

## AGENDA

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

Village Hall

8:00 p.m.

March 23, 2009

Roll Call

1. An Ordinance Amending Ordinance No. 1895 Adopting the Annual Budget for the Year Commencing July 1, 2008 and Ending June 30, 2009
2. Purchase of an Aerial Lift Truck for Public Works
3. A Resolution Authorizing the Village to Execute the 2007-2008 Cook County Community Development Block Grant Sub-recipient Agreement with the County of Cook, Illinois Related to the Demolition of the Former Marshall Fields Building
4. A Resolution Authorizing the Village to Execute the 2008-2009 Cook County Community Development Block Grant Sub-recipient Agreement with the County of Cook, Illinois Related to the Demolition of the Former Marshall Fields Building
5. A Resolution Adopting Fiscal Policies for the 2009/2010 Fiscal Year Budget

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

**DATE:** March 13, 2009

**TO:** Mayor John Ostenburg  
Board of Trustees

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

**RE:** AN ORDINANCE AMENDING ORDINANCE NO. 1895 ADOPTING THE ANNUAL BUDGET FOR THE YEAR COMMENCING JULY 1, 2008 AND ENDING JUNE 30, 2009

## **BACKGROUND/DISCUSSION:**

Halfway through the fiscal year, expenses and revenues are analyzed. This analysis was presented to the Board on February 21 at Strategic Planning. After the analysis, the budget should be amended to include revenues that have been received that were not included in the budget, as adopted, and expenses that have, similarly, been incurred that were unexpected. Budget amendments are required for spending authority. Amendments are requested in the following areas: encumbrances, Board directives, grants, adjustments and other initiatives. **Added to the list are the budget amendments for the Library.**

## **Encumbrances**

At the end of a fiscal year, departments are asked to identify those projects or funds that were approved by the Board, but not expended. In order to ensure that the funds are available in the next budget, they are encumbered. As encumbrances, the funds have been reserved and are noted as a reserved fund balance on page 22 of the Village audit. The process recommended by the Village auditors is for the Board to approve the current year expenditure of these funds by Budget amendment.

The following list details those expenditures that were encumbered at June 30, 2008 in the General Fund. These items will be (or were) spent in Fiscal 2009.

### Transfers:

\$500,000	Marshall Fields Demolition
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### Administration:

\$ 12,000	Computer Training
20,000	Marketing
9,776	Strategic Planning Study
<u>6,000</u>	Training / Computer Training (Vista)
\$ 47,776	

<u>Police:</u>		
	\$ 22,275	Youth Programs (20% of FY08 Vehicle Seizure Revenue)
	<u>50,556</u>	Station Renovation Capital Improvements
	72,831	
<u>Fire:</u>		
	\$ 8,587	Fire Memorial Project
<u>Public Works:</u>		
	\$ 25,000	Todd & Thomas Drainage Study
	<u>15,000</u>	Fire Alarm System for New Equipment Storage Facility
	\$ 40,000	
<u>Recreation &amp; Parks:</u>		
	\$ 100,000	Public Works Garage Roof / Freedom Hall Seats
	7,500	Dog Park
	<u>1,600</u>	Balance of Central Park Kitchen/Pavilion
	\$ 109,100	
<u>Economic Development &amp; Planning:</u>		
	\$ 4,100	Resident Handbook
<u>Community Development:</u>		
	\$20,000	Pen System
	<u>9,050</u>	House Demolition
	\$ 29,050	
<b>TOTAL</b>	<b><u>\$ 811,444</u></b>	

Similar to encumbrances, DUI fines are reserved for DUI enforcement. In the prior year \$7,139 was identified as a fund balance reserve.

<u>Police</u>	\$7,139 – DUI Enforcement
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**Prior Year Carryovers**

Recreation and Parks

Recreation and Parks purchased a pick-up truck fiscal 2008/2009 that was approved in the prior year. Funds are available in the Vehicle Services Fund

Vehicle Purchase	\$ 21,314
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Police Department Renovation

The Police Department completed their administrative wing build out. Total completion costs for the build out including new thermostats for the old wing are \$116,556. In order to cover these added costs, the Police Department will purchase only two of the four vehicles budgeted from the General Fund. For the remaining two vehicles, one vehicle will be purchased through confiscated drug money and the other vehicle is being donated by a benefactor.

Encumbrance from the prior year (previously noted)	\$ 50,556
Reduction in Vehicle Purchases	55,000
Added Fund Balance from Seizures	<u>11,000</u>

Total added to Capital Projects:	\$ 116,556
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Lower Level Build Out

The unspent balance for the lower level build out has been redirected to other Village Hall improvements. These dollars are available in the Capital Projects Fund and will be designated for the ADA doors, security cameras and replacement chairs for the Board Room.

Professional Services	\$ 5,000
Capital Spending	74,557

Norwood

As part of the sales agreement for Norwood with Nassimi, \$250,000 is being held at Chicago Title as a Village contribution towards redevelopment. This expenditure should be reflected in a budget item.

Norwood Incentive	\$ 250,000
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Demolition of Marshall Fields

The demolition of Marshall Fields was budgeted in the prior year. Funds have been identified, a budget amendment is needed.

Capital Projects Fund - Capital	\$ 500,000
TIF Fund - Capital	1,000,000

## Adjustments

Based on the six month review, budget amendments are needed to reflect reduced revenue or added expenses. Following are the amendment categories.

<u>Reduce Revenue Projections</u>	
Real Estate Transfer Tax	\$150,000
Hospital Transport	45,000
Building Permits	<u>40,000</u>
	\$235,000
 <u>Increase Expenditure Projections</u>	
Salt Purchases	\$200,000
Added IRMA Costs	90,143
IRMA Litigation	87,500
Legal Costs	<u>82,000</u>
	\$459,643
 Total Budget Impact	 \$694,643

These funds will be provided by the fund balance in excess of the base three month reserve.

### Fire Department

The Fire Department has constructed a fire/police memorial. The final costs associated with this memorial relate to the construction of a stamped walkway. These costs will be offset by T-Mobile revenues.

Fire Capital	\$ 14,400
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### Police Department

The Police Department is currently receiving additional salary reimbursement for the overtime for the DEA officer and duty assignments at CVS.

Overtime	\$ 20,000	
Salary Reimbursement		\$ 20,000

### Recreation and Parks

The Recreation and Parks Department pays for a full-time Thorn Creek Naturalist and a part-time position. These positions are then reimbursed to the Village. The part-time position costs and reimbursement were not included in the Budget. An adjustment to expenses and the offsetting revenue is necessary.

Part-time Salaries	\$ 9,875	
Salary Reimbursement		\$ 9,875

**Library**

The Library Board has approved added expenditures related to the library renovation. These funds are available in the library fund balance.

Contractual Facility Development	\$ 55,297
Other Capital Outlays	36,211

**Summary**

When assessing budget amendment feasibility, the fund balance is reviewed and other specific revenue sources are identified.

These budget amendments will be affordable through fund balance reserves and specific revenues, leaving a fund balance within the 3-4 month target.

**SCHEDULE FOR CONSIDERATION:** This item is scheduled for discussion at the Rules Meeting and Final Reading at the Regular Meeting of March 23, 2009.

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

**AN ORDINANCE AMENDING ORDINANCE NO. 1895  
ADOPTING THE ANNUAL BUDGET FOR THE YEAR  
COMMENCING JULY 1, 2008 AND ENDING JUNE 30, 2009**

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

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

**WHEREAS**, the Village of Park Forest adopted its Annual Budget pursuant to Ordinance No. 1895 adopted by the Village Board of Trustees on June 23, 2008; and

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

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

**Section I.** The following amendments to the 2008/2009 Annual Budget of the Village of Park Forest heretofore adopted, are hereby authorized and directed:

	<u>Current</u> <u>Budget</u>	<u>Dr (Cr)</u> <u>Adjustments</u>	<u>Adjusted</u> <u>Budget</u>
<b><u>General Fund Revenues</u></b>			
010000-401000 Real Estate Transfer Tax	(350,000)	150,000	(200,000)
010000-440400 Building Permit Fees	(125,000)	40,000	(85,000)
010000-455000 Hospital Transport Charge	(420,000)	45,000	(375,000)
010000-457100 Salary Reimb - Recreation	(57,000)	(9,875)	(66,875)
010000-457150 Salary Reimbursements - Police	(19,000)	(20,000)	(39,000)
010000-480700 Vehicle Seizure Fee	(90,000)	(11,000)	(101,000)
<b><u>General Fund Expenditures</u></b>			
010000-580000 Transfer to Other Funds	1,011,427	500,000	1,511,427
010100-510200 IRMA Settlement Payment	0	87,500	87,500
010100-510300 IRMA Premium Payments	726,796	90,143	816,939
010100-520300 Training	33,300	12,000	45,300

	<u>Current</u> <u>Budget</u>	<u>Dr (Cr)</u> <u>Adjustments</u>	<u>Adjusted</u> <u>Budget</u>
010100-590900 Advertising	20,000	20,000	40,000
010102-530000 Professional Services	750	9,776	10,526
010103-530130 Billable Services/Village Attorney	88,500	82,000	170,500
010104-520300 Training	15,987	6,000	21,987
010700-500120 Overtime Salaries - Field Ops	281,459	20,000	301,459
010700-500210 Police Part-time Salaries	172,613	22,275	194,888
010700-540750 DUI Program Supplies	0	7,139	7,139
010700-560000 Capital Outlays	70,300	116,556	186,856
010700-600400 Vehicle Rentals Interfund	264,600	(55,000)	209,600
010800-560000 Capital Outlays	50,280	22,987	73,267
011104-560000 Capital Outlays	7,500	75,000	82,500
011107-560000 Capital Outlays	60,000	25,000	85,000
011122-560000 Capital Outlays	17,500	9,100	26,600
011125-500200 Temporary/Part-time Salaries	58,516	9,875	68,391
011700-530200 Architectural/Engineering Service	75,000	25,000	100,000
011700-541500 Salt	0	200,000	200,000
011700-560000 Capital Outlays	629,290	15,000	644,290
011900-590800 Printing/Reproduction/Graphics	22,800	4,100	26,900
012000-560000 Capital Outlays	0	29,050	29,050
 <b><u>Library Expenditures</u></b>			
031500-560000 Capital Outlays	40,000	36,211	76,211
031500-560400 Contractual Facility Development	41,042	55,297	96,339
 <b><u>Capital Projects Revenues</u></b>			
330000-420000 Transfer from Other Funds	(455,000)	(500,000)	(955,000)
 <b><u>Capital Projects Expenditures</u></b>			
330000-530000 Professional Services	15,000	5,000	20,000
330100-560000 Capital Outlays	0	74,557	74,557
330200-560000 Capital Outlays	0	500,000	500,000
 <b><u>Downtown TIF</u></b>			
360000-560000 Capital Outlays	198,000	1,000,000	1,198,000
 <b><u>Norwood TIF</u></b>			
370000-530000 Professional Services	15,000	250,000	265,000

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

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Village Mayor

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

## **AGENDA BRIEFING**

**DATE:** March 20, 2009

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Kenneth Eyer

**RE:** Request to Purchase State Bid Chassis and Sole Source Body.

**BACKGROUND/DISCUSSION:** The Village of Park Forest fiscal year 2008/2009 budget allowed \$180,000.00 for the replacement of truck number 605. This unit is a 1996 GMC Aerial Lift truck that has reached the end of its useful life.

This replacement truck can be purchased utilizing State of Illinois department of Central Management Services joint purchasing program to acquire trucks from contract 4015049. This contract is with Truck Centers, Inc 2280 Formosa Road Troy Illinois 62294. This contract provides a 2010 Freightliner model M2 106 4x2 chassis. The body, a Versalift Model VST-6000-MHI, a telescopic aerial platform lift, will be installed on the Freightliner chassis by Power Equipment Leasing, 605 Anderson Dr., Romeoville Illinois 60446.

The Public Works staff has investigated and evaluated several different brands of aerial lifts. The crew has said that their preference is the Versalift model VST-6000. This unit provides more working height than the current truck. The crew feels this is essential to work on lights both around Village Hall and the commuter parking lots.

A similar piece of equipment will be display prior to the Board meeting Monday, March 23. At that time a representative for Versalift will be available to answer any question on the equipment.

The Department of Public Works requests that the Board Authorize the Village Manager to issue a Purchase Order in the amount of \$179,946.00 to Truck Centers, Inc 2280 Formosa Road Troy Illinois 62294.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Rules and Regular meeting of March 23, 2009 for consideration.

From: [3/3 "Ron Donze" <rdonze@truckcentersinc.com>](mailto:Ron Donze)  
To: [jmcooks@powerequipmentleasing.com](mailto:jmcooks@powerequipmentleasing.com)  
CC: [rdonze@truckcentersinc.com](mailto:rdonze@truckcentersinc.com)  
Subject: quotes  
Attachments: # power equip spec 120ca.doc, # power equip spec.doc

Date: Wednesday, February 25, 2009 5:45 PM

[HTML](#) | [Plain Text](#) | [Headers](#) | [Raw Content](#)

Attached are two specifications, for the 2010 model year Freightliner, M2-106. Specifications duplicate the specification we used for Oak Lawn, Ill., with the exception of pricing as it has been increased for the new model year.

Net Price \$55,761.00

For same unit as above, but with 120" Cab to Axle

Net Price \$56,112.00

Please feel free to call if you have any questions.

RON DONZE  
TRUCK CENTERS, INC  
2280 FORMOSA ROAD  
TROY, ILL. 62294  
800-669-3454  
FAX 618 667-6874

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Sent via the WebMail system at [mail.truckcentersinc.com](mailto:mail.truckcentersinc.com)

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## S P E C I F I C A T I O N   P R O P O S A L

	Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Price Level</b>					
	PRL-72E	M2 PRL-72E (EFF: 10/02/08)			STD
<b>Data Version</b>					
	DRL-013	SPECPRO21 DATA RELEASE VER 013			N/C
<b>Vehicle Configuration</b>					
	001-172	M2 106 CONVENTIONAL CHASSIS	5,170	2,970	\$72,938.00
	004-210	2010 MODEL YEAR SPECIFIED			STD
	002-004	SET BACK AXLE - TRUCK			STD
	019-002	STRAIGHT TRUCK PROVISION			STD
	003-001	LH PRIMARY STEERING LOCATION			STD
<b>General Service</b>					
	AA1-002	TRUCK CONFIGURATION			STD
	AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
	A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
	A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
	AA4-005	BUILDING MATERIAL COMMODITY			N/C
	AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
	AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
	AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
	995-091	MEDIUM TRUCK WARRANTY			STD
	A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs			
	A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs			
	A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs			



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Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Truck Service</b>				
AA3-005	FLATBED/PLATFORM/STAKE BODY			N/C
AB3-998	NO REAR CROSSMEMBER RECESS LOCATION			STD
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0			
<b>Engine</b>				
101-12V	CUM ISC-260 260 HP @ 2000 RPM, 2200 GOV, 800 LB/FT @ 1300 RPM	300	40	\$9,211.00
<b>Electronic Parameters</b>				
EAD-001	LOW IDLE ADJUST - YES			N/C
ECA-002	CRUISE CONTROL SET SPEED SAVE - NO			N/C
EC1-003	CRUISE CONTROL ENABLE - YES			N/C
EC4-004	CRUISE CONTROL AUTO RESUME - NO			N/C
ED5-002	GEAR DOWN PROTECTION ENABLE - NO			N/C
EE1-004	CUM+IS_ IDLE TIMER SHUTDOWN ENABLE - NO			N/C
EE2-004	IDLE TIMER SHUTDOWN/PTO MODE - NO			N/C
EE3-004	CUM+IS_ IDLE TIMER SHUTDOWN/OVERRIDE-NO			N/C
EE4-998	NONE			N/C
EFO-001	CUMMINS PTO THROTTLE OVERRIDE ENABLE			N/C
EFP-001	CUMMINS PTO BRAKE OVERRIDE ENABLE			N/C
EFG-001	CUMMINS PTO CLUTCH OVERRIDE ENABLE			N/C
EFT-001	ONE (1) REMOTE PTO SET SPEED			N/C
EF1-003	PTO/REMOTE PTO - YES			N/C
EMF-001	VSS ANTI-TAMPERING - YES			N/C
EN1-001	CUMMINS MAINTENANCE MONITOR - ENABLE			N/C
EN2-001	CUMMINS MAINTENANCE MONITOR TYPE - AUTO			N/C
EP1-002	REMOTE THROTTLE - CUMMINS - DISABLE			N/C
ES1-002	POWERTRAIN PROTECTION - DISABLE			N/C
<b>Engine Equipment</b>				
99C-009	2007 EPA/CARB EMISSION CERTIFICATION			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
133-004	ONE PIECE VALVE COVER			STD
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER			STD
* 190-015	DONALDSON 1-STAGE AIR CLEANER WITH SAFETY ELEMENT			\$131.00
124-10J	DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	10		\$200.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
292-058	(3) ALLIANCE MODEL 1031, GROUP 31, 12 VOLT MAINTENANCE FREE 2280 CCA THREADED STUD BATTERIES	40	10	\$251.00
290-017	BATTERY BOX FRAME MOUNTED			STD
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			STD
291-001	FRAME GROUND RETURN FOR BATTERY CABLES			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
295-020	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART FRAME MOUNTED LH SIDE UNDER HOOD	4		\$90.00
107-032	CUMMINS 18.7 CFM COMPRESSOR WITH INTERNAL SAFETY VALVE			N/C
131-010	STEEL AIR COMPRESSOR DISCHARGE LINE WITH INTEGRAL QUICK CONNECT SYSTEM CHARGING VALVE			N/C
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
016-1BH	RH INBOARD FRAME MOUNTED HORIZONTAL AFTERTREATMENT DEVICE WITH HORIZONTAL TAILPIPE			STD
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-001	STANDARD EXHAUST SYSTEM LENGTH			STD
237-052	RH STANDARD HORIZONTAL TAILPIPE			STD
273-018	HORTON DRIVEMASTER ON/OFF FAN DRIVE			N/C
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED			\$20.00
110-003	CUMMINS SPIN ON FUEL FILTER			N/C
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	20		\$766.00
103-004	ANTIFREEZE TO -34F, CHEVRON EXTENDED LIFE COOLANT			\$88.00
171-003	RUBBER COOLANT HOSES			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
168-002	LOWER RADIATOR GUARD			STD
134-001	ALUMINUM FLYWHEEL HOUSING			STD
132-004	ELECTRIC GRID AIR INTAKE WARMER	10		N/C
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH			STD
<b>Transmission</b>				
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60	\$7,529.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Transmission Equipment</b>				
343-019	WTEC CALIBRATION - 6 SPEED RDS/TRV (PACKAGE 113)			N/C
353-026	VEHICLE INTERFACE WIRING AND PDM WITH BODY BUILDER CONNECTOR. BACK OF CAB			\$247.00
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED			\$161.00
362-035	CHELSEA 277 SERIES CUSTOMER INSTALLED PTO			N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION			N/C
341-01B	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			N/C
97G-002	TRANSMISSION PROGNOSTICS - DISABLED(N/A)			STD
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			N/C
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD
<b>Front Axle and Equipment</b>				
400-1A6	AF-12 0-3 12.000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	60		\$262.00
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES			N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			N/C
427-001	FRONT BRAKE DUST SHIELDS	5		\$43.00
409-021	CHICAGO RAWHIDE SCOTSEAL PLUS XL FRONT OIL SEALS			N/C
408-001	VENTED FRONT HUB CAPS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-008	GUNITE AUTOMATIC FRONT SLACK ADJUSTERS			N/C
536-050	TRW THP-60 POWER STEERING	10		N/C
539-003	POWER STEERING PUMP			STD
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR			STD
40T-001	PETROLEUM BASED SAE 80/90 FRONT HUBS LUBE			STD
<b>Front Suspension</b>				
620-015	12,000# TAPERLEAF FRONT SUSPENSION	40		\$78.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
410-001	FRONT SHOCK ABSORBERS	30		STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Rear Axle and Equipment</b>				
420-091	RS-21-145 21,000# R-SERIES SINGLE REAR AXLE		170	\$707.00
421-586	5.88 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-013	17T MERITOR MAIN DRIVELINE WITH HALF ROUND YOKES	50	50	\$165.00
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			(\$98.00)
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)			N/C
451-023	CONMET CAST IRON REAR BRAKE DRUMS			N/C
425-002	REAR BRAKE DUST SHIELDS		5	\$67.00
440-021	CHICAGO RAWHIDE SCOTSEAL PLUS XL REAR OIL SEALS			N/C
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			N/C
428-008	GUNITE AUTOMATIC REAR SLACK ADJUSTERS			N/C
41T-001	PETROLEUM BASED SAE 80/90 REAR AXLE LUBE			STD
<b>Rear Suspension</b>				
622-1MJ	23,000# 52" VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		150	\$299.00
621-001	SPRING SUSPENSION - NO AXLE SPACERS			STD
431-001	STANDARD U-BOLT PAD			STD
<b>Brake System</b>				
018-002	AIR BRAKE PACKAGE	80	140	\$1,160.00
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL			N/C
671-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			N/C
904-001	FIBER BRAID PARKING BRAKE HOSE			N/C
412-001	STANDARD BRAKE SYSTEM VALVES			N/C
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			N/C
480-034	BW AD-IP BRAKE LINE AIR DRYER WITH HEATER	35		\$486.00
460-001	STEEL AIR BRAKE RESERVOIRS			N/C
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			N/C
* 477-008	BW DV-2 AUTO DRAIN VALVE WITH HEATER - WET TANK			\$75.00

#### Trailer Connections

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Data Code	Description	Weight Front	Weight Rear	Retail Price
296-010	PRIMARY CONNECTOR/RECEPTACLE CENTER PIN POWERED THROUGH IGNITION			N/C
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	5	5	\$399.00
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			N/C
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT			STD
<b>Wheelbase &amp; Frame</b>				
545-447	4475MM (175 INCH) WHEELBASE			N/C
546-100	11/32"X3-1/2"X10-3/16" STEEL FRAME (8.73MMX258.8MM/344"X10.19") 120KSI	300	90	\$404.00
552-068	2700MM (106 INCH) REAR FRAME OVERHANG			N/C
55W-010	FRAME OVERHANG RANGE: 101 INCH TO 110 INCH	-60	260	N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
<b>Chassis Equipment</b>				
556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS			STD
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
565-998	NO MUDFLAP BRACKETS			STD
590-998	NO REAR MUDFLAPS			STD
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD			N/C
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
<b>Fuel Tanks</b>				
206-192	50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - RH	20		\$35.00
218-005	RECTANGULAR FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-076	ALLIANCE FUEL FILTER/WATER SEPARATOR WITH HEATED BOWL	15		\$128.00
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
202-003	REINFORCED NYLON FUEL HOSE			STD
<b>Tires</b>				
514-021	11R22.5 14 PLY RADIAL FRONT TIRES			N/C
093-0KK	GOODYEAR G395 LHS 11R22.5 14 PLY RADIAL FRONT TIRES	12		\$502.00
516-021	11R22.5 14 PLY RADIAL REAR TIRES			N/C
094-0FE	GOODYEAR G164 RTD 11R22.5 14 PLY RADIAL REAR TIRES		60	\$992.00
<b>Hubs</b>				
418-045	CONMET PRE-SET BEARING IRON FRONT HUBS			N/C
450-045	CONMET PRE-SET BEARING IRON REAR HUBS			\$87.00
<b>Wheels</b>				
502-717	ACCURIDE ACCU-LITE 50408 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC FRONT WHEELS	-20		(\$38.00)
505-717	ACCURIDE ACCU-LITE 50408 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		-40	(\$76.00)
498-012	NYLON WHEEL GUARDS BETWEEN REAR DUAL WHEELS ONLY			\$8.00
<b>Cab Exterior</b>				
829-071	106" BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTS			\$146.00
678-001	LH AND RH GRAB HANDLES			\$83.00
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE			\$130.00
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE			STD
644-004	FIBERGLASS HOOD			STD
726-001	SINGLE ELECTRIC HORN			STD
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL			N/C
302-047	FREIGHTLINER LED AERODYNAMIC MARKER LIGHTS			\$45.00
311-001	DAYTIME RUNNING LIGHTS			\$15.00
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BG	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS			\$150.00
797-001	DOOR MOUNTED MIRRORS			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
796-001	102" EQUIPMENT WIDTH			STD
743-1AP	LH AND RH 8" MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
729-001	STANDARD SIDE/REAR REFLECTORS			STD
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES			\$67.00
768-043	63 INCHX14 INCH TINTED REAR WINDOW			STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			STD
654-003	MANUAL DOOR WINDOW REGULATORS			STD
663-013	TINTED WINDSHIELD			STD
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR			STD
<b>Cab Interior</b>				
707-1AK	OPAL GRAY VINYL INTERIOR			STD
706-013	MOLDED PLASTIC DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-027	GRAY VINYL MATS WITH INSULATION			STD
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER			\$27.00
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING			STD
694-010	IN DASH STORAGE BIN			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-006	GRAY/CHARCOAL FLAT DASH			STD
720-002	2-1/2 LB. FIRE EXTINGUISHER	5		\$38.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER	70		\$998.00
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			N/C
170-015	STANDARD HEATER PLUMBING			STD
130-003	SANDEN COMPACT AIR CONDITIONER COMPRESSOR			N/C
702-002	BINARY CONTROL, R-134A			N/C
739-001	CAB INSULATION			STD
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-010	DOVE DOOR ACTIVATED LH, DUAL READING LIGHTS, FORWARD CAB ROOF			\$58.00
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
284-023	(1) 12 VOLT POWER SUPPLY IN DASH			\$17.00
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10		\$21.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
756-081	BOSTROM TALLADEGA 910 HIGH BACK AIR SUSPENSION DRIVER SEAT	40		\$258.00
780-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	30		\$258.00
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4		\$98.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER			\$22.00
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER			\$66.00
783-008	3 POINT DRIVER AND PASSENGER AND 2 POINT CENTER FRONT SEAT BELT RETRACTORS			N/C
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		\$894.00
540-015	4-SPOKE 18" (450MM) STEERING WHEEL			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

#### Instruments & Controls

87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS			\$44.00
870-001	BLACK GAUGE BEZELS			STD
732-004	GRAY DRIVER INSTRUMENT PANEL			STD
734-004	GRAY CENTER INSTRUMENT PANEL			STD
486-001	LOW AIR PRESSURE LIGHT AND BUZZER			N/C
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			N/C
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			\$27.00
721-003	PRECO 1040 87 DB TO 112 DB AUTOMATIC SELF-ADJUSTING BACKUP ALARM		2	\$77.00
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-011	ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE DISPLAY; 1X7 CHARACTER, 26 WARNING LAMPS, DATA LINKED, ICU3			STD
160-012	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1587/1708/1939, LOCATED BELOW DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE			N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB			\$217.00
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			\$73.00
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-035	(1) ELECTRIC/AIR DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP			\$163.00
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
679-001	OVERHEAD INSTRUMENT PANEL			\$74.00
746-1AF	AM/FMWB RADIO	10		\$252.00
747-001	DASH MOUNTED RADIO			N/C
750-002	(2) RADIO SPEAKERS IN CAB			N/C
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF			N/C
748-006	POWER AND GROUND WIRING PROVISION			\$19.00
749-016	CB WIRING ONLY TO ROOF/OVERHEAD CONSOLE; NO MOUNTING PROVISION			N/C
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			\$97.00
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
329-077	(8) EXTRA SWITCHES IN DASH; (4) WITH INDICATOR LAMPS AND WIRES TO CHASSIS AT BACK OF CAB, (4) WIRED BY BODY BUILDER			\$250.00
883-998	NO TRAILER HAND CONTROL BRAKE VALVE			STD
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-001	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES			\$14.00
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH			STD
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			N/C
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE			STD
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS			STD
<b>Design</b>				
065-000	PAINT, ONE SOLID COLOR			STD
<b>Color</b>				
980-3F6	CAB COLOR A: N0006EA WHITE ELITE SS			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
996-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
962-970	VENDOR WHITE FRONT WHEELS/RIMS			STD
966-970	VENDOR WHITE REAR WHEELS/RIMS			STD
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX			STD

#### Secondary Factory Options

998-001	CORPORATE PDI CENTER IN-SERVICE ONLY			N/C
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#### Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

### TOTAL VEHICLE SUMMARY

#### Adjusted List Price

Adjusted List Price \*\* \$101,813.00

#### Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight*	6515 LBS	3972 LBS	10487 LBS
Total Weight*	6515 LBS	3972 LBS	10487 LBS

### ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

#### Other Factory Charges

DELIVERY & ORDER PROCESSING CHARGE \$1,700.00

#### Extended Warranty



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WAG-002	TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 1 YEAR/UNLIMITED MILEAGE	\$100.00
	Total Extended Warranty (Local Currency)	\$100.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

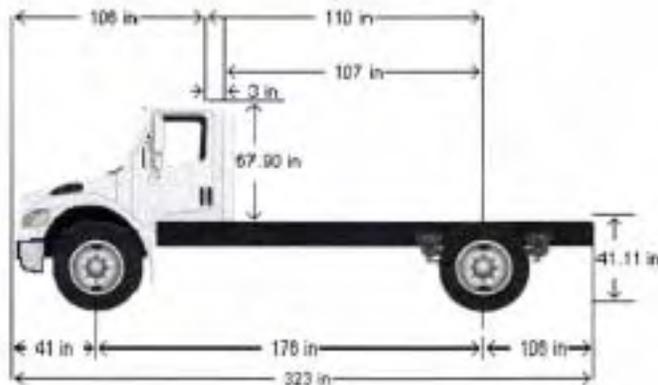
(\*\*) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.



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## DIMENSIONS



### VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model		M2106
Wheelbase (545)		4475MM (176 INCH) WHEELBASE
Rear Frame Overhang (552)		2700MM (106 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)		NO FIFTH WHEEL

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Maximum Forward Position ( ) ..... N/A  
 Maximum Rearward Position ( ) ..... N/A  
 Amount of Side Travel ( ) ..... 0  
 Side Increment ( ) ..... 0  
 Desired Slide Position ( ) ..... N/A  
 Cab Size (829) ..... 106" BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB  
 Sleeper (882) ..... NO SLEEPER BOX/SLEEPER CAB  
 Exhaust System (016) ..... RH INBOARD FRAME MOUNTED HORIZONTAL AFTERTREATMENT DEVICE WITH HORIZONTAL TAILPIPE

**TABLE SUMMARY - DIMENSIONS**

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	110.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	107.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	216.4
Cab Height (CH)	67.9
Wheelbase (WB)	176.0
Frame Overhang (OH)	105.0
Overall Length (OAL)	322.7
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.1

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





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 Phone: (815) 886-1776 Fax: (815) 886-1161  
 www.powerequipmentleasing.com

March 20, 2009

Mr. Ron Donze  
 Truck Centers, Inc.  
 2280 Formosa Road  
 Troy, IL 62294

Purchasing Agency: Mr. Kenneth A. Eyer, P.E.  
 Director of Public Works  
 Village of Park Forest  
 350 Victory Drive  
 Park Forest, IL 60466



We are pleased to provide Power Equipment Leasing Company's Request for Proposal for one **VERSALIFT VST-6000-MHI**, insulated 60 ft. (18.3 m) telescopic aerial platform lift, 65 ft (19.8 m) working height including the following items:

- Standard platform capacity of 600 lbs. (272 kg) without jib and winch attached
- Platform capacity with the jib and winch is 450 lbs. (204 kg)
- Platform mounted full pressure Unitrol single-stick control including safety trigger, emergency stop, and hydraulic platform rotator with tilt for cleanout or rescue.
- Manual material handling jib and winch package for up to 1000 lbs. (454 kg) maximum capacity.
- Engine start/stop control from platform and lower controls.
- Continuous rotation with slip rings.
- 7.5 gpm open center hydraulic system with a 2250 psi (158 kg/cm<sup>2</sup>) operating pressure.
- Side mounted telescopic upper boom allows low stowing of platform. Fiberglass inner boom provides insulation gap of 48 inches fully retracted meeting ANSI A92.2-2001.
- Chassis insulating system (fiberglass lower boom insert) providing 24 in. (0.61 m) insulation gap and including accommodations to bridge insulation gap for testing per ANSI 92.2-2001.
- ANSI 92.2-2001 Category C 46 kV rating
- Inner boom finished with white urethane paint over a white gel coat.
- Non-lube bearings used throughout.
- One set of hydraulic tool outlets at platform. Quick disconnect fittings are included.
- Tubular pedestal including pedestal mounted A-frame outriggers with pivot feet, two control valves and a selector valve. Integral reservoir with a 25-gallon (94.5 l) capacity and dual sight gauges.
- Auxiliary narrow A outriggers with pivot feet and two control valves.
- Closed heavy-duty one-step 24 in. X 42 in. X 42 in. fiberglass platform.
- Platform liner with inside step and vinyl platform cover.
- Master/slave hydraulic leveling with upper and lower control to tilt for cleanout or rescue
- Emergency 12V DC hydraulic system.
- Full length subframe with tubular rubber platform support.
- Upper boom storage cradle with tie-down strap.
- White urethane paint, 6-mils
- Two safety harnesses and lanyards.
- Two operator's manuals and service manuals.

Page 2- vs 1000MH  
 Truck Centers, Inc  
 RE: Village of Park Forest

**LINE BODY:**

- Brand FX fiberglass line body with treadplate steel floor.
- Steel understructure.
- Stainless steel slam latches.
- Aluminum rock guards.
- 30" steel treadplate tailshelf with LED lighting package.
- Wheel chock storage.
- Flexglo compartment lights mounted in top of all body compartments.
- Compartment height-48 inches and compartment depth-18 inches.
- Aluminum gripstrut on compartment tops.
- Push-pull compartment rod- lock system.
- Full length hot-stick shelf, lined with plywood, including rear door on streetside.
- Standard white gel-coat finish.

Streetside Compartmentation:

- 1<sup>st</sup> Vertical-Two (2) adjustable shelves with dividers
- 2<sup>nd</sup> Vertical- Two (2) adjustable shelves with dividers.
- 3<sup>rd</sup> Vertical- Three adjustable shelves with dividers
- Horizontal- Open
- Rear Vertical-Two (2) adjustable shelves with dividers.

Curbside Compartmentation:

- 1<sup>st</sup> Vertical- Two (2) adjustable shelves with dividers
- 2<sup>nd</sup> Vertical- Access steps with SS grab handles
- 3<sup>rd</sup> Vertical- Two (2) adjustable shelves with dividers
- Horizontal- Divider tray at bottom of compartment.
- Rear Vertical-Locking swivel hooks 1-3-1.

**CHASSIS: PRICING NOT INCLUDED- SEE NOTE PAGE THREE (3)**

- 2010 Freightliner M2-106 Conventional 4X2 cab and chassis.
- Per State of Illinois Chassis Purchasing Program
- See attached chassis specification sheets- Truck Centers, Inc. contact: Ron Donze
- Contact information below

**WARNING LIGHTING:**

- Whelen Roof Mounted Micro-Edge Lightbar with Controller in Cab.
- Whelen LED Arrow Stick At Rear of Tailshelf with Controller Mounted in Cab.
- Whelen LED Amber Flashing Light Heads with Switch in Cab. Four (4) at Rear of Body
- Compartments, Two (2) Each Side of Body, Two (2) Front Grill Mounted

**INSTALLATION:**

- Install VERSALIFT VST-6000-MHI, mounting hardware and PTO and Pump
- Install Brand FX Line Body and Accessories.
- Install Full Cab Guard With Heavy-Duty Front Bumper, Painted to Match Cab.
- Install A-frame outriggers and auxiliary outriggers.
- Install ICC Bumper.
- Install Two (2) Pole Cradles- One (1) at Rear of Tailshelf/ One (1) at Lower Boom Rest- Right Side
- Install Hydraulic Tool Outlets With Quick Couplers at Rear of Tailshelf.
- Install Back-Up Alarm and Mud flaps.
- Install Warning Lighting Package.
- Install 2400 Watt Inverter, Cable Assemblies, Auxiliary Battery and Box, and Outlet at Rear of Tailshelf
- Install Pull-Out Access Step with Two Handrails.
- Install Black Non-skid on body floor and Tailshelf.
- Furnish Wheel Chocks, Outrigger Pads, Fire Extinguisher, and 3-Piece Triangle Reflector Kit.
- Test ride completed unit for one (1) hour
- Test and certify per ANSI A92.2-2001.
- Perform in-service and operator familiarization per ANSI A92.2 for Village of Park Forest employees.

**TOTAL PRICE, F.O.B. ROMEOVILLE, IL:**

**AERIAL TOWER, BODY, AND INSTALLATION- EXCLUDING CHASSIS:**

**\$124,185.00**

Page 3- Versalift VST-6000 MHI  
Truck Centers, Inc.  
RE: Village of Park Forest

**TERMS:** Purchase order generated from Truck Centers, Inc.  
Price does not include license, title, or applicable taxes: local, state, or federal.  
**DELIVERY:** \*\* 90 to 120 days after receipt of chassis, aerial tower, and body  
**VALIDITY:** This quote is valid for 30 days.  
**WARRANTY:** Standard warranty applies, see enclosed warranty statement.  
**NOTE:** Chassis and equipment purchase through Truck Center, Inc.  
State of Illinois Pricing

*NOTE:*  
*Chassis pricing and completed unit pricing and invoicing provided by*  
Mr. Ron Donze  
Truck Centers, Inc.  
2280 Formosa Road  
Troy, IL 62294  
800-669-3454 ✓  
618-667-6874 Fax

Thank you for the opportunity to provide this Request for Proposal to the Village of Park Forest. Power Equipment Leasing Company Request for Proposal to be quoted to the Village of Park Forest by Truck Centers, Inc.

If you have any questions or comments please call me at 815-886-1776 or on my mobile at 815-370-0086

Best regards,

James Rooks

**Truck Centers, Inc.**  
Customer Acceptance: \_\_\_\_\_

Purchase Order No \_\_\_\_\_

Date: \_\_\_\_\_

**Village of Park Forest**  
Customer Acceptance: \_\_\_\_\_

Purchase Order No' \_\_\_\_\_

Date' \_\_\_\_\_

**VILLAGE OF PARK FOREST**

**MEMORANDUM**

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

**FROM:** Thomas Mick, Village Manager

**DATE:** March 18, 2009

**SUBJECT:** **A Resolution Authorizing the Village to Execute the 2007-2008 Cook County Community Development Block Grant Sub-recipient Agreement with the County of Cook, Illinois Related to the Demolition of the Former Marshall Fields Building**

**BACKGROUND/DISCUSSION:**

The Village has made application to Cook County Department of Planning & Development for Community Development Block Grant funds for the purpose of demolishing the former Marshall Fields Building. Attached includes letters to the County detailing the Village's efforts and funding requests to date, an enabling resolution authorizing Village execution of the sub-recipient grant agreements and the grant agreements themselves. The sub-recipient grant agreements are for the 2007-2008 Program Year, Project # 07-124, Demolition – Phase 1, \$300,000.

**SCHEDULE FOR CONSIDERATION:**

This issue will appear on the agenda for the Rules and Regular Meetings of Monday, March 23, 2009 for Board discussion and approval.

Resolution No. \_\_\_\_\_

**A Resolution Authorizing the Village to Execute the 2007-2008 Cook County Community Development Block Grant Sub-recipient Agreement with the County of Cook, Illinois Related to the Demolition of the Former Marshall Fields Building**

**WHEREAS** the Village of Park Forest has identified capital improvement and/or redevelopment projects throughout the Village that can only be completed by the successful solicitation of outside grant funding; and

**WHEREAS** the Village of Park Forest qualifies for Community Development Block Grant funds based on specific socio-economic criteria set forth by the Department of Housing and Urban Development; and

**WHEREAS** the Village of Park Forest made applications to Cook County for the purposes of acquiring funding for a redevelopment project; and

**WHEREAS** the Village of Park Forest is seeking to demolish the former Marshall Field's Building; and

**WHEREAS** the Village of Park Forest was awarded funding through these applications for Project #07-124, Demolition – Phase 1, \$300,000.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Park Forest that the Mayor and the Village Clerk be and are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute Community Development Block Grant Program Agreements with the County of Cook, Illinois for Project #07-124, Demolition – Phase 1, \$300,000.

**BE IT FUTHER RESOLVED** by the Mayor and Board of Trustees of the Village of Park Forest that the Village Manager be hereby directed and authorized to execute any and all additional documents necessary to carry out these Community Development Block Grant Applications on behalf of the Village of Park Forest.

Adopted this \_\_\_\_\_ day of March, 2009.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Village Mayor

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

**2007 PROGRAM YEAR**  
**OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008**

# **SUBRECIPIENT**



# **AGREEMENT**

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**SUBRECIPIENT:** Village of Park Forest

**PROJECT #:** 07-124

**FOR :** Demolition

**PROJECT TITLE :** Demolition (Phase 1)

**GRANT AMOUNT :** \$300,000.00

## 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 Exhibit 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 **\$300,000.00**. 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 subrecipient 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 employee 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 that 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 the Subrecipient 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**

**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.).



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. **3246** PROJECT TITLE **Demolition for spot Slum and Blight**  
Account #: **9428225-580170.100**

Eligibility Citation **570.201(d)** Budget Amount **\$300,000** Award Match **\$328,667** Source 1 **General Village funds**  
Match 2 Source 2

**SUMMARY PROJECT DESCRIPTION:**

Eligibility:

LMI

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

Slum Blight

- Does Not Apply
- Area
- Spot

Is Acquisition Required?

- Yes
- No

Census Tracts

Block Groups

L/M Income %

Empty box for project description details.

**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 116,000 sq. ft. building by September, 2008.

Environmental Review	Amendment	Amendment Date	Planner
Environmental Assessment Required (24CFR)			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	\$300,000	\$283,333	\$583,333
Acquisition	_____	_____	\$0
Relocation	_____	_____	\$0
<b>TOTAL PROJECT ACTIVITY:</b>	<b>\$300,000</b>	<b>\$283,333</b>	<b>\$583,333</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
<b>Professional Services:</b>	<i>(Need to be Procured if using CDBG Funds.)</i>		
Architect	_____	_____	\$0
Engineering	\$0	\$45,334	\$45,334
Legal	_____	_____	\$0
Accounting (except Single Audit)	_____	_____	\$0
Other: _____	_____	_____	\$0
Other: _____	_____	_____	\$0
<b>TOTAL PROJECT DELIVERY:</b>	<b>\$0</b>	<b>\$45,334</b>	<b>\$45,334</b>

CDBG Grand Total	Match Grand Total	Grand Total
<b>\$300,000</b>	<b>\$328,667</b>	<b>\$628,667</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.

**VILLAGE OF PARK FOREST**

**MEMORANDUM**

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

**FROM:** Thomas Mick, Village Manager

**DATE:** March 18, 2009

**SUBJECT:** **A Resolution Authorizing the Village to Execute the 2008-2009 Cook County Community Development Block Grant Sub-recipient Agreement with the County of Cook, Illinois Related to the Demolition of the Former Marshall Fields Building**

**BACKGROUND/DISCUSSION:**

The Village has made application to Cook County Department of Planning & Development for Community Development Block Grant funds for the purpose of demolishing the former Marshall Fields Building. Attached includes letters to the County detailing the Village's efforts and funding requests to date, an enabling resolution authorizing Village execution of the sub-recipient grant agreements and the grant agreements themselves. The sub-recipient grant agreements are for the 2008-2009 Program Year, Project # 08-121, Demolition – Phase 2, \$300,000.

**SCHEDULE FOR CONSIDERATION:**

This issue will appear on the agenda for the Rules and Regular Meetings of Monday, March 23, 2009 for Board discussion and approval.

Resolution No. \_\_\_\_\_

**A Resolution Authorizing the Village to Execute the 2008-2009 Cook County Community Development Block Grant Sub-recipient Agreement with the County of Cook, Illinois Related to the Demolition of the Former Marshall Fields Building**

**WHEREAS** the Village of Park Forest has identified capital improvement and/or redevelopment projects throughout the Village that can only be completed by the successful solicitation of outside grant funding; and

**WHEREAS** the Village of Park Forest qualifies for Community Development Block Grant funds based on specific socio-economic criteria set forth by the Department of Housing and Urban Development; and

**WHEREAS** the Village of Park Forest made applications to Cook County for the purposes of acquiring funding for a redevelopment project; and

**WHEREAS** the Village of Park Forest is seeking to demolish the former Marshall Field's Building; and

**WHEREAS** the Village of Park Forest was awarded funding through these applications for Project #08-121, Demolition – Phase 2, \$300,000.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Park Forest that the Mayor and the Village Clerk be and are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute Community Development Block Grant Program Agreements with the County of Cook, Illinois for Project #08-121, Demolition – Phase 2, \$300,000.

**BE IT FUTHER RESOLVED** by the Mayor and Board of Trustees of the Village of Park Forest that the Village Manager be hereby directed and authorized to execute any and all additional documents necessary to carry out these Community Development Block Grant Applications on behalf of the Village of Park Forest.

Adopted this \_\_\_\_\_ day of March, 2009.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Village Mayor

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

**2008 PROGRAM YEAR**  
**OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009**

# **SUBRECIPIENT**



# **AGREEMENT**

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**SUBRECIPIENT:** Village of Park Forest

**PROJECT #:** 08-121

**FOR :** Demolition

**PROJECT TITLE :** Demolition of vacant, blighted building (Phase 2)

**GRANT AMOUNT :** \$300,000.00

## **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, made and entered into effective as of the first day of October 2008, 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, 2008 through September 30, 2009, 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 **08-121**).

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 Exhibit 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 **\$300,000.00**. The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for **08-121** 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, 2009. **The subrecipient 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, 2009. 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 employee 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 that 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 the Subrecipient 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, 2009.**

**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).



**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

2008 Program Year: October 1, 2008 through September 30, 2009

Planner **Tim Kleist**

## SUBRECIPIENT VILLAGE OF PARK FOREST

ADDRESS **301 Centre 1** CITY **Park Forest** ZIP **60466-2068**

**Tom Mick** (708) 748-1112 (708) 503-8560

PROGRAM MANAGER PHONE FAX E-MAIL

PROJNUM IDIS No. PROJECT TITLE

08-121

Demolition for Spot Slum and Blight

Account #:  
9428225-580170.100

Eligibility Citation **570.201(d)** Budget Amount **\$300,000** Award Match **\$328,667** Source 1 **Village Corporate Funds**

Match 2 Source 2

### SUMMARY PROJECT DESCRIPTION:

#### Eligibility:

##### LMI

- Does Not Apply  
 Area Benefit  
 Limited Clientele

- Housing Activity  
 Job Creation/Retention

Census Tracts

##### Slum Blight

- Does Not Apply  
 Area  
 Spot

Block Groups

##### Is Acquisition Required?

- Yes  
 No

LM Income %

### NARRATIVE:

#### Awarded Location

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 116,000 sq. ft. of building by September, 2009.

#### Environmental Review

Environmental Assessment Required

#### 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	\$300,000	\$283,333	\$583,333
Acquisition	_____	_____	\$0
Relocation	_____	_____	\$0
<b>TOTAL PROJECT ACTIVITY:</b>	<b>\$300,000</b>	<b>\$283,333</b>	<b>\$583,333</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 these activities 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 @ \$.505 per mile	_____	_____	\$0
Other: _____	_____	_____	\$0
Other: _____	_____	_____	\$0
<b>Professional Services:</b>			
Architect	_____	_____	\$0
Engineering	\$0	\$45,334	\$45,334
Legal	_____	_____	\$0
Accounting (except Single Audit)	_____	_____	\$0
Other: _____	_____	_____	\$0
Other: _____	_____	_____	\$0
<b>TOTAL PROJECT DELIVERY:</b>	<b>\$0</b>	<b>\$45,334</b>	<b>\$45,334</b>

CDBG Grand Total  
**\$300,000**

Match Grand Total  
**\$328,667**

Grand Total  
**\$628,667**

**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.



www.villageofparkforest.com

**Mayor**  
John A. Ostenburg

April 16, 2008

**Village Trustees**  
Mae Brandon  
Bonita Dillard  
Gary Kopycinski  
Kenneth W. Kramer  
Robert McCray  
Georgia O'Neill

Mr. Peter Nicholson , Director  
Cook County Department of Planning and Development  
69 W. Washington Street, Suite 2900  
Chicago, IL 60602

**Village Clerk**  
Dawn Robinson

Mr. Nicholson:

**Village Manager**  
Thomas Mick

Please accept this letter as an official request for funding assistance with a project that the Village of Park Forest is planning to embark upon in its quest to redevelop and revitalize its Downtown. As you are aware from our conversations and through your visits to Park Forest, a residential development titled Legacy Square is currently under construction in the Village's central business district. To date, phase I of this project is substantially complete and has resulted in 68 new housing units. The developer for this project, Bigelow Homes, is a nationally recognized company with a demonstrated track record for quality, yet affordable, housing.

**Village Hall**  
350 Victory Drive  
Park Forest, IL 60466  
(708) 748-1112

With phase I at the verge of completion, planning has begun on phase II with a preliminary plat of subdivision and a planned unit development overlay having already been reviewed by the Park Forest Plan Commission and approved by the Park Forest Board of Trustees in February of this year. Negotiation of a redevelopment agreement for this project has begun for phase II that would add a proposed 75 residential units to the Downtown. A major component of this project, and financial obstacle, is the demolition of the building formerly occupied by Marshall Fields. In its heyday, Marshall Fields was one of the cornerstones for the Park Forest Plaza. Arguably, the Plaza was the regional shopping destination of the far south suburbs for more than two decades. The advent of indoor malls led to the demise of the Park Forest Plaza and it began to decline.

**DownTown  
Management Office**  
226 Forest Blvd.  
(708) 503-8153

**Fire Department**  
156 Indianwood Blvd.  
(708) 748-5605

**Freedom Hall**  
410 Lakewood Blvd.  
(708) 747-0580

**Health Department**  
350 Victory Drive  
(708) 748-1118

**Police Department**  
200 Lakewood Blvd.  
(708) 748-4700

**Recreation and  
Parks Department**  
350 Victory Drive  
(708) 748-2005

The long road to the redevelopment of its central business district began with the Village of Park Forest purchasing the entire Park Forest Plaza in 1995 as deterioration and blight began to unfold. Since then, a multitude of redevelopment initiatives have taken place and a number of successes have been experienced. Along the way, Village Officials have marketed the former Marshall Fields building to numerous potential users for retail, office, institutional/educational, or residential projects. Despite exhaustive efforts via the Village or by hired brokerage firms, all attempts to revitalize this dormant structure have been unsuccessful.

At long last, the Village has come to a realization that there is no market interest for the redevelopment of the Fields structure. Moving forward with plans recommended by the Urban Land Institute (ULI), phase II of Legacy Square would continue the directive to encourage new residential development to support the remaining commercial space in Downtown Park Forest. The ULI recommendations are the result of a Technical Assistance Panel conducted by the Institute in 2003. The demolition of the Marshall Fields structure will allow for phase II to take place and result in additional housing units and an expansion of the Village Green, a gathering place in the Downtown for numerous community events.

With the ULI's Technical Assistance Panel carried out, phase I of Legacy Square nearly complete and phase II already reviewed and approved by the Village, there is clear evidence that Park Forest, from a planning perspective, has done its due diligence in planning and moving forward the redevelopment and revitalization of its Downtown. Engineering specifications are currently being drafted for the Fields demolition project that needs to unfold this summer, hopefully as a result of County funding support. Park Forest has \$300,000 in local funds that have been budgeted and committed for the demolition project. Preliminary engineering estimates for demolition construction costs are at 1.2 – 1.5 million dollars. Including engineering services for the planning and oversight of the project, total costs are projected to be 1.5 – 1.8 million dollars. Any assistance that the Cook County Department of Planning and Development might be able to provide would greatly contribute to the continued success in redeveloping Downtown Park Forest.

To date, Village Staff has had several conversations with members of your staff regarding this project. The summary provided above can, if necessary, be further expounded upon in greater detail for your further consideration. In closing, on behalf of Mayor John A. Ostenburg, the Board of Trustees and the residents of Park Forest, I'd like to thank you and your staff for taking the time to consider this request. Should you have any questions please do not hesitate to contact me at your convenience at 708-748-1129.

Sincerely,



Thomas K. Mick  
Village Manager  
Village of Park Forest

cc: John A. Ostenburg, Mayor  
Elissa Johnson, Grants Manager, Cook County Department of Planning and Development  
Daniel McCain, Project Director, Cook County Department of Planning and Development  
Deborah Smith, Planner, Cook County Department of Planning and Development  
Hildy Kingma, Director of Economic Development and Planning



[www.villageofparkforest.com](http://www.villageofparkforest.com)

**Mayor**  
John A. Ostenburg

November 24, 2008

**Village Trustees**  
Mae Brandon  
Bonita Dillard  
Gary Kopycinski  
Kenneth W. Kramer  
Robert McCray  
Georgia O'Neill

Deborah Sims  
Cook County Commissioner, 5<sup>th</sup> District  
118 N. Clark Street, Room 567  
Chicago, IL 60602

**Village Clerk**  
Sheila McGann

**Village Manager**  
Thomas Mick

Commissioner Sims:

**Village Hall**  
350 Victory Drive  
Park Forest, IL 60466  
(708) 748-1112

Please accept this letter and the enclosed materials as insight on a request for funding assistance with a project that the Village of Park Forest has been planning to embark upon in its quest to continue with the redevelopment and revitalization of Downtown Park Forest. As you might be aware, a residential development titled Legacy Square recently completed Phase I in the Village's central business district. This initiative has resulted in 68 new housing units. The developer for this project, Bigelow Homes, is a nationally recognized company with a demonstrated track record for quality, yet affordable, housing.

**DownTown  
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**Police Department**  
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(708) 748-4700

**Recreation and  
Parks Department**  
350 Victory Drive  
(708) 748-2005

With Phase I substantially complete, planning had begun on Phase II with a preliminary plat of subdivision and a planned unit development overlay having already been reviewed by the Park Forest Plan Commission and approved by the Park Forest Board of Trustees in February of this year. Negotiation of a redevelopment agreement for this project began on what would have added an additional 75 residential units to the Downtown. Given the current state of the economy and the downturn in the housing market, Bigelow Homes has put off plans to pursue Phase II of Legacy Square. That noted, the continued redevelopment of Downtown Park Forest must proceed – hopefully with funding assistance from the Cook County Department of Planning and Development.

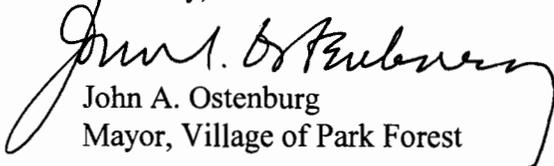
A major component, and financial obstacle, in the continued redevelopment of Downtown Park Forest is the demolition of the building formerly occupied by Marshall Fields. In its heyday, Marshall Fields was one of the cornerstones for the Park Forest Plaza. Arguably, the Plaza was the regional shopping destination of the far south suburbs for more than two decades. The advent of indoor malls led to the demise of the Park Forest Plaza and it began to decline. The long road to the redevelopment of its central business district began with the Village of Park Forest purchasing the entire Park Forest Plaza in 1995 as deterioration and blight

began to unfold. Since then, a multitude of redevelopment initiatives have taken place and a number of successes have been experienced. Along the way, Village Officials have marketed the former Marshall Fields building to numerous potential users for retail, office, institutional/ educational, or residential projects. Despite exhaustive efforts via the Village or by hired brokerage firms, all attempts to revitalize this dormant structure have been unsuccessful. Unfortunately, the building continues to fall into greater disrepair due to its age and lack of use. Despite the Village's annual costs of \$80,000 - \$100,000 to maintain the building, it has become increasingly blighted and an attractive public nuisance that has resulted in increased criminal activity.

Park Forest has allocated local funds to cover a portion of the Marshall Fields demolition. Preliminary engineering estimates for demolition construction costs are at 1.2 – 1.5 million dollars. Including engineering services for the planning and oversight of the project, total costs are projected to be 1.5 – 1.8 million dollars. As part of its planning and due diligence, the Village has been worked on potential County funding assistance for more than 18 months. To date, Village Staff has dedicated a tremendous amount of time (and taxpayer dollars) on this project. Likewise, Cook County Department of Planning and Development Staff have worked diligently in researching potential funding solutions. These efforts began with former Executive Director Peter Nicholson and have continued with Maurice Jones' leadership and guidance. At last update, Village Staff has been working toward a County grant of approximately \$950,000. Any assistance that you might be able to lend to the County's efforts to culminate a funding relationship would be greatly appreciated.

Once you have had the chance to look over this correspondence and the attached materials, perhaps we might be able to schedule a session in which Village Manager Tom Mick and I might be able answer any questions you might have. In the interim, should you have any questions, I can be reached via cell phone at 312-909-2311 or email at [jostenburg@aol.com](mailto:jostenburg@aol.com). Village Manager Mick can be reached directly at his office at 708-748-1129 or via email at [tmick@vopf.com](mailto:tmick@vopf.com).

Sincerely,



John A. Ostenburg  
Mayor, Village of Park Forest



[www.villageofparkforest.com](http://www.villageofparkforest.com)

**Mayor**  
John A. Ostenburg

October 9, 2008

**Village Trustees**  
Mae Brandon  
Bonita Dillard  
Gary Kopycinski  
Kenneth W. Kramer  
Robert McCray  
Georgia O'Neill

Mr. Maurice Jones  
Director, Cook County Department of Planning and Development  
Cook County Department of Planning and Development  
69 W. Washington Street, Suite 2900  
Chicago, IL 60602

**Village Clerk**  
Sheila McGann

**Village Manager**  
Thomas Mick

**Village Hall**  
350 Victory Drive  
Park Forest, IL 60466  
(708) 748-1112

Dear Mr. Jones,

It was my pleasure to meet with you. Thank you for introducing new staff and for meeting with us in Park Forest. Per your request, attached is a timeline documenting the efforts and progress made by the Village of Park Forest in the redevelopment of DownTown Park Forest.

**DownTown  
Management Office**  
226 Forest Blvd.  
(708) 503-8153

The Village strongly believes that the course of action undertaken and the ensuing results should relieve any doubt that we will succeed in identifying and partnering with a residential developer to construct a meaningful mixed-use and multi-family dwelling units – assuming that the Village's partnership with Bigelow Homes does not move forward with a Phase II in DownTown Park Forest on the land now occupied by the blighted Marshall Fields building and parking lot. It is my hope that the enclosed materials will reinforce what was noted in our recent meeting; that the Village of Park Forest is meticulous in its endeavors and has a proven track record for setting a vision and ensuring that it comes to fruition.

**Fire Department**  
156 Indianwood Blvd.  
(708) 748-5605

**Freedom Hall**  
410 Lakewood Blvd.  
(708) 747-0580

**Health Department**  
350 Victory Drive  
(708) 748-1118

**Police Department**  
200 Lakewood Blvd.  
(708) 748-4700

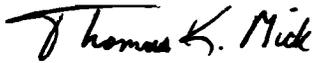
There is a lot of detail in the attached materials so as to give you ample background on all of the Village's efforts to create and maintain a viable downtown in Park Forest. We are confident that the hard work of the Village will result in an economically self-sustaining downtown which will become a focus of commercial, social, civic and cultural activity in the community, enabling prosperous small businesses in Cook County and affordable housing choices for Cook County residents.

**Recreation and  
Parks Department**  
350 Victory Drive  
(708) 748-2005

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I hope that the enclosed materials fulfill your team's informational needs as we work toward a favorable decision on the grant funding that will aid Park Forest in continuing the redevelopment of its Downtown. Should you have any questions please do not hesitate to contact me at your convenience at 708-748-1129.

Sincerely,



Thomas K. Mick  
Village Manager  
Village of Park Forest

cc: John A. Ostenburg, Mayor  
Board of Trustees  
Park Forest Department of Economic Development and Planning

## **TIMELINE FOR DOWNTOWN PARK FOREST**

In 1986 the Village created the initial tax increment financing (TIF) district in order to assist a previous owner of the Plaza in its efforts to renovate the property.

As early as 1992, Regeneration Trust, a British planning firm, encouraged the Village to stop thinking of the shopping center as a regional mall and begin conceptualizing it as a downtown.

In 1995, the Village purchased the back taxes on the shopping center, and was granted receivership of the property.

Sears announced it would close its Park Forest location in 1995. Because their projected sales tax and property tax revenues were used in the calculation of revenues intended to retire the old TIF debt, the Village was able to negotiate an agreement with Sears whereby they donated their land and buildings, valued at over \$6 million, to the Village, and paid \$2.6 million in a settlement to compensate the Village for the "lost" sales taxes. The Sears settlement was used to fund the purchase of the shopping center and to begin to operate it. As the result of a negative situation, Sears turned into an early partner in the Village's efforts to create a traditional downtown.

As a result of strategic planning in January of 1996, the Board adopted the following mission statement for the redevelopment of DownTown Park Forest:

### **Mission Statement**

To create a viable downtown in Park Forest that is economically self sustaining and which will become a focus of commercial, social, civic and cultural activity in the community.

In February 1996, the Village hired the planning firm of Trkla, Pettigrew, Allen and Payne to develop a concept plan to accomplish that goal. The Trkla, Pettigrew, Allen and Payne plan recommended the demolition of unnecessary commercial structures and elimination of unused parking lots. The plan recommended the construction of a new road through the middle of the property, through the area that used to be the landscaped mall and walking paths of the shopping center. This plan recommended new residential development close to the heart of downtown, a Village green for Village-sponsored activities and mixed-use rather than retail-only development.

The Village Board, in March 1996, approved plans to begin the implementation of the transition to DownTown. Phase I of the project included dissolving the then-existing plats of subdivision, which had no logical basis if the area was to be considered a downtown, and creating new plats. The new plats identified publicly-dedicated streets, publicly-owned parking lots and privately-owned buildings. Plat covenants were also developed. They permit the sale of individual buildings while maintaining some control over use and maintenance. They also establish a mechanism for cost sharing of maintenance of common areas. This phase also included dissolving the initial Tax Increment Financing District and creating a new one. Actual construction in Phase I included demolition of the bowling alley and Sears buildings. It also included engineering the re-connection of Forest Avenue, a street that was divided when Sears

was originally built, and creation of a portion of the new street through the middle of the mall area were completed.

The Lakota Group, a planning firm with a great deal of experience in downtown redevelopment, was then hired to test the concepts in the concept plan and to develop a master plan. In April 1997, less than two years after acquiring the Plaza, the Village adopted a Master Plan for DownTown Park Forest. The Master Plan addresses how the defunct shopping center could be dramatically redeveloped into an active mixed-use "Main Street" downtown.

In February 1997, the Board of Trustees approved Phase II of the redevelopment of DownTown. The Phase II plans included the demolition of Goldblatts and the dry cleaners and construction of a new main street from Orchard Drive to that point at which it joins the section constructed in Phase I. Phase II also included the funds necessary to re-roof Marshall Field's, as well as marketing and managing the DownTown. This included tenant build-out, walkways, entry features, Western Avenue sign demolition, in-fill parking lots, brokerage/selling/leasing costs, planning costs, financial consulting, engineering, legal fees and appraisals.

During Fiscal Year 1997/1998, contracts were approved for the asbestos removal in, and demolition of, Goldblatts, the dry cleaners, and the Millionaire's Club, and demolition of the Western Avenue sign. Marshall Field's was re-roofed. Forest Boulevard was constructed, north/south, through the former Sears site. The new Main Street was constructed from Forest to Cunningham and Cunningham was constructed north from the new Main Street to Lakewood Boulevard.

The Village received a Community Development Block Grant to fund a portion of the Phase II demolition. Motor Fuel Tax funds were dedicated to the construction of the new road system.

In February 1998, the Board established Phase III priorities for DownTown. These included the demolition of the storefronts next door to the former Lane Bryant, currently identified as 331 Main Street and half of 327 Main, to provide for a new north/south roadway (Lester Road) linking Indianwood Boulevard to the new Main Street, engineering and construction of the new roadway through the cut-through building, development of a village green, streetscape features and continuation of the roof replacement program.

The Fiscal Year 1998/1999 DownTown Park Forest budget accomplished a portion of Phase III. The Village applied for and received Community Development Block Grant Funding to demolish 331 and 327 Main. Engineering of Main Street from Cunningham to South Orchard was completed and the project was bid in the fall of 1998 but only one bid was received and it was over budget. The project was bid again in the spring. Construction began at the beginning of May 1999. Engineering design of the Village Green was completed. When the project was bid, no bids were received. As a result, the Village served as general contractor for this project and some of the labor was accomplished by volunteers, both staff and community.

During Fiscal Year 1998/1999, sale of the movie theater building to a private owner was completed as well as the sale of the former Goldblatts parking lot and building footprint for

residential development. The former Sears parking lot was subdivided. Ultimately, one quarter of this land would be sold for development of a 95 unit senior apartment building and an 87 unit assisted care facility, and one quarter would be sold to American Stores for development of an Osco Drug Store, now CVS.

During Fiscal Year 1998/1999, a cultural arts niche was created in the DownTown. The former arts and crafts store, All the Makings, was converted into a cultural arts center. It houses the offices and Board Room of the Illinois Philharmonic Orchestra which performs at venues throughout the south suburbs, the Illinois Theatre Center, an equity theater company, and the Tall Grass Arts Association Gallery and School.

During Fiscal 1999/2000, the Main Street roadway extension to Western Avenue was completed. Building #3 (a 10,000 square foot retail building) was sold to a private owner, and the sales of land to American Stores (Osco) and Associated Ventures (senior housing) were culminated. Construction of the new Osco Drug Store took place with an April 2000 Grand Opening. Sales contracts were signed for the vacant parcel on Western and Main Street across from the new Osco Foods.

In 1999 the Village began working with a residential developer to construct a new single family home development on the site of the former Goldblatts Department Store. That developer would install the infrastructure and construct five model homes the period from 2000 to 2003. This development was originally known as Victoria Place.

Several of the Phase III projects were completed during Fiscal Year 2000/2001. Bank Calumet (now First Midwest Bank) built a bank on the parcel located on the north side of Main Street at Western Avenue. Construction of the new 95-unit senior independent living facility was completed and construction of the new senior assisted living facility began. The independent living facility was 100% pre-leased prior to opening.

In 2001/2002, the Village contracted with the planning firm that created the original Master Plan for DownTown, The Lakota Group, to do an evaluation of the Master Plan after six years of redevelopment.

In Fiscal Year 2001/2002, leases were signed with Rich Township for a Senior Center and South Suburban Family Shelter's Resale Shop "One More Thing." Construction of the new 87-unit senior assisted living facility was completed. Leasing activity continued with the signing of a lease renewal with Bank One (now Chase Bank).

In 2001/2002, the Village also contracted with Business Districts, Inc., specialists in marketing urban areas. They were asked to study the market potential of DownTown and to create a marketing plan.

In Fiscal Year 2002/2003, two new leases were signed for Building #7. A chiropractor signed a lease for 1,800 square feet. The Village created a banquet hall/meeting room facility, "Dining on

the Green,” in a vacant DownTown restaurant. Southland Caterers, another DownTown tenant, is the manager of the facility.

In 2003, the Rogers & Holland Jewelers corporate headquarters building was donated to Aunt Martha’s Youth Services.

With input from ULI and the Campaign for Sensible Growth, in 2003 a Technical Assistance Panel convened. Specific to Marshall Fields, despite strong community memories, their recommendation was to demolish the building and attempt 325 dwelling units on the available land.

Emphasis in Fiscal Year 2003/2004 was on marketing the DownTown. Dr. Tyssen, Park Forest Chiropractic, opened for business in August 2003. Dr. Tyssen has had an existing business on the south side of Park Forest since the mid 90’s. Matthew Johnson, MD, opened his Family Practice in the DownTown. He opened for business in March 2004. Two second floor office tenants expanded into larger spaces during 2004.

Many of the major capital projects in DownTown have been completed. One of the last major projects approved by the Board was to replace the HVAC system in two DownTown buildings. The buildings had previously been cooled by a water-cooling system. The Illinois Environmental Protection Agency deemed the water to be too high a quality to be utilized in such a manner and recommended that it be redirected to the Village’s drinking water supply. Thus, the HVAC units were replaced with air-cooled systems. The Village began the engineering evaluation of the HVAC system for Buildings #1 and #7 during fiscal 2002/2003. The heating and air conditioning upgrade for Buildings #1 and #7 was completed the beginning of January 2004. There are fifteen new interior furnaces and exterior condensers in Building #1 and ten new systems in Building #7.

The five completed homes at Victoria Place would eventually be sold to homeowners after the Village bought the property back from the developer in July 2004.

In Fiscal Year 2004/2005, eight office tenants and one ground level tenant renewed their leases. Noemi’s Bridal expanded her business and relocated to Main Street in August 2005. Tonya Carl, owner of My Hair Studio retired. Mario Philpotts, with Smooth Cuts, expanded his lease to include the My Hair Studio business. Dr. Johnson decided to expand his practice into the space next door, 346 Victory, in April 2005. With the four Medical offices in the Downtown, the approximate total number of patients served is close to 13,000.

Matanky Realty Group purchased Building #2, the movie theater building, in early 2005. In March 2005, a new theatre operator signed a lease and re-opened the theatre in the summer of 2005. Matanky Realty Group has signed new leases for their building with Primerica, Remedy Hair Salon and Bumper to Bumper.

In Fiscal Year 2005/2006, the Fire Station was completed in the DownTown. A new roof was installed on the east side of Building #7 in the fall of 2005. There were nine new leases signed

which include four new ground level tenants: Dr. Nancy Lee (podiatrist), Ellie Pickering (Na'ama Rose Dance Center), Oasis Salon Studio and the Bigelow Homes sales and construction office. Ms. Pickering opened a dance/exercise school in May 2006. The second floor offices welcomed six new tenants. Eleven existing tenants renewed their leases. One office renewal included expansion into additional space.

The same year and through 2006, mass mailings, e-mails, phone calls, postcards, and a marketing campaign were deployed to appeal to a variety of potential end users for Marshall Fields. The list includes public and private colleges and universities, medical centers, embassies, cultural groups, hotels, the State museum system, the Convention and Visitor's Bureau, children's museums, and even Macy's was contacted to no avail.

In November 2005 the Village Board approved a Redevelopment Agreement with Bigelow Homes for the sale and development of Victoria Place. Bigelow Homes, the recipient of the 2005 Professional Builder of the Year Award from Professional Builder magazine and the first and only Illinois builder to receive that prestigious award, was believed to have the capability to build and market the homes in a high quality manner. Bigelow amended the planned unit development in place for Victoria Place to better accommodate their housing design and re-subdivided the property to add three lots to the project. They also changed the name of the development to Legacy Square.

Starting in late 2006 and through spring 2008, Bigelow built Legacy Square I a subdivision of sixty-eight single family homes.

In Fiscal Year 2006/2007 five new leases were signed for ground level tenants. They are the Matteson Area Chamber of Commerce, Skinology, Aunt Martha's Maintenance Office, and a florist. Cathy Shears opened Design'd to go Florist in April 2007. One More Thing and Smooth Cuts renewed their leases. A new owner for the former My Hair Studio signed a three-year lease. The new name is Kea Design Hair Salon.

Nine new office businesses signed leases and ten second floor businesses renewed their leases. Reliable Health Care (Building # 1) expanded, tripling their size and signed a three year lease.

For Fiscal Year 2006/2007, staff focused on the sale of buildings and/or out-lots in the Downtown. The 3½ acres across from the senior center are under contract with Baum Realty and NAI Hiffman. They have received some interest in this location.

Part of the redevelopment agreement for Legacy Square 1 had benchmarks for Legacy Square 2. Upon Bigelow's meeting benchmarks, the Village would consider selling an additional nearly 9 (nine) acres to Bigelow for Legacy Square Phase 2. Bigelow met and exceeded those goals.

In April 2007, Bigelow submitted plans for Phase 2 which included an option to preserve Marshall Fields and convert the building to condominiums, or demolish it and construct live/work dwelling units. In the nearly 9 months that it took Bigelow to research the condo market, evaluate the building, conceptualize a design and then cost out the design for

condominiums, their proposal proved infeasible. The far south suburbs could not support the economics of their proposal at that time. As a result, Bigelow Homes proceeded with a formal preliminary plat and planned unit development application that included the demolition of the Marshall Fields building in order to develop 10 live/work dwellings on the footprint, as well as create a larger open public space and public washrooms. This plan also resulted in a continuous flow of their single family homes and live-work units south of Main Street. However, Bigelow clearly stated that they could not absorb the expense of demolishing the Marshall Fields building as they could not pass on those expenses to the future seventy-eight (78) homeowners. So, the Village committed to finding a means to demolish the building as part of its incentive to get the project underway.

In Summer 2007, to commemorate the new subdivision, the Raines Family, first family at Legacy Square, was featured in *Discover Park Forest* magazine.

At that point, premised on the advice of the 2003 Technical Assistance Panel, market conditions, the findings of Bigelow Homes, and the mounting expenses involved with maintaining the deteriorating building, the Village committed to the need to demolish the Marshall Fields building. Coincidentally, in April 2007, Cook County Planning staff visited the Village. The Village Manager articulated the issue to the Cook County staff during a walk-thru of the downtown and the new Legacy Square homes.

In July 2007, Cook County staff advised Village staff that funds might be available through a Main Street/Hope VI Grant application. Working together, the County, Village and Bigelow (supplied the original estimate for demolishing Marshall Fields), a packet was expeditiously prepared and sent to Cook County to be compiled into a formal grant application and forwarded to the appropriate funding agency. Cook County staff encouraged another approach. Encouraged by Cook County staff, Village staff sought approval from the Village Trustees to expend staff time and local tax dollars to obtain engineering specifications for the demolition of the Marshall Fields building. Preliminary engineering estimates for demolition construction costs are at \$1.2 – \$1.5 million. Including engineering services for the planning and oversight of the project, total costs are projected to be \$1.5 – \$1.8 million. Park Forest has \$300,000 in local funds that have been budgeted and committed for the demolition project.

In Fiscal Year 2007/2008 - Matanky Realty Group, owner of the movie theater building completed a \$340,000 façade renovation of this building to upgrade the aesthetic appeal of the north side of the building and they added additional parking spaces to enhance its marketability. As the Downtown Master Plan suggested, Matanky employed different paint colors to differentiate the store fronts.

For Fiscal Year 2007/2008, Parking Lot 15, north of the Fire Station was reconstructed. It was resurfaced and new parking lot lights were installed. Victory Drive, just north of the parking lot, was also a part of this project. This street was resurfaced and additional parking spaces were created. A new roof was installed on the west side of Building #7 in the fall of 2007.

For Fiscal Year 2007/2008 there were four new ground level businesses that moved into the DownTown. The Fieldcrest Dance School moved an existing Chicago-based business to the DownTown at 201 Main Street, which was formerly the DownTown Management Office. With Fieldcrest moving into 201 Main, the Management Office was relocated to a second floor office in Building #1 at 226 Forest Boulevard. The second new business was Tower Cleaners. They had an existing business on the south side of Park Forest. The new location for the cleaners is 230 Forest Boulevard. They have been in the DownTown since fall 2007 and their customer list has increased by more than 600. Dr. Wolny had an existing business in Park Forest for many years. He moved his practice to the Downtown and is now at 251 Founders Way. Aunt Martha's Maintenance Department moved into 341/351 Founders Way.

There have been five new leases for the second floor offices and eleven second floor businesses re-newed their leases since July 2007. Three ground level businesses also re-newed their leases. There is a new owner for Smooth Cuts, Earl Stanley. He changed the name of the barber shop to A Gentlemen's Place.

The DownTown Master Plan recommended creating and enhancing a sense of place with murals. The Mural project process began January 2008 and the first mural on Building # 5 was completed the summer 2008. Additional murals to further enhance a sense of place are planned for the months and years ahead.

Cathy Shears, who owns Design'd to go Florist, expanded and relocated to 323 Main Street on April 1, 2008. Earl & Alice Davis signed a lease for 295 Main (part of 299 Main). They opened Quality Classic Health & Fitness in the Downtown, in mid June 2008.

At this time, all of the 63 new homes at Legacy Square have been sold. This newly formed neighborhood has added new property value to the DownTown TIF District and has increased the number of residents who live and frequent the DownTown area. Perhaps of most importance, the new development has added to the sense of community that the Village aspired to create when embarking on the initiative to create a traditional Downtown.

In the meantime, Bigelow had committed to developing new home communities out of state. The economies of scale once possible with their projects in Romeoville, Aurora, and Park Forest were no longer possible. The Village Mayor received a letter from Bigelow indicating they could not proceed with Legacy Square Phase 2 at this time due to the downturn in the housing market. They did, however, leave the opportunity open that perhaps they could partner with Park Forest in the future.

Village staff reported Bigelow's notice to Cook County. The next steps envisioned would be proceeding with demolition of the Marshall Fields building. Thereafter, the Village would release an RFP soliciting qualified developers to redevelop the site in order to continue to strengthen the position of the retail and office sectors in the Downtown, and in the Village as a whole, we will seek residential development for the footprint and parking lot. This could include a mixed use development that incorporates dense residential, it could include townhome or denser residential, or it could include dense single family development. The most important

factor will be to identify a development partner that has the ability (financing, marketing, plan, etc) to create a project that will be successful. All the plans undertaken for the downtown, including the Lakota Plan and the TAP, recommend increasing the density of infill development in order to enhance the sustainability of the Village of Park Forest and, ultimately, Cook County.

We have been advised that promoting the site for redevelopment with the building intact and on site would not be attractive to home builders/residential developers and would discourage some qualified builders/developers from responding. Once the building is demolished, a private developer will be better positioned to redevelop the site in accordance with recommendations of the TAP. Without the funding assistance from Cook County to demolish the building, the Village is quite sure that a developer would not consider the prospects of redeveloping the site.

In addition to demolishing the Fields building, following are the capital items that are needed in the DownTown as funds become available.

**Un-Funded Capital Items**

Theatre North Parking Lot #1 Resurfacing	229,128
Theatre North Parking Lot #1 Lighting	202,000
Additional Lester Roadway Lighting	110,000
New Parking Lot construction at Liberty/Forest for Restaurant Development	459,000
Roadway/Streetscape Improvements for Cunningham to Lakewood	229,000
Build out of 300 Victory	425,000
Added Village Green (Water Feature)	<u>100,000</u>
	\$1,754,128

## Awards and Recognition

1999 - Illinois Chapter of the American Planning Association recognizes the Village of Park Forest with its Chapter Award for the Downtown Master Plan. The award was “in recognition of (the Village’s) creative approach to recapturing “Main Street” and the courageous process for creating a Downtown.”

1999 - Public Works Association, Chicago Metropolitan Chapter, recognizes Downtown Main Street Project in Park Forest as a nominee for Local Transportation Project of the Year. The recognition was based on the project’s “innovated design or construction methods, timeliness of project completion, resolution of abnormal difficulties, steps taken to minimize inconvenience to citizens or other unique circumstances.”

2000 - American Public Works Association, Chicago Metropolitan Chapter, awards Park Forest with Project of the Year in Historical Preservation/Restoration. The recognition commended Park Forest on a project “which beautifies and attracts new business to your downtown area.”

2000 - the Metropolitan Planning Council awards prestigious Burnham Award to Park Forest for the DownTown Master Plan

October 2003 - the Technical Assistance Report co-sponsored by the Urban Land Institute and the Campaign for Sensible Growth is published

August 2005 - Urban Land Magazine prints article, *10 Ways to Make Your Community Competitive*, which has worldwide readership

October 2005 - Chicago Magazine “Best Places to Live” designation. Chicago Magazine rated the City of Chicago and 191 suburbs. The rankings were sorted by community population. When compared to 46 other comparably sized communities, Park Forest ranked first among its peers for positive environmental attributes, better even than Brookfield, Homewood and Darien.

2005 - Urban Land Institute and the Campaign for Sensible Growth identify Park Forest’s DownTown Master Plan and publish a progress synopsis as part of the *Lessons Learned from the Chicago Region: 10 Ways to Make Your Community Competitive* report.

2007 - the Metropolitan Planning Council recognized Park Forest’s Legacy Square development as a “best practice” in their series entitled “Home Grown: Local Housing Strategies in Action”

2007 - Forbes names Park Forest second most livable Chicago-metro suburb

2007 - Park Forest was selected by the Illinois Chapter of the American Institute of Architects as one of 150 great places in Illinois. Park Forest was recognized in two categories: urban design and urban planning.

2008 - Community Vision Award-Suburban Award from the Urban Land Institute-Chicago, Metropolitan Mayors Caucus, Metropolitan Planning Council and the Home Builder's Association of Greater Chicago for redeveloping Downtown Park Forest. The award recognizes projects and communities that demonstrate excellence in applying sound land use principles and demonstrate best practices in five areas: location; density, design and diversity of uses; transportation; environment and community assets.

In addition to the above, Park Forest is a two-time All America City winner and three-time finalist. The award was bestowed upon Park Forest in 1977 and 1988. The latest All America City finalist designations include the years 2000 and 2006. Park Forest was also a recipient of the Illinois Governor's Hometown Award in both 1984 and 1988.

## AGENDA BRIEFING

**DATE:** March 20, 2009

**TO:** Mayor John Ostenburg  
Board of Trustees

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

**RE:** A RESOLUTION ADOPTING FISCAL POLICIES FOR THE 2009/2010  
FISCAL YEAR BUDGET

**BACKGROUND/DISCUSSION:** One of the basic requirements of the Distinguished Budget Award program is that the budget must contain Fiscal Policies. These policies are contained in the Budget Message section of the budget.

The policies provide guidance to management staff in the preparation of their budgets. The policies are based, partially, on the tax levy that was adopted in the previous December and the assumptions underlying the tax levy. For this year economic conditions were also considered that have impacted revenues and expenditures since the levy adoption. Also uncontrolled expenses such as liability or health insurance are addressed separately.

It has been traditional for the Board to adopt the Fiscal Policies by way of a resolution. Many of the basic policies carry over from year-to-year. Those that are subject to change annually are those that relate to the cap on departmental expenses, salary increases, water/sewer and other rates and policies related to borrowing. For the 2009/2010 Budget Year, the policies in these areas are:

- 1) A 0% increase in Department Expenditures.
- 2) Salary increases are limited to a 4% increase for union personnel and salary grades below grade 12, a 2% increase for salary grades 12 through 16, a 1% increase for grades 17 and above, excluding the Manager who will receive a 0% increase.
- 3) Water rates increase from \$8.32 per 1,000 gallons to \$8.65 per 1,000 gallons.
- 4) Sewer rates will be increased from \$2.35 per 1,000 gallons to \$2.60 per 1,000 gallons based on a previously approved ordinance amendment.
- 5) Refuse rates will remain at \$17.92 for all of calendar 2009 changing to \$18.38 January 1, 2010.

Regular reporting and analysis, maintenance of a sufficient fund balance and review of all user fees is also included in Fiscal Policies.

**SCHEDULE FOR CONSIDERATION:** This matter will appear on the agenda of the Rules and Regular Meeting of Monday, March 23, 2008 for discussion and approval.

## **BUDGET POLICIES - FISCAL:**

### **Rationale:**

Fiscal policies of the Village of Park Forest are based on the need to address certain economic trends and solve problems noted in previous annual audits. The economic trends include:

- A decline in housing values and associated real estate transfer tax.
- An increase in State-wide unemployment and associated reduction in income tax.
- A decline in commercial tax base, specifically sales tax producing entities.
- The decline in population reported in the 2000 census from 24,656 to 23,462. This decline resulted in reduced revenue allocated from Motor Fuel, State Income and Use Taxes.
- The Village's purchase of and conversion of DownTown Park Forest. The DownTown is in a TIF District. In the first few years of the TIF, no increment was generated and the TIF debt was a burden on the taxpayers. For Fiscal 2002, over \$200,000 in Tax Increment was generated by the TIF District. For tax levy year 2003, the Village was able to abate \$325,000 in TIF debt service. For tax levy year 2004 and 2005, the abatement increased to \$350,000. In 2006 through 2008, the Village abated \$450,000. Incremental taxes relieve the TIF debt service burden on taxpayers. Increasing increment provides further relief.
- In 2008, the Village took advantage of lower interest rates and favorable financial position to restructure some Village debt. The Village's favorable financial position with adequate reserve balances improved its bond rating from Baa2 to A3. This restructuring will save the Village over \$200,000 in interest and pay off a portion of the TIF debt sooner.
- The Village's aging infrastructure and plans to address that infrastructure. Construction of a new fire facility was completed in 2005. Construction of the new \$15.6 million water plant was completed in Fiscal 2008. A \$2.2 million dollar water main replacement project was funded in Fiscal 2007 along with a \$1.2 million dollar water tower in the Autumn Ridge area. The approved IEPA loan with a 2.5% interest rate will save taxpayers \$5 million dollars over the life of the loan. A water main infrastructure replacement fee will allow \$3 million in water main replacement.

Despite the slow growth of the tax base, the Village has a history of providing a high level of municipal services. Thus, it must maximize the return on each revenue dollar.

The Fiscal Policies included in the 2008/2009 Budget are designed to address, not necessarily to solve, these trends and challenges.

## **Fiscal Policies:**

1. Budgetary revenues will be projected at the conservative end of the scale of anticipated revenue.
  - Revenues derived from property taxes are clearly known because they were determined at the time of the prior year's levy.
  - Sales and income tax projections are based on an analysis of historic trends coupled with known changes.
  - Revenues derived from intergovernmental sources are projected based upon consultation with the appropriate State or County agencies.
  - Grant revenues are budgeted only for approved grants. Budget amendments are made for any pending grants subsequently awarded.
  - Revenues derived from "fee for service" budgetary categories are conservatively estimated. Fees are adjusted based on an evaluation of the cost to provide said services.
2. Budgetary expenditures will reflect a realistic cap on anticipated expenditures. Expenditures will be paid with current revenues and excess fund balances, to the extent available.
3. Department Heads will maintain a total overall increase of 0% over the 2008/2009 level of expenditures for those items that involve controllable costs. This does not include pensions, health insurance or IRMA. Nor does it include salary increases.
4. The 2009/2010 Budget will provide for salary steps. It will also provide for a 4% annual salary increase for all Village employees below a grade 12, a 2% increase for salary grades 12 through 16, a 1% increase for grades 17 and above excluding the Village Manager who will receive a 0% increase. Union contracts will be honored.
5. A level of unreserved fund balance will be maintained in the General Fund sufficient to handle emergency needs, cash flow needs associated with the timing of property tax receipts and unfavorable variances in estimating the revenue and expenditure budget. It is the Village's goal to establish an unreserved fund balance level in the General Fund sufficient to cover three to four months of operations. A three to four month reserve is considered an appropriate reserve level.
6. Potential areas for budget savings for the Fiscal Year ending 2008/2009 will be identified. Fiscal savings identified in the 2008/2009 Budget will not be permitted to "carry over" into the 2009/2010 Budget, unless specifically approved by the Finance Director, but will contribute to the unreserved fund balance.

7. Adequate funding, as determined by a State or independent actuarial study, will be provided for Police and Fire pension funds. For FICA and IMRF obligations, the Village will levy amounts sufficient to cover costs. (In order to comply with GASB 34, FICA and IMRF activity are now included in the General Fund. Beginning in 2006/2007 Police and Fire Pension costs are reflected in the Department Budget. Prior years have been restated.)
8. All departments will be charged an amount sufficient to fund vehicle replacement and maintenance through the Vehicle Services Fund.
9. The Aqua Center and Tennis Club will operate as enterprise funds with fee-generated revenue supporting expenses. Inasmuch as the Aqua Center and Tennis Club are amenities that enhance the quality of life of the residents of the Village and serve to market the community, in the event that fees are insufficient to cover capital and operating expenditures, the Board may decide to use the general tax revenues of the Village for that purpose.
10. Capital expenditures will be planned through the mechanism of a five-year capital plan and budget. The Capital Plan will be up-dated on an annual basis. Actual capital expenditures will be budgeted contingent upon available revenues. Capital expenditures will be accounted for within departmental budgets.
11. DownTown Park Forest will operate as an enterprise fund. The Board may transfer General Fund monies to cover operating and redevelopment costs. The Village will pay its appropriate share of CAM (Common Area Maintenance) costs.
12. Capital expenditures for DownTown will be prioritized and accomplished as funds are identified for those capital expenditures or with the approval of the Board of Trustees. The Budget for DownTown shall be subject to review at six months.
13. The DownTown Budget does not reflect any sale of property. Sales of properties will be actively pursued. The DownTown Budget, also, does not recommend additional borrowing.
14. User fees, such as charges for water, sewer and garbage, will be evaluated annually to ensure that fees cover costs, if intended to do so, including maintenance and replacement costs, and that fees are increased in reasonable increments on an annual basis. Water rates were increased June 2008 and the following subsequent increases were adopted.

<u>Fiscal Year</u>	<u>Rate per 1,000 gallons</u>
2010	\$8.65
2011	9.00
2012	9.36
2013	9.73

The current refuse contract began January 1, 2004. Based on cpi, there was no increase in rates for 2009. A five-year schedule of rate increases was established as follows in January 2009:

<u>Calendar Year</u>	<u>Monthly Refuse Rate</u>
2009	\$17.92
2010	18.38
2011	18.86
2012	19.35
2013	19.85

The Village Board approved sewer rate increases in 2006. Sewer rates had not been increased since 1997. Operating and general maintenance costs exceeded revenues. The Sewer Fund balance had been depleted. In addition, Inflow and Infiltration reduction requirements of Thorn Creek Basin Sanitary District, in conjunction with the Illinois and US EPA, necessitated additional capital spending. The Village sewer system is also part of the aging infrastructure issue. Sewer rates for the current and future years as adopted are as follows:

<u>Fiscal Year</u>	<u>Rate per 1,000 gallons</u>
2010	\$2.60
2011	2.86

15. The budget is flexible within departments. Over-expenditures on one line must be compensated for within the departmental budget. However, departments may not overspend their total departmental budget without a budget amendment.
16. Budget amendments will be made at the mid-point of the budgetary cycle. Budget amendments will only be made to accommodate major, unanticipated changes in revenue, expenditures or personnel.
17. The Board will receive detailed quarterly statements on overall operating results. Evaluation will be made of areas where cost savings have occurred that could warrant redirection of funds. In addition, the Board receives a weekly report of bills paid.
18. Budgeted expenditures will clearly enable the accomplishment of the Board's goals. Strategic planning sessions will determine the goals. Affordability of implementation will be determined at the time revenues are projected, as part of the budget process.
19. All Governmental Accounting Standards Pronouncement will be implemented. The Village will strive for the Certificate of Achievement for Excellence in Financial Reporting as well as the Distinguished Budget Presentation Award.

A budgetary monitoring and control system will be maintained. Budget performance will be measured on a quarterly basis. The Finance Director, Village Manager and Department Heads will conduct a formal six-month review of budget performance. An analysis of the results will be provided to the Village Board.

**A RESOLUTION ADOPTING  
FISCAL POLICIES  
FOR THE 2009/2010 FISCAL YEAR BUDGET**

WHEREAS, Fiscal Policies provide the framework for the development of the Village's Annual budget and shape the development of said budget; and

WHEREAS, Fiscal Policies provide the means for implementing the Board's Strategic Planning Goals as articulated in the Fiscal Year Budget.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest that the Fiscal Policies for 2009/2010, attached hereto, are hereby adopted.

BE IT FURTHER RESOLVED that these Fiscal Policies shall be incorporated into the 2009/2010 Budget and the resources of the Village shall be allocated according to these policies.

Adopted this \_\_\_\_\_ day of March 2009.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

Village Hall

8:00 p.m.

March 23, 2009

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor  
Village Manager

Village Attorney  
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: A Motion to Approve the Minutes of the Rules Meeting of September 2, 2008; the Minutes of the Strategic Planning Session of February 21, 2009; the Minutes of the Saturday Rules Meeting of March 7, 2009
2. Resolution: A Resolution Granting Permission for CVS Pharmacy to Install a Temporary Garden Tent
3. Resolution: A Resolution Authorizing the Village to Execute the 2007-2008 Cook County Community Development Block Grant Sub-recipient Agreement with the County of Cook, Illinois Related to the Demolition of the Former Marshall Fields Building
4. Resolution: A Resolution Authorizing the Village to Execute the 2008-2009 Cook County Community Development Block Grant Sub-recipient Agreement with the County of Cook, Illinois Related to the Demolition of the Former Marshall Fields Building
5. Resolution: A Resolution Adopting Fiscal Policies for the 2009/2010 Fiscal Year Budget
6. Motion: A Motion to Approve the Purchase of an Aerial Lift Truck

DEBATABLE:

7. Ordinance: An Ordinance Amending Ordinance No. 1895 Adopting the Annual Budget for the Year Commencing July 1, 2008 and Ending June 30, 2009 (Final Reading)

Adjournment

Executive Session

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

## MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees approve the Minutes of the Rules Meeting of September 2, 2008; the Minutes of the Strategic Planning Session of February 21, 2009; the Minutes of the Saturday Rules Meeting of March 7, 2009
2. MOVED, that the Mayor and Board of Trustees approve a Resolution Granting Permission for CVS Pharmacy to Install a Temporary Garden Tent from April 21, 2009 through July 3, 2009
3. MOVED that the Mayor and Board of Trustees adopt a Resolution Authorizing the Village to Execute the 2007-2008 Cook County Community Development Block Grant Sub-recipient Agreement with the County of Cook, Illinois Related to the Demolition of the Former Marshall Fields Building
4. MOVED that the Mayor and Board of Trustees adopt A Resolution Authorizing the Village to Execute the 2008-2009 Cook County Community Development Block Grant Sub-recipient Agreement with the County of Cook, Illinois Related to the Demolition of the Former Marshall Fields Building
5. MOVED, that the Mayor and Board of Trustees adopt a Resolution setting fiscal policies for the 2009/2010 fiscal year budget.
6. MOVED, that the Manager be authorized to purchase an aerial lift truck from Truck Centers, Inc., of Troy, Michigan in the amount of \$179,946.

3/23/09

**VILLAGE OF PARK FOREST**

**Village Board Rules Committee Meeting  
September 2, 2008  
Village Hall 8:00 p.m.**

**MINUTES**

**IN ATTENDANCE:** Mayor John Ostenburg (8:08 p.m.), Trustee Mae Brandon, Trustee Bonita Dillard, Trustee Gary Kopycinski, Trustee Kenneth Kramer

**ABSENT:** Trustee Robert McCray was out of town; Trustee Georgia O'Neill was ill

**STAFF IN ATTENDANCE:** Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Frank Garrett, Police Commander Peter Green, Fire Chief Robert Wilcox, Director of Public Health Christine Blue, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Director of Public Works Ken Eyer

**RECORDER:** Village Clerk Sheila McGann

**OTHERS IN ATTENDANCE:** John Russell, Liberty Tax; Ed Fischer, resident

At 8:00 p.m., roll was called by Clerk McGann. In the absence of Mayor Ostenburg, Senior Trustee Ken Kramer was appointed President Pro-tem.

President Pro-tem Kramer asked Manager Mick to give background information on the first item on the agenda. Manager Mick stated that Trustee McCray was out of town, Trustee O'Neill was ill, and Mayor Ostenburg was running late and would be arriving shortly. He asked that the third item on the agenda be shifted to the first item as Fire Chief Wilcox was being deployed to Louisiana as part of a MABAS (Mutual Aid Box Alarm) response to Hurricane Gustav along with Park Forest equipment and personnel.

**3. An Ordinance Amending Chapter 42 (“Fire Prevention and Protection”), Article II (“Fire Prevention Code”), Section 42-44 (“Amendments”) of the Code of Ordinances**

Chief Wilcox noted that this ordinance is important as Park Forest takes the lead in fire safety requiring sprinklers for newly constructed single-family homes and the proposed changes in the commercial changes in the ordinance.

Trustee Brandon said that she had seen a demonstration at the Home Expo that showed how quickly a fire ignites in homes due to flammable products. A sprinkler has a quick response to a fire where a smoke detector only gives warning.

Chief Wilcox noted that there are no grants for retrofitting a house with a fire sprinkler system; it is less expensive to do as new construction. Trustee Kopycinski asked how this applies to new commercial construction and build outs for a company in the Village. Chief Wilcox replied that

this is standard in new construction. Some buildings currently have sprinklers and can be retrofitted. If a building is not currently fitted with sprinklers, they will not be required to add new sprinklers. This has been a requirement in neighboring communities for years.

Trustee Kramer asked if a sprinkler stops when the fire is extinguished. Chief Wilcox said that the sprinkler uses less water than the fire department. It is also safer for the firefighters but does not shut down automatically when the fire is out. There may be a savings in homeowner's insurance rates.

Mayor Ostenburg added that there is an added cost of flushing the system. Chief Wilcox said that this cost is about \$100 a year. The audible warning should be tested yearly as well. Maintenance on this system is minimal compared to the peace of mind that it provides.

Mayor Ostenburg asked if the ordinance can be amended to include these added maintenance costs. Attorney Garrett said that all codes and real estate laws would have to be checked. It will be looked into for the future.

Mayor Ostenburg said that this will be on the agenda for consideration at the next meeting.

### **1. Discussion of Sign Request for Liberty Tax Service at Norwood Square Shopping Center**

Manager Mick said that Liberty Tax is looking for a variance to allow for a costume waver for tax season only from January to April. Mr. John Russell said that his company uses the Lady Liberty character as a promotion for their company. They have worked with Richton Park and Matteson for three years and have not had any accidents or problems. Director Kerestes noted that special uses permits are available based on each circumstance and very special period of time. He said that this permit would not be a problem. Mayor Ostenburg said that the permit states that the costume waver must stay on the Norwood Square property. Mr. Russell understood that they will stay near their business on the Norwood Square Plaza property only.

Mayor Ostenburg said that this will be on the agenda for action at the next meeting.

### **2. Update on Rock Salt Purchase**

Manager Mick stated that there will be a shortage of rock salt this winter season if we have a bad winter. Also, there has been a significant increase in the price of salt from \$50 a ton to \$140 to \$160 a ton. There could be a substantial shortage in the budget for the cost of salt. Director Eyer noted that last year there was a delay in shipment of salt. Based on prices this year, the Village's cost will double. If a shortage occurs this year, the main roads and intersections will be salted and the side roads will not. Mayor Ostenburg noted that this item is for information, not for action. Manager Mick agreed that this information was to notify the public as to the Village's policy regarding how roads will be salted. The Public Works Department has looked at alternatives including sand but has determined that sand is not good for the sewers and not a viable option. Mayor Ostenburg added that there will be a budget update on October 4 where the varying costs of salt can be looked at and adjusted.

### **Mayor's Comments**

Mayor Ostenburg thanked all those who participated and volunteered in the Scenic 5 and More. He commended Director Jason Miller and staff for this edition of *Discover Magazine*. It is citizen oriented and not a political publication. Mayor Ostenburg gave an update on the grocery store noting that Robert Mantaky has met with the architects and builders and expects building to begin soon.

### **Manager Comments**

Manager Mick noted that all staff members, board members, and volunteers did a fantastic job on the Scenic 5 and More. Manager Mick offered condolences to Barbara Moore on the passing of her mother. Also noted were other September activities. The Plan commission will have a meeting on October 7. He also asked the Board to cancel the fourth meeting of the month and to combine the Workshop on the Strategic Planning Study, the rules, and regular meeting on October 20 beginning at 6:00 p.m.

### **Trustee Comments**

Trustee Dillard said she heard good comments on the Scenic 5 and More even with the course changes. She also noted that the Housing Authority met last week. On September 3, EDAG and the Plan Commission will meet with the Village Board and will also hear comments from residents regarding the Strategic Planning Study. She said all meetings are public but not all meetings are in a question and answer format.

Trustee Kopychinski noted that the Environment Commission will meet September 4. He also commented on the great job done by the Village staff for the Scenic 5 and More. He noted that there were a few new glitches that need to be worked out.

Trustee Brandon said that people enjoyed the event including the 5K walk in the wetlands. She noted that some new issues would be worked out for next year. The Youth Commission will meet September 9.

Trustee Kramer said that the Senior Commission is continuing to work on the senior prom.

### **Attorney's Comments**

None

### **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 a roll call vote was taken with the following results:

Ayes: 5

Nays: 0

Absent: 2

The motion was adopted with five (5) ayes, no (0) nays and two (2) absent.

Mayor Ostenburg adjourned the rules meeting at 9:22 p.m.

Respectfully submitted, Sheila McGann, Village Clerk

**VILLAGE OF PARK FOREST  
BOARD OF TRUSTEES  
STRATEGIC PLANNING/CAPITAL PLAN OVERVIEW  
FEBRUARY 21, 2009**

**PRESENT:** Village Mayor John Ostenburg; Village Trustees Mae Brandon, Bonita Dillard, Gary Kopycinski, Ken Kramer, Robert McCray and Georgia O'Neill; Village Manager Tom Mick; Downtown Property Manager Sharon Bellino; Health Department Director Christine Blue; Assistant to the Village Manager Denyse Carreras; Deputy Village Manager and Finance Director Mary Dankowski; Director of Public Works Ken Eyer; Police Chief Tom Fleming; Tennis and Health Club Manager Lee Irvin; Director of Recreation and Parks John Joyce; Village IT Coordinator Craig Kaufman; Director of Community Development Larrie Kerestes; Director of Economic Development and Planning Hildy Kingma; Director of Public Relations Jason Miller; Economic Development Advisory Group Chairman Sam Montella; Assistant Finance Director Stephanie Rodas; Fire Chief Robert Wilcox; Assistant Village Engineer Roderick Ysaguirre; Deputy Fire Chief Bruce Ziegler; Assistant Director of Economic Development and Planning Sandra Zoellner

**ALSO**

**PRESENT:** Police Officers Kessler and Sweitzer; Resident Paul Jasinevicius

Mayor Ostenburg called the meeting to order at 8:25 a.m.

Roll call was taken with the following Board members present: Mayor Ostenburg; Trustees Brandon, Dillard, Kopycinski, Kramer, McCray and O'Neill.

**OPENING REMARKS**

Mayor Ostenburg welcomed everyone present to the meeting. He cautioned the Board that when considering budget and capital items in these trying economic times, it is not good public policy to do things in a knee-jerk fashion. He stated that the Board should keep in mind that the Village budget was prepared with careful thought and analysis. Mayor Ostenburg stated that the Board should consider items that would significantly alter next year's budget so a large increase in the tax levy will not be needed. He stated that the Board must be comprehensive when looking at problems and potential solutions. He added that if there is a restricted revenue stream, there must be a corresponding restriction in spending. Mayor Ostenburg stated that the development of a Dog Park has been the top priority on the Recreation and Parks Board's list of new projects for the past several years, and since this item has been funded, the Village will proceed with this project.

Manager Mick stated that as part of the annual Strategic Planning process, today's meeting would begin with an update of Six Month Financial Results to determine how revenue and expenses are tracking at the midpoint of the current year's operations. He stated that the Board has always taken a conservative approach and maintained a 3-4 month's reserve to meet payroll and expenses and prevent the need to borrow funds. Manager Mick stated that today's Capital Plan Review would provide guidelines for the preparation of the 2009/2010 budget.

Deputy Village Manager and Finance Director Mary Dankowski reviewed the agenda for today's meeting. She stated that following the review of the Six Month Financial Results would be a discussion of Current Year Trends, Other Financial Issues and Budget Guidelines, and Budget Amendments for 2008/2009. She added that the projected Five-Year Capital Plan would be reviewed by department, followed by an Economic Development update and a report on Residential Infill and Redevelopment Implementation Strategy.

Ms. Dankowski stated that the meeting would conclude with a review of Updated Implementation Strategies for 2008/2009 Board Strategic Planning Goals and Implementation Strategies for 2009/2010 Board Strategic Planning Goals.

## **SIX MONTH FINANCIAL RESULTS**

### ***General Fund***

Ms. Dankowski began the discussion of the Six Month Financial Results with a review of General Fund Revenues. She explained that property taxes for the first half of the year are 50% collected. She added that sales tax is received on a three-month lag, and actual sales tax cash receipts are tracking at 51% of budget for the first six months. She pointed out that utility taxes are also received on a three-month lag, and are tracking lower than budget at 46% in cash collections. She added that state income tax operates on a two-month lag and is also tracking below budget at 46%.

Ms. Dankowski explained that License revenue, which represents income from vehicle sticker sales, is mostly received in the second half of the year. She stated that Grant Revenue was budgeted to include a \$217,500 street lighting grant, and this grant is still anticipated. Ms. Dankowski stated that Real Estate Transfer Tax revenue is directly related to home sales and declining housing values and is expected to end \$150,000 below budget. She stated that Permit revenue includes building permits and is anticipated to come in under budget due to housing issues. She added that Charges for Services include Hospital Transport charges which are running below budget due to a decrease in collection rates and are anticipated to end the year \$45,000 below projections.

Ms. Dankowski summarized that, overall, total General Fund Revenue tracked at 43% of budget for the first six months of the budget year. She stated that overall revenues are anticipated to fall below budget a total of \$235,000 due to revenue shortfalls in Real Estate Transfer Tax, Hospital Transport and Building Permit revenues. She stated that other revenue shortfalls are anticipated to be offset by surpluses.

Ms. Dankowski next reviewed General Fund Expenditures. She explained that expenditures for Administration include IRMA (Illinois Risk Management Association), which are made in the second half of the fiscal year. She stated that IRMA premiums paid in February 2009 were \$1,235,484 compared to \$846,501 paid last year net of surplus, which represents a \$388,983 increase in costs for the General Fund. She explained that the IRMA litigation settlement of \$87,500 will be reflected in the second half of the fiscal year. She added that also not fully reflected is the increase in legal expenses that will negatively impact budget by an estimated \$82,000.

Ms. Dankowski summarized that total General Fund Expenditures came in at 46% expended for the first half of the year. She stated that in the expenditure category, budget amendments totaling \$459,643 will be required for Salt, IRMA Costs and Litigation and Legal Costs. She added that total revenue shortfalls and expenditure increases are \$694,643.

### ***Revenue and Expenditures – All Funds***

Ms. Dankowski reviewed the Revenue – All Funds. She explained that revenue and expenditures for the Housing Choice Voucher Program represents three month's activity.

**VILLAGE OF PARK FOREST  
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Ms. Dankowski stated that Police and Fire Pension Funds reflect three month's of revenue. She added that the market value of the Police Pension Fund has declined 4%, and the market value of the Fire Pension Fund has declined 5% due to the economy and declining investment returns. She stated that these losses will impact 2009 tax levy needs. The Board discussed public pension plans. Ms. Dankowski stated that the pension plans have been very diligent in their fiduciary responsibilities.

Ms. Dankowski stated that TIF revenues reflect property tax increment prior to distribution related to the redevelopment agreement with Victory Center. She explained that in February, \$361,351 was rebated related to this agreement. She stated that in March, the first tax rebate to Bigelow Homes will take place. She added that Downtown TIF revenues should come in at budget. Ms. Dankowski stated that Revenue for all funds, excluding the Library, is 43% collected.

Ms. Dankowski next reviewed the Expenditures – All Funds. She stated that MFT projects are scheduled for spring, and funds continue to be accumulated for major capital projects. She summarized that Expenditures for all funds, excluding the Library, are 42% expended.

***Downtown Park Forest Revenue and Expenses***

Ms. Dankowski reviewed DownTown Park Forest Revenue. She explained that DownTown Rent is 53% collected due to the effect of the economy on DownTown business. She stated that the Village is trying to work with these tenants. She stated that total DownTown Revenue is 47% collected. She added that in keeping with Board policy of transferring funds to the DownTown only when needed, no transfer from the Village is required at this time.

Ms. Dankowski reviewed DownTown Park Forest Expenses. She explained that IRMA payments occurred in February. She stated that Capital Outlays include funds available for tenant build-out. She added that the mural project may be deferred for this fiscal year. She summarized that total Downtown Expenses are 41% expended.

Ms. Dankowski reviewed a chart illustrating Money Market Fund Rate History from July 2007 to January 2009. She explained that the decline in interest rates impacts interest earnings.

***Current Year Trends, Other Financial Issues and Budget Guidelines***

Ms. Dankowski began the review of Current Year Trends by explaining the fourteen-year income comparison chart for Sales Tax, Local Use Tax, Sales and Use Tax Combined, Income Tax and Telecommunications Tax. She stated that sales tax revenue has been fairly stagnant for six years and is anticipated to decline slightly this year. She added that it is anticipated that Utility taxes will meet budget.

Ms. Dankowski explained that the Village's IRMA costs decreased 6% in 2008, but in 2009 costs increased 28%, which was \$90,143 higher than the amount budgeted. She stated that this increase in cost reflects a .9% share of a tax levy increase. She stated that the Village has received notification that IMRF (Illinois Municipal Retirement Fund) experienced a 25.9% investment loss for 2008. She explained that this means that the IMRF funding level went from 100% as of 2007 to 69.7% as of year end 2008. She added that the investment losses of 2008 will impact the contribution rate and levy needs for 2010. Ms. Dankowski stated that in 2009, IMRF rates increased to 8.69%. She advised the Board that based on information received, IMRF rates could increase from 8.69% to 10%. She explained that this increase would cost the Village an additional \$84,000, representing a .8% levy increase for IMRF alone.

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Ms. Dankowski stated that the impact of the declining stock market could impact the levy increases related to pension funds (IMRF, Police and Fire Pension Funds) for 2009 by \$269,000 or 2.6%. She added that this, coupled with the .9% increase for IRMA, relates to a 3.5% increase in the tax levy.

Ms. Dankowski stated that Water Bill Delinquencies and Property Tax Delinquencies are areas of concern to the Village as individuals and businesses are affected by current economic conditions. She added that a few of the tenants in the Downtown have also been impacted by the economy, and Village staff is working with the businesses to secure rent payments and maintain the businesses.

Ms. Dankowski stated that the Village is planning a \$3,000,000 water main replacement project which is currently being engineered. She explained that this 2-mile project only scratches the surface of the 72.25 miles of existing water mains. She added that with the water, sewer and roadway needs of the Village, it is the hope that some of the national economic stimulus package funds filter to Park Forest. Mayor Ostenburg stated that the Village should prioritize capital projects for area legislators in Washington in anticipation of possible stimulus funds, to show that the Village is ready to proceed with these projects if funds are received. He suggested that in an upcoming Discover magazine, the Village provide comparisons of the cost of local recreation to more expensive out-of-town recreation options. He stated that this could help to market the recreation opportunities offered by the Village.

Ms. Dankowski reviewed the Fund Balance Analysis and Tax Levy Issues. She stated that for this year, \$500,000 has been set aside to combine with \$1,000,000 in the TIF fund to demolish the Marshall Fields building. She informed the Board that the ending adjusted fund balance of \$4,939,662 will fund next year's budget and maintain a 3.1 month's reserve. She added that the Board has adopted a fiscal policy of maintaining a three to four month's reserve.

Ms. Dankowski began the discussion of budget guidelines with a historical review of information on recessions. She stated that because of the current economy and financial condition of the Village, departments will be held to a 0% increase in operating costs other than salaries for the 2009/10 budget. Manager Mick informed the Board that at the time of the tax levy, the board discussed a 4% salary increase for all Village employees consistent with the Fire contract. He stated that the Manager, with the support of department heads, has instituted for the coming budget year the 4% increase only for the previously approved union employees and employees under a Grade 12. He added that employees Grade 12 to 16 would receive a 2% increase and employees Grade 17 through 24 would receive only a 1% increase.

He added that the Manager has opted not to receive any salary increase at all. Manager Mick stated that this decision will allow \$90,000 to flow towards other revenue shortfalls or expenditure overages.

Ms. Dankowski reviewed the economic development initiatives currently underway and the potential positive impacts of these initiatives.

**BUDGET AMENDMENTS FOR 2008/2009**

Ms. Dankowski explained that budget amendments are needed to include revenues that have been received that were not included in the budget as adopted and expenses that have been incurred that were unexpected. She added that budget amendments are required for spending authority. She stated that these adjustments will come to the Board in ordinance form for approval. Ms. Dankowski informed the Board that budget amendments are requested in the following areas: encumbrances, Board directives, grants, adjustments and other initiatives.

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*Encumbrances*

Ms. Dankowski explained that at the end of a fiscal year, departments are asked to identify those projects or funds that were approved by the Board, but not expended. She stated that in order to ensure that the funds are available in the next budget, they are encumbered. She reviewed the list of expenditures that were encumbered at June 30, 2008 in the General Fund. She explained that these items will be (or were) spent in Fiscal 2009.

Ms. Dankowski stated that the largest item is the \$500,000 cost for the Marshall Fields demolition. She stated that this item was budgeted in the prior year and funds have been identified, but a budget amendment is needed. She reviewed the budget amendments for the Fire/Police Memorial project, the Public Works Garage roof, Freedom Hall seats and the Dog Park. She summarized that the total funds committed as encumbrances is \$811,444. She added that DUI fines are reserved for DUI enforcement, and in the prior year \$7,139 was identified as a fund balance reserve for DUI enforcement.

*Prior Year Carryovers*

Ms. Dankowski stated that items carried over from prior years include the purchase of a vehicle by the Recreation and Parks Department in fiscal 2008/2009 that was approved in the prior year. She explained that monies are available in the Vehicle Services Fund. Ms. Dankowski stated that other prior year carryovers include the Police Department renovation, the unspent balance from the lower level build-out that has been redirected to other Village Hall improvements, and the Village contribution towards the redevelopment of Norwood.

*Adjustments*

Ms. Dankowski stated that based on the six-month review, budget amendments are needed to reflect reduced revenue or added expenses. She stated that reduced revenue is anticipated from Real Estate Transfer Tax, Hospital Transport and Building Permits, for a total of \$235,000. She added that there is an increase in expenditure projections for salt purchases, added IRMA costs, IRMA litigation and Legal Costs, for a total of \$459,643. She summarized that the total budget impact of these adjustments is \$694,643, and these funds will be provided by the fund balance in excess of the base three-month reserve.

Ms. Dankowski stated that adjustments are also needed for the cost of construction of a fire/police memorial, and these costs will be offset by T-Mobile revenues. She added that an adjustment is needed for the additional salary reimbursement for the overtime for the DEA officer and duty assignments at CVS. Ms. Dankowski explained that the Recreation and Parks Department pays for a full-time Thorn Creek Naturalist and a part-time position, and these funds are then reimbursed to the Village. She stated that the part-time position costs and reimbursement were not included in the budget, and an adjustment to expenses and the offsetting revenue is necessary.

Ms. Dankowski stated that the budget amendments will be affordable through fund balance reserves and specific revenues, leaving a fund balance within the 3-4 month target.

**CAPITAL PLAN OVERVIEW**

Manager Mick stated that the proposed Five-Year Capital Plan would be reviewed by department.

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Ms. Dankowski explained that each department would detail items that are needed, and these needs are matched to the resources that are available. She stated that items that are deemed a priority by the Board end up in the budget. She added that every department is subject to a potential reduction in capital spending, but the Village maintains the list of desirable capital items should there be an opportunity to receive grant funds for capital needs.

***Police***

Police Chief Fleming reviewed the Five-Year Capital Plan for the Police Department. He detailed the plans for Phase Four of the Police Department renovation. He stated that the next item is to replace the windows in the east wing of the Police Station. He added that the current windows lack energy efficiency and LaRabida staff has to utilize electric space heaters during the winter months to offset the discomfort from the older/colder windows. Mayor Osteburg requested that the Village provide an analysis of the income received from LaRabida versus the expenses in maintaining their area. Manager Mick stated that staff would provide an analysis of money expended in improvements versus rent revenues received from LaRabida. He added that there is a benefit to the community in having LaRabida in this location, and the Police Department makes use of some of the services of LaRabida. Chief Fleming added that other capital items include preliminary conceptual and space needs plans for the anticipated new lock up pod addition in preparation for the construction of the proposed 2700 square foot detention addition to the current police station. He added that the hope is to at least partially fund the addition with federal seizure funds. Chief Fleming stated that other capital items include renovation of the north parking lot, replacing all radios to narrow band radios in order to comply with new federal standards, computer system upgrades and the replacement of the Police Department emergency generator. He added that items in the Vehicle Services Fund include the replacement of four squad cars as part of a continuing squad car replacement program and the leasing of two unmarked police vehicles.

***Health Department***

Health Department Director Christine Blue presented the Five-Year Capital Plan for the Health Department. She explained that capital items include ongoing computer system upgrades and office furnishings. She stated that clinical area furnishings needed include the replacement of two examination tables that were purchased in the 1970s. She added that funds have also been allocated to build-out the rear storage area to clean storage and a conference room, and the purchase of clinical laboratory equipment and a replacement TV with VCR/DVD for the lower level conference room.

***Public Works Department***

Director of Public Works Ken Eyer reviewed the capital needs in the Public Works Department. He stated that the Village is planning a \$3,000,000 water main replacement project which is currently being engineered.

Mr. Eyer stated that capital items in the Public Works General Fund include funds for the implementation of a Storm Water Compliance Plan and the construction of a new salt storage facility. He stated that Motor Fuel Tax Fund projects include contractual pavement and street maintenance as per approved 10-year pavement evaluation study and analysis and the Village-wide replacement of street lights. Mr. Eyer stated that another item in the Motor Fuel Tax Fund Capital Plan is funding for the Orchard Avenue Phase II Design to include Orchard from Route 30 to Sauk Trail.

Mr. Eyer reviewed the other items in the Motor Fuel Tax Fund along with projects in the Vehicle Service Fund, Water Fund, Sewer Fund and Municipal Parking Fund.

### ***Recreation and Parks***

Director of Recreation and Parks John Joyce reviewed the Five-Year Capital Plan for projects in the Recreation and Parks Department. He stated that the majority of the items represent ongoing maintenance, along with upgrades to the aging Freedom Hall facility. Mr. Joyce stated that capital items in the Recreation and Parks General Fund include resurfacing of the walkways in various parks and making them ADA accessible, replacement of the poles and outfield netting at Central Park ballfields A and B, computer system upgrades and the continuation of the implementation of the Urban Forestry program.

Mr. Joyce stated that in the Parks Vehicle Service Fund, the primary capital item is to allocate funds for the periodic repair and reconditioning of parks vehicles. He stated that this reconditioning could extend the life of the vehicles another 20,000 to 30,000 miles, or almost 3 years. Mr. Joyce stated that the top capital item at the Aqua Center is the Bathhouse Renovation project. He added that a grant application has been submitted to the Illinois Department of Natural Resources through the Open Space Land Acquisition and Development Program for the project. He stated that the grant would require a 50% match. He added that other items in the Aqua Center Fund include the replacement of the grates on the main drain of each of the four pools, and the replacement of chlorinators and the concession stand ice machine. Mr. Joyce stated that capital items at the Tennis and Health Club include building exterior tuck pointing and lighting repairs, and the replacement or removal of the whirlpools in the men's and women's locker rooms.

### ***Buildings and Grounds***

Mr. Joyce highlighted the Five-Year Capital Plan for Buildings and Grounds. He stated that priority items include re-roofing and foundation repairs at Thorn Creek Nature Center. He added that other items include interior painting and elevator repairs at Village Hall. He reviewed the other capital items for the Building and Grounds General Fund. Mr. Joyce also reviewed the capital projects for the Library General Fund and Joint Projects with School District #163.

Mayor Ostenburg requested a listing of all of the buildings where there are agreements with other entities and the Village has the primary responsibility for the building (Thorn Creek Nature Center, the Library, the Recreation Center, etc.).

Trustee Kopycinski requested a listing of all of the capital items in the budget for the current year that will not be funded. Ms. Dankowski stated that the only item that is being deferred in the current year is the Downtown mural project. She added that other items in the upcoming budget year may not be funded.

### ***Fire***

Deputy Chief Bruce Ziegler presented the Capital Plan for the Fire Department. He stated that the majority of the items involve maintaining systems and supplies. He stated that capital items include computer system upgrades and ongoing replacement of fire hose. He added that another item in the Capital Plan is the recommendation that a replacement program for protective clothing be established immediately. He reviewed the other items in the Fire Department General Fund Capital Plan. Deputy Chief Ziegler stated that in the Vehicle Services Fund there are no requests this year.

### *DownTown*

DownTown Property Manager Sharon Bellino reviewed the Five-Year Capital Plan for the DownTown. She stated that tenant build-out continues to be a large capital item. She added that installing tenant and way-finding signs and recognition plaques are other priority items for the DownTown, along with second floor window replacements, repainting the exterior fascia and computer system upgrades. She stated that Common Area Projects include parking lot patching and striping, gutter and downspout repair and replacement and the continuation of the ongoing program of purchasing and installing exterior canopy lights on Main Street. She added that included in Common Area Projects is yearly sidewalk replacement and maintenance, canopy restraining and the continuation of the streetscaping program.

### *Other Capital Projects*

Director of Economic Development and Planning Hildy Kingma reviewed the Capital Plan for Other Capital Projects. She stated that in order to continue the landbanking process of acquiring properties, it is necessary to adequately budget for land acquisition and property management. She added that monies are budgeted to continue to fund the major sign initiative to promote Village activities and businesses. She stated that this element of the Capital Improvements Plan would establish a fund to continue the construction of new signs that increase the visibility and image of the Village. She added that the 2008/2009 budget included funds to replace the existing sign at Route 30 and Orchard Drive. She added that the next sign to be replaced is the sign at Western Avenue and Main Street. Ms. Kingma stated that the construction of a new Village storage building is also listed under Other Capital Projects.

The meeting recessed for lunch at 11:50 a.m. The meeting resumed at 12:20 p.m.

## **ECONOMIC DEVELOPMENT**

Ms. Kingma provided the Board with an Economic Development update.

### *New Business*

Ms. Kingma informed the Board that Orchard Fresh Market is currently under construction in the former Sterks location. She stated that the official opening for the new grocery store is projected for March 1, 2009. She added that Matanky Realty has signed a lease for a liquor store to be located south of the grocery store, and this will be submitted to the Board for approval.

Ms. Kingma stated that New-Tech Auto has opened for business at 84 S. Orchard Drive. She stated that the State of Illinois, Department of Human Services-Division of Developmental Disabilities' request to lease nearly 14,000 square feet of space in the rear of the currently vacant portion of the former Sterks store for a food service operation is on hold at this time. She added that staff is currently working with Skender Development to prepare a Real Estate Sales and Development Agreement for the sale of 202 Forest Boulevard (the Chase Bank building). She stated that the agreement will be submitted to the Board in March, with the closing on the property to be scheduled approximately 45 days after Board approval.

*Land Development/Redevelopment*

Ms. Kingma stated that Phase One of the Hidden Meadows development has been scaled back, but the developer is planning on moving forward with this project. She added that the goal is to close on the first take-down of property and begin site construction in the spring of 2009.

Ms. Kingma stated that Nassimi Realty continues to work towards a plan for redevelopment of the Norwood Square Shopping Center.

Ms. Kingma stated that the Village has received site plans for review of a proposed new entertainment center at 23450 South Western Avenue. She explained that the developer plans to demolish the existing building and rebuild on the existing foundation. She added that the proposed construction start date is April 1, 2009.

Ms. Kingma stated that Homewood/Star Disposal's plans to redevelop the property at 30 South Street for a vehicle maintenance facility are still moving forward, with the goal to begin the demolition/reconstruction project this spring.

Ms. Kingma stated that the Village acquired 2330 Western Avenue through the no-cash bid process in 2007. She stated that the building on the property was demolished in December 2008, and the Village is currently marketing the vacant property for sale.

Ms. Kingma informed the Board that the Village has filed suit against the Cremation Society of Illinois to pursue the right to re-purchase Lot 60 in Business Park.

Ms. Kingma stated that Heritage Propane has put their property on North Street for sale.

Ms. Kingma stated that the Village continues to work through legal issues in order to obtain a tax deed on the former Wildwood School.

*Implementation of the Strategic Plan For Land Use and Economic Development*

Ms. Kingma stated that in November 2008 the Village Board of Trustees approved the Strategic Plan for Land Use and Economic Development. She explained that the Plan explicitly incorporates the Downtown Master Plan and the 211<sup>th</sup> Street Metra Station Transit Oriented Development Plan. She stated that the first priority for implementation of the adopted plan is the 211<sup>th</sup> Street Metra Station Transit Oriented Development area (the TOD area). Ms. Kingma explained that in January 2008, the Village Board of Trustees approved the final Plan for the TOD area. She stated that the Plan provides the concept plan for a new mixed-use development/redevelopment project centered around the 211<sup>th</sup> Street Metra Station.

Ms. Kingma stated that the second priority for implementation of the Plan is Downtown Park Forest, including the Downtown gateway as defined in the Strategic Plan. She stated that in the past several years, significant progress has been made in marketing and leasing in the Downtown. She added that in February 2008, occupancy in the Village-owned buildings in the Downtown, excluding the Marshall Fields building, was 75%, an increase from a 71% occupancy rate in 2007. She added that at this time, occupancy in Village-owned buildings, excluding the Marshall Fields building, has reached 82%.

Ms. Kingma stated that the demolition of the Marshall Fields building continues to be an outstanding project in Downtown Park Forest. She stated that staff is currently working with Cook County to seek approval of a CDBG grant for a portion of the demolition costs.

Ms. Kingma stated that annexation and development of the land along South Western Avenue from the Village's southern limits to Exchange Street was also a high priority of the Strategic Plan. She added that staff recommends that there should be a discussion with the neighboring communities of University Park, Crete and Steger to establish boundary agreements before funds are spent on studies regarding this annexation.

### ***Marketing***

Ms. Kingma informed the Board that the Economic Development and Planning Department and the Downtown Management Office are working together to implement the second phase of the way-finding signage program. She stated that this second phase will result in the installation of signs along Route 30 and Western Avenue to direct people into the Downtown. She added that staff is also working on a plan to replace the major sign at Route 30 and Orchard Drive with a new, modern sign to promote Downtown Park Forest and the various Park Forest facilities in the Downtown area.

### ***Other Projects***

Ms. Kingma stated that Village staff is in discussions with the Canadian National Railroad about the possible sale of approximately 13 acres of property that they require for a switching yard. She explained that this property contains the Metra commuter parking lot (Lot#2) on North Street in Matteson, and a parcel of vacant land south of the parking lot. She stated that at this time staff is in the process of developing a value for the parking lot and vacant land so discussions related to the sale of the property can proceed. The Board discussed the possible impact of increased train traffic to Norwood and other businesses on Western Avenue. Mayor Ostenburg requested figures on the percentage of people that use parking lot #2 that are Park Forest residents.

## **RESIDENTIAL INFILL AND REDEVELOPMENT IMPLEMENTATION STRATEGY**

Assistant Director of Economic Development and Planning Sandra Zoellner stated that two of the top priority areas described in the Strategic Plan for Land Use and Economic Development focus on single family residential redevelopment. She stated that these areas include the Eastgate Neighborhood and scattered residential infill and redevelopment. She reviewed staff strategies for the acquisition of residential parcels. Ms. Kingma explained the Neighborhood Stabilization Program. The Board discussed this program. Mayor Ostenburg suggested involving the Housing Authority of Park Forest in the acquisition of properties.

## **UPDATED IMPLEMENTATION STRATEGIES FOR 2008/2009 BOARD STRATEGIC PLANNING GOALS**

Manager Mick stated that the Updated Implementation Strategies for Fiscal Year 2008/2009 Board Strategic Planning Goals were provided for the Board's information and review. He requested input from the Board on this information.

## **IMPLEMENTATION STRATEGIES FOR 2009/2010 BOARD GOALS**

Manager Mick stated that as a result of the strategic planning session that took place last fall, the Board by resolution adopted six goals for fiscal year 2009/2010. He reviewed the Board's Strategic Planning Goals for fiscal year 2009/2010 and implementations strategies for consideration. He also identified ways in which staff could help the Board to attain these goals. He requested input from the Board on anything else staff should be thinking of or any other implementations strategies for these goals.

Manager Mick stated that Goals number Two and Three warrant further discussion by the Board.

### **Goal Number Two: Become a change agent for amending the state school funding mechanism.**

The Board discussed school funding. Mayor Ostenburg suggested working into this goal a mechanism to prevent local school districts from keeping funds brought about by an increase in income taxes. The Board also discussed the problem with the number of school districts in Park Forest, and the consolidation of these school districts.

### **Goal Number Three: Develop methods for improving Board and Staff relations with School District 163.**

Manager Mick reviewed two implementation strategies for this Goal:

1. Strive to schedule more and/or frequent joint Board meetings with District 163.
2. Strive to keep the School District apprised of up-to-date happenings with the Village Board and Village operations.

Manager Mick stated that Village staff is increasingly frustrated with the lack of communication with School District 163. He requested assistance from the Board on this situation. He added that there are also issues between the Village and the School District regarding the Recreation Center. Trustee McCray commented that the Village must maintain the lines of communication that have already been established. Mayor Ostenburg suggested that all correspondence with the School District be addressed not only to the superintendent, but to all members of the District 163 School Board. He also requested that another joint meeting between the Village Board of Trustees and the School Board be established. Mayor Ostenburg suggested inviting the School District to give a report at an upcoming Village Board meeting. He also suggested highlighting district students in upcoming issues of the Discover magazine. Mayor Ostenburg explained that this would illustrate the Village's desire to elevate the School District's presence in the community.

Manager Mick stated that staff would continue efforts to establish better communication with the School District. He stated that he would set up a joint board meeting between School District 163 and the Village Board. He added that he would keep the Board informed of the situation regarding the Recreation Center.

Manager Mick reviewed the upcoming budget process. He stated that a draft budget will be distributed to the Board by May 1, with the adoption of the 2009/2010 budget by the Village Board of Trustees in June.

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The Board expressed appreciation to Village staff for the information received and for the job they do for the Village.

There being no further business, Mayor Ostenburg requested a motion to adjourn. Trustee McCray made a motion, seconded by Trustee Brandon, to adjourn the meeting at 2:04 p.m. All in favor.

Respectfully submitted,

Phyllis Dyrda  
Recorder

VILLAGE OF PARK FOREST  
BOARD OF TRUSTEES  
SATURDAY RULES MEETING  
March 7, 2009

PRESENT: Village Mayor John Ostenburg; Village Trustees Mae Brandon, Bonita Dillard, Gary Kopycinski, Ken Kramer, Robert McCray; Village IT Manager Craig Kaufman

ALSO

PRESENT: Jerry Shnay President of the Park Forest Historical Society, Suzanne Brown Secretary of the Park Forest Historical Society, Jane Nicoll Archivist and Museum Director, Jim Silvia Treasurer of the Park Forest Historical Society, Resident Kim Elmore-Perkins

Mayor Ostenburg called the meeting to order at 10:00 a.m.

Mr. Shnay began the meeting by introducing the representatives of the Park Forest Historical Society followed by a summary of the challenges the Historical Society has encountered. The Historical Society's Museum is in need of a suitable home for its Local History Collection Archive specifically for storage and display. There is a need for a location that will provide office space where scholars, authors and students can conduct research. The Archive is currently stored in a remote PODS unit and is inaccessible. Additionally, historical data currently stored in the Library will need to be moved during the Library renovation. Mr. Shnay stated there is an immense amount of historical data that is incredibly invaluable material. The Historical Society has identified two suitable locations owned by Matanky in the Down Town area on Cunningham next to the auto parts store. These spaces are most complete with washroom facilities and a monthly rent between \$1,100 and \$1,200. The Historical Society is not in a position to make the move however it is hoped that with some support of the Village, the current challenges can be met.

Mayor Ostenburg inquired as to whether the Archive collection had been digitized, whether the Society has considered partnering with GSU to store and use their facilities, and assuming a move was made, what the expected operational costs would be. Ms. Nicoll stated that it is very expensive to digitize the collection and it is currently best preserved in acid free boxes given financial constraints. In addition, partnering with GSU is not an alternative because the collections risks being moved out due to ongoing University "cuts". Ms. Brown added that according to the latest budget, operational costs would increase from \$18,000 to \$46,000; Mayor Ostenburg clarified this would actually be \$58,000 if one of the two locations identified in the Down Town area were considered.

Mayor Ostenburg asked the representatives of the Historical Society how they wanted the Village to respond to their current situation. Ms. Brown stated that the Historical Society needs to partner with the Village for a fundraising project in any way they can. The fundraising project is expected to continue over the course of three years and the Society has hired a consultant to assist with the fundraising campaign. Ms. Brown emphasized Park Forest's history represents

the development of the American suburb; research has been done on its architecture, aspects of city planning, social climate of integration and political structure. These aspects of Park Forest history have been developed into a curriculum unit to be taught at Mohawk and Blackhawk schools beginning in March and at Indiana and Illinois schools at a later date. Ms. Nicoll added that they were not there to ask for a specific dollar amount however the concern was that preservation and accessibility of the Archives is a financial burden carried mostly by the Historical Society although the Library is sharing some cost of the PODS. The anticipation was that the Village could partner with the Society to preserve the collection in addition to partnering in the fundraising campaign.

Mayor Ostenburg stated when making public policy decisions involving the use of funds and/or the Village name, requests had to be considered carefully. The Board would need evidence of community support that reaches beyond the current 70 paying memberships. However, the Village could support the Society in its membership campaign via the website. Mayor Ostenburg indicated it would be feasible to add a page to the website that could give information and a membership form. Additionally, the Society could maintain a presence in the Discover publication. Mr. Shnay stated the Society realized that it needed to maintain a membership drive using various avenues.

Mr. Ostenburg further noted that the Village has no influence on Matanky in terms of the monthly rent. Mr. Ostenburg stated that although feasibility would need to be discussed with Staff, the Village is more likely to be able to assist in terms of rent charged if the Society were to identify a Down Town location that is owned by the Village. This could possibly take the form of decreasing rent in half or paying the Society a fee as consultant for the support it gives the Village through actions taken to promote the Village. Ms. Nicoll inquired as to whether the latter consideration would be possible should the Society decide on the Matanky location. Mayor Ostenburg replied it may be possible however as stated this would need to be discussed with Village Staff. The topic was then opened to discussion.

Trustee McCray stated he was solidly behind the idea to partner with the Village. That in this initial stage of the move, using one of the spaces owned by the Village may be the best way to go. The Historical Society should also consider the possibility of working with Village grant writing people who can help seek out Federal and State monies for such a project; this should be approached by establishing a committee with persons who are diligent and will follow up.

Trustee Brandon stated she was 100% supportive although the ideal solution to the issue of a location may not be the most practical. She added the Historical Society should look at using the teaching of the curriculum unit in the schools as an additional support avenue through exposure to the parents of students. Giving the students who complete the curriculum unit a coupon for discounted admission could impact membership.

Trustee Dillard stated the Historical Society should consider establishing a Board of Directors for endowment donors whose names could be used on the Society's letterhead.

Trustee Kopycinski noted that the Historical Society should consider setting up a booth with boards and membership forms at the new grocery store in Park Forest. Although it is still "down

the road” the owners have discussed giving organizations 1% of receipts instead of donations and this is something to be considered.

Ms. Nicoll inquired as to whether the new resident brochure could include mention of the Historical Society, the Museum and the Local History Collection Archive. Mayor Ostenburg advised the Historical Society to inform Evelyn Sterling, the new Community Relations Coordinator, and forward a public relations copy.

Mayor Ostenburg stated Mr. Kaufman was there to assist with any computer issues the trustees may have and inquired as to whether there were any other pending matters open for discussion.

Trustee Kramer indicated he would like to discuss the development of legislation currently underway that would encourage senior citizens to remain in their homes for a longer period before considering a move to a nursing home. This could possibly help the Health Department. He would like to take the issue to the upcoming Mayors and Managers Meeting.

Trustee Kopycinski suggested a U Tube channel for the Village.

Mayor Ostenburg noted that communications were sent to lobbyists regarding dissatisfaction with the return of funds to the Village. The Village could be participating in the last endeavor with lobbyists given the situation. Mayor Ostenburg further noted that the current situation is due to the fact that Park Forest is non-partisan and the Village doesn't have the social connections to legislators that other municipalities may have.

Mayor Ostenburg stated the Golf course will need to be better maintained and that he will speak with the Village Manager about the issue. The cost of minimum maintenance won't equal the losses sustained when the Golf course was kept open.

There being no further business, Trustee Kramer motioned to adjourn at 12:00 p.m. Trustee Brandon seconded. All in favor.

Respectfully submitted,  
Sandra Salmen, Recorder

## **AGENDA BRIEFING**

**DATE:** March 17, 2009

**TO:** Mayor John Ostenburg  
Board of Trustees

**FROM:** Lawrence G. Kerestes, Director of Community Development

**RE:** A Resolution Granting Permission for CVS Pharmacy to Install a Temporary Garden Tent from April 21 through July 3, 2009

**BACKGROUND/DISCUSSION:**

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

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

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Consent Agenda of the Regular Meeting of March 23, 2009 for your consideration.

## **Memorandum**

**DATE:** March 10, 2009

**TO:** Larrie Kerestes

**FROM:** Judi Lancaster

**RE:** Garden Tent

**CC:**

For seven year in a row, CVS Pharmacy would like to have the garden area from April 21 to approximately July 3, 2009. Again this year the garden area will be on the east side of the building.

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

- Metal frame units (shelving units), which will be anchored together
- Unit will be up from approximately April 21 until July 3, 2009.
- Unit will be used to display live plants.

Specs can be provided if requested.

**RESOLUTION NUMBER:** \_\_\_\_\_

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

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

**WHEREAS,** said greenhouse would remain in place from April 21 through July 3; 2009 and

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

**NOW, THEREFORE, BE IT RESOLVED,** by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that CVS Pharmacy is, hereby, granted permission to install a 17' x 30' temporary shelving unit for the purpose of displaying and selling live plants on the parking lot of their property from April 21 through July 3, 2009.

**ADOPTED** this \_\_\_\_\_ day of March, 2009

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Village Mayor**

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