Springfield, Illinois 62702, or by electronic mail at [paul.osman@illinois.gov](mailto:paul.osman@illinois.gov).

The FEMA Regional staff in Chicago, Illinois, is also available to provide technical assistance and guidance in the development of floodplain management measures. The adoption of compliant floodplain management measures will provide protection for the Village of Park Forest and will ensure its participation in the NFIP. The Regional Office may be contacted by telephone at (312) 408-5500 or in writing. Please send your written inquiries to the Director, Federal Insurance and Mitigation Division, FEMA Region V, at 536 South Clark Street, Chicago, Illinois 60605.

The Honorable John Ostenburg

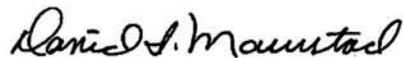
MAY 15 2008

Page 2

You may have already contacted the NFIP State Coordinator and/or the FEMA Regional Office, and may be in the final adoption process or recently adopted the appropriate measures. However, in the event your community has not adopted the appropriate measures, this letter is FEMA's official notification that you only have until August 19, 2008, to adopt and/or submit a floodplain management ordinance that meets or exceeds the minimum NFIP requirements, and request approval from the FEMA Regional Office by the effective date. Your community's adopted measures will be reviewed upon receipt and the FEMA Regional Office will notify you when the measures are approved.

I appreciate your cooperation to ensure that your community's floodplain management measures are approved by the FEMA Regional Office by the FIRM effective date. Your compliance with these mandatory program requirements will enable your community to avoid suspension from the NFIP.

Sincerely,



David I. Maurstad  
Assistant Administrator  
Mitigation Directorate

cc: Edward G. Buikema, Regional Administrator, FEMA Region V  
Paul Osman, CFM, NFIP State Coordinator, Illinois Department of Natural Resources  
Edward J. Rylzaj, Engineer Technician, Village of Park Forest

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE DELETING AND REPEALING CHAPTER 46 (“FLOODS”)  
OF THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST,  
COOK AND WILL COUNTIES, ILLINOIS AND  
REPLACING IT WITH A NEW CHAPTER 46**

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

**Section 1. Current Chapter 46 of the Code of Ordinances Deleted and Repealed.** Chapter 46 (“Floods”) of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, is deleted and repealed in its entirety.

**Section 2. Replacement of Chapter 46 of the Code of Ordinances.** The deleted and replaced with Chapter 46 is replaced in its entirety with a new Chapter 46, attached hereto and incorporated herein by reference.

**Section 2. Severability and Repeal of Inconsistent Ordinances.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**Section 4. Effective Date.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**AYES:**

**NAYS:**

**ABSENT:**

## Chapter 46 FLOODS\*

**\*Editor's note:** Ord. No. \_\_\_\_\_, adopted \_\_\_\_\_, 2008, amended Chapter 46 in its entirety to read as herein set out. Previously, Ord. No. 1815, § I, adopted May 23, 2005, amended chapter 46 in its entirety. Formerly, said chapter pertained to similar subject matter as enacted by Ord. No. 1401, § VIII, adopted Nov. 13, 1989; as amended. See the Ordinance Disposition Table for a detailed analysis of inclusion.

**Cross references:** Buildings and building regulations, ch. 18; emergency services, ch. 34; environment, ch. 38; health and sanitation, ch. 50; natural open space, ch. 62; parks and recreation, ch. 70; planning, ch. 78; solid waste, ch. 86; streets, sidewalks and other public places, ch. 90; subdivision regulations, ch. 94; utilities, ch. 106; zoning regulations, ch. 118.

- Sec. 46.1. Purpose.
- Sec. 46.2. Definitions.
- Sec. 46.3. How to use this chapter.
- Sec. 46.4. Duties of enforcement official.
- Sec. 46.5. Base flood Elevation.
- Sec. 46.6. Occupation and use of flood fringe areas.
- Sec. 46.7. Occupation and use of designated floodways.
- Sec. 46.8. Occupation and use of special flood hazard areas where floodways are not Identified.
- Sec. 46.9. Permitting requirements applicable to all floodplain areas and protection of Buildings.
- Sec. 46.10. Other development requirements.
- Sec.46.11. Variances .
- Sec. 46.12. Disclaimer of liability.
- Sec. 46.13. Penalty.
- Sec. 46.14. Abrogation and greater restrictions.

### **Sec. 46.1. Purpose.**

This chapter is enacted pursuant to the police powers granted to this Village by 65 ILCS 5/1-2-1, 5/11-12-12, 5/11-30-2, 5/11-30-8, and 5/11-31-2, as amended. The purpose of this chapter is to maintain this Village's eligibility in the National Flood Insurance Program; to minimize potential losses due to periodic flooding including loss of life, loss of property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and to preserve and enhance the quality of surface waters, conserve economic and natural values and provide for the wise utilization of water and related land resources. This chapter is adopted in order to accomplish the following specific purposes:

- (1) To meet the requirements of 615 ILCS 5/18(g) Rivers, Lakes and Streams Act, as amended;
- (2) To assure that new development does not increase the flood or drainage hazards to others, or creating unstable conditions susceptible to erosion;
- (3) To protect new buildings and major improvements to buildings from flood damage;
- (4) To protect human life and health from the hazards of flooding;
- (5) To lessen the burden on the taxpayer for flood control projects, repairs to flood-damaged public facilities and utilities, and flood rescue and relief operations;
- (6) To make federally subsidized flood insurance available for property in the Village by fulfilling the requirements of the National Flood Insurance Program;
- (7) To comply with the rules and regulations of the National Flood Insurance Program codified as 44 CFR 59-79, as amended;
- (8) To protect, conserve, and promote the orderly development of land and water resources; and
- (9) To preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits and enhance community and economic development.

### **Sec. 46-2. Definitions.**

For the purpose of this chapter, and the interpretation and enforcement thereof, the following terms, phrases, words and their derivations shall have the meanings

given herein, unless the context in which they are used shall indicate otherwise. When not inconsistent with the context, words used in the present tense include the future, words in the singular number include the plural number, and words in the plural number include the singular number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

*Accessory structure* means a non-habitable structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

*Act* means an act in relation to the regulation of the rivers, lakes and streams of the State of Illinois", 615 ILCS 5/5 et seq.

*Applicant* means any person, firm, corporation or agency which submits an application.

*Appropriate use* means only uses of the designated floodway that are permissible and will be considered for permit issuance. The only uses that will be allowed are as specified in Section 46.7(2).

*Base flood* means the flood having a one-percent chance of being equaled or exceeded in any given year. The base flood is also known as the 100-year frequency flood event. Application of the base flood elevation at any location is as defined in Section 46.5 of this Chapter.

*Base flood elevation (BFE)* means the elevation in relation to mean sea level of the crest of the base flood.

*Basement* means that portion of the building having its floor subgrade (below ground level) on all sides.

*Buffer* means an area of predominantly vegetated land located adjacent to channels, wetlands, lakes or ponds for the purpose of reducing contaminants in stormwater that flows to such areas.

*Building* means a walled and roofed structure, including gas or liquid storage tank, that is principally above ground, including manufactured homes, prefabricated buildings, and gas or liquid storage tanks. The term also includes recreational vehicles and travel trailers installed on a site for more than 180 days per year.

*Channel* means any river, stream, creek, brook, branch, natural or artificial depression, ponded area, flowage, slough, ditch, conduit, culvert, gully, ravine, wash, or natural or man-made drainageway, which has a definite bed and banks or shoreline, in or into which surface or groundwater flows, either perennially or intermittently.

*Channel Modification* means alteration of a channel by changing the physical dimensions or materials of its bed or banks. Channel modification includes damming, rip-rapping (or other armoring), widening, deepening, straightening, relocating, lining and significant removal of native vegetation from the bottom or banks. Channel modification does not include the clearing of dead or dying vegetation, debris, or trash from the channel. Channelization is a severe form of channel modification involving a significant change in the channel cross-section and typically involving relocation of the existing channel (e.g. straightening).

*Compensatory storage* means an artificially excavated, hydraulically equivalent volume of storage within the SFHA used to balance the loss of natural flood storage capacity when artificial fill or structures are placed within the floodplain. The uncompensated loss of natural floodplain storage can increase off-site floodwater elevations and flows.

*Conditional approval of a designated floodway map change* means preconstruction approval by IDNR/OWR and FEMA of a proposed change to the floodway map. This preconstruction approval, pursuant to this Part, gives assurances to the property owner that once an Appropriate Use is constructed according to permitted plans, the floodway map can be changed, as previously agreed, upon review and acceptance of as-built plans.

*Conditional letter of map revision (CLOMR)* means a letter which indicates that FEMA will revise base flood elevations, flood insurance rate zones, flood boundaries or floodway as shown on an effective Flood Hazard Boundary Map or Flood Insurance Rate Map, once the as-built plans are submitted and approved.

*Control structure* means a structure designed to control the rate of flow that passes through the structure, given a specific upstream and downstream water surface elevation.

*Critical facility* means any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk. Examples of critical facilities where flood protection should be required include: emergency services facilities (such as fire and police stations), schools, hospitals, retirement homes and senior care facilities, major roads and bridges, critical utility sites (telephone switching stations or electrical transformers), and hazardous material storage facilities (chemicals, petrochemicals, hazardous or toxic substances). Examples of critical facilities where flood protection is recommended include: sewage treatment plants, water treatment plants, and pumping stations.

*Dam means* all obstructions, wall embankments or barriers, together with their abutments and appurtenant works, if any, constructed for the purpose of storing

or diverting water or creating a pool. Dams may also include weirs, restrictive culverts or impoundment structures. Underground water storage tanks are not included.

*Depressional storage means* the volume contained below a closed contour on a one-foot contour interval topographic map, the upper elevation which is determined by the invert of a surface gravity outlet.

*Designated floodway means* the channel, including on-stream lakes, and that portion of the floodplain adjacent to a stream or watercourse, generally depicted on the FEMA FIRM map, which is needed to store and convey the existing 100-year frequency flood discharge with no more than a 0.1 foot increase in stage due to the loss of flood conveyance or storage, and no more than a 10 percent increase in velocities.

(1) The floodways are designated for Thorn Creek, Deer Creek, Butterfield Creek, and the East Branch of Butterfield Creek on the following map panel numbers 17031C0739J, 17031C0743J, 17031C0802J, 17031C0806J, and 17031C0807J, of the countywide Flood Insurance Rate Map for Cook County prepared by FEMA and dated August 19, 2008; and on the following map panel numbers 17197C0354F and 17197C 0358F, of the countywide Flood Insurance Rate Maps of Will County prepared by FEMA and dated November 6, 2000. When two floodway maps exist for a waterway, the more restrictive floodway limit shall prevail.

(2) The floodways for those parts of unincorporated Cook and Will Counties that are within the extraterritorial jurisdiction of the Village that may be annexed into the Village are designated for Thorn Creek, Deer Creek, Butterfield Creek and the East Branch of Butterfield Creek on the following map panel numbers 17031C0738J, 17031C0739J, 17031C0743J, 17031C0801J, 17031C0802J, 17031C0806J, and 17031C0807J, of the countywide Flood Insurance Rate Map for Cook County prepared by FEMA and dated August 19, 2008; and on the following map panel numbers 17197C0353E, 17197C0354F, 17197C0358F, 17197C0359F and 17197C0362E, of the countywide Flood Insurance Rate Maps of Will County prepared by FEMA and dated September 6, 1995 and November 6, 2000.

(3) To locate the designated floodway boundary on any site, the designated floodway boundary should be scaled off the designated floodway map and located on a site plan, using reference marks common to both maps. Where interpretation is needed to determine the exact location of the designated floodway boundary, IDNR/OWR should be contacted for the interpretation.

*Developer means* a person who creates or causes a development.

*Development* means any man-made change to real estate, including:

- (1) Construction, reconstruction, repair, or placement of a building or any addition to a building.
- (2) Installing a manufactured home on a site, preparing a site for a manufactured home, or installing a travel trailer or recreational vehicle on a site for more than 180 days. If the travel trailer or recreational vehicle is on site for more than 180 days, it must be fully licensed and ready for highway use.
- (3) Drilling, mining, installing utilities, construction of roads, bridges, or similar projects.
- (4) Demolition of a structure or redevelopment of a site.
- (5) Clearing of land as an adjunct of construction
- (6) Construction or erection of levees, walls, fences, dams, or culverts; channel modification; filling, dredging, grading, excavating, paving, or other non-agricultural alterations of the ground surface; storage of materials; deposit of solid or liquid waste;
- (7) Any other activity of man that might change the direction, height, or velocity of flood or surface water, including extensive vegetation removal;
- (8) Substantial improvement of an existing building.

Development does not include routine maintenance of existing buildings and facilities such as re-roofing or re-surfacing of roads when there is no increase in elevation, or gardening, plowing, and similar agricultural practices that do not involve filling, grading, or construction of levees.

*Drainage area* means the land area above a given point that may contribute runoff flow at that point from rainfall.

*Elevation certificate* means a form published by FEMA that is used to certify the elevation to which a building has been elevated.

*Erosion* means the general process whereby soils are moved by flowing water or wave action.

*Exempt organizations* means organizations which are exempt from this chapter per Illinois Compiled Statutes (ILCS) including state, federal or local units of government.

*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) has been completed before April 1, 1990.

*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

*FEMA* means the Federal Emergency Management Agency and its regulations at 44 CFR 59-79, as amended.

*Flood* means a general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal waves, or the unusual and rapid accumulation or runoff of surface waters from any source.

*Flood frequency* means a period of years, based on a statistical analysis, during which a flood of a stated magnitude may be expected to be equaled or exceeded.

*Flood fringe* means that portion of the floodplain outside of the designated floodway. See commentary on “designated floodway”.

*Flood insurance rate map (FIRM)* means a map prepared by FEMA that depicts the Special Flood Hazard Area (SFHA) within a community. This map includes insurance rate zones and floodplains and may or may not depict floodways.

*Flood insurance study means* an examination, evaluation and determination of flood hazards and if appropriate, corresponding water surface elevations.

*Floodplain* means that land typically adjacent to a body of water with ground surface elevations at or below the base flood or the 100-year frequency flood elevation. Floodplains may also include detached Special Flood Hazard Areas, ponding areas, etc. The floodplain is also known as the Special Flood Hazard Area (SFHA).

(1) The floodplains are those lands within the jurisdiction of the Village that are subject to inundation by the base flood or 100-year frequency flood. The SFHAs of the Village are designated for Thorn Creek, Deer Creek, Butterfield Creek, and the East Branch of Butterfield Creek and generally identified as SFHAs on panel number(s) 17031C0739J, 17031C0743J, 17031C0802J, 17031C0806J, and 17031C0807J of the Cook County Flood Insurance Rate Map of the Village prepared by the Federal Emergency

Management Agency and dated August 19, 2008, and on panel number(s) 17197C0354F and 17197C0358F of the Will County Flood Insurance Rate Map of the Village prepared by the Federal Emergency Management Agency and dated November 6, 2000.

(2) The SFHAs of those parts of unincorporated Cook and Will Counties that are within the extraterritorial jurisdiction of the Village or that may be annexed into the Village are designated for Thorn Creek, Deer Creek, Butterfield Creek, and the East Branch of Butterfield Creek and generally identified as SFHAs on panel numbers(s) 17031C0738J, 17031C0739J, 17031C0743J, 17031C0801J, 17031C0802J, 17031C0806J, and 17031C0807J of the Cook County Flood Insurance Rate Map of the Village prepared by the Federal Emergency Management Agency and dated August 19, 2008, and on panel number(s) 17197C0353E, 17197C0354F, 17197C0358F, 17197C0359F and 17197C0362E of the Will County Flood Insurance Rate Map of the Village prepared by the Federal Emergency Management Agency and dated September 6, 1995 and November 6, 2000.

*Floodproofing* means any combination of structural and non-structural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

*Floodproofing certificate means* a form published by FEMA that is used to certify that a building has been designed and constructed to be structurally dry floodproofed to the flood protection elevation.

*Flood protection elevation (FPE) means* the elevation of the base flood or 100-year frequency floods plus one foot of freeboard at any given location in the SFHA.

*Floodway* See “Designated Floodway”.

*Freeboard* means an increment of elevation added to the base flood elevation to provide a factor of safety for uncertainties in calculations, unknown localized conditions, wave actions and unpredictable effects such as those caused by ice or debris jams.

*Historic Structure* means any structure that is:

(1) Listed individually in the National Register of Historic Places or preliminary determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminary determined by the Secretary of the Interior as contributing to the historic district or a district preliminary determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on the State inventory of historic places by the Illinois Historic Preservation Agency;

(4) Individually listed on a local inventory of historic places that has been certified by the Illinois Historic Preservation Agency.

*Hydraulics* means the science and study of the mechanical behavior of water in physical systems and processes.

*Hydraulically equivalent compensatory storage* means compensatory storage either adjacent to the floodplain fill or not located adjacent to the development but can be shown by hydrologic and hydraulic analysis to be equivalent to compensatory storage located adjacent to the development.

*Hydrologic and hydraulic calculations* means engineering analyses which determine expected flood flows and flood elevations based on land characteristics and rainfall events.

*Hydrology* means the science of the behavior of water, including its dynamics, composition, and distribution in the atmosphere, on the surface of the earth, and underground.

*IDNR/OWR* means the Illinois Department of Natural Resources, Office of Water Resources.

*Intermittent stream* means a stream whose bed intersects the groundwater table for only a portion of the year on the average or any stream which flows continuously for at least one month out of the year but not the entire year.

*Lake* means a natural or artificial body of water encompassing an area of two or more acres, which retains water throughout the year.

*Letter of map amendment (LOMA)* means an official determination by FEMA that a specific structure is not in a 100-year floodplain; amends the FIRM.

*Letter of map revision (LOMR)* means a letter that revises base flood or 100-year frequency flood elevations, floodplains or floodways as shown on an effective FIRM.

*Letter of map revision with fill (LOMR-F)* means a letter from FEMA stating that an existing structure or parcel of land that has been elevated by fill would not be inundated by the base flood.

*Lowest floor* means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure usable solely for parking of vehicles, building access or storage, in an area other than a basement area is not considered a buildings lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter.

*Manufactured home* means a structure, transportable in one or more sections, which is built on a permanent chassis and is designated for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” also includes park trailers, travel trailers and other similar vehicles placed on site for more than 180 consecutive days. The term “manufactured home” does not include a “recreational vehicle”.

*Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

*Mitigation* includes those measures necessary to minimize the negative effects which floodplain development activities might have on the public health, safety and welfare. Examples of mitigation include: excavation of compensatory storage, soil erosion and sedimentation control, and channel restoration. Mitigation may also include those activities taken to reduce a structure’s susceptibility to flooding.

*National Flood Insurance Program (NFIP)* means the Federal program whose requirements are codified in Title 44 of the Code of Federal Regulations.

*Net watershed benefit* means a finding that, when compared to the existing condition, the developed project will do one of the following: substantially reduce (more than ten percent) downstream peak discharges; reduce downstream flood stages (more than 0.1 ft.); or reduce downstream damages to structures occurring in the pre-development condition. The demonstration of one of these conditions must be through detailed hydrologic and hydraulic analysis of watersheds on a regional scale as approved by the administrator.

*New construction* means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

*New manufactured home park or subdivision* means manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) has been completed on or after April 1, 1990.

NAVD 88 means National American Vertical Datum of 1988. NAVD 88 supersedes the National Geodetic Vertical Datum of 1929 (NGVD).

*Natural* when used in reference to channels means those channels formed by the existing surface topography of the earth prior to changes made by man. A natural stream tends to follow a meandering path; its floodplain is not constrained by levees; the area near the bank has not been cleared, mowed or cultivated; the stream flows over soil and geologic materials typical of the area with no substantial alteration of the course or cross-section of the stream caused by filling or excavating. A modified channel may regain some natural characteristics over time as the channel meanders and vegetation is re-established. Similarly, a modified channel may be restored to more natural conditions by man through regarding and revegetation.

*Ordinary high water mark (OHWM)* means the point on the bank or shore up to which the presence and action of surface water is so continuous so as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation or other easily recognized characteristics.

*Perennial streams* means riverine watercourses whose thalweg generally intersects the groundwater table elevation and flows throughout the year.

*Professional engineer* means an engineer registered in the State of Illinois, under The Illinois Professional Engineering Practice Act. (225 ILCS 325/1 et seq.), as amended.

*Public flood control project* means a flood control project which will be operated and maintained by a public agency to reduce flood damages to existing buildings and structures, including a hydrologic and hydraulic study of the existing and proposed conditions of the watershed. Nothing in this definition shall preclude the design, engineering, construction or financing, in whole or in part, of a flood control project by persons or parties who are not public agencies.

*Public bodies of water* means all open public streams and lakes capable of being navigated by watercraft, in whole or in part, for commercial uses and purposes, and all lakes, rivers, and streams which in their natural condition were capable of being improved and made navigable, or that are connected with or discharge their waters into navigable lakes or rivers within, or upon the borders of the State of Illinois, together with all bayous, sloughs, backwaters, and submerged lands that are open to the main channel or body of water directly accessible thereto.

*Publicly navigable waters* means all streams and lakes capable of being navigated by watercraft.

*Recreational vehicle or travel trailer* means a vehicle which is:

- (1) Built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

*Regional permits* means permits offered for pre-approved projects which are considered minor projects that are permissible per IDNR/OWR Part 3708 rules for Northeastern Illinois regulatory floodways. A complete listing of the terms and conditions for specific project types can be obtained from the IDNR/OWR website.

*Registered land surveyor* means a land surveyor registered in the State of Illinois, under the Illinois Land Surveyors Act, 225 ILCS 330/1 *et seq.*, as amended.

*Registered or licensed professional engineer* means an engineer registered in the State of Illinois, under the Illinois Professional Engineering Practice Act, 225 ILCS 325/1 *et seq.*, as amended.

*Repair, remodeling or maintenance* means development activities which do not result in any increases in the outside dimensions of a building or any changes to the dimensions of a structure.

*Repetitive loss* means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damaged occurred.

*Retention/detention facility* means a retention facility that stores stormwater runoff without a gravity release. A detention facility provides for storage of stormwater runoff and controlled release of this runoff during and after a flood or storm.

*Riverine* means related to, formed by, or resembling a channel (including creeks and rivers).

*Riverine SFHA* means any SFHA subject to flooding from a river, creek, intermittent stream, ditch, on-stream lake system or any other identified channel. This term does not include areas subject to flooding from lakes, ponding areas, areas of sheet flow, or other areas not subject to overbank flooding.

*Runoff* means the water derived from melting snow or rain falling on the land surface, flowing over the surface of the ground or collected in channels or conduits.

*Sedimentation* means the processes that deposit soils, debris, and other materials either on other ground surfaces or in bodies of water or watercourses.

*Special Flood Hazard Area (SFHA)* See “Floodplain”.

*Start of construction* means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date and includes substantial improvement. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or placement of a manufactured home on a foundation.

*Statewide Permits* means permits that are offered for pre-approved projects that are considered minor projects which are permissible per the IDNR/OWR Part 3700 rules. A complete listing of the statewide permits and permit requirements can be obtained from the IDNR/OWR website.

*Structure* See 300.8 “Building”.

*Substantial damage* means damage of any origin sustained by a structure whereby the cumulative percentage of damage equals or exceeds 50 percent of the market value of the structure before the damage occurred regardless of actual repair work performed. Volunteer labor and materials must be included in this determination. The term includes Repetitive Loss Buildings See “Repetitive Loss”.

*Substantial improvement* means any reconstruction, rehabilitation, addition, or improvement of a structure taking place in which the cumulative percentage of improvements equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started.

(1) "Substantial Improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual work done.

(2) The term does not, however, include either:

- a. any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or
- b. any alteration of a “historic structure” listed on the National Register of Historic Places or the Illinois Register of Historic Places, provided that the alteration will not preclude the structure’s continued designation as a historic structure.

*Thalweg* means a line along the lowest point in a channel.

*Transition section* means reaches of the stream or floodway where water flows from a narrow cross-section to a wide cross-section or vice versa.

*Violation* means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance is presumed to be in violation until such time as that documentation is provided.

*Watershed* means all land area drained by, or contributing water to, the same stream, lake, stormwater facility, or draining to a point.

*Watershed plan* means a study and evaluation of an individual drainage basin's stormwater management, floodplain management, water quality and flood control needs and capabilities.

**Sec. 46.3. How to use this chapter.**

- (a) The building commissioner shall be responsible for fulfilling all of the duties set forth in Section 46.4 of this chapter.
- (b) To fulfill the duties set forth in Section 46.4, the building commissioner should first use the criteria set forth in Section 46.5 of this chapter (Base Flood Elevations), to determine whether the development site is located within a floodplain.
- (c) Once it has been determined that a site is located within a floodplain, the building commissioner shall refer the permit to a registered professional engineer under the employ or contract of the village. The registered professional engineer must determine whether the development site is within a flood fringe, a designated floodway, or within a special flood hazard area (SFHA) or floodplain for which no floodway has been identified.
  - (1) If the site is within a flood fringe, the registered professional engineer shall require that the minimum requirements of Section 46.6 be met.

- (2) If the site is within a floodway, the building commissioner shall require that the minimum requirements of Section 46.7 be met.
- (3) If the site is located within a SFHA or floodplain for which no detailed study has been completed and approved, the registered professional engineer shall require that the minimum requirements of Section 46.8 be met.
- (d) In addition, the general requirements of Section 46.9 shall be met for all developments meeting the requirements of Section 46.6, 46.7, or 46.8.
- (e) The building commissioner shall assure that all subdivision proposals shall meet the requirements of Section 46.10.
- (f) If a variance is to be granted for a proposal, the building commissioner shall review the requirements of Section 46.11 to make sure they are met. In addition, the building commissioner shall complete all notification requirements.
- (g) In order to assure that property owners obtain permits as required in this chapter, the building commissioner may take any and all actions as outlined in Section 46.13.

**Sec. 46.4 Duties of the building commissioner.**

(a) *Determining the floodplain designation.*

- (1) The building commissioner shall check all new development sites to determine whether they are in a SFHA.
- (2) If new development sites are located in a SFHA, the building commissioner shall determine whether they are in a floodway, flood fringe or in a floodplain for which a detailed study has not been conducted and which drains more than one (1) square mile.
- (3) The building commissioner shall check whether the development is potentially within an extended SFHA (with a drainage area less than one square mile), indicating that the development would have adverse impacts regarding storage, conveyance, or inundation which would be the basis for the applicant being required to delineate the floodplain and floodway and be subject to the remaining sections of this chapter.

(b) *Professional engineer review.*

- (1) If the development site is within a floodway or in a floodplain for which a detailed study has not been conducted and which drains more than one square mile, the permit shall be referred to a licensed professional engineer

under the employ or contract of the village for review to ensure that the development meets Sections 46.7 or 46.8.

(2) In the case of an appropriate use, the licensed professional engineer shall state in writing that the development meets the requirements of Section 46.7.

(c) *Dam safety requirements.*

(1) Dams are classified as to their size and their hazard/damage potential in the event of failure.

(2) The construction or major modification of all Class I (high hazard) and Class II (moderate hazard) dams require an IDNR/OWR dam safety permit.

(3) Some Class III (low hazard) dams require an IDNR/OWR dam safety permit, depending on the drainage area to the dam, the height of the dam and the impounding capacity behind the dam. Most off-channel detention basins that have an embankment are non-jurisdictional Class III dam. It is not required that IDNR/OWR “sign off” on all non-jurisdictional Class III dams.

(4) A consulting engineer with dam safety knowledge can estimate a hazard classification and determine if an IDNR/OWR dam safety permit is required.

(5) A permit application submittal must be made to IDNR/OWR for the construction or major modification of jurisdictional dams.

(6) Regulated dams may include weirs, restrictive culverts or impoundment structures.

(d) *Other permit requirements.*

The building commissioner shall ensure any and all required federal, state and local permits are received prior to the issuance of a floodplain development permit.

(e) *Plan review and permit issuance.*

(1) The building commissioner shall ensure that all development activities within the SFHAs of the jurisdiction of the village meet the requirements of this chapter, and

(2) The building commissioner shall issue a floodplain development permit in accordance with the provisions of this chapter and other regulations of this community when the development meets the conditions of this chapter.

(f) *Inspection review.*

(3) The building commissioner shall inspect all development projects before, during and after construction to assure proper elevation of the structure and to ensure compliance with the provisions of this chapter; and

(4) The building commissioner shall schedule on an annual basis an inspection of the floodplain and document the results of the inspection.

(g) *Damage determinations.*

The building commissioner shall make damage determinations of all damaged buildings in the SFHA after a flood to determine substantially damaged structures which must comply with Section 46.9(5)(c).

(h) *Elevation and floodproofing certificates.*

The building commissioner shall maintain permit files including:

(1) An elevation certificate certifying the elevation of the lowest floor (including basement) of a residential or non-residential building subject to Section 46.9 of this Chapter, and/or

(2) The elevation to which a non-residential building has been floodproofed, using a floodproofing certificate, for all buildings subject to Section 46.9 of this chapter.

(i) *Records for public inspection.*

The building commissioner shall maintain for public inspection and furnish upon request base flood data, SFHA and designated floodway maps, copies of federal or state permit documents, variance documentation, conditional letter of map revision, letter of map revision, letter of map amendment and "as-built" elevation and floodproofing and/or elevation certificates for all buildings constructed subject to this chapter.

(j) *State permits.*

The building commissioner shall ensure that construction authorization has been granted by IDNR/OWR, for all development projects subject to Sections 46.7 and 46.8 of this chapter, unless enforcement responsibility has been delegated to the village. However, the following review approvals are not delegated to the village and shall require review or permits from IDNR/OWR:

- (1) Organizations which are exempt from the requirements of this chapter pursuant to the Illinois Compiled Statutes;
- (2) IDNR/OWR projects, dams or impoundment structures as defined in Section 46.2 and all other state, federal or local unit of government projects, including projects of the Village and County, except for those projects meeting the requirements of Section 46.7(2)(a);
- (3) An engineer's determination that an existing bridge or culvert crossing is not a source of flood damage and the analysis indicating the proposed flood profile, per Section 46.7(2)(c)(5);
- (4) An engineer's analysis of the flood profile due to Section 46.7(2)(c)(4);
- (5) Alternative transition sections and hydraulically equivalent compensatory storage as indicated in Sections 46.7(2)(c), 46.7(2)(c)(1), 46.7(2)(c)(2), and 46.7(2)(c)(8);
- (6) Permit issuance of structures within, under, or over publicly navigable rivers, lakes and streams; or
- (7) Any changes in the mapped floodway or published flood profiles.

(k) *Cooperation with other agencies.*

- (1) The building commissioner shall cooperate with state and federal floodplain management agencies to improve base flood or 100-year frequency flood and floodway data and to improve the administration of this Chapter;
- (2) Submit data to IDNR/OWR and FEMA for proposed revisions of a regulatory map within 6 months whenever a modification of the floodplain may change the base flood elevation or result in a change to the floodplain map;
- (3) Submit reports as required for the National Flood Insurance Program; and
- (4) Notify FEMA of any proposed amendments to this Chapter.

(l) *Promulgate regulations.*

The building commissioner shall promulgate rules and regulations as necessary to administer and enforce the provisions of this Chapter, subject however to the review and approval of IDNR/OWR and FEMA for any chapter changes.

**Sec. 46.5 Base flood elevation.**

(a) This Chapter's protection standard is based on the Flood Insurance Study for the Village.

(1) If a base flood elevation or 100-year frequency flood elevation is not available for a particular site, then the protection standard shall be according to the best existing data available from federal, state or other sources.

(2) When a party disagrees with the best available data, they shall submit a detailed engineering study needed to replace existing data with better data and submit it to IDNR/OWR and FEMA for review and consideration prior to any development of the site.

(b) The base flood or 100-year frequency flood elevation for the SFHAs of Thorn Creek, Deer Creek, Butterfield Creek and the East Branch of Butterfield Creek shall be as delineated on the 100-year flood profiles in the Flood Insurance Study of the Cook and Will Counties prepared by FEMA and dated August 19, 2008 and November 6, 2000, respectively, and such amendments to such study and maps as may be prepared from time to time.

(c) The base flood or 100-year frequency flood elevation for the SFHAs of those parts of unincorporated Cook and Will Counties that are within the extraterritorial jurisdiction of the Village or that may be annexed into the Village shall be as delineated on the 100-year flood profiles in the Flood Insurance Study of Cook and Will Counties prepared by FEMA and dated August 19, 2008 and November 6, 2000, respectively, and such amendments or revisions to such study and maps as may be prepared from time to time.

(d) The base flood or 100-year frequency flood elevation for each SFHA delineated as an "AH Zone" or "AO Zone" shall be that elevation (or depth) delineated on the countywide Flood Insurance Rate Map of Cook and Will Counties.

(e) The base flood or 100-year frequency flood elevation for each of the remaining SFHAs delineated as an "A Zone" on the countywide Flood Insurance Rate Map of Cook and Will Counties shall be according to the best existing data available from federal, state or other sources. Should no other data exist, an engineering study must be financed by the applicant to determine base flood elevations.

(1) When no base flood or 100-year frequency flood elevation exists, the base flood or 100-year frequency flood elevation for a riverine SFHA shall be determined from a backwater model, such as HEC-II, HEC-RAS, or a dynamic model such as HIP.

(2) The flood flows used in the hydraulic models shall be obtained from a hydrologic model, such as HEC-HMS, HEC-1, TR-20, or HIP, or by techniques presented in various publications prepared by the United States Geological Survey for estimating peak flood discharges.

(3) For a non-riverine SFHA, the Base Flood Elevation shall be the historic Flood of Record plus three feet (3), unless calculated by a detailed engineering study.

(4) For an unmapped extended SFHA (with a drainage area less than one square mile) which has been identified by the Building Commissioner pursuant to Section 46.4(a)(3), the base flood elevation shall be determined by the applicant utilizing a method as approved in Section 46.5(e).

#### **Sec. 46.6. Occupation and use of flood fringe areas.**

Development in and/or filling of the flood fringe will be permitted if protection is provided against the base flood or 100-year frequency flood by proper elevation, and compensatory storage, and other applicable provisions of this chapter. No use will be permitted which adversely affects the capacity of drainage facilities or systems. Developments located within the flood fringe shall meet the requirements of this section and the requirements of Section 46.9.

(1) *Development permit.*

a. No person, firm, corporation, or governmental body not exempted by law shall commence any development in the SFHA without first obtaining a development permit from the building commissioner.

b. Application for a development permit shall be made on a form provided by the building commissioner.

1. The application shall be accompanied by drawings of the site, drawn to scale, showing property line dimensions and legal description for the property and sealed by a licensed engineer, architect or land surveyor; existing grade elevations, using the North American Vertical Datum of 1988, and all changes in grade resulting from excavation or filling; the location and dimensions of all buildings and additions to buildings.

2. For all proposed buildings, the elevation of the lowest floor (including basement) and lowest adjacent grade shall be shown on the submitted plans and the development will be subject to the requirements of Section 46.9 of this chapter.

c. Upon receipt of a development permit application, the building commissioner shall compare the elevation of the site to the base flood or 100-year frequency flood elevation.

1. Any development located on land that can be shown to be higher than the base flood elevation of the current Flood Insurance Rate Map and which has not been filled after the date of the site's first Flood Insurance Rate Map without a permit as required by this chapter is not in the SFHA and, therefore, not subject to the requirements of this chapter. Conversely, any development located on land shown to be below the base flood elevation and hydraulically connected, but shown on the current Flood Insurance Rate Map is subject to the provisions of this chapter.

2. The building commissioner shall maintain documentation of the existing ground elevation at the development site and certification that this ground elevation existed prior to the date of the site's first Flood Insurance Rate Map identification.

d. A soil erosion and sediment control plan for disturbed areas shall be submitted. This plan shall include a description of the sequence of grading activities and the temporary sediment and erosion control measures to be implemented to mitigate their effects. This plan shall also include a description of final stabilization and revegetation measures, and the identification of a responsible party to ensure post-construction maintenance.

e. The building commissioner shall be responsible for obtaining from the applicant copies of all other federal, state, and local permits, approvals or waivers that may be required for this type of activity. The Building Commissioner shall not issue a permit unless all other federal, state, and local permits have been obtained.

(2) *Preventing increased damages.*

No development in the flood fringe shall create a threat to public health and safety.

a. If fill is being used to elevate the site above the base flood or 100-year frequency flood elevation, the applicant shall submit sufficient data and obtain a letter of map revision (LOMR) from FEMA for the purpose of removing the site from the floodplain.

- b. Compensatory storage.
  - 1. Whenever any portion of a floodplain is authorized for use, the volume of space which will be occupied by the authorized fill or structure below the base flood or 100-year frequency flood elevation shall be compensated for and balanced by a hydraulically equivalent volume of excavation taken from below the base flood or 100-year frequency flood elevation.
  - 2. The excavation volume shall be at least equal to 1.5 times the volume of storage lost due to the fill or structure
  - 3. In the case of streams and watercourses, such excavation shall be made opposite or adjacent to the areas so filled or occupied.
  - 4. All floodplain storage lost below the existing 10-year flood elevation shall be replaced below the proposed 10-year flood elevation. All floodplain storage lost above the existing 10-year flood elevation shall be replaced above the proposed 10-year flood elevation.
  - 5. All such excavations shall be constructed to drain freely and openly to the watercourse.

*(3) Construction of the lowest floor below the base flood elevation (BFE).*

A person who has obtained a letter of map revision based on fill that removes a site in the flood fringe from the floodplain due to the use of fill to elevate the site above the BFE, may apply for a permit from the village to construct the lowest floor of a residential building below the BFE in the flood fringe. The building commissioner shall not issue such a permit unless the applicant has complied with all the criteria set forth in the following subsection.

- a. Compensatory storage shall be provided per 46.6(2)(b).
- b. The elevation of the lowest opening in the basement wall (i.e., window wells, access ways) shall be at or above the Flood Protection Elevation (FPE).
- c. The lowest adjacent grade to the foundation shall be at or above the FPE, for a minimum distance of ten (10) feet beyond the outside face of the structure. However, if site conditions are such

that this requirement cannot be met, the Building Commissioner may waive the ten (10) foot minimum setback if an Illinois licensed professional engineer certifies that an alternative method to protect the building from damage due to hydrostatic pressures has been met. The certifications shall be in the form of a detailed soils and structural design analysis, which shall be submitted to the building commissioner for review. The building commissioner may require such additional documentation as necessary to prove that the proposed shorter setback distance will keep the structure reasonably safe. In no case shall the setback distance be less than four (4) feet.

d. The grade around the perimeter of the structure, measured at a distance of twenty (20) feet from the structure, shall be above the BFE. However, if site conditions are such that this requirement cannot be obtained, the building commissioner may waive the twenty (20) foot minimum setback distance if an Illinois Licensed Professional Engineer certifies that an alternative method to protect the building from damages due to hydrostatic pressures have been met. A detailed soils analysis and structural design proving that a shorter setback distance will keep the structure reasonably safe from flooding, shall be submitted to the village for review. In no case shall the setback distance be less than four (4) feet.

e. The ground around the building shall be compacted fill that meets all requirements of this subsection and is at least five (5) feet thick under the basement floor slab. Nothing in this subsection shall be interpreted to require the removal or replacement of fill that was placed as part of a LOMR-F, if such fill consists of material, including soils of similar classification and degree permeability, such as those classified as CH, CL, SC or ML according to ASTM standard D-2487, Classification of Soils for Engineering Purposes.

f. The fill material must be homogeneous and isotropic; that is, the soil must be all of one material, and the engineering priorities must be in the same direction.

g. All fill material and compaction shall be designed, certified and inspected by an Illinois licensed professional engineer, as warranted by the site conditions.

h. The basement floor shall be at an elevation that is no more than five (5) below the BFE.

i. There shall be a granular drainage layer beneath the floor slab, and minimum of one quarter ( $\frac{1}{4}$ ) horsepower sump pump with a backup power supply shall be provided to remove seepage flow. The pump shall be rated at four (4) times the estimated seepage rate and shall discharge above the BFE and away from the building in order to prevent flooding of the basement or uplift of the floor under the effect of the seepage pressure.

j. The drainage system shall be equipped with a positive means of preventing backflow.

k. All foundation elements shall be designed to withstand hydrostatic pressure in accordance with accepted engineering practices.

l. If the applicant is unable to meet all of the requirements set forth in the preceding paragraphs of this subsection, the Building Commissioner may allow the construction of a basement below the BFE only if the applicant demonstrates that the proposed fill and structure meet the guidelines and requirements set forth in FEMA Technical Bulletin 10-01 and are reasonably safe from flooding. In order to demonstrate that the proposed structure is reasonably safe from flooding, the applicant shall submit a detailed engineering analysis of the proposed fill and foundation wall. The engineered basement study shall be completed in accordance with the latest edition of FEMA Technical Bulletin 10-01, with the analysis of the fill being prepared by an Illinois Licensed Professional Engineer.

m. In order to provide the required compensatory storage on site, in no case shall the depth of excavation in the front and side yards of the lot exceed eighteen (18) inches, as measured from the previously existing natural grade. The rear yard shall be permitted to have a greater depth of excavation, if necessary. All such excavation shall be constructed to drain freely and openly to the watercourse or storm sewer system. The use of mechanical means to drain the compensatory storage area will not be permitted.

#### **Sec. 46.7. Occupation and use of designated floodways.**

This section applies to proposed development, redevelopment, site modification or building modification within a designated floodway. The designated floodway for Thorn Creek, Deer Creek, Butterfield Creek and the East Branch of Butterfield Creek shall be as delineated on the countywide Flood Insurance Rate Map of Cook and Will Counties and referenced in Section 46.2. Only those uses and structures will be permitted which meet the criteria in this section. All floodway modifications shall be the minimum necessary to

accomplish the purpose of the project. The development shall also meet the requirements of Section 46.9.

(1) *Development Permit.*

No person, firm, corporation or governmental body not exempted by state law shall commence any development in a floodway without first obtaining a development permit from the Building Commissioner and IDNR/OWR.

a. Application for a development permit shall be made on a form provided by the Building Commissioner. The application shall include the following information:

1. Name and address of applicant
2. Site location (including legal description) of the property, drawn to scale, on the designated floodway map, indicating whether it is proposed to be in an incorporated or unincorporated area;
3. Name of stream or body of water affected;
4. Description of proposed activity;
5. Statement of purpose of proposed activity;
6. Anticipated dates of initiation and completion of activity;
7. Name and mailing address of the owner of the subject property if different from the applicant;
8. Signature of the applicant or the applicant's agent;
9. If the applicant is a corporation, the president or other authorized officer shall sign the application form;
10. If the applicant is a partnership, each partner shall sign the application form; and
11. If the applicant is a land trust, the trust officer shall sign the name of the trustee by him/her as trust officer. A disclosure affidavit shall be filed with the application, identifying each beneficiary of the trust by name and address and defining the respective interests therein.

12. Plans of the proposed activity shall be provided which include as a minimum:

(a) A vicinity map showing the site of the activity, name of the waterway, boundary lines, names of roads in the vicinity of the site, graphic or numerical scale, and north arrow;

(b) A plan view of the project and engineering study reach showing existing and proposed conditions including principal dimensions of the structure or work, elevations, using the North American Vertical Datum of 1988, adjacent property lines and ownership, drainage and flood control easements, location of any channels and any existing or future access roads, distance between proposed activity and navigation channel (when the proposed construction is near a commercially navigable body of water), designated floodway limit, floodplain limit, specifications and dimensions of any proposed channel modifications, location and orientation of cross-sections, north arrow, and a graphic or numerical scale;

(c) Cross-section views of the project and engineering study reach showing existing and proposed conditions including principal dimensions of the work as shown in plan view, existing and proposed elevations, normal water elevation, 10-year frequency flood elevation, 100-year frequency flood elevation, and graphic or numerical scales (horizontal and vertical);

(d) A soil erosion and sediment control plan for disturbed areas. This plan shall include a description of the sequence of grading activities and the temporary sediment and erosion control measures to be implemented to mitigate their effects. This plan shall also include a description of final stabilization and revegetation measures, and the identification of a responsible party to ensure post-construction maintenance.

(e) A copy of the designated floodway map, marked to reflect any proposed change in the designated floodway location.

(f) Any and all other federal, state, and local permits or approval letters that may be required for this type of development.

(g) Engineering calculations and supporting data shall be submitted showing that the proposed work will meet the permit criteria of Section 46.7(2).

(h) If the designated floodway delineation, base flood or 100-year frequency flood elevation will change due to the proposed project, the application will not be considered complete until IDNR/OWR has indicated conditional approval of the designated floodway map change. No structures may be built until a Letter of Map Revision has been approved by FEMA.

13. The application for a structure shall be accompanied by drawings of the site, drawn to scale showing property line dimensions and existing ground elevations and all changes in grade resulting from any proposed excavation or filling, and floodplain and floodway limits; sealed by a licensed professional engineer, licensed architect or licensed land surveyor; the location and dimensions of all buildings and additions to buildings; and the elevation of the lowest floor (including basement) of all proposed buildings subject to the requirements of Section 46.9 of this Chapter.

14. If the proposed project involves a channel modification, the applicant shall submit the following information:

(a) A discussion of the purpose of and need for the proposed work;

(b) A discussion of the feasibility of using alternative locations or methods [see Section 46.7(2)(c)(9)] to accomplish the purpose of the proposed work;

(c) An analysis of the extent and permanence of the impacts each feasible alternative identified in Section 46.7(2)(c)(9) of this Section would have on the

physical and biological conditions of the body of water affected; and

(d) An analysis of the impacts of the proposed project, considering cumulative effects on the physical and biological conditions of the body of water affected.

b. The building commissioner shall be responsible for obtaining from the applicant copies of all other federal, state, and local permits and approvals that may be required for this type of activity.

1. The building commissioner shall not issue the development permit unless all required federal and state permits have been obtained.

2. A licensed professional engineer, under the employ or contract of the village shall review and approve applications reviewed under this section.

(2) *Preventing increased damages and a list of appropriate uses.*

a. The only development in a floodway which will be allowed are Appropriate Uses, which will not cause a rise in the base flood elevation, and which will not create a damaging or potentially damaging increase in flood heights or velocity or be a threat to public health and safety and welfare or impair the natural hydrologic and hydraulic functions of the floodway or channel, or permanently impair existing water quality or aquatic habitat. Construction impacts shall be minimized by appropriate mitigation methods as called for in this Chapter. Only those Appropriate Uses listed in 17 Ill. Adm. Code Part 3708 will be allowed. The approved Appropriate Uses are as follows:

1. Flood control structures, dikes, dams and other public works or private improvements relating to the control of drainage, flooding, erosion, or water quality or habitat for fish and wildlife.

2. Structures or facilities relating to the use of, or requiring access to, the water or shoreline, such as pumping and treatment facilities, and facilities and improvements related to recreational boating, commercial shipping and other functionally water dependent uses;

3. Storm and sanitary sewer relief outfalls;

4. Underground and overhead utilities;
5. Recreational facilities such as playing fields and trail systems, including any related fencing (at least 50 percent open when viewed from any one direction) built parallel to the direction of flood flows, and including open air pavilions and toilet facilities (4 stall maximum) that will not block flood flows nor reduce floodway storage.
6. Bridges, culverts, roadways, sidewalks, railways, runways and taxiways and any modification thereto;
7. Floodproofing activities to protect previously existing lawful structures including the construction of water tight window wells, elevating structures, or construction of floodwalls around residential, commercial or industrial principal structures where the outside toe of the floodwall shall be no more than ten (10) feet away from the exterior wall of the existing structure, and, which are not considered substantial improvements to the structure.
8. The replacement, reconstruction, or repair of a damaged building, provided that the outside dimensions are not increased, and if the building was damaged to fifty (50%) percent or more of the market value before the damage occurred, the building will be protected from flooding to the flood protection elevation.
9. Modifications to an existing building that would not increase the enclosed floor area of the building below the 100-year frequency flood elevation, and which will not block flood flows including but not limited to, fireplaces, bay windows, decks, patios, and second story additions. If the building is improved to fifty (50%) percent or more of the market value before the modification occurred (i.e., a substantial improvement), the building will be protected from flooding to the flood protection elevation.

b. Appropriate uses do not include the construction or placement of any new structures, fill, building additions, buildings on stilts, excavation or channel modifications done to accommodate otherwise non-appropriate uses in the floodway, fencing (including landscaping or planting designed to act as a fence) and storage of materials except as specifically defined above as an Appropriate Use.

c. Within the designated floodway, the construction of an appropriate use, will be considered permissible provided that the proposed project meets the following engineering and mitigation criteria and is so stated in writing with supporting plans, calculations and data by a licensed professional engineer and provided that any structure meets the protection requirements of Section 46.9 of this chapter:

1. Preservation of Flood Conveyance, so as Not to Increase Flood Stages Upstream. For appropriate uses other than bridge or culvert crossings, on-stream structures or dams, all effective designated floodway conveyance lost due to the project will be replaced for all flood events up to and including the 100-year frequency flood. In calculating effective designated floodway conveyance, the following factors shall be taken into consideration:

(a) Designated floodway conveyance, "K" =  $(1.486/n)(AR^{2/3})$  where "n" is Manning's roughness factor, "A" is the effective flow area of the cross-section, and "R" is the ratio of the area to the wetted perimeter. (See Ven Te Chow, *Open Channel Hydraulics*, (McGraw-Hill, New York 1959)).

(b) The same Manning's "n" value shall be used for both existing and proposed conditions unless a recorded maintenance agreement with a federal, state, or local unit of government can assure the proposed conditions will be maintained or the land cover is changing from a vegetative to a non-vegetative land cover.

(c) Transition sections shall be provided and used in calculations of effective designated floodway conveyance. The following expansion and contraction ratios shall be used unless an applicant's engineer can prove to IDNR/OWR through engineering calculations or model tests that more abrupt transitions may be used with the same efficiency:

(1) When water is flowing from a narrow section to a wider section, the water should be assumed to expand no faster than at a rate of

one foot horizontal for every four feet of the flooded stream's length.

(2) When water is flowing from a wide section to a narrow section, the water should be assumed to contract no faster than at a rate of one foot horizontal for every one foot of the flooded stream's length.

(3) When expanding or contracting flows in a vertical direction, a minimum of one foot vertical transition for every ten feet of stream length shall be used.

(4) Transition sections shall be provided between cross-sections with rapid expansions and contractions and when meeting the designated floodway delineation on adjacent properties.

(5) All cross-sections used in the calculations shall be located perpendicular to flood flows.

2. Preservation of floodway storage so as not to increase downstream flooding.

(a) Compensatory storage shall be provided for any designated floodway storage lost due to the proposed work from the volume of fill or structures placed and the impact of any related flood control projects.

(b) Compensatory storage for fill or structures shall be equal to at least 1.5 times the volume of floodplain storage lost.

(c) Artificially created storage lost due to a reduction in head loss behind a bridge shall not be required to be replaced.

(d) The compensatory designated floodway storage shall be placed between the proposed normal water elevation and the proposed 100-year flood elevation. All designated floodway storage lost below the existing 10-year flood elevation shall be replaced below the proposed 10-year flood elevation. All designated floodway storage lost above the existing

10-year flood elevation shall be replaced above the proposed 10-year flood elevation. All such excavations shall be constructed to drain freely and openly to the watercourse.

(e) If the compensatory storage will not be placed at the location of the proposed construction, the applicant's engineer shall demonstrate through a determination of flood discharges and water surface elevations that the compensatory storage is hydraulically equivalent.

(f) There shall be no reduction in floodway surface area as a result of a floodway modification, unless such modification is necessary to reduce flooding at existing structure.

3. Preservation of floodway velocities so as not to increase stream erosion or flood heights.

(a) For all appropriate uses, except bridges or culverts or on-stream structures, the proposed work will not result in an increase in the average channel or designated floodway velocities or stage for all flood events up to and including the 100-year frequency event.

(b) In the case of bridges or culverts or on-stream structures built for the purpose of backing up water in the stream during normal or flood flows, velocities may be increased at the structure site if scour, erosion and sedimentation will be avoided by the use of rip-rap or other design measures.

4. Construction of new bridges or culvert crossings and roadway approaches.

(a) The proposed structure shall not result in an increase of upstream flood stages greater than 0.1 foot when compared to the existing conditions for all flood events up to and including the 100-year frequency event; or the upstream flood stage increases will be contained within the channel banks (or within existing vertical extensions of the channel banks) such as within the design protection grade of

existing levees or flood walls or within recorded flood easements.

(b) If the proposed construction will increase upstream flood stages greater than 0.1 feet, the developer must contact IDNR/OWR to obtain a permit for a dam or waiver.

(1) The engineering analysis of upstream flood stages must be calculated using the flood study flows, and corresponding flood elevations for tailwater conditions for the flood study specified in Section 46.5 of this Chapter. Bridges and Culverts must be analyzed using any commonly accepted FEMA approved hydraulic models.

(2) Lost floodway storage must be compensated for per Section 46.7(2)(c)(2).

(3) Velocity increases must be mitigated per Section 46.7(2)(c)(3).

(4) If the crossing is proposed over public water that is used for recreational or commercial navigation, an IDNR/OWR permit must be received.

(5) The hydraulic analysis for the backwater caused by the bridge showing the existing condition and proposed regulatory profile must be submitted to IDNR/OWR for concurrence that a CLOMR is not required by Section 46.7(2).

(6) All excavations for the construction of the crossing shall be designed per Section 46.7(2)(c)(8).

5. Reconstruction or modification of existing bridges, culverts, and approach roads.

(a) The bridge or culvert and roadway approach reconstruction or modification shall be constructed with no more than 0.1 foot increase in backwater over the existing flood profile for all flood frequencies up

to and including the 100-year event, if the existing structure is not a source of flood damage.

(b) If the existing bridge or culvert and roadway approach is a source of flood damage to buildings or structures in the upstream floodplain, the applicant's engineer shall evaluate the feasibility of redesigning the structure to reduce the existing backwater, taking into consideration the effects on flood stages on upstream and downstream properties.

(c) The determination as to whether or not the existing crossing is a source of flood damage and should be redesigned must be prepared in accordance with 17 Ill. Adm. Code Part 3708 (Floodway Construction in Northeastern Illinois) and submitted to IDNR/OWR for review and concurrence before a permit is issued.

6. On-Stream structures built for the purpose of backing up water.

(a) Any increase in upstream flood stages greater than 0.0 foot when compared to the existing conditions, for all flood events up to and including the 100-year frequency event shall be contained within the channel banks (or within existing vertical extensions of the channel banks) such as within the design protection grade of existing levees or flood walls or within recorded flood easements.

(b) A permit or letter indicating a permit is not required must be obtained from IDNR/OWR for any structure built for the purpose of backing up water in the stream during normal or flood flow.

(c) All dams and impoundment structures as defined in Section 46.2 shall meet the permitting requirements of 17 Ill. Adm. Code Part 3702 (Construction and Maintenance of Dams). If the proposed activity involves a modification of the channel or floodway to accommodate an impoundment, it shall be demonstrated that:

(1) The impoundment is determined to be in the public interest by providing flood control,

public recreation, or regional stormwater detention;

(2) The impoundment will not prevent the migration of indigenous fish species, which require access to upstream areas as part of their life cycle, such as for spawning;

(3) The impoundment will not cause or contribute to degraded water quality or habitat conditions. Impoundment design should include gradual bank slopes, appropriate bank stabilization measures and a pre-sedimentation basin.

(4) A non-point source control plan has been implemented in the upstream watershed to control the effects of sediment runoff as well as minimize the input of nutrients, oil and grease, metals, and other pollutants. If there is more than one municipality in the upstream watershed, the municipality in which the impoundment is constructed should coordinate with upstream municipalities to ensure comprehensive watershed control;

(5) The project otherwise complies with the requirements of Section 46.7.

#### 7. Flood Proofing of Existing Habitable, Residential and Commercial Structures.

(a) If construction is required beyond the outside dimensions of the existing building, the outside perimeter of the floodproofing construction shall be placed no further than 10 feet from the outside of the building.

(b) Compensation of lost storage and conveyance will not be required for floodproofing activities.

#### 8. Excavation in the Floodway.

(a) When excavation is proposed in the design of bridges and culvert openings, including the modifications to and replacement of existing bridge

and culvert structures, or to compensate for lost conveyance or other Appropriate Uses, transition sections shall be provided for the excavation.

(b) The following expansion and contraction ratios shall be used unless an applicant's engineer can prove to IDNR/OWR through engineering calculations or model tests that more abrupt transitions may be used with the same efficiency:

(1) When water is flowing from a narrow section to a wider section, the water should be assumed to expand no faster than at a rate of one foot horizontal for every four feet of the flooded stream's length; and

(2) When water is flowing from a wide section to a narrow section, the water should be assumed to contract no faster than at a rate of one foot horizontal for every one foot of the flooded stream's length; and

(3) When expanding or contracting flows in a vertical direction, a minimum of one foot vertical transition for every ten feet of stream length shall be used; and

(4) Erosion/scour protection shall be provided inland upstream and downstream of the transition sections.

9. If the proposed activity involves a channel modification, it shall be demonstrated that:

(a) There are no practicable alternatives to the activity which would accomplish its purpose with less impact to the natural conditions of the body of water affected. Possible alternatives include levees, bank stabilization, flood proofing of existing structures, removal of structures from the floodplain, clearing the channel, high flow channel, or the establishment of a stream side buffer strip or green belt. Channel modification is acceptable if the purpose is to restore natural conditions and improve water quality and fish and wildlife habitat;

(b) Water quality, habitat, and other natural functions would be significantly improved by the modification and no significant habitat area may be destroyed, or the impacts are offset by the replacement of an equivalent degree of natural resource values;

(c) The activity has been planned and designed and will be constructed in a way which will minimize its adverse impacts on the natural conditions of the body of water affected, consistent with the following criteria:

(1) The physical characteristics of the modified channel shall match as closely as possible those of the existing channel in length, cross-section, slope and sinuosity. If the existing channel has been previously modified, restoration of more natural physical conditions should be incorporated into channel modification design, where practical.

(2) Hydraulically effective transitions shall be provided at both the upstream and downstream ends of the project, designed such that they will prevent erosion.

(3) One-sided construction of a channel shall be used when feasible. Removal of streamside (riparian) vegetation should be limited to one side of the channel, where possible, to preserve the shading and stabilization effects of the vegetation.

(4) Clearing of stabilizing vegetation shall be limited to that which is essential for construction of the channel.

(5) Channel banks shall be constructed with a side slope no steeper than 3:1 horizontal to vertical, wherever practicable. Native vegetation and gradual side slopes are the preferred methods for bank stabilization. Where high velocities or sharp bends necessitate the use of alternative stabilization measures, soil bioengineering techniques,

natural rock or rip-rap are preferred approaches. Artificial materials such as concrete, gabions, or construction rubble should be avoided unless there are no practicable alternatives.

(6) All disturbed areas associated with the modification shall be seeded or otherwise stabilized as soon as possible upon completion of construction. Erosion blanket or an equivalent material shall be required to stabilize disturbed channel banks prior to establishment of the vegetative cover.

(7) If the existing channel contains considerable bottom diversity such as deep pools, riffles, and other similar features, such features shall be provided in the new channel. Spawning and nesting areas and flow characteristics compatible with fish habitat shall also be established, where appropriate.

(8) A sediment basin shall be installed at the downstream end of the modification to reduce sedimentation and degradation of downstream water quality.

(9) New or relocated channels should be built in the dry and all items of construction, including vegetation, should be completed prior to diversion of water into the new channel.

(10) There shall be no increases in stage or velocity as the channel enters or leaves the project site for any frequency flood unless necessitated by a public flood control project or unless such an increase is justified as part of a habitat improvement or erosion control project.

(11) Unless the modification is for a public flood control project, there shall be no reduction in the volume of floodwater storage outside the floodway as a result of the modification; and

(d) The project otherwise complies with the requirements of Section 46.7.

10. Seeding and Stabilization Plan. For all activities located in a floodway, a seeding and stabilization plan shall be submitted by the applicant.

11. Soil Erosion and Sedimentation Measures. For all activities in the floodway, including grading, filling, and excavation, in which there is potential for erosion of exposed soil, soil erosion and sedimentation control measures shall be employed consistent with the following criteria:

(a) The construction area shall be minimized to preserve the maximum vegetation possible. Construction shall be scheduled to minimize the time soil is exposed and unprotected. In no case shall the existing natural vegetation be destroyed, removed, or disturbed more than 15 days prior to the initiation of improvements.

(b) Temporary and/or permanent soil stabilization shall be applied to denuded areas as soon as possible. As a minimum, soil stabilization shall be provided within 15 days after final grade is reached on any portion of the site, and within 15 days to denuded areas which may not be at final grade but will remain undisturbed for longer than 60 days.

(c) Sedimentation control measures shall be installed before any significant grading or filling is initiated on the site to prevent the movement of eroded sediments off site or into the channel. Potential sediment control devices include filter fences, straw bale fences, check dams, diversion ditches, and sediment traps and basins.

(d) A vegetated buffer strip of at least 25 feet in width shall be preserved and/or re-established, where possible, along existing channels [See 46.7(2)(c)(16)]. Construction vehicle use of channels shall be minimized. Temporary stream crossings shall be constructed, where necessary, to minimize erosion. Necessary construction in or along channels shall be restabilized immediately.

(e) Soil erosion and sedimentation control measures shall be designed and implemented consistent with "The Illinois Urban Manual" (NRCS, 2002, or most recent edition).

12. Public flood control projects. For public flood control projects, the permitting requirements of this section will be considered met if the applicant can demonstrate to IDNR/OWR through hydraulic and hydrologic calculations that the proposed project will not singularly or cumulatively result in increased flood heights outside the project right-of-way or easements for all flood events up to and including the 100-year frequency event.

13. General criteria for analysis of flood elevations.

(a) The flood profiles, flows and floodway data in the designated floodway study, referenced in Section 46.5, must be used for analysis of the base conditions. If the study data appears to be in error or conditions have changed, IDNR/OWR shall be contacted for approval and concurrence on the appropriate base conditions data to use.

(b) If the 100-year designated floodway elevation at the site of the proposed construction is affected by backwater from a downstream receiving stream with a larger drainage area, the proposed construction shall be shown to meet:

(1) The requirements of this section for the 100-year frequency flood elevations of the designated floodway conditions; and

(2) Conditions with the receiving stream at normal water elevations.

(c) If the applicant learns from IDNR/OWR, local governments, or a private owner that a downstream restrictive bridge or culvert is scheduled to be removed, reconstructed, modified, or a regional flood control project is scheduled to be built, removed, constructed or modified within the next five years, the proposed construction shall be analyzed and shown to meet the requirements of this section for

both the existing conditions and the expected flood profile conditions when the bridge, culvert or flood control project is built.

14. Conditional letter of map revision.

(a) If the appropriate use would result in a change in the designated floodway location or the 100-year frequency flood elevation, the applicant shall submit to IDNR/OWR and FEMA all information, calculations and documents necessary to be issued a conditional designated floodway map revision and receive from IDNR/OWR a conditional concurrence of the designated floodway change before a permit is issued.

(b) The final designated floodway map will not be changed by FEMA until as-built plans or record drawings of initial filling, grading, dredging, or excavating activities are submitted and accepted by FEMA and IDNR/OWR.

(c) In the case of non-government projects, the municipality in incorporated areas and the county in unincorporated areas shall concur with the proposed conditional designated floodway map revision before IDNR/OWR approval can be given.

(d) No filling, grading, dredging or excavating shall take place until a conditional approval is issued.

(e) After initial filling, grading, dredging or excavating, no activities shall take place until a final Letter of Map Revision (LOMR) is issued by FEMA with concurrence from IDNR/OWR.

15. Professional engineer's supervision. All engineering analyses shall be performed by or under the supervision of a licensed professional engineer.

16. For all activities in the floodway involving construction within 25 feet of the channel, the following criteria shall be met:

(a) A natural vegetation buffer strip shall be preserved within at least 25 feet of the ordinary high water mark of the channel; and

(b) Where it is impossible to protect this buffer strip during the construction of an appropriate use, a vegetated buffer strip shall be established upon completion of construction.

17. After receipt of conditional approval of the designated floodway change and issuance of a permit and a conditional letter of map revision, construction as necessary to change the floodway designation may proceed but no buildings or structures or other construction that is not an Appropriate Use may be placed in that area until the designated floodway map is changed and a final letter of map revision is received. The designated floodway map will be revised upon acceptance and concurrence by IDNR/OWR and FEMA of the "as-built" plans.

d. Development activities in delegated communities requiring State review.

For those projects listed below located in a designated floodway, the following criteria shall be submitted to IDNR/OWR for their review and concurrence and/or permit prior to the issuance of a permit by a community or county delegated state permitting authority in the floodway.

1. An engineer's analysis of the flood profile due to a proposed bridge pursuant to Section 46.7(2)(c)(4).

2. An engineer's determination that an existing bridge or culvert crossing is not a source of flood damage and the analysis indicating the proposed flood profile, pursuant to Section 46.7(2)(c)(5).

3. Alternative transition sections and hydraulically equivalent storage pursuant to Section 46.7(2)(c)(1,2,8).

4. The construction of any IDNR/OWR projects, dams (as defined in Section 46.2) and all other federal, state, or local units of government projects, including projects of the municipality or county.

5. An engineer's determination that a proposed bridge affected by backwater from a downstream receiving stream may be built with a smaller opening.
  6. Projects which revise or establish the floodway and/or flood profiles.
  7. Projects in public bodies of water.
- e. Other permits.
1. In addition to the other requirements of this Chapter, a development permit for a site located in a floodway shall not be issued unless the applicant first obtains a permit or written documentation that a permit is not required from IDNR/OWR, issued pursuant to 615 ILCS 5/5 *et seq.*, as amended.
  2. No correspondence from IDNR/OWR shall be required if the project meets the requirements of Regional Permit 3.
  3. No permit from IDNR/OWR shall be required if IDNR/OWR has delegated this responsibility to the Village.
- f. Permits for dams.
1. Any work involving the construction, modification or removal of a dam as defined in Section 46.2 per 17 Ill. Adm. Code Part 3702 (Rules for Construction of Dams) shall obtain an IDNR/OWR permit prior to the start of construction of a dam.
  2. If the village engineer finds a dam that does not have an IDNR/OWR permit, the Village Engineer shall immediately notify the IDNR/OWR Bartlett office.
  3. If the village engineer the finds a dam which is believed to be in unsafe condition, the Village Engineer shall immediately notify the owner of the dam, the IDNR/OWR Bartlett office, and the Illinois Emergency Management Agency (IEMA).
- g. Activities that do not require a licensed professional engineer's review. The following activities may be permitted without a licensed professional engineer's review. Such activities shall still meet the

other requirements of this chapter, including the mitigation requirements:

1. Underground and overhead utilities that:
  - (a) Do not result in any increase in existing ground elevations;
  - (b) Do not require the placement of above ground structures in the floodway;
  - (c) In the case of underground stream crossings, the top of the pipe or encasement is buried a minimum of 3' below the existing streambed;
  - (d) Overhead utility lines shall be constructed above the estimated 100-year frequency flood elevation or attached above the low chord of an existing bridge (with the permission of the bridge owner). No supporting towers shall be placed in the watercourse and shall be designed so as to not catch debris;
  - (e) Disturbance of streamside vegetation shall be kept to minimum during construction to prevent erosion and sedimentation. All disturbed floodway areas, including the stream banks shall be restored to their original contours and seeded or otherwise stabilized upon completion of construction;
  - (f) A utility crossing carrying material which may caused water pollution as defined by the Illinois Environmental Protection Act 415 ILCS 5/1 *et seq.*, as amended, shall be provided with shut-off valves on each side of the body of water to be crossed; and
  - (g) All Illinois Commerce Commission, National Electric Safety Codes, and federal requirements for clearance must be met.
2. Storm and sanitary sewer relief outfalls that:
  - (a) Do not extend riverward or lakeward of the existing adjacent natural bank slope, and
  - (b) Do not result in an increase in ground elevation,

- (c) Are designed so as not to cause stream erosion at the outfall location.
3. Construction of sidewalks, athletic fields (excluding fences), properly anchored playground equipment and patios at grade.
  4. Construction of shoreline and streambank protection that:
    - (a) Do not exceed 1000 feet in length,
    - (b) Materials are not placed higher than the existing top of bank.
    - (c) Materials are placed so as not to reduce the cross-sectional area of the stream channel or bank of the lake.
    - (d) Stabilization utilizing native vegetation and gradual side slopes are the preferred mitigation methods for existing erosion problems. Where high channel velocities, sharp bends or wave action necessitate the use of alternative stabilization measures, soil bioengineering techniques, natural rock or rip-rap are preferred materials. Artificial materials such as concrete, construction rubble, and gabions should be avoided unless there are no practicable alternatives.
  5. Temporary stream crossings in which:
    - (a) The approach roads will be ½ foot or less above natural grade.
    - (b) The crossing will allow stream flow to pass without backing up the water above the stream bank vegetation line or above any drainage tile or outfall invert.
    - (c) The top of the roadway fill in the channel will be at least 2' below the top of the lowest bank. Any fill in the channel shall be non-erosive material, such as rip-rap or gravel.

(d) All disturbed stream banks will be seeded or otherwise stabilized as soon as possible upon installation and again upon removal of construction.

(e) The access road and temporary crossings will be removed within one year after authorization.

**Sec. 46.8. Occupation and use of SFHA areas where floodways are not identified.**

In SFHA or floodplains, (including AE, AH, AO and Unnumbered A Zones) where no floodways have been identified and no base flood or 100-year frequency flood elevations have been established by FEMA, and draining more than a square mile, no development shall be permitted unless the cumulative effect of the proposals, when combined with all other existing and anticipated uses and structures, shall not significantly impede or increase the flow and passage of the floodwaters nor significantly increase the base flood or 100-year frequency flood elevation.

(1) Development permit.

a. No person, firm, corporation, or governmental body, not exempted by state law, shall commence any development in a SFHA or floodplain without first obtaining a development permit from the building commissioner.

b. Application for a development permit shall be made on a form provided by the building commissioner.

1. The application shall be accompanied by drawings of the site, drawn to scale showing property line dimensions; and existing grade elevations and all changes in grade resulting from excavation or filling, sealed by a licensed engineer, architect or surveyor; the location and dimensions of all buildings and additions to buildings; and the elevations of the lowest floor (including basement) of all proposed buildings subject to the requirements of Section 46.9 of this chapter.

2. The application for a development permit shall also include the following information:

(a) A detailed description of the proposed activity, its purpose, and intended use;

(b) Site location (including legal description) of the property, drawn to scale, on the designated floodway

maps, indicating whether it is proposed to be in an incorporated or unincorporated area;

(c) Anticipated dates of initiation and completion of activity;

(d) Plans of the proposed activity shall be provided which include as a minimum:

(1) A vicinity map showing the site of the activity, name of the waterway, boundary lines, names of roads in the vicinity of the site, graphic or numerical scale, and north arrow;

(2) A plan view of the project and engineering study reach showing existing and proposed conditions including principal dimensions of the structure or work, elevations, using the North American Vertical Datum of 1988, adjacent property lines and ownership, drainage and flood control easements, distance between proposed activity and navigation channel (when the proposed construction is in or near a commercially navigable body of water), floodplain limit, location and orientation of cross-sections, north arrow, and a graphical or numerical scale;

(3) Cross-section views of the project perpendicular to the flow of floodwater and engineering study reach showing existing and proposed conditions including principal dimensions of the work as shown in plan view, existing and proposed elevations, normal water elevation, 10-year frequency flood elevation, 100-year frequency flood elevation, and graphical or numerical scales (horizontal and vertical); and

(4) A soil erosion and sedimentation control plan for disturbed areas. This plan shall include a description of the sequence of grading activities and the temporary sediment and erosion control measures to be

implemented to mitigate their effects. This plan shall also include a description of final stabilization and revegetation measures, and the identification of a responsible party to ensure post-construction maintenance.

3. Engineering calculations and supporting data shall be submitted showing that the proposed work will meet the criteria of Section 902.0.

4. Any and all other federal, state, and local permits or approvals that may be required for this type of development.

c. Based on the best available existing data according to federal, state or other sources, the building commissioner shall compare the elevation of the site to the base flood or 100-year frequency flood elevation.

1. Should no elevation information exist for the site, the developer's engineer shall calculate the elevation according to Section 604.0.

2. Any development located on land that can be shown to have been higher than the base flood elevation of the current flood insurance rate map identification is not in the SFHA and, therefore, not subject to the requirements of this chapter.

3. The building commissioner shall maintain documentation of the existing ground elevation at the development site and certification that this ground elevation existed prior to the date of the site's first flood insurance rate map identification.

4. The building commissioner shall be responsible for obtaining from the applicant copies of all other federal, state, and local permits, approvals or waivers that may be required for this type of activity. The building commissioner shall not issue the development permit unless all required federal, state, and local permits have been obtained.

(2) Preventing increased damages.

a. No development in the SFHA where a floodway has not been determined shall create a damaging or potentially damaging increase in flood heights or velocity or threat to public health, safety and welfare or impair the natural hydrologic and hydraulic functions of

the floodway or channel, or impair existing water quality or aquatic habitat. Construction impacts shall be minimized by appropriate mitigation methods as called for in this chapter.

b. Within all riverine SFHAs where the floodway has not been determined, the following standards shall apply:

1. The developer shall have a licensed professional engineer state in writing and show through supporting plans, calculations, and data that the project meets the engineering requirements of Section 46.7(2)(c)(1) through 46.7(2)(c)(9). for the entire floodplain as calculated under the provisions of Section 46.5(e) of this Chapter.

(a) As an alternative, the developer should have an engineering study performed to determine a floodway and submit that engineering study to IDNR/OWR and FEMA for acceptance as a designated floodway.

(b) Upon acceptance of the floodway by IDNR/OWR and FEMA, the developer shall then demonstrate that the project meets the requirements of Section 46.7 for the designated floodway. The floodway shall be defined according to the definition in Section 46.2 of this Chapter.

2. A development permit shall not be issued unless the applicant first obtains a IDNR/OWR permit or a determination has been made that an IDNR/OWR permit is not required.

3. Permits for dams

(a) Any work involving the construction, modification or removal of a dam as defined in Section 46.2 per 17 Ill. Adm. Code Part 3702 (Rules for Construction of Dams) shall obtain an IDNR/OWR permit prior to the start of construction of a dam.

(b) If the village engineer finds a dam that does not have an IDNR/OWR permit, the building commissioner shall immediately notify the IDNR/OWR Bartlett office.

(c) If the village engineer finds a dam which is believed to be in unsafe condition, the village engineer shall immediately notify the owner of the dam, the IDNR/OWR Bartlett office, and the Illinois Emergency Management Agency (IEMA).

c. The following activities may be permitted without a licensed professional engineer's review or calculation of base flood elevation and designated floodway. Such activities shall still meet the other requirements of this chapter.

1. Bridge and culvert crossings of streams in rural areas meeting conditions of IDNR/OWR Statewide Permit number 2;
2. Barge fleeting facilities meeting conditions of IDNR/OWR Statewide Permit No. 3;
3. Aerial utility crossings meeting conditions of IDNR/OWR Statewide Permit No. 4
4. Minor boat docks meeting conditions of IDNR/OWR Statewide Permit No. 5;
5. Minor, non-obstructive activities meeting conditions of IDNR/OWR Statewide Permit No. 6; activities (not involving fill or positive change in grade) are covered by this permit:
6. Outfall structures and drainage ditch outlets meeting conditions of IDNR/OWR Statewide Permit No. 7;
7. Underground pipeline and utility crossings meeting the conditions of IDNR/OWR Statewide Permit No. 8;
8. Bank stabilization projects meeting the conditions of IDNR/OWR Statewide Permit No. 9;
9. Accessory structures and additions to existing residential buildings meeting the conditions of IDNR/OWR Statewide Permit No. 10;
10. Minor maintenance dredging activities meeting conditions of DNR/OWR Statewide Permit No. 11;

11. Bridge and culvert replacement structures and bridge widenings meeting conditions of IDNR/OWR Statewide Permit No. 12;

12. Temporary construction activities meeting conditions of IDNR/OWR Statewide Permit No. 13;

13. Special Uses of Public Waters meeting conditions of IDNR/OWR Statewide Permit No. 14; and

14. Any development determined by IDNR/OWR to be located entirely within a flood fringe area shall be exempt from State Floodway permit requirements.

d. The flood carrying capacity of any altered or relocated watercourse shall be maintained.

e. Compensatory storage.

1. Whenever any portion of a floodplain is authorized for use, the volume of space which will be occupied by the authorized fill or structure below the base flood or 100-year frequency flood elevation shall be compensated for and balanced by a hydraulically equivalent volume of excavation taken from below the base flood or 100-year frequency flood elevation.

2. The excavation volume shall be at least equal to 1.5 times the volume of storage lost due to the fill or structure.

3. In the case of streams and watercourses, such excavation shall be made opposite or adjacent to the areas so filled or occupied.

4. All floodplain storage lost below the existing 10-year flood elevation shall be replaced below the proposed 10-year flood elevation. All floodplain storage lost above the existing 10-year flood elevation shall be replaced above the proposed 10-year flood elevation. All such excavations shall be constructed to drain freely and openly to the watercourse.

## **Sec. 46.9. Permitting requirements applicable to all floodplain areas.**

In addition to the requirements found in Sections 46.6, 46.7 and 46.8 for development in flood fringes, designated floodways, and SFHA or floodplains where no floodways have been identified, the following requirements shall be met.

### (1) Public Health Standards

- a. No developments in the SFHA shall include locating or storing chemicals, explosives, buoyant materials, animal wastes, fertilizers, flammable liquids, pollutants, or other hazardous or toxic materials below the flood protection elevation (FPE) unless such materials are stored in a floodproofed and anchored storage tank and certified by a professional engineer or floodproofed building constructed according to the requirements of Section 46.9(5) of this chapter.
- b. Public utilities and facilities such as sewer, gas and electric shall be located and constructed to minimize or eliminate flood damage.
- c. Public sanitary sewer systems and water supply systems shall be located and constructed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- d. New and replacement water supply systems, wells, sanitary sewer lines and on-site waste disposal systems may be permitted providing all manholes or other above ground openings located below the FPE are watertight.
- e. New on-site waste disposal systems, such as septic systems, are allowed in the regulatory floodplain only if they meet all of the following criteria:
  1. Invert of any wastewater distribution lines shall be a minimum of two feet above the water surface elevation of the base flow of any perennial stream;
  2. Lateral distance from a creek, ditch, or other riverine source to the wastewater distribution lines shall be a minimum of 75 feet;
  3. The elevation of any areas which are to receive wastewater distribution shall be above the ordinary high water mark;

4. Soil of the receiving field shall be of a type suitable for septic fields; and

5. Tanks shall be placed out of the floodplain with the invert of the outlet above the base flood elevation.

f. New, substantially improved or replacement wastewater treatment plants shall have watertight openings for those openings located below the FPE. Such facilities should be located to avoid impairment to the facility or contamination of floodwaters during the base flood.

g. All other activities defined as development shall be designed so as not to alter flood flows or increase potential flood damages

(2) Stockpiles. Stockpiles of soil and other erodable or floatable building materials (sand, limestone, etc.) shall not be located in floodplains, overflow routes, or areas subject to frequent inundation. If a stockpile is to remain in place for more than three days, then sediment and erosion control shall be provided for the stockpile.

(3) Site runoff storage facility requirements within the regulatory floodplain. Storage facilities located within the regulatory floodplain shall:

a. Conform to all floodplain and floodway requirements of this chapter; and

b. Store the required amount of site runoff to meet the release rate requirement under all stream flow and backwater conditions in the receiving stream up to the ten-year flood elevation; and

c. Detention volume provided by enlarging existing regulatory floodplain storage without providing a structure controlling discharge (on-stream detention) will be allowed only as a variance. The applicant must demonstrate that flood damages are not increased and the development will not increase flood flows for both the two-year and 100-year floods on the stream with developed conditions on the site; and

d. The Village may approved designs which can be shown by detailed hydrologic and hydraulic analysis to provide a net watershed benefit not otherwise realized by strict application of the requirements in 46.9(5)(a) through 46.9(5)(c) above.

e. No development shall increase flood elevations or decrease flood conveyance capacity upstream or downstream of the area under

the ownership or control of the developer. This requirement shall not prohibit the removal or reduction of built obstructions to flow, such as increasing culvert capacity or lowering roadway elevations.

(4) Carrying capacity and notification

a. For all projects involving channel modification, fill, or stream maintenance (including levees), the flood carrying capacity of the watercourse shall be maintained.

b. In addition, the Village shall notify adjacent communities in writing 30 days prior to the issuance of a permit for the alteration or relocation of the watercourse.

(5) Protecting buildings.

a. All buildings located within a 100-year floodplain, also known as a SFHA, shall be protected from flood damage below the flood protection elevation. This building protection criteria applies to the following situations:

1. Construction or placement of a new building or alteration or addition to an existing building valued at more than one thousand dollars (\$1,000) or seventy (70) square feet.

2. Substantial improvements or structural alterations made to an existing building that increase the floor area by more than twenty percent (20%) or equal or exceed the market value by fifty percent (50%). Alteration shall be figured cumulatively. If substantially improved, the existing structure and the addition must meet the flood protection standards of this section.

3. Repairs made to a substantially damaged building. These repairs shall be figured cumulatively. If substantially damaged the entire structure must meet the flood protection standards of this section.

4. Installing a manufactured home on a new site or a new manufactured home on an existing site (the building protection requirements do not apply to returning a manufactured home to the same site it lawfully occupied before it was removed to avoid flood damage).

5. Installing a travel trailer or recreational vehicle on a site for more than 180 days per year; and

6. Repetitive loss to an existing building as defined in Section 46.2 This building protection requirement may be met by one of the following methods.

b. A residential or non-residential building, when allowed, may be constructed on permanent land fill in accordance with the following:

1. The lowest floor (including basement) shall be at or above the flood protection elevation. An attached garage must be elevated up to at least 0.1 feet above the BFE and

2. Fill requirements:

(a) The fill shall be placed in layers no greater than six (6) inches deep before compaction and should extend at least ten (10) feet beyond the foundation of the building before sloping below the flood protection elevation; and

(b) The top of the fill shall be above the flood protection elevation. However, the ten (10) foot minimum may be waived if a structural engineer certifies an alternative method to protect the building from damages due to hydrostatic pressures; and

(c) The fill shall be protected against erosion and scour during flooding by vegetative cover, riprap or other structural measure;

(d) The fill shall be composed of rock or soil and not incorporate debris or refuse materials;

(e) The fill shall not adversely affect the flow or surface drainage from or onto neighboring properties, and when necessary, stormwater management techniques such as swales or basins shall be incorporate; and

(f) The fill shall not settle below the FPE for the residential structure and not below 0.1 feet above the base flood for an attached garage.

c. A residential or non-residential building may be elevated in accordance with the following:

1. The building or improvements shall be elevated on crawl space, stilts, piles, walls, or other foundation that is permanently open to flood waters and not subject to damage by hydrostatic pressures of the base flood or 100-year frequency flood. Designs must either be certified by a licensed professional engineer or architect or the permanent openings, one on each wall, shall be no more than one foot above existing grade, and consists of a minimum of two openings. The openings must have a total net area of not less than one square inch for every one square foot of enclosed area subject to flooding below the base flood elevation.

2. The foundation and supporting members shall be anchored and aligned in relation to flood flows and adjoining structures so as to minimize exposure to known hydrodynamic forces such as current, waves, ice and floating debris.

3. All areas below the flood protection elevation shall be constructed of materials resistant to flood damage.

(a) The lowest floor (including basement) and all electrical, heating, ventilating, plumbing, and air conditioning equipment and utility meters shall be located at or above the flood protection elevation; and

(b) Water and sewer pipes, electrical and telephone lines, submersible pumps, and other waterproofed service facilities may be located below the flood protection elevation provided they are waterproofed.

4. No area below the flood protection elevation shall be used for storage of items or materials.

5. Manufactured homes, and travel trailers to be installed on a site for more than 180 days, shall be elevated to or above the flood protection elevation; and, shall be anchored to resist flotation, collapse, or lateral movement by being tied down in accordance with the Rules and Regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 Ill. Adm. Code Part 870. In addition, all manufactured homes shall meet the following elevation requirements:

(a) In the case of manufactured homes placed or substantially improved (1) outside of a manufactured home park or subdivision, (2) in a new manufactured

home park or subdivision, (3) in an expansion to an existing manufactured home park or subdivision, or (4) in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage from a flood, the top of the lowest floor shall be elevated to or above the flood protection elevation and

(b) In the case of manufactured homes placed or substantially improved in an existing manufactured home park or subdivision, the manufactured home shall be elevated so that either the top of the lowest floor is above the base flood elevation or the chassis is at least 36 inches in height above grade and supported by reinforced piers or other foundations of equivalent strength, whichever is less.

6. Recreational vehicles or travel trailers shall be required to meet the elevation and anchoring requirements of Section 46.9(5)(c)(5) above unless:

(a) They are on site for fewer than 180 consecutive days; and

(b) They are fully licensed, ready for highway use, and used only for recreation, camping, travel or seasonal use rather than as a permanent dwelling. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utility and service devices, and has no permanently attached additions.

d. Only a non-residential building may be structurally dry floodproofed (in lieu of elevation) provided that:

1. A licensed professional engineer or architect shall certify that the building has been structurally dry floodproofed below the flood protection elevation, the structure and attendant utility facilities are watertight and capable of resisting the effects of the base flood or 100-year frequency flood.

2. The building design shall take into account flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy, and impacts from debris or ice.

3. Floodproofing measures shall be operable without human intervention and without an outside source of electricity (levees, berms, floodwalls and similar works are not considered floodproofing for the purpose of this subsection).

e. A building may be constructed with a crawlspace located below the flood protection elevation provided that the following conditions are met:

1. The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

2. Any enclosed area below the flood protection elevation shall have openings that equalize hydrostatic pressures by allowing for the automatic entry and exit of floodwaters. A minimum of one opening on each wall having a total net area of not less than one square inch per one square foot of enclosed area. The openings shall be no more than one (1) foot above grade;

3. The interior grade of the crawlspace below the flood protection elevation must not be more than 2 feet below the lowest adjacent exterior grade;

4. The interior height of the crawlspace measured from the interior grade of the crawl to the top of the foundation wall must not exceed 4 feet at any point;

5. An adequate drainage system must be installed to remove floodwaters from the interior area of the crawlspace within a reasonable period of time after a flood event;

6. Portions of the building below the flood protection elevation must be constructed with materials resistant to flood damage; and

7. Utility systems within the crawlspace must be elevated above the flood protection elevation.

f. Construction of new or substantially improved critical facilities shall be located outside the limits of the floodplain. Construction of new critical facilities shall be permissible within the floodplain if no feasible alternative site is available. Critical facilities constructed

within the SFHA shall have the lowest floor (including basement) elevated or structurally dry floodproofed to the 500-year flood frequency elevation or three feet above the level of the 100-year flood frequency elevation whichever is greater. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities.

g. Existing buildings located within a designated floodway shall also meet the more restrictive Appropriate Use standards included in Section 46.7. Non-conforming structures located in a designated floodway may remain in use and may only be enlarged, replaced or structurally altered in accordance with Section 46.7(2). A non-conforming structure damaged by flood, fire, wind or other natural or man-made disaster may be restored unless the damage exceeds fifty percent (50%) of its market value before it was damaged, in which case it shall conform to this chapter.

#### **Sec. 46.10. Other development requirements.**

The village shall take into account flood hazards, to the extent that they are known in all official actions related to land management, use and development.

(1) New subdivisions, manufactured home parks, annexation agreements, and Planned Unit Developments (PUDs) within the SFHA shall be reviewed to assure that the proposed developments are consistent with Sections 46.6, 46.7, 46.8, 46.9 of this Chapter and the need to minimize flood damage. Plats or plans for new subdivisions, mobile home parks and Planned Unit Developments (PUDs) shall include a signed statement by a Licensed Professional Engineer that the plat or plans account for changes in the drainage of surface waters in accordance with the Plat Act (765 ILCS 205/2).

(2) Proposals for new subdivisions, manufactured home parks, travel trailer parks, planned unit developments (PUDs) and additions to manufactured home parks and additions to subdivisions shall include base flood or 100-year frequency flood elevation data and floodway delineations.

a. Where this information is not available from an existing adopted study, the applicant's engineer shall be responsible for calculating the base flood or 100-year frequency flood elevation per Section 46.5(e) 604.0 and the floodway delineation per the definition in Section 46.2.

(3) Streets, blocks, lots, parks and other public grounds shall be located and laid out in such a manner as to preserve and utilize natural streams and

channels. Wherever possible, the floodplains shall be included within parks or other public grounds.

(4) The village shall not approve any Planned Unit Development (PUD) or plat of subdivision located outside the corporate limits unless such agreement or plat is in accordance with the provisions of this Chapter.

(5) All other activities defined as development shall be designed so as not to alter flood flows or increase potential flood damages.

**Sec. 46.11. Variances.**

(a) No variances shall be granted to any development located in a designated floodway as defined in Section 46.2.

(1) Whenever the standards of this chapter place undue hardship on a specific development proposal, the applicant may apply to the plan commission for a variance.

(2) The plan commission shall review the applicant's request for a variance and shall submit its recommendation to the board of trustees. The board of trustees may attach such conditions to granting of a variance as it deems necessary to further the flood protection intent of this chapter.

(b) No variance shall be granted unless the applicant demonstrates that all of the following conditions are met:

(1) The development activity cannot be located outside the SFHA;

(2) An exceptional hardship would result if the variance were not granted;

(3) The relief requested is the minimum necessary;

(4) There will be no additional threat to public health, safety, beneficial stream uses and functions, especially aquatic habitat, or creation of a nuisance;

(5) There will be no additional public expense for flood protection, lost environmental stream uses and functions, rescue or relief operations, policing, or repairs to streambeds and banks, roads, utilities, or other public facilities;

(6) The provisions of Sections 46.6(2) and 46.8(2) of this chapter shall still be met;

(7) The activity is not in a designated floodway;

- (8) The applicant's circumstances are unique and do not establish a pattern inconsistent with the intent of the NFIP;
  - (9) The granting of the variance will not alter the essential character of the area involved including existing stream uses; and
  - (10) All other required state and federal permits or waivers have been obtained
- (c) The village shall notify an applicant in writing that a variance from the requirements of Section 46.9 that would lessen the degree of protection to a building shall:
- (1) Result in increased premium rates for flood insurance up to amounts as high as \$25 per \$100 of insurance coverage;
  - (2) Increase the risks to life and property; and
  - (3) Require that the applicant proceed with knowledge of these risks and that the applicant will acknowledge in writing the assumption of the risk and liability.
- (d) Variances requested in connection with restoration of a historic site or historic structure as defined in 300.35 "Historic Structures", may be granted using criteria more permissive than the requirements of Sections 46.11(b) and 46.11(c), subject to the conditions that:
- (1) The repair or rehabilitation is the minimum necessary to preserve the historic character and design of the structure; and
  - (2) The repair or rehabilitation will not result in the structure being removed as a certified historic structure.

**Sec. 46.12. Disclaimer of liability**

- (a) The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study.
- (b) Larger floods may occur or flood heights may be increased by man-made or natural causes.
- (c) This chapter does not imply that development, either inside or outside of the SFHA, will be free from flooding or damage.

(d) This chapter does not create liability on the part of the village or any officer or employee thereof for any flood damage that results from reliance on this chapter or any administrative decision made lawfully thereunder.

### **Sec. 46.13. Penalty**

- (a) If such owner fails after ten days notice to correct the violation:
  - (1) The village may make application to the applicable circuit court for an injunction requiring conformance with this chapter or such other order as the court deems just and proper.
  - (2) Any person who violates this chapter shall, upon conviction thereof, be fined not less than fifty dollars (\$50.00) or more than one-thousand dollars (\$1,000.00) for each offense.
  - (3) A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.
  - (4) The Village shall record a notice of violation on the title to the property.
- (b) The building commissioner shall inform the owner that any such violation is considered a willful act to increase flood damages and, therefore, may cause coverage by a standard flood insurance policy to be suspended.
  - (1) The building commissioner is authorized to issue an order requiring the suspension of the subject development. The stop-work order shall be in writing, shall indicate the reason for the issuance, and shall order the action, if necessary, to resolve the circumstances requiring the stop-work order. The stop-work order constitutes a suspension of the permit.
  - (2) No site development permit shall be permanently suspended or revoked until a hearing is held by the board of trustees. Written notice of such hearing shall be served on the permittee and shall state: (1) the grounds for compliant or reasons for suspension or revocation; and (2) the time and place of the hearing. At such hearing, the permittee shall be given an opportunity to present evidence on his/her behalf. At the conclusion of the hearing, the board of trustees shall determine whether the permit shall be suspended or revoked.
- (c) Nothing herein shall prevent the village from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

### **Sec. 46-14. Abrogation and greater restrictions.**

- (a) This chapter is not intended to repeal, abrogate or impair any existing easements, covenants, or deed restrictions.
- (b) Where this chapter and other chapter, easements, covenants, or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(c) This chapter is intended to repeal the original chapter or resolution which was adopted to meet the national flood insurance program regulations, but is not intended to repeal the resolution which the village passed in order to establish initial eligibility for the program