

AGENDA

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

Village Hall

8:00 p.m.

May 26, 2009

Roll Call

1. Agreement for Architectural Services for Park Forest Aqua Center
2. An Ordinance Amending Chapter 22 of the Village of Park Forest Related to Crime Free Housing
3. A Resolution for the Modification and Memorialization of Easement Agreement between the Village of Park Forest and the Housing Authority of the County of Cook (HACC)
4. An Ordinance Amending Chapter 18 (“Buildings and Building Regulations”) by Adding a New Article VI – Vacant Buildings

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: May 13, 2009

TO: President Ostenburg
Board of Trustees

FROM: John Joyce
Director of Recreation & Parks

RE: Agreement for Architectural Services Park Forest Aqua Center

BACKGROUND/DISCUSSION:

In July of 2008 the Recreation & Parks staff submitted a grant application through the Illinois Department of Natural Resources Open Space Land Acquisition and Development Program for major renovation at the bathhouse and concession stand at the Aqua Center. On Monday, May 11th we were informed by IDNR staff that our application was funded. The grant award is \$400,000 and requires a 50% match for a total project budget of \$800,000. A major element of the project is remodeling of the bathhouse to provide all new plumbing and dressing facilities, relocation of the existing concession operation to that space as well as a wide range of “green building” initiatives with the project. Preliminary design of the project and cost estimates used in the application was prepared by the firm Cody/Braun & Associates, Inc. of Willowbrook, IL.

Attached is a proposal for Cody/Braun to provide detail building plans, construction documents, assistance with bidding and construction administration on the project. The proposed fee for this service is Eight Percent (8%) of the total construction cost. While the total project budget is \$800,000, the “construction cost” for purposes of this agreement will likely be less. Traditionally, the Village has undertaken a number of tasks related to the project with our own forces. The more items we pull from the general contract, the less will be the Architects fee. As the details plans are finalized for the project the exact amount of the “construction costs” will become clear.

We would request a motion to approve an Architectural Services Agreement with the firm Cody/Braun and Associates. In addition to the preliminary planning for this project, this firm was the lead designer on the Logan Park development project several years ago. The fee for this service is reimbursable under the grant and the original amount paid to Cody/Braun will be requested for reimbursement as well.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules Meeting and the Regular meeting on Tuesday, May 26, 2009 for your consideration.



CODY/BRAUN & ASSOCIATES, INC.

Architects & Planners

625 Plainfield Road – Willowbrook, Illinois 60527 – Phone: 630-325-1333

E-Mail: jebraun@att.net Fax: 630-325-1471

E-Mailed Only

May 12, 2009

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

Re: Architectural Services for:
Redesign of the Park Forest Aquatic Center Bathhouse for
The Village of Park Forest

Attn: Mr. John Joyce, Director of Recreation and Parks

Dear John:

I would first like to take this opportunity to congratulate the Village of Park Forest and the Recreation & Parks Department on receiving the OSLAD Grant for your Aquatic Center. And secondly I would like to take this opportunity to thank you for inviting Cody/Braun to submit a revised project schedule and proposal for the project.

Project Schedule:

Cody/Braun Starts Construction Documents	05/27/09
Cody/Braun Completes Construction Documents	08/31/09
Apply for Village and IDPH Permits	09/01/09
Construction Documents Out to Bid	09/01/09
Prebid Meeting	09/17/09
Bids Due	09/24/09
Award of Contract by Village Board	09/28/09
Preconstruction Meeting	10/05/09
Start Construction	10/12/09
Substantial Completion/Final Walk Thru/Punch List	04/01/10
Final Completion	04/15/10

Cody/Braun's Proposal:

Cody/Braun's work will be broken down into four phases: Design Development, Construction Documents, Bidding and Construction Administration. The following is an explanation of each phase:



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Design Development:

This is the start of the construction documents which include not only the architectural portion of the project, but includes the mechanical, electrical, plumbing and structural engineering work. In this phase of the work, we start by doing a final review of all the required building codes and ADA standards for the project. We would also meet with the Owner to finalize the original program set up for the project, discuss what work may be done by the Village (If any) and what work may be added that was not in the original scope. After a final program is set, Cody/Braun would proceed with the construction documents for this phase of the work. When the drawings are approximately twenty five percent complete, we would review the project with the Owner to make sure everyone concurs with the designs. After the construction documents are approximately twenty five percent complete and the Owner agrees with the work, we would proceed into the next phase of the work.

Construction Documents:

This phase of the project is the completion of the construction documents that will be used to apply for building permits and used to bid to the contractors. The construction documents will include architectural, structural, mechanical, electrical and plumbing drawings along with the required written specifications.

Bidding:

In the Bidding Phase of the project, the drawings will be sent out to General Contractors for proposals due at a specified time and place. During the bidding process, Cody/Braun will answer any questions, attend and run the prebid meeting, issue addenda if required to clarify any questions and receive bids at the specified time and place. After bids are received, Cody/Braun will review the bids, meet with the two low bidders and make a recommendation to the Village Board. When a contractor is selected, Cody/Braun will prepare the required contracts for signature by the Contractor and the Village Board.

Construction Administration:

This phase of the work will start off with a preconstruction meeting with the Owner, Architect and the General Contractor and his subs. In this meeting we will discuss the schedule, pick a time for our weekly meetings, discuss how the work will proceed from demolition to completion and talk about payment schedules. During construction, Cody/Braun will visit the site a minimum of once per week generating a field report for the Owner's and Contractor's review. Cody/Braun will also review shop drawings, review payout requests and do a final walk thru at the end of the project.



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As stated in our May 12, 2008 proposal, our fee to provide all of the above work would be **Eight Percent (8%)** of the total construction costs. Not included in the fee are the standard reimbursables such as drawing reproduction, material testing, renderings and topographies.

If you elect to contract our office for the proposed work, we would provide an AIA B141 Document – Standard Agreement Between Owner and Architect for review and signature.

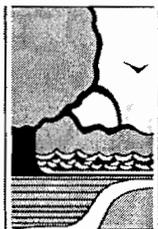
If you have any questions, please do not hesitate to contact our office at any time.

Sincerely,

Cody/Braun & Associates, Inc.

Jeffrey E. Braun

Jeffrey E. Braun / President



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

Pat Quinn, Governor

Marc Miller, Acting Director

May 6, 2009

Mr. Thomas K Mick, Village Manager
Park Forest, Village of
350 Victory Drive
Park Forest, IL 60466

Re: Project OS 09-1683
Park Forest, Village of
Park Forest Aqua Center Revitalization
Grant Award: \$400,000.00

Dear Mr. Mick:

I am pleased to inform you that the above referenced project has been approved at the dollar amount indicated, as part of the State's FY 2009 Open Space Lands Acquisition and Development (OSLAD) and Land and Water Conservation Fund (LWCF) grant programs. The quality of your plans to enhance open space opportunities for Illinois' citizens is recognized by your selection in this year's very competitive selection process.

Your project was one of 59 local outdoor recreation projects (49 development and 10 acquisition), representing \$21.2 million in funding assistance, approved by the Department for FY 2009 OSLAD/LWCF grant funds.

You will soon be contacted with detailed information and instructions concerning implementation of your project and program compliance responsibilities. Please do not proceed with your project until you have received these instructions.

Once again, congratulations on being one of the successful applicants and thank you for your dedicated efforts to improve outdoor recreation opportunities in Illinois.

Sincerely,

Marc Miller
Acting Director

MM/sg

AGENDA BRIEFING

TO: Mayor Ostenburg,
Board of Trustees

FROM: Thomas K. Mick,
Village Manager

DATE: May 11, 2009

**RE: AN ORDINANCE AMENDING CHAPTER 22 OF THE VILLAGE OF
PARK FOREST CODE OF ORDINANCES RELATED TO CRIME FREE
HOUSING**

BACKGROUND/DISCUSSION:

The Village's Troubled Building and Property Task Force has worked with Village Prosecutor Jason Danielian to draft minor changes to the established Crime Free Housing Ordinance. These changes are the result of administering the Ordinance over its first year of existence and in many respects are deemed to be 'housekeeping' measures. The attached ordinance details those items proposed to be added or deleted from existing Village code.

SCHEDULE FOR CONSIDERATION:

This item will appear on the agenda of the Tuesday, May 26, 2009 Rules and Regular Board Meetings for Board discussion and consideration of approval at **FINAL READING.**

ORDINANCE No. _____

**AN ORDINANCE AMENDING CHAPTER 22 OF THE VILLAGE OF
PARK FOREST CODE OF ORDINANCES RELATED TO CRIME FREE HOUSING**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, an Illinois Municipal Corporation, a home rule unit of local government in the exercise of its home rule powers, that the Code of Ordinances of the Village of Park Forest be amended as follows:

Section I.

Chapter 22 of the Village of Park Forest Code of Ordinances is hereby amended as follows:

DIVISION 14. CRIME-FREE HOUSING

Sec. 22-473. Crime-free housing.

(a) *License requirement.* No person, corporation, partnership or other business entity, condominium, townhouse, cooperative membership association or homeowners' association shall engage in the business of renting any dwelling unit to the public, the operation of a rental dwelling unit, rooming house or rooming unit unless a valid residential rental license has been issued by the village for the specific location. A dwelling unit may **not** be rented and no new lease may be entered into and no lease may be renewed until a license is secured pursuant to this section, or while a license is suspended or revoked. **Furthermore, any residential real property that is not owner occupied shall be subject to this ordinance.**

(b) *Exception.* The licensing requirement pursuant to this section shall not apply to group homes governed by the Specialized Living Centers Act, 405 ILCS 25/1, et seq., dealing with the developmentally disabled, or to other similar uses governed by state or federal laws, rules or regulations.

(c) *Application.* The application for a residential rental license shall be made in the name of the legal owner of the premises to be rented, and shall be submitted to the village on a form to be provided by the village. The application shall identify the location of the property; the name, address and telephone number(s) of the owner; the name, address and 24-hour telephone number(s) of the manager or custodian of the property; the owner's agent for service of process; and such other information as the village may reasonably require. Every applicant shall be given a packet of materials containing the following: a public safety/crime prevention inspection checklist; a crime-free housing lease addendum; a letter to tenant; a current crime-free housing seminar schedule; and the village's crime-free housing contact information.

(d) *License fee.* The annual fee for a residential rental license shall be paid at the time of application as follows:

- (1) One unit or single-family residence . . . \$75.00

- (2) Two to ten units . . . 125.00
- (3) Eleven to 19 units . . . 175.00
- (4) Twenty or more units . . . 225.00

~~The fee for licenses issued during a calendar year shall be pro-rated.~~ Neither the sale of a property, nor the suspension or revocation of a license, shall entitle an applicant to a refund of any license fee.

(e) *Term of license.* A residential rental license shall be issued for a period of one calendar year. All licenses shall expire on ~~December 31~~ June 30 next after issuance.

(f) *Renewal; re-issuance.* Application for renewal of a residential rental license shall be made in the same manner as for a new license. Application for renewal must be made within 60 days prior to the expiration of the present license. Each new owner of a rental dwelling must obtain a new license. No license shall be transferable. Such license shall be applied for and obtained prior to a new owner closing on the purchase and sale of a rental dwelling unit. Failure to apply for a new license by a subsequent owner shall result in the revocation of the current license.

(g) *Pre-issuance, public safety/crime prevention.* No residential rental license shall be issued or renewed unless the rental dwelling unit, along with its common areas and appurtenances has undergone a public safety/crime prevention inspection. Rental dwelling units that undergo a change in ownership shall be subject to a rental dwelling unit public safety/crime prevention inspection, notwithstanding any other required inspection as a condition precedent to transfer of title or otherwise as set forth under and pursuant to chapter 18 of this Code. The owner shall be provided with an inspection report describing any condition that fails to meet the public safety/crime prevention guidelines and shall be afforded a reasonable opportunity to correct such conditions. In the event that more than two follow-up inspections are required to determine compliance, the owner shall pay an additional inspection service charge of \$100.00 for each additional inspection. Payment of said service charge must be made in full prior to the issuance of a license. Failure to correct said conditions shall result in a suspension or revocation of an existing license or, in the case of a new license application, the denial of a license ~~application~~ or a revocation.

(h) *Periodic inspection.* Every rental dwelling unit subject to this section, along with its common areas and appurtenances, shall be subject to periodic public safety/crime prevention inspections by the village at reasonable times and in a reasonable manner to ensure continuing compliance with this section and with all applicable laws, rules and regulations. Whenever it appears pursuant to an inspection or otherwise that conditions or practices exist that violate the provisions of this section or any applicable laws, rules regulations, the village shall serve written notice upon a licensee of such violation, providing for what action is necessary to correct the violation and a time by which the violation must be corrected. Violations not corrected within the time set forth in the written notice shall result in a residential rental license suspension or revocation.

(i) *Crime-free housing seminar.* All persons applying for a residential rental license and all persons who administer, manage, or control the operation of any rental dwelling unit must attend

a crime-free housing seminar, administered by the Park Forest Police Department **or by any other approved municipal agency** within three months of application for residential rental license. ~~In the event that a seminar is not available prior to a license otherwise being issued, a conditional license may be issued, subject to attendance within a three-month period from the time of issuance of the conditional issuance.~~ In the event that a seminar is not attended within said three-month period, the residential rental license shall be **void-denied**, suspended or revoked. If a property owner hires, changes, replaces or adds any person or persons to administer, manage or control the operation of a rental dwelling unit, the village shall be notified upon said change and that person or persons must attend the crime-free housing seminar within three months of said change. Failure to do so shall result in the suspension or revocation of a residential rental license. All persons who are issued a residential rental license and all persons who administer, manage or control the operation of any rental dwelling unit shall attend the seminar every three years. Failure to do so shall result in a suspension or revocation of a residential rental license.

(j) *Attendance records.* The chief of police shall designate a crime-free housing coordinator, who shall maintain a list of those persons who have attended a crime-free housing seminar, the date of attendance and verification that the owner, agent or designee is eligible to obtain, maintain or renew a residential rental license.

(k) *Crime-free lease agreement addendum.* Every cooperative housing agreement, lease, renewal of lease or other such agreement for the rent or lease of any residential property shall include the following language:

"In addition to all other terms of the lease, landlord and tenant agree as follows:

The tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household, common areas or appurtenances:

1. Shall not engage in any quasi-criminal or criminal activity as defined by local, state or federal law;
 2. Shall not engage in any act intended to facilitate any quasi-criminal or criminal activity and/or obstruct or resist law enforcement against criminal activity;
 3. Shall not permit and/or allow the dwelling unit, common areas or appurtenances to be used for or facilitate any quasi-criminal or criminal activity as defined by local, state or federal law.
- Should the tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household, common areas or appurtenances violate any provisions stated herein, such a violation shall constitute material noncompliance with this lease and shall further constitute grounds for termination of tenancy and eviction."

(l) *Transfer of leasehold, tenancy at will.* Upon transfer of ownership of any residential property through which any rental and/or lease agreement is in existence, the new owner shall make a reasonable request upon existing tenants or renters to enter into and incorporate into the existing lease the crime-free lease addendum set forth above for the remaining term of such in existing rental and/or lease agreement. The failure to or unwillingness to enter into such addendum by the existing tenants, renters and the like shall not preclude the owner from availing himself or herself of the remedies set forth therein should the existing tenant, renter and the like violate any provision of this section.

The landlord of every leasehold **or owner of any residence** for which no written lease agreement exists (tenancy at will), including but not limited to a month-to-month leasehold, shall require a tenant at will **or any other non-owner occupant** to enter into crime-free lease addendum set forth above, in writing, within 60 days after having received a conditional license.

(m) *Violation of crime-free lease addendum.* It shall be unlawful for residential property owner, administrator, manager or person in control of the operation of any rental dwelling unit to permit any **tenant person** to occupy any residential rental property in violation of any provision of the crime-free lease addendum set forth above.

(n) *Administrative adjudication of violations.* Any violation of this section shall be subject to adjudication pursuant to the provisions of chapter 2 (administration), article VII (administrative adjudication of violations of village ordinances) of this Code, unless as specifically provided for in this section.

(o) *Appeal; reinstatement of license.* Any person whose residential rental license has been **denied**, suspended or revoked shall be entitled to an adjudication hearing pursuant to the provisions of chapter 2 (administration), article VII (administrative adjudication of violations of village ordinances) of this Code. Notice of said appeal shall be made in writing and shall be filed with the village manager within 15 days following the **denial**, issuance of a suspension or revocation. If, in the case of an inspection violation-related suspension or revocation, the village finds upon a re-inspection that the violations have been corrected and the rental dwelling unit is in compliance, the suspension of an existing license shall be rescinded, or, in the case of a new license application, the **denial**, imposition of a **suspension** or revocation shall be lifted and a license shall be issued.

(p) *Penalties.* ~~Any person whose residential rental license has been suspended or revoked shall be deemed to be in violation of this section and shall be subject to any of the following:~~

Any person who violates any provision of this ordinance, including but not limited to any person who has failed to obtain a license or whose license has been denied, suspended or revoked, shall be subject to any of the following:

(1) A fine in an amount of not less than \$250.00 and no more than \$1,500.00, per unit for each day the violation exists;

(2) Any and all civil remedies available to the village, including any and all injunctive remedies, that a court of competent jurisdiction may impose;

(3) The posting of a placard(s) by the village on any portion of a property containing a residential dwelling unit that provides that the license has been suspended or revoked and that no new leases may be entered into and no leases may be renewed until the proper license is secured. A placard may only be removed by the village upon full compliance with this section.

(q) *Removal or defacing of a placard.* No person shall deface or remove a placard posted pursuant to this section. The defacement or unauthorized removal of a placard by any person shall be subject to a fine in an amount not less than \$250.00 and no more than \$1,500.00, for each day said placard remains in a defaced condition or is removed.

SECTION 2. This ordinance shall be in full force and take effect upon its passage, approval and publication as provided by law.

Passed this _____ day of _____, 2009.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK

AGENDA BRIEFING

DATE: May 18, 2009

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Resolution for the Modification and Memorialization of Easement Agreement between the Village of Park Forest and the Housing Authority of the County of Cook (HACC)

BACKGROUND/DISCUSSION: Juniper Towers, a senior building owned and operated by the Housing Authority of the County of Cook (HACC), has experienced flooding issues during heavy rains. The HACC hired a consulting engineering firm to investigate and resolve this problem. Their investigation determined that a storm sewer line from their property needed replacement.

To accomplish this task the existing easement needed to be vacated and a new easement defined. The reasons for this easement change are two fold: The first, fire training site structures are in the way of the proposed construction and second, the adjacent property owner requested an alignment change in the storm sewer in order to better utilize his property.

The attached intergovernmental agreement and enabling resolution have been reviewed by the Village Attorney Paul Stephanides. The HACC will pay for all legal costs incurred by the Village. The Department of Public Works feels that this agreement is in the best interests of the Village and request the board authorize the Village Manager to execute the agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular meetings of May 26, 2009 for discussion and consideration.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A MODIFICATION AND
MEMORIALIZATION OF EASEMENT AGREEMENT
BETWEEN THE VILLAGE OF PARK FOREST AND THE
HOUSING AUTHORITY OF COOK COUNTY**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (2009), authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Village of Park Forest (“Park Forest”), and the Housing Authority of Cook County are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Housing Authority of Cook County has experienced ongoing flooding and drainage problems associated with its Juniper Towers property in Park Forest; and

WHEREAS, Park Forest and the Housing Authority of Cook County desire to enter into an intergovernmental agreement regarding the modification of an existing easement access and the establishment of new easement access to address these flooding and drainage problems.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE BOARD OF TRUSTEES OF THE VILLAGE OF PARK FOREST in the exercise of their home rule powers as follows:

Section 1. **Intergovernmental Agreement Approved.** The Intergovernmental Agreement, titled “Modification and Memorialization of Easement Agreement” between Park Forest and the Housing Authority of Cook County is approved in substantially the form attached hereto and incorporated herein as attached.

Section 2. **Execution of Agreement.** The Village Manager and the Village Clerk are directed to execute the agreement on behalf of the Village in substantially the form attached.

Section 3. **Effective Date.** This Resolution shall be in full force and effect upon its passage and approval.

APPROVED:

ATTEST:

Mayor

Village Clerk

MODIFICATION AND MEMORIALIZATION OF EASEMENT AGREEMENT

This Modification and Memorialization of Easement Agreement is made and entered into as of the ___th day of _____, 2009, by and between HOUSING AUTHORITY OF THE COUNTY OF COOK, an Illinois municipal corporation (“HACC”) and **THE VILLAGE OF PARK FOREST**, an Illinois municipal corporation (the “Village”)

WITNESSETH:

WHEREAS, the Village is the owner of two tracts of real estate located in Cook County, Illinois, one of which is utilized for fire department training purposes (the “Fire Department Parcel”) and the second tract contains a drainage ditch sometimes referred to as Thorn Creek (the “Drainage Ditch Parcel”). The Fire Department Parcel and the Drainage Ditch Parcel are legally described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter referred to collectively as the “**Village Property**”) as Tract 1 and Tract 2 respectively. The Fire Department Parcel is depicted as Parcel 3 on Exhibit C-1 and the Drainage Ditch Parcel is depicted as Parcel 4 on Exhibit C-1;

WHEREAS, in 1969 HACC acquired certain real property from the Village legally described on Exhibit B attached hereto and made a part hereof (the “**HACC Property**”). HACC later constructed a senior housing facility commonly known as Juniper Towers on the HACC Property. The HACC Property is depicted as Parcel 1 on Exhibit C-1;

WHEREAS, in connection with the development of Juniper Towers, the Village granted to HACC certain easement rights to construct, maintain and replace a storm sewer system across the Village Property and other real property then owned by the Village located between the HACC Property and the Village Property (the “**Adjacent Property**”) and HACC constructed a storm sewer line across the Village Property and the Adjacent Property, for purposes of draining

storm water collected at the HACC Property to the creek located on Tract 2 of the Village Property;

WHEREAS, HACC has determined that replacement facilities are needed for the currently existing storm sewer facilities serving the HACC Property;

WHEREAS, HACC has agreed to abandon the current storm sewer line on the Village Property and the Adjacent Property and to release its easement as it relates to the current location of such sewer line; and

WHEREAS, the parties hereto wish to identify the new location of the easements required for the replacement of the Storm Sewer Facilities (as hereinafter defined) and to memorialize the terms and conditions of the grant of easement previously and currently made by the Village to HACC.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Modification and Memorialization of Easements.** The parties desire to modify and memorialize the existing easement grant. Village hereby declares and grants to HACC the following easements and HACC hereby accepts and acknowledges the easements, rights of entry and rights with respect to the Storm Sewer Facilities in accordance with the terms and conditions herein set forth;

- (a) a non-exclusive easement in favor of HACC over those portions of the Village Property depicted on Exhibit C-1 and legally described on Exhibit C-2, both of which are attached hereto and made a part hereof (the “**Storm Sewer Easement Parcels**”) in order to construct, install, repair, maintain, operate and replace the storm sewer lines, facilities and improvements already constructed and to be constructed on, over, under and along the Village Property and other property for the purpose of retaining, detaining and disposing of storm water originating or entering onto the HACC Property into the creek located on Tract 2 of the Village Property (the “**Storm Sewer Facilities**”);
- (b) subject to the provisions of subparagraph (e) below, a right of entry in, over, under, along through and across the Village Property for the purpose of construction, maintenance, repair, and replacement of the Storm Sewer Facilities and for the storage of materials, tools, machinery, equipment and surplus excavation during the period HACC is working on such Storm Sewer Facilities, as may be reasonably necessary for such purpose in such locations reasonably identified or approved by the Village;
- (c) no buildings or other improvements shall be constructed or installed on, over or under the Storm Sewer Easement Parcels. The Village shall have the right to install landscaping, gardens, shrubs, sidewalks, parking lots, and ingress and egress roadways on the Storm Sewer Easement Parcels

that do not then or later conflict with the aforesaid uses or rights of HACC. HACC shall have the right from time-to-time to clear obstructions from the surface and subsurface of the Storm Sewer Easement Parcels as may be required incident to the grant herein that interfere with the operation or use of the Storm Sewer Facilities, and HACC shall have the obligation to restore the surface to the same or better condition that existed prior to the beginning of any work pursuant to subparagraph 2(d) below. HACC shall have the right to cut, trim, or remove any shrubs or other plants within the Storm Sewer Easement Parcels which interfere with the construction, installation, reconstruction, repair, removal, replacement, maintenance or operation of said Storm Sewer Facilities and structures thereon. HACC shall use its best efforts to not remove any tree located on the Storm Sewer Easement Parcels. If HACC must remove any tree, HACC shall replant the tree in a location determined by the Village or replace the tree with a similar or like tree to the extent feasible, in size and character;

- (d) except as otherwise provided herein, any construction, repair, replacement, modification, extension or relocation that HACC is permitted to undertake, in, over, under, along and across the Village Property pursuant to the above terms and provisions or in connection with the Storm Sewer Facilities shall be at HACC's cost and expense and shall be subject to the Village's reasonable approval of engineering plans; each party expressly agrees that it shall not remove, damage or otherwise impair or obstruct any improvements located on, under, in, across or along the Village Property owned by the other party without the express prior written consent of the other party, and in the event such consent is given, shall restore such portion of the Village Property and all improvements located thereon to the condition it was in prior to entry by such party promptly upon completion of such construction, repair, replacement, modification or extension. For purposes of this subparagraph, the term "improvements" shall be deemed to include, without limitation, parking lots, roadways, fences or walkways or Storm Sewer Facilities located on, under, in, across or along the Village Property;
- (e) all construction activities performed by HACC on the Storm Sewer Facilities shall be performed in compliance with all applicable laws, rules, regulations, orders, and ordinances of the Village, county, state, and federal government, or any department or agency thereof. All construction shall be performed in a good, safe, and workman like manner. Each party further agrees that its construction activities shall not unreasonably interfere with construction work being performed on any other part of the Village Property;
- (f) except in cases of emergency, notice of intent to exercise any right of entry pursuant to this Agreement shall be given to the party affected thereby at least forty-eight (48) hours prior to any such entry;

- (g) the width of the easements referred to in Section 1(a) shall be to the extent reasonably necessary to perform the necessary work on the affected facilities, not to exceed ten (10) feet on either side of the Storm Sewer Facilities, including line, pipes, pumping stations or other improvements;
- (h) the Village shall provide utility locates of any of its maintained and owned utility infrastructure located within Storm Sewer Easement Parcels, or in proximity to the Storm Sewer Easement Parcels, within forty-eight (48) hours notice to the Village by HACC of HACC's intent to perform any work in the Storm Sewer Easement Parcels pursuant to this Agreement. HACC shall provide utility locates of any of its Storm Sewer Facilities located within the Storm Sewer Easement Parcels, or in proximity to the Storm Sewer Easement Parcels, within forty-eight (48) hours notice to HACC by the Village of the Village's intent to perform any work to its utility infrastructure located within the Storm Sewer Easement Parcels or in proximity to the Storm Sewer Easement Parcels; and
- (i) Notwithstanding anything to the contrary contained herein, in the event any improvements currently located on the Village Property encroach into Storm Sewer Easement Parcels, the Village need not remove such improvements so long as they do not unreasonably interfere with the Storm Sewer Easement Parcels granted pursuant to the terms of this Agreement. Such improvements include the below ground water main serving the three fire hydrants located on the surface of the Village Property.

2. **Maintenance Costs.** HACC shall be responsible for the cost of the construction, installation, maintenance, repair, operation, replacement and relocation of the Storm Sewer Facilities, except to the extent relocation is requested by the Village and agreed to by HACC.

3. **Construction Fencing and Debris Removal.** Prior to beginning any construction or maintenance work authorized by this Agreement, HACC shall erect a temporary construction fence around the applicable Storm Sewer Easement Parcels to ensure that all construction or maintenance activities are confined to Storm Sewer Easement Parcels until such time as said construction or maintenance activities are completed. All debris resulting from any work or subsequent maintenance or repair shall be legally disposed of off of the Village's Property, including the Storm Sewer Easement Parcels.

4. **Mechanics' Lien Claims.** If, by reason of labor or material furnished or claimed to have been furnished to or on behalf of HACC any valid and enforceable mechanic's lien or similar lien shall be placed at any time or times upon any part of the Village Property, HACC shall cause the same to be discharged of record or insured over, within thirty (30) days after the notice of filing of such lien and if HACC shall fail to discharge or insure over and contest such lien within such thirty (30) days, if the lien claimant is seeking to enforce such lien or if such lien claim prevents the sale, conveyance or refinance of the Village Property, then, in addition to any other right or remedy available to it, the Village may, but shall not be obligated to, discharge

such lien and all amounts expended by the Village to contest or discharge such lien shall be payable by HACC to the Village within thirty (30) days notice of payment.

5. **Release of Existing Easement.** From and after the Effective Date of the Release (as hereinafter defined), HACC hereby agrees that this instrument shall serve as a release, conveyance and quit claim to the Village of any and all rights of HACC to an easement over that portion of the Village Property on which the currently existing storm sewer line is located which area is depicted by cross hatching on Exhibit D attached hereto and made a part hereof (the "Existing Storm Sewer Easement Area"). For purposes of this Agreement, the "Effective Date of the Release" shall be thirty (30) days after the replacement storm sewer line has been installed across the Adjacent Property and the Village Property and is fully operational.

6. **Notices.** All notices, demands, elections, consents, approvals or other communications required, permitted or desired to be served hereunder shall be in writing and shall be deemed to have been served when delivered in person or by overnight courier service or two (2) days after deposit in the United States mail, registered or certified mail, postage pre-paid, addressed as follows:

If to HACC:	Housing Authority of Cook County 175 West Jackson, Suite 350 Chicago, IL 60604 Attention: Executive Director
With a Copy to:	McGuireWoods, LLP 77 West Wacker Suite 4100 Chicago, Illinois 60601 Attention: Patrick E. Brady
If to Village:	Village of Park Forest 350 Victory Drive Park Forest, IL 60466 Attention: Village Manager

or to such other person or address as the parties may designate in writing to the other party.

7. **Term.** Unless sooner terminated by mutual agreement of the parties hereto or their successors and assigns, the easements contained in this Agreement are perpetual in nature shall remain in full force and effect unless such easement or covenant is relinquished or released by an instrument executed and recorded by HACC and the Village.

8. **Indemnities.** HACC and the Village each shall indemnify and save harmless the other from and against any and all claims, actions, liabilities and expenses (including reasonable attorneys' fees and costs of suit) suffered or incurred in connection with loss of life, personal injury and damage to property, or any of them, occasioned wholly or in part by the negligent or

willful acts or omissions of such indemnifying party, or the contractors, subcontractors or employees of such party arising out of or relating to the activities at the Village Property.

9. **Not Partners.** Nothing contained in this Agreement shall be construed to make the Village or HACC partners or joint venturers or to render any of said parties liable for the debts, or obligations of the others.

10. **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If any portion of this Agreement, or the application thereof to any persons or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. **Modification.** No provisions of this Agreement may be changed, modified or rescinded except by an instrument in writing, signed and acknowledged by the Village and HACC and any part thereof and unless otherwise agreed to by both parties, any such instrument shall be effective only upon recording such instrument in the offices of the Recorder of Cook County Illinois.

12. **Covenants Running with the Land; Successors and Assigns.** All provisions of this Agreement shall run with the land, both as to benefit and burden, and all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

13. **Authority.** Each party represents and warrants to the other party that each individual signing this Agreement is authorized to do so.

14. **Interpretation.** The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties to confer commercially usable rights on the owners, purchasers, mortgagees or other persons having or acquiring an interest in any parcel is carried out.

15. **Termination.** The easements granted by this Agreement and the promises and obligations contained herein shall terminate and expire if for any reason HACC serves notice upon the Village pursuant to Section 6 above that it no longer intends to use the easements for the purposes herein set forth, or if HACC abandons its facilities contained in the easements and no longer intends to use the easements.

16. **Counterparts.** The Agreement may be executed in counterparts both of which when taken together shall constitute a single original.

17. **Recitals and Exhibits Incorporated.** The foregoing Recitals and the Exhibits attached hereto are hereby incorporated into this Agreement as an integral part hereof.

IN WITNESS WHEREOF, the parties have executed this Modification and Memorialization of Easement Agreement as of the first date written above.

THE HOUSING AUTHORITY OF THE COUNTY OF COOK, an Illinois municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

VILLAGE OF PARK FOREST, an Illinois municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ and who is personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument as _____ of THE HOUSING AUTHORITY OF THE COUNTY OF COOK, an Illinois municipal corporation and personally known to be such officer(s), appeared before me this day in person and acknowledged that, as such officer, (he) (she) signed and delivered said instrument pursuant to authority given by the Board of Trustees of said corporation and as (his) (her) free and voluntary act and the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2009.

Notary Public

My commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ and _____ who (are) (is) personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument as _____ and _____ of the VILLAGE OF PARK FOREST, a municipal corporation, and personally known to be such officer(s), appeared before me this day in person and acknowledged that, as such officer, (he) (she) signed and delivered said instrument pursuant to authority given by the Village Board of said municipal corporation and as (his) (her) (their) free and voluntary act and the free and voluntary act and deed of said municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2009.

Notary Public

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE VILLAGE PROPERTY

TRACT 1:

THAT PART OF OUTLOT "J" IN THE VILLAGE OF PARK FOREST FIRST ADDITION TO WESTWOOD IN SECTIONS 25 AND 26, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT "J" AFORESAID;

THENCE NORTH ALONG THE WEST LINE OF OUTLOT "J" AFORESAID, SAID WEST LINE BEING A CURVED LINE CONVEX TO THE WEST, AN ARC DISTANCE OF 56.25 FEET TO A POINT;

THENCE NORTH 73 DEGREES 26 MINUTES 09 SECONDS EAST, A DISTANCE OF 46.89 FEET TO A POINT;

THENCE NORTH 54 DEGREES 00 MINUTES 34 SECONDS EAST, A DISTANCE OF 433.58 FEET TO A POINT BEING THE NORTHERLY EXTENSION OF THE EAST LINE OF OUTLOT "J" AFORESAID;

THENCE SOUTH 00 DEGREES 04 MINUTES 21 SECONDS WEST, A DISTANCE OF 325.40 FEET TO THE SOUTHEAST CORNER OF OUTLOT "J" AFORESAID;

THENCE NORTH 89 DEGREES 50 MINUTES 22 SECONDS WEST ALONG THE SOUTH LINE OF OUTLOT "J" AFORESAID, A DISTANCE OF 398.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

TRACT 2:

A FIFTY FOOT WIDE DRAINAGE DITCH IN AND ACROSS OUTLOT "J" IN THE VILLAGE OF PARK FOREST FIRST ADDITION TO WESTWOOD IN SECTIONS 25 AND 26, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY CORNER OF SAID OUTLOT "J"; THENCE NORTH 22 DEGREES WEST ALONG THE EAST LINE OF OUTLOT "J" AFORESAID, A DISTANCE OF 29.96 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 22 DEGREES WEST, A DISTANCE OF 50.09 FEET TO A POINT;

THENCE SOUTH 71 DEGREES 20 MINUTES 38 SECONDS WEST, A DISTANCE OF 152.85 FEET TO A POINT;

THENCE SOUTH 78 DEGREES 02 MINUTES 11 SECONDS WEST, A DISTANCE OF 231.85 FEET TO A POINT;

THENCE SOUTH 71 DEGREES 05 MINUTES 04 SECONDS WEST, A DISTANCE OF 85.74 FEET TO A POINT;

THENCE SOUTH 54 DEGREES 00 MINUTES 34 SECONDS WEST, A DISTANCE OF 435.50 FEET TO A POINT;

THENCE SOUTH 73 DEGREES 25 MINUTES 09 SECONDS WEST, A DISTANCE OF 14.21 FEET TO A POINT ON A CURVE BEING THE WEST LINE OF OUTLOT "J" AFORESAID;

THENCE SOUTH ALONG THE WEST LINE OF OUTLOT "J" AFORESAID, HAVING A RADIUS OF 540.69 FEET AND CONCAVE TO THE WEST, AN ARC DISTANCE OF 55.46 FEET TO A POINT, SAID POINT BEING 56.25 FEET NORTH OF THE SOUTHWEST CORNER OF OUTLOT "J" AFORESAID;

THENCE NORTH 73 DEGREES 26 MINUTES 09 SECONDS EAST, A DISTANCE OF 48.69 FEET TO A POINT;

THENCE NORTH 54 DEGREES 00 MINUTES 34 SECONDS EAST, A DISTANCE OF 436.30 FEET TO A POINT;

THENCE NORTH 71 DEGREES 05 MINUTES 04 SECONDS EAST, A DISTANCE OF 75.48 FEET TO A POINT;

THENCE NORTH 78 DEGREES 02 MINUTES 11 SECONDS EAST, A DISTANCE OF 231.73 FEET TO A POINT;

THENCE NORTH 71 DEGREES 20 MINUTES 38 SECONDS EAST, A DISTANCE OF 158.69 FEET TO THE POINT OF BEGINNING,

IN COOK COUNTY, ILLINOIS

Property Address: Vacant Land located Southeast of Orchard Drive and Northwest of Juniper Street, Park Forest, Illinois
Permanent Index Numbers: Part of 31-25-400-010

EXHIBIT B

LEGAL DESCRIPTION OF HACC PROPERTY

THAT PART OF THE SOUTH EAST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF JUNIPER PARK AS ESTABLISHED BY TRUSTEES DEED RECORDED ON DECEMBER 29, 1961 AS DOCUMENT 18366644 (SAID POINT BEING 255.22 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 25), THENCE DUE EAST 142.83 FEET, THENCE SOUTH 46 DEGREES 44 MINUTES EAST 132.30 FEET, THENCE DUE EAST 99.00 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF JUNIPER STREET, THENCE SOUTH WESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF JUNIPER STREET, BEING A CURVED LINE CONVEX NORTH WESTERLY AND HAVING A RADIUS OF 178.00 FEET A DISTANCE OF 81.16 FEET MORE OR LESS TO THE POINT OF TANGENCY OF LAST DESCRIBED CURVE; THENCE SOUTH 59.93 FEET TO A POINT OF CURVE, THENCE SOUTHERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 1820.20 FEET A DISTANCE OF 79.06 FEET THENCE DUE WEST 318.16 FEET TO A POINT ON THE WEST LINE OF AFORESAID JUNIPER PARK; THENCE NORTH 307.94 FEET TO THE PLACE OF BEGINNING, ALL OF COOK COUNTY, ILLINOIS.

Property Address: 350 Juniper Street, Park Forest, Illinois
Permanent Index Number: 31-25-400-025

EXHIBIT C-1

**DEPICTION OF THE STORM
SEWER EASEMENT PARCEL**

Property Address:

Permanent Index Number: Part of 31-25-402-049 and part of 31-25-400-010

EXHIBIT C-2

LEGAL DESCRIPTION OF THE STORM SEWER EASEMENT PARCELS

STORM SEWER EASEMENT PARCEL 1

AN EASEMENT APPURTENANT FOR THE BENEFIT OF THE HACC PROPERTY AND RUNNING THROUGH THE FIRE DEPARTMENT PARCEL SAID EASEMENT BEING 20 FEET WIDE FOR STORM DRAINAGE THROUGH SAID PARCEL. THE CENTERLINE OF SAID EASEMENT BEING ALSO THE CENTERLINE OF DRAINAGE PIPE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT "J" ALSO BEING THE SOUTHEAST CORNER OF THE FIRE DEPARTMENT PARCEL: THENCE DUE WEST 14.00 FEET ALONG THE SOUTH LINE OF OUTLOT J ALSO BEING THE SOUTH LINE OF THE FIRE DEPARTMENT PARCEL TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 02 MINUTES 25 SECONDS EAST 193.54 FEET; THENCE NORTH 64 DEGREES 04 MINUTES 27 SECONDS WEST 112.74 FEET TO THE TERMINUS POINT OF SAID EASEMENT, CONTAINING 0.140 ACRES MORE OR LESS.

STORM SEWER EASEMENT PARCEL 2

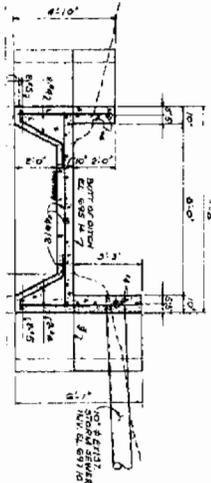
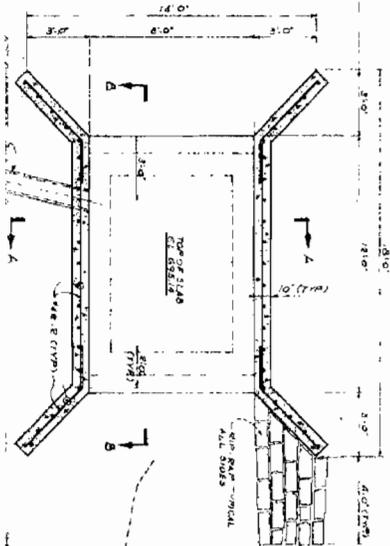
AN EASEMENT APPURTENANT FOR THE BENEFIT OF THE HACC PROPERTY AND RUNNING THROUGH THE DRAINAGE DITCH PARCEL SAID EASEMENT BEING 20 FEET WIDE FOR STORM DRAINAGE THROUGH SAID DRAINAGE DITCH PARCEL. THE CENTERLINE OF SAID EASEMENT BEING ALSO THE CENTERLINE OF DRAINAGE PIPE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT "J" ALSO BEING THE SOUTHEAST CORNER OF THE FIRE DEPARTMENT PARCEL: THENCE NORTH 325.40 FEET ALONG THE EAST LINE OF SAID OUTLOT "J" THENCE SOUTH 54 DEGREES 00 MINUTES 34 SECONDS WEST 143.71 FEET ALONG THE SOUTHERLY LINE OF SAID FIFTY FOOT WIDE DRAINAGE DITCH TO THE POINT OF BEGINNING; THENCE NORTH 64 DEGREES 04 MINUTES 27 SECONDS WEST 27.85 FEET TO THE TERMINUS POINT OF SAID EASEMENT, CONTAINING 0.012 ACRES MORE OR LESS.

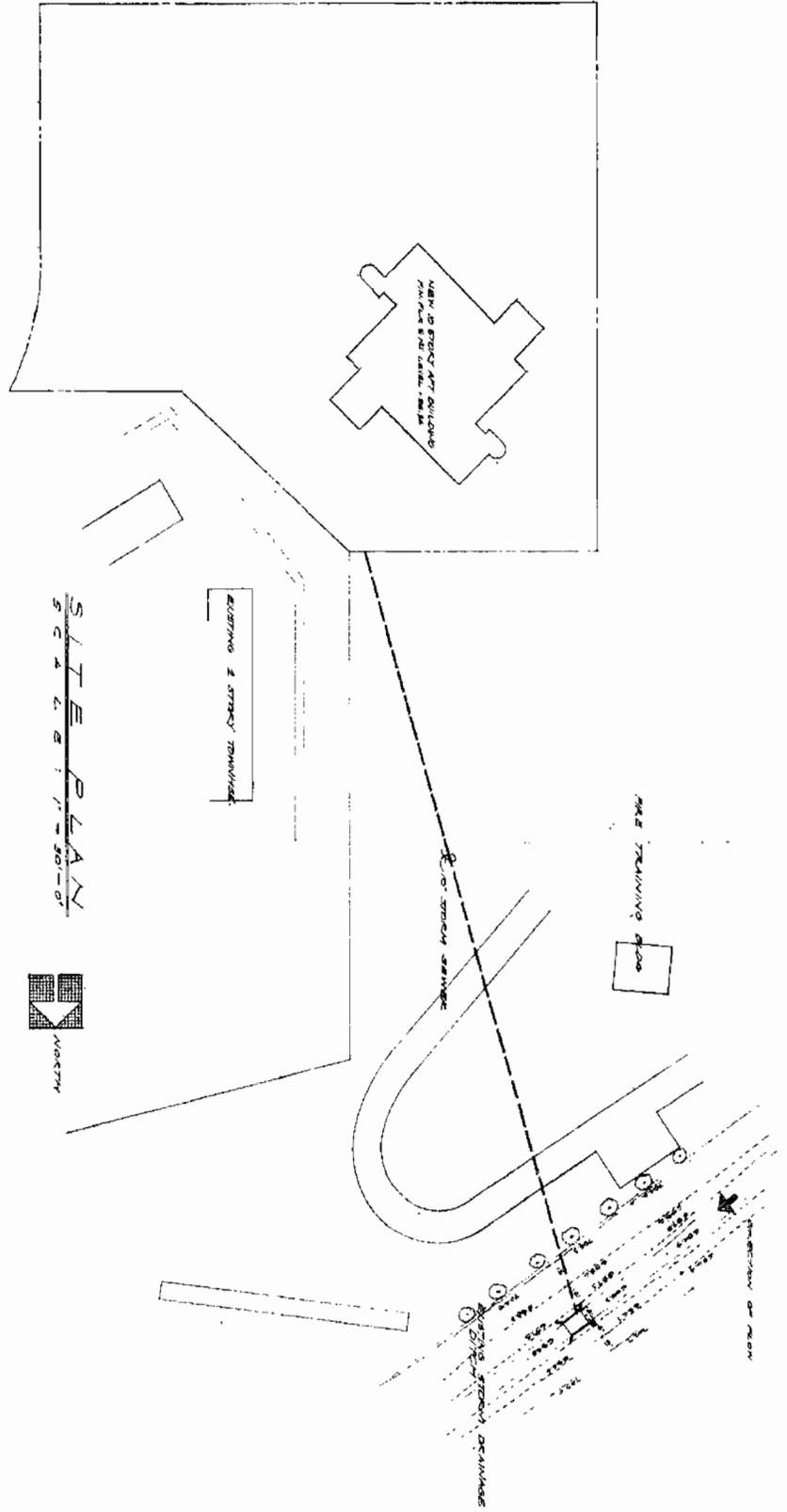
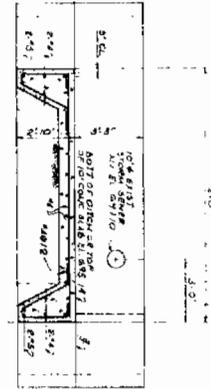
EXHIBIT D

**DEPICTION OF THE LOCATION OF THE EXISTING
STORM SEWER EASEMENT AREA**

√814081.7



NOTES
 1. ALL DIMENSIONS ARE PLACED AT THE CENTER
 OF WALLS & SLAB UNLESS OTHERWISE SHOWN
 2. FOR GENERAL NOTES SEE 20-30



AGENDA BRIEFING

DATE: May 11, 2009

TO: Mayor John A Ostenburg
Board of Trustees

FROM: Lawrence G. Kerestes, Director of Community Development
Paul L. Stephanides, Village Attorney

RE: Proposed Vacant Building Ordinance

BACKGROUND/DISCUSSION:

This memorandum addresses the proposed Vacant Buildings Ordinance, which creates a new Article VI (“Vacant Buildings”) to Chapter 18 (“Buildings and Building Regulations”) to the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois (“Village Code”).

The rise in the number of foreclosed houses and buildings has resulted in homes and buildings that are left empty and vacant. These homes and building are frequently retaken by banks and large financial and real estate institutions that have little to no connection to the Village in which they own property making enforcement of the building and sanitary codes very difficult. Furthermore, the homes sit empty for months or years at a time awaiting foreclosure sale, often creating an unattractive public nuisance.

In an effort to increase mortgage lender accountability and because of the number of foreclosures and the difficulty of tracking down the owner or person responsible for the condition of the property, it is proposed that the Village adopt a vacant building ordinance to address these issues. Many other municipalities across the country have adopted such ordinances, including in Illinois, the cities of Chicago, Champaign, Evanston, Kankakee, Normal and Waukegan, and the Villages of Alsip, Bellwood, Hinsdale, Oak Forest and Riverdale. A list of such municipalities can be provided.

The Ordinance would require all property owners, including lenders, trustees and service companies, to register and properly maintain vacant properties as defined in the Ordinance. Properties must be maintained in accordance with the relevant sanitary codes, building codes and local regulations concerning external and/or visible maintenance.

The Ordinance will provide a point of contact in case the property becomes a public nuisance, and may encourage the owner to devise a timely rehabilitation plan by imposing a registration requirement with the Village for an owner’s vacant building. Also included in the Ordinance is proposed \$200 annual registration fee to help cover the estimated costs for the Village to monitor, inspect, and re-inspect the property routinely. The yearly fee will also act as an incentive for building owners to maintain their buildings.

Property owners who do not meet the registration requirements will not be eligible for a Village real estate transfer tax stamp and unpaid fees will be a lien on their property. In addition, a person found to be in violation of the Ordinance will be subject to a minimum fine of \$100 per day per violation to a maximum of \$750.

Property owners will be required to submit to the Village a vacant building plan, which would include the owner's plan to maintain and secure the property and a plan of action, with a time schedule, identifying the date the building will be habitable and occupied or offered for occupancy or sale. The plan subject to Village approval. Owners must maintain property insurance for their properties while they remain vacant and must notify the Village of any changes in their registration, including a change in ownership, within 15 days. The Ordinance will be enforced by the Village's Department of Community Development.

The ordinance will help improve the quality of life in neighborhoods by holding vacant property owners responsible for their properties. Vacant properties pose public safety problems and can also lead to crime problems in neighborhoods. Neighborhoods should not suffer the blight of these buildings because of irresponsible property owners. If homes are abandoned and left unsecured, the building is at risk of damage from the elements or by vandals, thereby leading to deteriorating conditions. The Ordinance will require owners to maintain homes so that viable properties are not allowed to deteriorate and the value of adjacent properties is not adversely impacted.

Please let us know if there are any further questions.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of May 26, 2009 for your consideration.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 18 (“BUILDINGS AND BUILDING REGULATIONS”),
OF THE CODE OF ORDINANCES
OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS
BY ADDING A NEW ARTICLE VI (“VACANT BUILDINGS”)**

WHEREAS, the Mayor and Board of Trustees of the Village of Park Forest (“Village”) have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens pursuant to the Village’s home rule authority under Article VII, Section 6(a) of the 1970 Illinois Constitution; and

WHEREAS, the Village further has the authority pursuant to 65 ILCS 5/11-60-2 (2008) to define, prevent, and abate nuisances; and

WHEREAS, the definition, prohibition, and abatement of public nuisances pertains to the government and affairs of the Village; and

WHEREAS, buildings that are indefinitely vacant or indefinitely vacant and in a state of disrepair are public nuisances in that they contribute to the decrease in value of surrounding properties, precipitate disinvestment by neighboring owners, provide a location for criminal activity, undermine the aesthetic character of the neighborhood and the Village, and have other undesirable effects; and

WHEREAS, allowing certain buildings to remain indefinitely vacant even in the absence of Code violations or securing is detrimental to the public health, safety and welfare; unreasonably interferes with the reasonable and lawful use and enjoyment of other premises within the neighborhood; may pose an extraordinary danger to police officers or firefighters entering the premises in time of emergency; and detract from the appearance and good order of the neighborhood; and

WHEREAS, registration of vacant properties and implementation of a maintenance plan will discourage property owners from allowing their properties to remain indefinitely vacant and/or in a state of disrepair and will thereby provide a basis for the return of vacant properties to the housing stock; and

WHEREAS, the abatement of public nuisances caused by vacant buildings, and the repair and rehabilitation of vacant buildings and their subsequent occupancy is in the best interests of the citizens of the Village; and

WHEREAS, an ordinance providing for the declaration of vacant buildings as a public nuisance and providing for their abatement is a means for the Village to use in maintaining sanitation and health standards, preventing crime, and avoiding fire, health, and safety hazards and minimizing or eliminating the effect such buildings have on the personal and economic well-being of the neighborhood; and

WHEREAS, registration of vacant buildings will discourage their owners from allowing buildings to remain indefinitely vacant or indefinitely vacant and in a state of disrepair and will thereby provide a basis for the return of vacant buildings to occupancy; and

WHEREAS, the Village’s Code of Ordinances at Chapter 18 (“Buildings and Building Regulations”) contains the building and property maintenance regulations of the Village; and

WHEREAS, the Mayor and Board of Trustees find that Chapter 18 of the Code of Ordinances should be amended to add a new Article VI (“Vacant Buildings”) to address vacant buildings, both residential and commercial, in the Village.

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

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

Section 2. Code of Ordinances Amended. Chapter 18 (“Buildings and Building Regulations”) of the Code of Ordinance of the Village of Park Forest, Cook and Will Counties, Illinois, is amended by adding a new Article VI (“Vacant Buildings”) to read as follows:

ARTICLE VI. VACANT BUILDINGS.

Sec. 18-500. Declaration of policy.

The purpose of this article is to protect the public health, safety, and welfare by enactment of this article which:

- (1) Establishes a program for identification, registration, and regulation of buildings which are or become vacant on and after the effective date of this article.
- (2) Determines the responsibilities of owners of vacant buildings.
- (3) Provides for administration, enforcement, including abatement of public nuisances, and imposition of penalties.

This article shall be construed liberally to affect its purposes.

Sec. 18-501. Other ordinances.

This article shall not be construed to prevent the enforcement of other applicable ordinances, codes, legislation, and regulations which prescribe standards other than are provided herein, and in the event of conflict, the most restrictive standard shall apply.

Sec. 18-502. Definitions.

For the purpose of this article, and the interpretation and enforcement thereof, the following terms, phrases, words and their derivations shall have the meanings given herein, unless the context in which they are used shall indicate otherwise. When not inconsistent with the context, words used in the present tense include the future, words in the singular number include the plural number, and words in the plural number include the singular number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

Building means any structure occupied or intended for supporting or sheltering any occupancy.

Building commissioner means the building commissioner as defined in this chapter or the building commissioner’s designee.

Owner means any person, agent, operator, firm, or corporation having a legal or equitable interest in a building; or recorded in the official records of the state, county, or village as holding title to the building or the premises upon which a building sits; or otherwise having charge, care or control of a building or premises, including the guardian of the estate of any such person, the executor or administrator of the estate of such person if ordered to take possession of real property by a court; or any person or agent maintaining, operating or collecting rent for any vacant building.

Person means an individual, corporation, partnership, or other entity or group acting as a unit.

Premises means a lot, plot, parcel of land, easement or public way, including any structure or building thereon.

Public nuisance includes the following:

- (1) The physical condition, or uses of any building regarded as a public nuisance at common law, under the Illinois Compiled Statutes, or this Code; or
- (2) Any physical condition, use or occupancy or any building or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations, and unsafe fences or structures; or
- (3) Any building which has unsanitary sewerage or plumbing facilities; or
- (4) Any building designed by the building commissioner as unsafe for human habitation or use; or
- (5) Any building which is manifestly capable of being a fire hazard, or manifestly unsafe or insecure as to endanger life, limb or property; or
- (6) Any building which is unsanitary, or which is littered with rubbish or garbage, or which has an uncontrolled growth of weeds; or
- (7) Any building that is dangerous, in a state of dilapidation, deterioration or decay; faulty construction; open or vacant and the doors, windows, or other openings are secured by any means other than conventional methods used in the design of the building or permitted for new construction of similar type; damaged by fire to the extent as not to provide shelter, in danger of collapse or failure and dangerous to anyone on or near the premises.

Secured building means a building which has had, in a manner intended to be temporary or permanent, any or all openings, which openings are windows or doors which were present for the purpose of light, ventilation or egress, material permitted pursuant to this Code affixed to such openings, from the interior or exterior of the building, for the purpose of securing or preventing access or damage to the building or its components.

Unoccupied building means an abandoned building or portion thereof which lacks the habitual presence of human beings who have a legal right to be on the premises, including buildings ordered vacated by the building commissioner pursuant to authority granted to the building commissioner by this Code.

Vacant building means a building or portion of a building which is:

- (1) Unoccupied and unsecured; or
- (2) Unoccupied and a dangerous structure; or
- (3) Unoccupied and condemned by the building commissioner pursuant to applicable law; or
- (4) Unoccupied and has multiple Code violations; or
- (5) A multi-family residential property containing five (5) or more building units shall be considered vacant when substantially all of the building units are unoccupied.

A vacant building shall not include unoccupied buildings which are undergoing construction, renovation, or rehabilitation and which are in compliance with all applicable village ordinances, codes, and regulations, and for which construction, renovation or rehabilitation is proceeding diligently to completion, or a building that has been used as a residence by a person entitled to possession for a period of at least three (3) months within a previous nine (9) month period and a person entitled to possession intends to resume residing at the property.

Sec. 18-503. Determination.

(a) The building commissioner may determine, at his or her discretion, that a building is a “vacant building” within the meaning of section 18-502 of this article. For buildings the building commissioner determines to be “vacant buildings,” the building commissioner shall, within seven (7) days of making that determination, send notice of the written determination with the factual findings to the last taxpayer of record listed on the most recent Cook County or Will County tax roll. Said notice of determination shall be sent first class United States mail, with property postage prepaid. Failure of delivery shall not excuse a person from complying with this article. The building commissioner may personally serve or cause personal service of the notice of determination. Any person making such service shall execute an affidavit attesting to the facts of service. The building commissioner shall maintain an affidavit of such mailing for each notice of determination sent pursuant to this section.

(b) The notice served pursuant to this section may specify a date and time on which the owner shall allow for a code compliance inspection of the interior of the vacant building to determine the extent of compliance with village property, building codes, health, fire, water and sewer codes. The village shall provide any inspection report to the owner within thirty (30) days.

(c) The notice served pursuant to this section shall contain a statement of the obligations of the owner of a building determined to be a vacant building, a copy of the registration form the owner is required to file pursuant to section 18-506 of this article, and a notice of the owner’s right to appeal the building commissioner’s determination.

Sec. 18-504. Appeal of determination.

(a) An owner of a building determined by the building commissioner to be a vacant building as provided for in section 18-502 of this article may appeal that determination to the zoning board of appeals. Such appeal shall be in writing and shall be filed with the village board within fifteen (15) days of the date of mailing of the notice of determination. The filing of an appeal stays the owner’s obligation to register a building as required by this article. The appeal shall contain a complete statement of the reasons the owner disputes the building commissioner’s determination, shall set forth specific facts in support thereof, and shall include all evidence the owner relies upon to support the appeal. The zoning board of appeals shall decide the appeal on the basis of facts presented by the owner in the written appeal and the building commissioner’s written determination.

(b) The burden is upon the owner to present sufficient evidence to show that had the evidence been known to the building commissioner at the time the building commissioner made the determination, the building commissioner would more likely than not have determined that the subject building was not a “vacant building” within the meaning of this section 18-502.

(c) The zoning board of appeals shall send written notice of its decision to the owner within thirty (30) days of its receipt of the appeal. The village board may, but is not required

to, seek additional information from the owner. The zoning board of appeals may, upon written notice thereof to the owner, take no more than fifteen (15) additional days to decide the appeal if the owner determines that such additional time is required for consideration of the appeal.

(d) An owner who wishes to challenge the applicability of this article to a vacant building without the building commissioner's determination having been made shall set forth specific facts to support nonapplicability in writing to the building commissioner. In the event the building commissioner determines that the subject building is a "vacant building" as defined in section 18-502, the owner shall have the right to appeal the building commissioner's determination to the village board as provided for herein.

Sec. 18-505. Obligation to register vacant buildings.

(a) The owner of a building who knows, or from all the facts and circumstances should know, that the owner's building is or has become a "vacant building" as defined in section 18-502 after the effective date of this article or the owner of a building, which the building commissioner determines at any time to be a "vacant building" as defined in section 18-502, or the owner of a building whose appeal from the building commissioner's determination has been denied by the village board shall register the building pursuant to section 18-506 within sixty (60) days after either the date of the building commissioner's notice of determination or occurrence of the facts which would cause a reasonable person to believe that the building was a "vacant building," or denial of the appeal, whichever is applicable. Registration does not exonerate the owner from compliance with all applicable codes and ordinances, including this article, nor does it preclude any of the actions the village is authorized to take pursuant to this article or elsewhere in this Code.

(b) Each vacant building shall be registered pursuant to an executed and completed form provided by the building commissioner and filed with the building commissioner.

(c) A registration for a vacant building shall be valid for a period of one (1) year from the date of registration.

(d) An annual, nonprorated registration fee of two hundred dollars (\$200.00) shall be required to register each vacant building.

Sec. 18-506. Registration requirements.

The registration form required by this article shall include the name, street address, and telephone number of a natural person twenty-one (21) years of age or older, designated by the owner, as the authorized agent for receiving notices of Code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such owner in connection with the enforcement of this Code. Said person must maintain an office in Cook County or Will County, as applicable, or must actually reside within Cook County or Will County. A street address is required; a post office box is not an acceptable address. An owner who is a natural person and who meets the requirements of this section as to location of residence or office may designate himself or herself as agent. By designating an authorized agent pursuant to this section, the owner consents to receive any and all notices of Code violations concerning the registered building and all process in any court proceeding or administrative enforcement proceeding brought to enforce this Code concerning the registered building by service of the notice or process on the authorized agent. Any owner who fails to register a vacant building under the provisions of this section shall further be deemed to consent to receive, by posting at the building, any and all notices of Code violations and all process in an administrative proceeding brought to enforce Code provisions concerning the building.

Sec. 18-507. Changes in registration information.

An owner shall notify the building commissioner within fifteen (15) days of any change in the registration information by filing an amended registration on a form provided by the building commissioner. A new registration is required for any change in ownership whatsoever. The registration shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the village against the owner of the building.

Sec. 18-508. Renewal of registration.

An owner shall be required to annually renew on the anniversary date of the first filing registration as long as the building remains vacant and shall pay the annual registration fee of two hundred dollars (\$200) for each vacant building.

Sec. 18-509. Posting of notices.

Service of notices sent or required to be sent pursuant to this article may be posted on an applicable building if the owner fails to renew the registration if required, or maintain with the building commissioner the information required regarding the person designated to accept notice and service of process pursuant to section 18-506 of this article.

Sec. 18-510. Liability insurance.

An owner of any vacant building must obtain liability insurance and maintain such insurance for as long as the building is vacant, and file evidence of such insurance with the building commissioner as follows: for a vacant residential building of one (1) to three (3) units, \$500,000 in coverage; for a vacant residential building of four (4) to eleven (11) units, \$750,000 in coverage; for a vacant residential building of twelve (12) to forty-eight (48) units, \$1,000,000 in coverage; for a vacant residential building of more than forty-eight (48) units, \$2,000,000 in coverage; and for a vacant manufacturing, industrial, storage, or nonresidential commercial building, \$2,000,000 in coverage. Written notice shall be supplied to the building commissioner within thirty (30) days of any lapse, cancellation or change in the coverage required by this section. An owner shall supply evidence of the insurance required by this section at any time upon the request of the building commissioner.

Sec. 18-511. Vacant building plan.

At the time a building is registered as required herein, the owner shall submit a vacant building plan. The building commissioner may prescribe a form for the plan. If the owner fails to submit the plan as provided for by this section, the building commissioner may determine the plan. At a minimum, the plan shall contain the following:

- (1) A plan of action to repair any doors, windows, or other openings which are secured by any means other than conventional methods used in the design of the building or permitted for new construction or similar type. The proposed repair shall result in openings being secured by conventional methods used in the design of the building or by methods permitted for new construction of similar type with board removed. Securing a building shall be accomplished with materials and methods permitted pursuant to this Code. The owner shall maintain the building in an enclosed and secure state so that is a secured building as defined pursuant to this article until the building is reoccupied or made available for immediate occupancy. If the owner demonstrates that securing of the building will provide adequate protection to the public, the building commissioner may waive the requirement of an enclosure.

(2) For buildings and premises thereof which are determined by the building commissioner as being or containing public nuisances, as defined in section 18-502 of this article, then the vacant building plan shall contain a plan of action to remedy such public nuisance(s).

(3) A time schedule identifying a date of commencement of repair and date of completion of repair for each improperly secured opening and nuisance identified by the building commissioner.

(4) When the owner proposes to demolish the vacant building, then the owner shall submit a plan and time schedule for such demolition.

(5) A plan of action to maintain the building and premises thereof in conformance with this article.

(6) A plan of action, with a time schedule, identifying the date the building will be habitable and occupied or offered for occupancy or sale. The time schedule shall include date(s) of commencement and completion of all actions required to achieve habitability. No plan which provides for compliance with this article or, which will not, as determined by the building commissioner, achieve such compliance, within six (6) months, in the case of a vacant and secured building, and two (2) years, in the case of a vacant and unsecured building will be approved.

Sec. 18-512. Approval of plan.

(a) *Review of building plan.* The building commissioner shall review the proposed vacant building plan required by section 18-511 in accordance with the standards below. The building commissioner shall send notice to the owner of the vacant building of the building commissioner's determination.

(b) *Standards for plan approval.* In considering the appropriateness of a vacant building plan, the building commissioner shall include the following in the building commissioner's consideration and shall make written findings as to each:

(1) The purposes of this section 18-512 and intent of the village to minimize the time a building is secured or otherwise vacant.

(2) The effect of the building and the proposed plan on adjoining property.

(3) The length of time the building has been vacant.

(4) The presence of any public nuisances on the premises.

(5) The likelihood that the plan or portions(s) thereof will prevent or ameliorate the condition it is designed to address.

Sec. 18-513. Authority to modify plan.

The building commissioner shall, upon notice to the vacant building owner, have the right to modify the vacant building plan by modifying the dates of performance, the proposed methods of action, or by imposing additional requirements consistent with this article that the building commissioner deems necessary to protect the public health, safety, or welfare.

Sec. 18-514. Failure to comply with plan.

Failure to have an approved vacant building plan as required by section 18-512 within thirty (30) days of filing the registration form or failure to comply with the approved plan shall constitute a violation of this article subjecting the owner of the building to penalties as provided in this article and to any remedies the village may avail itself of as provided for herein and elsewhere in this Code, including, but limited to, an action to compel correction of property maintenance violations.

Sec. 18-515. Owner responsibility to secure a vacant building; signage.

(a) *Enclosure of vacant building.* An owner of any vacant building shall within thirty (30) days of the building becoming vacant enclose and secure the building so that it is a secured building as defined pursuant to this article and maintain the building in a secure and closed condition until the building is no longer a vacant building as defined herein.

(b) *Security guard service.* On written notice of the building commissioner, an owner of any vacant building shall provide bonded, licensed, and insured security guard service at the building between the hours of three o'clock (3:00) P.M. and eight o'clock (8:00) A.M. Such service shall remain in place until the building commissioner gives written notice that the service is no longer required. Such service shall be required when the building commissioner makes a written determination that the vacant building constitutes a fire hazard, is otherwise dangerous to human life or the public welfare, involves illegal or improper use, occupancy, or maintenance, under such conditions that securing the building are insufficient to prevent the actual or threatened harm.

(c) *Signage.* An owner of any vacant building must affix a sign to the building that provides the name, address and telephone number of the owner and the owner's authorized agent for the purpose of service of process. The name, address and telephone number of a person responsible for day-to-day supervision and management of the building, if such person is different from the owner holding title or authorized agent, shall also be set forth on the sign. The sign shall be of a size and placed in such a location so as to be legible from the nearest public street or sidewalk, whichever is nearer. The sign shall be in compliance with the village's sign regulations as contained in Article VII of Chapter 118 of this Code, with the exception that no permit shall be required for the sign.

Sec. 18-516. Owner to maintain alarm and sprinkler systems.

Whenever pursuant to this Code an owner is required to maintain an alarm and/or sprinkler system, the owner shall continue to be required to maintain said alarm and/or sprinkler system during all times that a building is vacant. This shall include any and all necessary systems and appurtenances incident thereto to keep said alarm and/or sprinkler operable, including, but not limited to, source(s) of water, heat and/or electricity.

Sec. 18-517. Other enforcement.

The registration of a vacant building shall not preclude action by the village to demolish or to take other action against the building pursuant to other provisions of this article, this Code, or other applicable laws or regulations. All premises upon which unoccupied or vacant buildings are located and the exteriors shall at all times be maintained in compliance with this Code.

Sec. 18-518. Real estate transfer stamp.

A premises upon which is situated a vacant building for which inspection fees or registration fees imposed pursuant to this article have not been paid in full is not eligible for a village real estate transfer tax stamp that would be required pursuant to article VII of chapter 98 of this Code, as amended. Unpaid fees shall be a lien upon the property.

Sec. 18-519. Certification.

A certificate of code compliance for vacant buildings issued by the village and payment in full of all fees imposed pursuant to this article are required prior to any occupancy of a vacant building.

Sec. 18-520. Securing of buildings.

(a) A vacant building may not remain secured longer than six (6) months unless an extension of that time is part of a plan approved by the building commissioner.

(b) A vacant building which is not secured and code compliant and for which securing is determined by the building commissioner on the basis of police reports, citizen complaints, and other information of other type considered reliable by reasonable persons, to not require securing to prevent unauthorized entry may not remain vacant for more than two (2) years without an approved plan for occupancy, sale, demolition, or other disposition of the building.

Sec. 18-521. Enforcement and penalties.

(a) Any person found to have violated any provision of this article shall be subject to a minimum fine of one hundred dollars (\$100.00) per day per violation to a maximum of seven hundred fifty dollars (\$750.00) per day per violation, in addition to any other legal or equitable remedies available to the village. Such other remedies include, but are not limited to, injunctive relief, application to a court of competent jurisdiction for a receiver, demolition, or condemnation, contracting for the repair or purchase of the premises, or foreclosure of any lien the village may have thereon.

(b) A separate and distinct offense shall be committed each day on which such person or persons shall violate any of the provisions of this article.

(c) The village may enforce this article in its administrative adjudication system as set forth in article VII of chapter 2 of this Code, as amended, or through the circuit court.

(d) Nothing herein contained shall prohibit the village from immediately condemning as provided for in this Code or applicable law a building or taking other immediate action upon a determination that the building is a public nuisance or poses an imminent danger to the occupants of the building, or the public, health, safety and welfare.

Section 5. Severability and Repeal of Inconsistent Ordinances. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

PASSED this _____ day of _____, 2009.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK

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Vacant Building Registration Form

Pursuant to Article VI - Vacant Building - Section 18-505 of the Village of Park Forest Municipal Code, the owner of any building shall, within fifteen (15) days after a building becomes vacant, register each such building with the Building Commissioner, and each year thereafter by filing a Vacant Building Registration Form.

- An annual, non-prorated \$200.00 Registration Fee shall be required at the time of registration for each vacant building.
• An owner shall notify the Building Commissioner within fifteen (15) days of any change in registration information by filing an Amended Registration Form.
• A Vacant Building Plan must be submitted with registration including evidence of current/appropriate insurance.
• The owner of a vacant building is required to annually renew the registration on the anniversary date of the first filing.

Initial Registration for year Registration to be filed annually for each vacant building.

Amended Registration for year Any changes to this registration must be reported within 15 days.

Vacant Building Address: , Park Forest
Parcel Identification Number:

Owner Name:
Principal Owner of Corporation or LLC
Address (No P.O. Box Numbers)
City/State/Zip
Phone: Home Cell Work

Owner Name:
Principal Owner of Corporation or LLC
Address (No P.O. Box Numbers)
City/State/Zip
Phone: Home Cell Work

If there are additional owners, please list on the reverse of this sheet and provide the information as set forth above for each additional owner.

Registered Agent Name:
Company
Address
City/State/Zip
Phone: Daytime Emergency

I hereby certify that I have examined this Vacant Building Registration Form and that, to the best of my knowledge and belief, it is true, accurate and complete. I am aware that failure to provide suitable evidence of adequate insurance or submittal of an incomplete or inaccurate form shall be deemed NOT to satisfy the requirements of Section 18-505 of the Municipal Code for the Village of Park Forest.

Signature of: Owner Agent Date

Vacant Building Plan
To be submitted with Vacant Building Registration Form

At the time a building is registered, the owner shall submit a written ***Vacant Building Plan***. This plan should include, but is not limited to, the following:

• **Short-Term Plans**

- Current status of Building: How will building be secured? Doors locked? Windows screened and meshed? Is the property winterized? Which utilities are on? (Boarding of windows/doors is prohibited.)
- Evidence of appropriate and current insurance

<u>Insurance Requirements:</u>	1-3 units:	\$500,000
	4-11 units:	\$750,000
	12-48 units:	\$2,000,000
	Industrial/Commercial Property:	\$2,000,000
- Plan of action for exterior building maintenance
- Schedule for grass cutting/yard maintenance (Grass must be cut twice per month during grass cutting season.)

• **Long-Term Plans**

- What building improvements are planned? (Include timeline)
- What is projected date of re-occupancy?
- Building to be sold or rented?
- Re-Occupancy Inspection must be applied for and Certificate of Occupancy issued prior to anyone occupying the property.
- Is property to be demolished?

Additional Owner Information

Owner Name: _____
 Principal Owner of Corporation or LLC _____
 Address (No P.O. Box Numbers) _____
 City/State/Zip _____
 Phone: Home _____ Cell _____ Work _____

Owner Name: _____
 Principal Owner of Corporation or LLC _____
 Address (No P.O. Box Numbers) _____
 City/State/Zip _____
 Phone: Home _____ Cell _____ Work _____

Owner Name: _____
 Principal Owner of Corporation or LLC _____
 Address (No P.O. Box Numbers) _____
 City/State/Zip _____
 Phone: Home _____ Cell _____ Work _____

~ FOR OFFICE USE ONLY ~	
<input type="checkbox"/> \$200 registration fee <input type="checkbox"/> Liability Insurance <input type="checkbox"/> Vacant Building Plan <input type="checkbox"/> Application processed by _____ _____	REGISTRATION RECEIVED:

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

Village Hall

8:00 p.m.

May 26, 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 Executive Session of January 26, 2009
2. Resolution: A Resolution Thanking Bob Kiser For His Dedicated Service To The Village of Park Forest
3. Resolution: Resolution for the Modification and Memorialization of Easement Agreement between the Village of Park Forest and the Housing Authority of the County of Cook (HACC)
4. Motion: A Motion to Approve an Architectural Services Agreement with Cody/Braun and associates
5. Motion: A Motion to Approve the Purchase of a Chevy Tahoe Police Interceptor Squad
6. Appointments:

DEBATABLE:

7. Ordinance: An Ordinance Amending Chapter 22 of the Village of Park Forest Related to Crime Free Housing (Final Reading)
8. Ordinance: An Ordinance Authorizing the Village of Park Forest, Cook and Will Counties, Illinois to Borrow Funds From The Illinois Environmental Protection Agency (IEPA) Water Pollution Control Loan Program (Sewer-\$880,000) (First Reading)

9. Ordinance: An Ordinance Authorizing the Village of Park Forest, Cook and Will Counties, Illinois to Borrow Funds From The Illinois Environmental Protection Agency (IEPA) Water Pollution Control Loan Program (Sewer-\$657,000) (First Reading)
10. Ordinance: An Ordinance Authorizing the Village of Park Forest, Cook and Will Counties, Illinois to Borrow Funds From The Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan Program (First Reading)
11. Ordinance: An Ordinance Granting a Conditional Use for a Leasing Office for the Thorncreek Townhomes, located at 3324 Western Avenue (First Reading)
12. Ordinance: An Ordinance Granting a Conditional Use for a Day Care Center, located at 266 Somonauk Street (Grace United Protestant Church) (First Reading)

Adjournment

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

MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees approve the minutes of the Executive Session of January 26, 2009
2. MOVED, that the Mayor and Board of Trustees adopt a Resolution thanking Bob Kiser for his dedicated service to the Village of Park Forest
3. MOVED, that the Mayor and Board of Trustees adopt a Resolution for the Modification and Memorialization of Easement Agreement between the Village of Park Forest and the Housing Authority of the County of Cook (HACC)
4. MOVED, that the Manager is authorized to Contract with Cody/Braun and Associates for architectural services for the Aqua Center; said expenditure is reimbursable under a grant received from the Illinois Department of Natural Resources Open Space Land Acquisition and Development Program.
5. MOVED, that the Manager is authorized to purchase a 2009 Chevy Tahoe Police Interceptor in the amount of \$26,524.84.
6. MOVED, that the Mayor and Board of Trustees appoint Gene Finley, II, 322 New Salem to the Youth Commission for a term to expire December 31, 2011.
7. MOVED, that the Mayor and Board of Trustees appoint Judy Sopiartz, 202 Lee Street, to the Professional Advisory Group for an indefinite term.

5/26/09

AGENDA BRIEFING

DATE: May 18, 2009

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Resolution for the Modification and Memorialization of Easement Agreement between the Village of Park Forest and the Housing Authority of the County of Cook (HACC)

BACKGROUND/DISCUSSION: Juniper Towers, a senior building owned and operated by the Housing Authority of the County of Cook (HACC), has experienced flooding issues during heavy rains. The HACC hired a consulting engineering firm to investigate and resolve this problem. Their investigation determined that a storm sewer line from their property needed replacement.

To accomplish this task the existing easement needed to be vacated and a new easement defined. The reasons for this easement change are two fold: The first, fire training site structures are in the way of the proposed construction and second, the adjacent property owner requested an alignment change in the storm sewer in order to better utilize his property.

The attached intergovernmental agreement and enabling resolution have been reviewed by the Village Attorney Paul Stephanides. The HACC will pay for all legal costs incurred by the Village. The Department of Public Works feels that this agreement is in the best interests of the Village and request the board authorize the Village Manager to execute the agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular meetings of May 26, 2009 for discussion and consideration.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A MODIFICATION AND
MEMORIALIZATION OF EASEMENT AGREEMENT
BETWEEN THE VILLAGE OF PARK FOREST AND THE
HOUSING AUTHORITY OF COOK COUNTY**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (2009), authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Village of Park Forest (“Park Forest”), and the Housing Authority of Cook County are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Housing Authority of Cook County has experienced ongoing flooding and drainage problems associated with its Juniper Towers property in Park Forest; and

WHEREAS, Park Forest and the Housing Authority of Cook County desire to enter into an intergovernmental agreement regarding the modification of an existing easement access and the establishment of new easement access to address these flooding and drainage problems.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE BOARD OF TRUSTEES OF THE VILLAGE OF PARK FOREST in the exercise of their home rule powers as follows:

Section 1. **Intergovernmental Agreement Approved.** The Intergovernmental Agreement, titled “Modification and Memorialization of Easement Agreement” between Park Forest and the Housing Authority of Cook County is approved in substantially the form attached hereto and incorporated herein as attached.

Section 2. **Execution of Agreement.** The Village Manager and the Village Clerk are directed to execute the agreement on behalf of the Village in substantially the form attached.

Section 3. **Effective Date.** This Resolution shall be in full force and effect upon its passage and approval.

APPROVED:

ATTEST:

Mayor

Village Clerk

MODIFICATION AND MEMORIALIZATION OF EASEMENT AGREEMENT

This Modification and Memorialization of Easement Agreement is made and entered into as of the ___th day of _____, 2009, by and between HOUSING AUTHORITY OF THE COUNTY OF COOK, an Illinois municipal corporation (“HACC”) and **THE VILLAGE OF PARK FOREST**, an Illinois municipal corporation (the “Village”)

WITNESSETH:

WHEREAS, the Village is the owner of two tracts of real estate located in Cook County, Illinois, one of which is utilized for fire department training purposes (the “Fire Department Parcel”) and the second tract contains a drainage ditch sometimes referred to as Thorn Creek (the “Drainage Ditch Parcel”). The Fire Department Parcel and the Drainage Ditch Parcel are legally described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter referred to collectively as the “**Village Property**”) as Tract 1 and Tract 2 respectively. The Fire Department Parcel is depicted as Parcel 3 on Exhibit C-1 and the Drainage Ditch Parcel is depicted as Parcel 4 on Exhibit C-1;

WHEREAS, in 1969 HACC acquired certain real property from the Village legally described on Exhibit B attached hereto and made a part hereof (the “**HACC Property**”). HACC later constructed a senior housing facility commonly known as Juniper Towers on the HACC Property. The HACC Property is depicted as Parcel 1 on Exhibit C-1;

WHEREAS, in connection with the development of Juniper Towers, the Village granted to HACC certain easement rights to construct, maintain and replace a storm sewer system across the Village Property and other real property then owned by the Village located between the HACC Property and the Village Property (the “**Adjacent Property**”) and HACC constructed a storm sewer line across the Village Property and the Adjacent Property, for purposes of draining

storm water collected at the HACC Property to the creek located on Tract 2 of the Village Property;

WHEREAS, HACC has determined that replacement facilities are needed for the currently existing storm sewer facilities serving the HACC Property;

WHEREAS, HACC has agreed to abandon the current storm sewer line on the Village Property and the Adjacent Property and to release its easement as it relates to the current location of such sewer line; and

WHEREAS, the parties hereto wish to identify the new location of the easements required for the replacement of the Storm Sewer Facilities (as hereinafter defined) and to memorialize the terms and conditions of the grant of easement previously and currently made by the Village to HACC.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Modification and Memorialization of Easements.** The parties desire to modify and memorialize the existing easement grant. Village hereby declares and grants to HACC the following easements and HACC hereby accepts and acknowledges the easements, rights of entry and rights with respect to the Storm Sewer Facilities in accordance with the terms and conditions herein set forth;

- (a) a non-exclusive easement in favor of HACC over those portions of the Village Property depicted on Exhibit C-1 and legally described on Exhibit C-2, both of which are attached hereto and made a part hereof (the “**Storm Sewer Easement Parcels**”) in order to construct, install, repair, maintain, operate and replace the storm sewer lines, facilities and improvements already constructed and to be constructed on, over, under and along the Village Property and other property for the purpose of retaining, detaining and disposing of storm water originating or entering onto the HACC Property into the creek located on Tract 2 of the Village Property (the “**Storm Sewer Facilities**”);
- (b) subject to the provisions of subparagraph (e) below, a right of entry in, over, under, along through and across the Village Property for the purpose of construction, maintenance, repair, and replacement of the Storm Sewer Facilities and for the storage of materials, tools, machinery, equipment and surplus excavation during the period HACC is working on such Storm Sewer Facilities, as may be reasonably necessary for such purpose in such locations reasonably identified or approved by the Village;
- (c) no buildings or other improvements shall be constructed or installed on, over or under the Storm Sewer Easement Parcels. The Village shall have the right to install landscaping, gardens, shrubs, sidewalks, parking lots, and ingress and egress roadways on the Storm Sewer Easement Parcels

that do not then or later conflict with the aforesaid uses or rights of HACC. HACC shall have the right from time-to-time to clear obstructions from the surface and subsurface of the Storm Sewer Easement Parcels as may be required incident to the grant herein that interfere with the operation or use of the Storm Sewer Facilities, and HACC shall have the obligation to restore the surface to the same or better condition that existed prior to the beginning of any work pursuant to subparagraph 2(d) below. HACC shall have the right to cut, trim, or remove any shrubs or other plants within the Storm Sewer Easement Parcels which interfere with the construction, installation, reconstruction, repair, removal, replacement, maintenance or operation of said Storm Sewer Facilities and structures thereon. HACC shall use its best efforts to not remove any tree located on the Storm Sewer Easement Parcels. If HACC must remove any tree, HACC shall replant the tree in a location determined by the Village or replace the tree with a similar or like tree to the extent feasible, in size and character;

- (d) except as otherwise provided herein, any construction, repair, replacement, modification, extension or relocation that HACC is permitted to undertake, in, over, under, along and across the Village Property pursuant to the above terms and provisions or in connection with the Storm Sewer Facilities shall be at HACC's cost and expense and shall be subject to the Village's reasonable approval of engineering plans; each party expressly agrees that it shall not remove, damage or otherwise impair or obstruct any improvements located on, under, in, across or along the Village Property owned by the other party without the express prior written consent of the other party, and in the event such consent is given, shall restore such portion of the Village Property and all improvements located thereon to the condition it was in prior to entry by such party promptly upon completion of such construction, repair, replacement, modification or extension. For purposes of this subparagraph, the term "improvements" shall be deemed to include, without limitation, parking lots, roadways, fences or walkways or Storm Sewer Facilities located on, under, in, across or along the Village Property;
- (e) all construction activities performed by HACC on the Storm Sewer Facilities shall be performed in compliance with all applicable laws, rules, regulations, orders, and ordinances of the Village, county, state, and federal government, or any department or agency thereof. All construction shall be performed in a good, safe, and workman like manner. Each party further agrees that its construction activities shall not unreasonably interfere with construction work being performed on any other part of the Village Property;
- (f) except in cases of emergency, notice of intent to exercise any right of entry pursuant to this Agreement shall be given to the party affected thereby at least forty-eight (48) hours prior to any such entry;

- (g) the width of the easements referred to in Section 1(a) shall be to the extent reasonably necessary to perform the necessary work on the affected facilities, not to exceed ten (10) feet on either side of the Storm Sewer Facilities, including line, pipes, pumping stations or other improvements;
- (h) the Village shall provide utility locates of any of its maintained and owned utility infrastructure located within Storm Sewer Easement Parcels, or in proximity to the Storm Sewer Easement Parcels, within forty-eight (48) hours notice to the Village by HACC of HACC's intent to perform any work in the Storm Sewer Easement Parcels pursuant to this Agreement. HACC shall provide utility locates of any of its Storm Sewer Facilities located within the Storm Sewer Easement Parcels, or in proximity to the Storm Sewer Easement Parcels, within forty-eight (48) hours notice to HACC by the Village of the Village's intent to perform any work to its utility infrastructure located within the Storm Sewer Easement Parcels or in proximity to the Storm Sewer Easement Parcels; and
- (i) Notwithstanding anything to the contrary contained herein, in the event any improvements currently located on the Village Property encroach into Storm Sewer Easement Parcels, the Village need not remove such improvements so long as they do not unreasonably interfere with the Storm Sewer Easement Parcels granted pursuant to the terms of this Agreement. Such improvements include the below ground water main serving the three fire hydrants located on the surface of the Village Property.

2. **Maintenance Costs.** HACC shall be responsible for the cost of the construction, installation, maintenance, repair, operation, replacement and relocation of the Storm Sewer Facilities, except to the extent relocation is requested by the Village and agreed to by HACC.

3. **Construction Fencing and Debris Removal.** Prior to beginning any construction or maintenance work authorized by this Agreement, HACC shall erect a temporary construction fence around the applicable Storm Sewer Easement Parcels to ensure that all construction or maintenance activities are confined to Storm Sewer Easement Parcels until such time as said construction or maintenance activities are completed. All debris resulting from any work or subsequent maintenance or repair shall be legally disposed of off of the Village's Property, including the Storm Sewer Easement Parcels.

4. **Mechanics' Lien Claims.** If, by reason of labor or material furnished or claimed to have been furnished to or on behalf of HACC any valid and enforceable mechanic's lien or similar lien shall be placed at any time or times upon any part of the Village Property, HACC shall cause the same to be discharged of record or insured over, within thirty (30) days after the notice of filing of such lien and if HACC shall fail to discharge or insure over and contest such lien within such thirty (30) days, if the lien claimant is seeking to enforce such lien or if such lien claim prevents the sale, conveyance or refinance of the Village Property, then, in addition to any other right or remedy available to it, the Village may, but shall not be obligated to, discharge

such lien and all amounts expended by the Village to contest or discharge such lien shall be payable by HACC to the Village within thirty (30) days notice of payment.

5. **Release of Existing Easement.** From and after the Effective Date of the Release (as hereinafter defined), HACC hereby agrees that this instrument shall serve as a release, conveyance and quit claim to the Village of any and all rights of HACC to an easement over that portion of the Village Property on which the currently existing storm sewer line is located which area is depicted by cross hatching on Exhibit D attached hereto and made a part hereof (the "Existing Storm Sewer Easement Area"). For purposes of this Agreement, the "Effective Date of the Release" shall be thirty (30) days after the replacement storm sewer line has been installed across the Adjacent Property and the Village Property and is fully operational.

6. **Notices.** All notices, demands, elections, consents, approvals or other communications required, permitted or desired to be served hereunder shall be in writing and shall be deemed to have been served when delivered in person or by overnight courier service or two (2) days after deposit in the United States mail, registered or certified mail, postage pre-paid, addressed as follows:

If to HACC:	Housing Authority of Cook County 175 West Jackson, Suite 350 Chicago, IL 60604 Attention: Executive Director
With a Copy to:	McGuireWoods, LLP 77 West Wacker Suite 4100 Chicago, Illinois 60601 Attention: Patrick E. Brady
If to Village:	Village of Park Forest 350 Victory Drive Park Forest, IL 60466 Attention: Village Manager

or to such other person or address as the parties may designate in writing to the other party.

7. **Term.** Unless sooner terminated by mutual agreement of the parties hereto or their successors and assigns, the easements contained in this Agreement are perpetual in nature shall remain in full force and effect unless such easement or covenant is relinquished or released by an instrument executed and recorded by HACC and the Village.

8. **Indemnities.** HACC and the Village each shall indemnify and save harmless the other from and against any and all claims, actions, liabilities and expenses (including reasonable attorneys' fees and costs of suit) suffered or incurred in connection with loss of life, personal injury and damage to property, or any of them, occasioned wholly or in part by the negligent or

willful acts or omissions of such indemnifying party, or the contractors, subcontractors or employees of such party arising out of or relating to the activities at the Village Property.

9. **Not Partners.** Nothing contained in this Agreement shall be construed to make the Village or HACC partners or joint venturers or to render any of said parties liable for the debts, or obligations of the others.

10. **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If any portion of this Agreement, or the application thereof to any persons or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. **Modification.** No provisions of this Agreement may be changed, modified or rescinded except by an instrument in writing, signed and acknowledged by the Village and HACC and any part thereof and unless otherwise agreed to by both parties, any such instrument shall be effective only upon recording such instrument in the offices of the Recorder of Cook County Illinois.

12. **Covenants Running with the Land; Successors and Assigns.** All provisions of this Agreement shall run with the land, both as to benefit and burden, and all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

13. **Authority.** Each party represents and warrants to the other party that each individual signing this Agreement is authorized to do so.

14. **Interpretation.** The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties to confer commercially usable rights on the owners, purchasers, mortgagees or other persons having or acquiring an interest in any parcel is carried out.

15. **Termination.** The easements granted by this Agreement and the promises and obligations contained herein shall terminate and expire if for any reason HACC serves notice upon the Village pursuant to Section 6 above that it no longer intends to use the easements for the purposes herein set forth, or if HACC abandons its facilities contained in the easements and no longer intends to use the easements.

16. **Counterparts.** The Agreement may be executed in counterparts both of which when taken together shall constitute a single original.

17. **Recitals and Exhibits Incorporated.** The foregoing Recitals and the Exhibits attached hereto are hereby incorporated into this Agreement as an integral part hereof.

IN WITNESS WHEREOF, the parties have executed this Modification and Memorialization of Easement Agreement as of the first date written above.

THE HOUSING AUTHORITY OF THE COUNTY OF COOK, an Illinois municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

VILLAGE OF PARK FOREST, an Illinois municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ and who is personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument as _____ of THE HOUSING AUTHORITY OF THE COUNTY OF COOK, an Illinois municipal corporation and personally known to be such officer(s), appeared before me this day in person and acknowledged that, as such officer, (he) (she) signed and delivered said instrument pursuant to authority given by the Board of Trustees of said corporation and as (his) (her) free and voluntary act and the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2009.

Notary Public

My commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ and _____ who (are) (is) personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument as _____ and _____ of the VILLAGE OF PARK FOREST, a municipal corporation, and personally known to be such officer(s), appeared before me this day in person and acknowledged that, as such officer, (he) (she) signed and delivered said instrument pursuant to authority given by the Village Board of said municipal corporation and as (his) (her) (their) free and voluntary act and the free and voluntary act and deed of said municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2009.

Notary Public

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE VILLAGE PROPERTY

TRACT 1:

THAT PART OF OUTLOT "J" IN THE VILLAGE OF PARK FOREST FIRST ADDITION TO WESTWOOD IN SECTIONS 25 AND 26, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT "J" AFORESAID;

THENCE NORTH ALONG THE WEST LINE OF OUTLOT "J" AFORESAID, SAID WEST LINE BEING A CURVED LINE CONVEX TO THE WEST, AN ARC DISTANCE OF 56.25 FEET TO A POINT;

THENCE NORTH 73 DEGREES 26 MINUTES 09 SECONDS EAST, A DISTANCE OF 46.89 FEET TO A POINT;

THENCE NORTH 54 DEGREES 00 MINUTES 34 SECONDS EAST, A DISTANCE OF 433.58 FEET TO A POINT BEING THE NORTHERLY EXTENSION OF THE EAST LINE OF OUTLOT "J" AFORESAID;

THENCE SOUTH 00 DEGREES 04 MINUTES 21 SECONDS WEST, A DISTANCE OF 325.40 FEET TO THE SOUTHEAST CORNER OF OUTLOT "J" AFORESAID;

THENCE NORTH 89 DEGREES 50 MINUTES 22 SECONDS WEST ALONG THE SOUTH LINE OF OUTLOT "J" AFORESAID, A DISTANCE OF 398.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

TRACT 2:

A FIFTY FOOT WIDE DRAINAGE DITCH IN AND ACROSS OUTLOT "J" IN THE VILLAGE OF PARK FOREST FIRST ADDITION TO WESTWOOD IN SECTIONS 25 AND 26, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY CORNER OF SAID OUTLOT "J"; THENCE NORTH 22 DEGREES WEST ALONG THE EAST LINE OF OUTLOT "J" AFORESAID, A DISTANCE OF 29.96 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 22 DEGREES WEST, A DISTANCE OF 50.09 FEET TO A POINT;

THENCE SOUTH 71 DEGREES 20 MINUTES 38 SECONDS WEST, A DISTANCE OF 152.85 FEET TO A POINT;

THENCE SOUTH 78 DEGREES 02 MINUTES 11 SECONDS WEST, A DISTANCE OF 231.85 FEET TO A POINT;

THENCE SOUTH 71 DEGREES 05 MINUTES 04 SECONDS WEST, A DISTANCE OF 85.74 FEET TO A POINT;

THENCE SOUTH 54 DEGREES 00 MINUTES 34 SECONDS WEST, A DISTANCE OF 435.50 FEET TO A POINT;

THENCE SOUTH 73 DEGREES 25 MINUTES 09 SECONDS WEST, A DISTANCE OF 14.21 FEET TO A POINT ON A CURVE BEING THE WEST LINE OF OUTLOT "J" AFORESAID;

THENCE SOUTH ALONG THE WEST LINE OF OUTLOT "J" AFORESAID, HAVING A RADIUS OF 540.69 FEET AND CONCAVE TO THE WEST, AN ARC DISTANCE OF 55.46 FEET TO A POINT, SAID POINT BEING 56.25 FEET NORTH OF THE SOUTHWEST CORNER OF OUTLOT "J" AFORESAID;

THENCE NORTH 73 DEGREES 26 MINUTES 09 SECONDS EAST, A DISTANCE OF 48.69 FEET TO A POINT;

THENCE NORTH 54 DEGREES 00 MINUTES 34 SECONDS EAST, A DISTANCE OF 436.30 FEET TO A POINT;

THENCE NORTH 71 DEGREES 05 MINUTES 04 SECONDS EAST, A DISTANCE OF 75.48 FEET TO A POINT;

THENCE NORTH 78 DEGREES 02 MINUTES 11 SECONDS EAST, A DISTANCE OF 231.73 FEET TO A POINT;

THENCE NORTH 71 DEGREES 20 MINUTES 38 SECONDS EAST, A DISTANCE OF 158.69 FEET TO THE POINT OF BEGINNING,

IN COOK COUNTY, ILLINOIS

Property Address: Vacant Land located Southeast of Orchard Drive and Northwest of Juniper Street, Park Forest, Illinois
Permanent Index Numbers: Part of 31-25-400-010

EXHIBIT B

LEGAL DESCRIPTION OF HACC PROPERTY

THAT PART OF THE SOUTH EAST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF JUNIPER PARK AS ESTABLISHED BY TRUSTEES DEED RECORDED ON DECEMBER 29, 1961 AS DOCUMENT 18366644 (SAID POINT BEING 255.22 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 25), THENCE DUE EAST 142.83 FEET, THENCE SOUTH 46 DEGREES 44 MINUTES EAST 132.30 FEET, THENCE DUE EAST 99.00 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF JUNIPER STREET, THENCE SOUTH WESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF JUNIPER STREET, BEING A CURVED LINE CONVEX NORTH WESTERLY AND HAVING A RADIUS OF 178.00 FEET A DISTANCE OF 81.16 FEET MORE OR LESS TO THE POINT OF TANGENCY OF LAST DESCRIBED CURVE; THENCE SOUTH 59.93 FEET TO A POINT OF CURVE, THENCE SOUTHERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 1820.20 FEET A DISTANCE OF 79.06 FEET THENCE DUE WEST 318.16 FEET TO A POINT ON THE WEST LINE OF AFORESAID JUNIPER PARK; THENCE NORTH 307.94 FEET TO THE PLACE OF BEGINNING, ALL OF COOK COUNTY, ILLINOIS.

Property Address: 350 Juniper Street, Park Forest, Illinois
Permanent Index Number: 31-25-400-025

EXHIBIT C-1

**DEPICTION OF THE STORM
SEWER EASEMENT PARCEL**

Property Address:

Permanent Index Number: Part of 31-25-402-049 and part of 31-25-400-010

EXHIBIT C-2

LEGAL DESCRIPTION OF THE STORM SEWER EASEMENT PARCELS

STORM SEWER EASEMENT PARCEL 1

AN EASEMENT APPURTENANT FOR THE BENEFIT OF THE HACC PROPERTY AND RUNNING THROUGH THE FIRE DEPARTMENT PARCEL SAID EASEMENT BEING 20 FEET WIDE FOR STORM DRAINAGE THROUGH SAID PARCEL. THE CENTERLINE OF SAID EASEMENT BEING ALSO THE CENTERLINE OF DRAINAGE PIPE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT "J" ALSO BEING THE SOUTHEAST CORNER OF THE FIRE DEPARTMENT PARCEL: THENCE DUE WEST 14.00 FEET ALONG THE SOUTH LINE OF OUTLOT J ALSO BEING THE SOUTH LINE OF THE FIRE DEPARTMENT PARCEL TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 02 MINUTES 25 SECONDS EAST 193.54 FEET; THENCE NORTH 64 DEGREES 04 MINUTES 27 SECONDS WEST 112.74 FEET TO THE TERMINUS POINT OF SAID EASEMENT, CONTAINING 0.140 ACRES MORE OR LESS.

STORM SEWER EASEMENT PARCEL 2

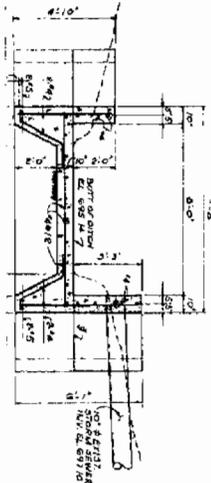
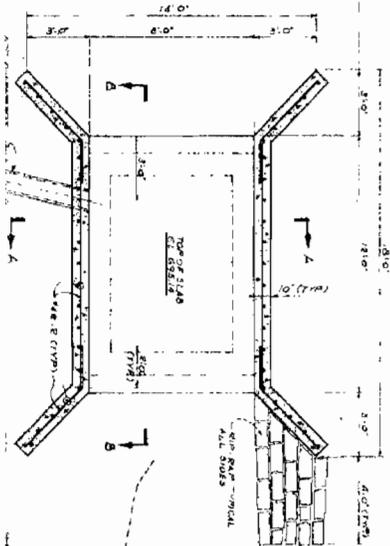
AN EASEMENT APPURTENANT FOR THE BENEFIT OF THE HACC PROPERTY AND RUNNING THROUGH THE DRAINAGE DITCH PARCEL SAID EASEMENT BEING 20 FEET WIDE FOR STORM DRAINAGE THROUGH SAID DRAINAGE DITCH PARCEL. THE CENTERLINE OF SAID EASEMENT BEING ALSO THE CENTERLINE OF DRAINAGE PIPE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT "J" ALSO BEING THE SOUTHEAST CORNER OF THE FIRE DEPARTMENT PARCEL: THENCE NORTH 325.40 FEET ALONG THE EAST LINE OF SAID OUTLOT "J" THENCE SOUTH 54 DEGREES 00 MINUTES 34 SECONDS WEST 143.71 FEET ALONG THE SOUTHERLY LINE OF SAID FIFTY FOOT WIDE DRAINAGE DITCH TO THE POINT OF BEGINNING; THENCE NORTH 64 DEGREES 04 MINUTES 27 SECONDS WEST 27.85 FEET TO THE TERMINUS POINT OF SAID EASEMENT, CONTAINING 0.012 ACRES MORE OR LESS.

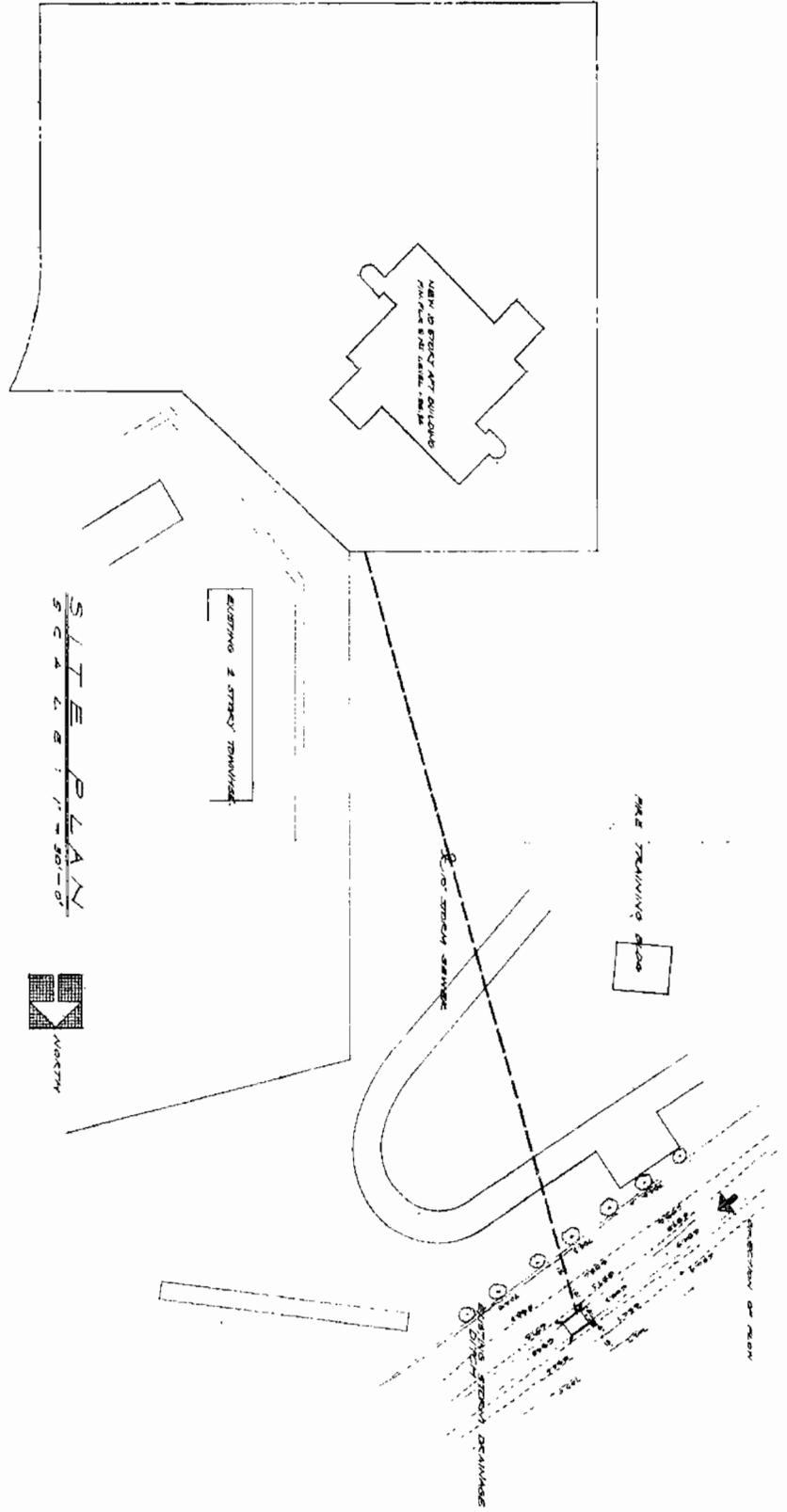
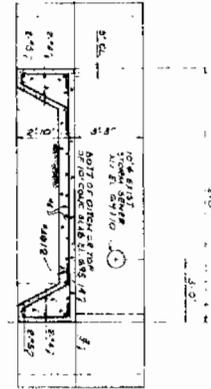
EXHIBIT D

**DEPICTION OF THE LOCATION OF THE EXISTING
STORM SEWER EASEMENT AREA**

√814081.7



NOTES
 1. ALL DIMENSIONS ARE PLACED AT THE CENTER
 OF WALLS & SLAB UNLESS OTHERWISE SHOWN
 2. FOR GENERAL NOTES SEE SET 20-30



AGENDA BRIEFING

DATE: May 13, 2009

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Thomas W. Fleming, Chief of Police

RE: Acquisition of One (1) 2009 Chevy Tahoe PPV Police Interceptor Squad

BACKGROUND/DISCUSSION:

The Police Department has received funds from an anonymous donor to purchase a 2009 Chevy Tahoe Police Interceptor as a replacement squad for the Canine Unit. This donation will cover the purchase of the squad itself and all the equipment needed to fully outfit it.

This expenditure will not be using any funds from the Police Department's 2008/2009 budget.

The vehicle is being purchased from Miles Chevrolet in Decatur, Illinois. Attached is the price invoice from Miles Chevrolet.

The amount to be approved is:

(1) White Chevy Tahoe PPV Police Interceptor	\$26,524.84
Total	<u>\$26,524.84</u>

SCHEDULE FOR CONSIDERATION:

This item will appear on the Consent Agenda of the May 26, 2009 Regular Meeting for Board consideration and approval.

INVOICE

**MILES CHEVROLET, INC.
150 W. PERSHING ROAD
DECATUR, IL 62526**

----- BILL / SHIP TO -----

City VILLAGE OF PARK FOREST

Tax Exemption # E 9998 - 0886 - 05

Address 200 LAKEWOOD City PARK FOREST State
IL Zip 60466

Contact Person CHIEF TOM FLEMING Phone 708 935-1791 Email
cbutz@vopf.com

DESCRIPTION	COST (EACH)	QUANTITY	TOTAL
-------------	-------------	----------	-------

2009 Police Package Tahoe	\$ 26,524.84	1	\$ 26,524.84
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)

GRAND TOTAL
\$ 26,524.84 _____

MILES CHEVROLET, INC.
Wene
Fleet Sales Division
150 West Pershing Road
Fax (217) 872-2069

Contact: Tom

Phone (217) 872-2070 –

Decatur, Illinois 62524-3160
twene@mileschevrolet.com

Email:

***** Celebrating over 20 years in pursuit
sales *****

This email has been scanned by the MessageLabs Email Security System.
For more information please visit <http://www.messagelabs.com/email>

DATE	20	CUSTOMER NAME	MILES CHEVROLET		CUSTOMER NO.	1477
STREET ADDRESS	150 WEST PERSHING ROAD		CITY / STATE / ZIP	DECATUR, ILLINOIS 62524-3160		
HOME PHONE	BUSINESS PHONE	SALESPERSON	JENNIFER MA...		EMP #	100

V.I.N.	1G1111111111111111	INVOICE NUMBER	YEAR	MAKE	CYL	MODEL
NEW	USED	DEMO	DEMO IN SERVICE DATE	CHEVROLET		TAHOE
DELIVERY DATE	IG KEY	TR. KEY	STOCK NO.	BODY STYLE	COLOR	TRIM
			48127006	IV	SUMMIT	

THANK YOU FOR YOUR BUSINESS!

**MILES
THE DRIVING
FORCE**



150 WEST PERSHING ROAD • P.O. BOX 3160
 DECATUR, ILLINOIS 62524-3160
 (217) 877-4440
 Visit our Web-Site at: www.mileschevrolet.com

TRADE IN AND PAYOFF INFORMATION (VEHICLE 1)

YEAR	MAKE	COLOR
MODEL	BODY TYPE	MILEAGE
V.I.N.	AMOUNT	\$
BALANCE OWED TO:	ALLOWANCE	\$

TRADE IN AND PAYOFF INFORMATION (VEHICLE 2)

YEAR	MAKE	COLOR
MODEL	BODY TYPE	MILEAGE
V.I.N.	AMOUNT	\$
BALANCE OWED TO:	ALLOWANCE	\$

I state that I am more than 18 years of age.

I have read the matter on the back hereof and agree to it as part of this order the same as if it were printed above my signature. The front and back hereof comprise the entire agreement affecting this order and no other agreement or understanding of any nature concerning same has been made or entered into. I hereby acknowledge a receipt of a copy of this order.

I/We guarantee seller (Dealer) that title to the vehicle(s) traded in pursuant to this agreement, if any, is (1) held solely by me/us and is valid, clear and free of all encumbrances other than the balance owed on such trade-in, if any, as indicated in this agreement, and (2) that the trade-in title(s) is/are **NOT MARKED SALVAGE OR REBUILT.**

I/We understand that the amount shown as the Balance Owed On Trade-In(s), if any, of this agreement is an estimate only. If the actual payoff(s) is/are higher, I/We will pay Miles Chevrolet, Inc. the difference immediately upon request. If the estimated payoff(s) is/are lower, Miles Chevrolet, Inc. will pay me/us the difference.

USED CAR BUYERS GUIDE: The information you see on the window for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of this sale.

NOTICE TO BUYER(S): No public liability insurance issued with this transaction.

NOTICE TO BUYER

- Do not sign this agreement before you read it or if it contains any blank spaces.
- You are entitled to an exact copy of the agreement you sign.
- Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge.

BASE PRICE OF VEHICLE	25524.84
THEFT-GARD. TRANSFER	
AFTERMARKET	
SALE PRICE OF VEHICLE	25524.84
- TRADE-IN ALLOWANCE	N/A
= SUBTOTAL (DIFFERENCE)	25524.84
+ ELECTRONIC FILING FEE	N/A
+ DOCUMENTARY FEE	N/A
+ SALES TAX	N/A
+ LICENSE, LICENSE TRANSFER, TITLE	N/A
= NET PRICE OF VEHICLE	25524.84
+ BALANCE OWED ON TRADE-IN(S)	N/A
= NET PRICE PLUS TRADE-IN(S) BALANCE	25524.84
- CASH DOWN PAYMENT	N/A
- OTHER DOWN PAYMENT	N/A
+ SERVICE CONTRACT	N/A
+ GUARANTEED AUTO PROTECTION (GAP)	N/A
+ LIFE INSURANCE	N/A
+ DISABILITY INSURANCE	N/A
+ VSI	N/A
= UNPAID BALANCE	25524.84

LIEN
 ADDRESS
 CITY / STATE / ZIP

DOCUMENTARY SERVICE FEE

"DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$150. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$150 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW."

BUYER (SSAN)	DR. LIC. NUMBER	D.O.B	BUYER E-MAIL
CO-BUYER (SSAN)	DR. LIC. NUMBER	D.O.B	CO-BUYER E-MAIL

PURCHASER'S SIGNATURE X _____ CO-PURCHASER'S SIGNATURE X _____ ACCEPTED BY X *Tom War*

ORDER NOT VALID UNLESS ACCEPTED BY SALES MANAGER

AGENDA BRIEFING

DATE: May 18, 2009

TO: Mayor John Ostenburg
Board of Trustees

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

RE: An Ordinance Authorizing the Village of Park Forest, Cook and Will Counties, Illinois to borrow funds from the Illinois Environmental Protection Agency (“IEPA”) WATER POLLUTION CONTROL LOAN PROGRAM (Sewer-\$880,000)

BACKGROUND/DISCUSSION: The attached ordinance authorizes the Village to borrow \$880,000 from the Water Pollution Control Loan Program with the Illinois Environmental Protection Agency (IEPA). These funds will be used to rehabilitate approximately 25,411 lineal feet of sanitary sewers and 106 manholes to remove infiltration and inflow from the sewer system, address structural deficiencies, and alleviate system surcharging.

This initiative will enhance compliance with the “Inflow and Infiltration Plan” adopted by the Village and presented to Thorn Creek Basin Sanitary District, March 2006.

This ordinance is part of an application for Federal stimulus funds being administered by the IEPA. Should the application be approved the estimated impact will be as follows:

<u>Terms</u>	<u>Total Project</u>	<u>Amt. Borrowed</u>	<u>Annual Debt Service</u>	<u>20-year Debt Service</u>
2.5%	\$880,000	\$880,000	\$ 56,182	\$1,123,640
0%	880,000	880,000	44,000	880,000
25% Forgiveness + 0% Interest on Balance	880,000	660,000	33,000	660,000

As you can see, should the Village receive approval for a 0% interest loan, the overall debt service savings would be \$243,640. If the Village receives 25% forgiveness and 0% interest on the balance of the loan, the savings would be \$463,640 over the life of the debt. This savings is the savings compared to the standard 2.5% IEPA loan. Savings compared to conventional bond funding would be double.

Sewer rates will pay the initial debt service and will be evaluated after 2011 to ensure sufficient annual funding.

SCHEDULE FOR CONSIDERATION: This matter will appear on the Agenda of the Regular Meeting of Tuesday, May 26, 2009, for first reading.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS TO BORROW FUNDS FROM
THE ILLINOIS ENVIROMENTAL PROTECTION AGENCY (“IEPA”)
WATER POLLUTION CONTROL LOAN PROGRAM**

WHEREAS, the Village of Park Forest, Cook and Will Counties, Illinois (“Village”), operates its public sewerage system (“the System”) and in accordance with its home rule authority, pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution, and the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq.* (2009) (collectively “the Act”); and

WHEREAS, the Mayor and Board of Trustees of the Village (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

Rehabilitation of approximately 25,411 lineal feet of sanitary sewers and 106 manholes to remove infiltration and inflow from the sewer system, address structural deficiencies, and alleviate system surcharging;

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the Village, which Project has a useful life of 50 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$880,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the costs are expected to be paid for with a loan to the Village from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 *et seq.*, at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, in accordance with the provisions of the Act, the Village is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$880,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the Village shall be made pursuant to a Loan Agreement, including certain terms and conditions between the Village and the Illinois Environmental Protection Agency.

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

Section 1. Recitals. The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

Section 2. Determination to Borrow Funds. It is necessary and in the best interests of the Village to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provision of the Act; and that for the purpose of construction of the Project, it is hereby authorized that funds be borrowed by the Village in an aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$880,000.

Section 3. Additional Ordinances. The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the Village may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

Section 4. Loan Not Indebtedness of Village. Repayment of the loan to the Illinois Environmental Protection Agency by the Village pursuant to this Ordinance is to be solely from the revenue derived from the user charges of the System, and the loan does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation.

Section 5. Application for Loan. The Village Manager is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water

Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Admin. Code Sec. 365.

Section 6. Acceptance of Loan Agreement. The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

Section 7. Reserve Accounts. As long as the Village has outstanding revenue bonds payable from revenues of the system that are senior to the revenue bond authorized by this Ordinance, the Village shall maintain an account, coverage and reserves equivalent to the accounts, coverages and reserves required by the outstanding ordinances.

Section 8. Authorization of Mayor to Execute Loan Agreement. The Mayor is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

Section 9. Severability. If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 10. Repealer. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 11. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____, 2009.

APPROVED:

Mayor

ATTEST:

Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATE

I, Sheila McGann, Village Clerk of the Village of Park Forest, Cook and Will Counties, State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, AN ORDINANCE AUTHORIZING THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS TO BORROW FUNDS FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (“IEPA”) WATER POLLUTION CONTROL LOAN PROGRAM,” which was adopted by the corporate authorities of the Village of Park Forest, on _____, 2009, and approved by the Mayor of the Village of Park Forest on the same said date, the original of which is part of the books and records within my control as Village Clerk of the Village of Park Forest.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Park Forest, Illinois, at the said Village, in the County of Cook and State of Illinois, on _____, 2009.

Sheila McGann, Village Clerk

(SEAL)

AGENDA BRIEFING

DATE: May 18, 2009

TO: Mayor John Ostenburg
Board of Trustees

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

RE: An Ordinance Authorizing the Village of Park Forest, Cook and Will Counties, Illinois to borrow funds from the Illinois Environmental Protection Agency (“IEPA”) WATER POLLUTION CONTROL LOAN PROGRAM (Sewer-\$657,000)

BACKGROUND/DISCUSSION: The attached ordinance authorizes the Village to borrow \$657,000 from the Water Pollution Control Loan Program with the Illinois Environmental Protection Agency (IEPA). These funds will be used to rehabilitate the excess flow treatment facility, which will provide a means for the Village to comply with the infiltration and inflow limits implemented by Thorn Creek Basin Sanitary District in 2005.

This initiative will enhance compliance with the “Inflow and Infiltration Plan” adopted by the Village and presented to Thorn Creek Basin Sanitary District, March 2006.

This ordinance is part of an application for Federal stimulus funds being administered by the IEPA. Should the application be approved the estimated impact will be as follows:

<u>Terms</u>	<u>Total Project</u>	<u>Amt. Borrowed</u>	<u>Annual Debt Service</u>	<u>20-year Debt Service</u>
2.5%	\$657,000	\$657,000	\$ 41,945	\$ 838,900
0%	657,000	657,000	32,850	657,000
25% Forgiveness + 0% Interest on Balance	657,000	492,750	24,638	492,750

As you can see, should the Village receive approval for a 0% interest loan, the overall debt service savings would be \$181,900. If the Village receives 25% forgiveness and 0% interest on the balance of the loan, the savings would be \$346,150 over the life of the debt. This savings is the savings compared to the standard 2.5% IEPA loan. Savings compared to conventional bond funding would be double.

Sewer rates will pay the initial debt service and will be evaluated after 2011 to ensure sufficient annual funding.

SCHEDULE FOR CONSIDERATION: This matter will appear on the Agenda of the Regular Meeting of Tuesday, May 26, 2009, for first reading.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS TO BORROW FUNDS FROM
THE ILLINOIS ENVIROMENTAL PROTECTION AGENCY (“IEPA”)
WATER POLLUTION CONTROL LOAN PROGRAM**

WHEREAS, the Village of Park Forest, Cook and Will Counties, Illinois (“Village”), operates its public sewerage system (“the System”) and in accordance with its home rule authority, pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution, and the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq.* (2009) (collectively “the Act”); and

WHEREAS, the Mayor and Board of Trustees of the Village (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

Rehabilitation of the excess flow treatment facility, which will provide a means for the Village to comply with the infiltration and inflow limits implemented by Thorn Creek Basin Sanitary District in 2005;

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the Village, which Project has a useful life of 50 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$657,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the costs are expected to be paid for with a loan to the Village from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 *et seq.*, at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, in accordance with the provisions of the Act, the Village is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$657,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the Village shall be made pursuant to a Loan Agreement, including certain terms and conditions between the Village and the Illinois Environmental Protection Agency.

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

Section 1. Recitals. The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

Section 2. Determination to Borrow Funds. It is necessary and in the best interests of the Village to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provision of the Act; and that for the purpose of construction of the Project, it is hereby authorized that funds be borrowed by the Village in an aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$657,000.

Section 3. Additional Ordinances. The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the Village may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

Section 4. Loan Not Indebtedness of Village. Repayment of the loan to the Illinois Environmental Protection Agency by the Village pursuant to this Ordinance is to be solely from the revenue derived from the user charges of the System, and the loan does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation.

Section 5. Application for Loan. The Village Manager is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the water

Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Admin. Code Sec. 365.

Section 6. Acceptance of Loan Agreement. The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

Section 7. Reserve Accounts. As long as the Village has outstanding revenue bonds payable from revenues of the system that are senior to the revenue bond authorized by this Ordinance, the Village shall maintain an account, coverage and reserves equivalent to the accounts, coverages and reserves required by the outstanding ordinances.

Section 8. Authorization of Mayor to Execute Loan Agreement. The Mayor is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

Section 9. Severability. If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 10. Repealer. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 11. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____, 2009.

APPROVED:

Mayor

ATTEST:

Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATE

I, Sheila McGann, Village Clerk of the Village of Park Forest, Cook and Will Counties, State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, AN ORDINANCE AUTHORIZING THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS TO BORROW FUNDS FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (“IEPA”) WATER POLLUTION CONTROL LOAN PROGRAM,” which was adopted by the corporate authorities of the Village of Park Forest, on _____, 2009, and approved by the Mayor of the Village of Park Forest on the same said date, the original of which is part of the books and records within my control as Village Clerk of the Village of Park Forest.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Park Forest, Illinois, at the said Village, in the County of Cook and State of Illinois, on _____, 2009.

Sheila McGann, Village Clerk

(SEAL)

AGENDA BRIEFING

DATE: May 18, 2009

TO: Mayor John Ostenburg
Board of Trustees

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

RE: An Ordinance Authorizing the Village of Park Forest, Cook and Will Counties, Illinois to borrow funds from the Illinois Environmental Protection Agency (“IEPA”) PUBLIC WATER SUPPLY LOAN PROGRAM

BACKGROUND/DISCUSSION: The attached ordinance authorizes the Village to borrow \$3,300,000 from the Public Water Supply Loan Program with the Illinois Environmental Protection Agency (IEPA). These funds will be used to replace approximately 12,000 lineal feet of 8-inch water main, 240 water services, and 3 booster stations.

This initiative was discussed relative to the institution of the \$3.00 per month infrastructure maintenance fee.

This ordinance is part of an application for Federal stimulus funds being administered by the IEPA. Should the application be approved the estimated impact will be as follows:

<u>Terms</u>	<u>Total Project</u>	<u>Amt. Borrowed</u>	<u>Annual Debt Service</u>	<u>20-year Debt Service</u>
2.5%	\$3,300,000	\$3,300,000	\$210,681	\$4,213,627
0%	3,300,000	3,300,000	165,000	3,300,000
25% Forgiveness + 0% Interest on Balance	3,300,000	2,475,000	123,750	2,475,000

As you can see, should the Village receive approval for a 0% interest loan, the overall debt service savings would be \$913,627. If the Village receives 25% forgiveness and 0% interest on the balance of the loan, the savings would be \$1,738,627 over the life of the debt. This savings is the savings compared to the standard 2.5% IEPA loan. Savings compared to conventional bond funding would be double.

The water infrastructure fee will pay the debt service.

SCHEDULE FOR CONSIDERATION: This matter will appear on the Agenda of the Regular Meeting of Tuesday, May 26, 2009, for first reading.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS TO BORROW FUNDS FROM
THE ILLINOIS ENVIROMENTAL PROTECTION AGENCY (“IEPA”)
PUBLIC WATER SUPPLY LOAN PROGRAM**

WHEREAS, the Village of Park Forest, Cook and Will Counties, Illinois (“Village”), operates its public water supply system (“the System”) and in accordance with its home rule authority, pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution, and the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq.* (2009) (collectively “the Act”); and

WHEREAS, the Mayor and Board of Trustees of the Village (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

The replacement of approximately 12,000 lineal feet of 8-inch water main, 240 water services, and 3 booster stations;

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the Village, which Project has a useful life of 100 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$3,300,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the costs are expected to be paid for with a loan to the Village from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 *et seq.*, at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, in accordance with the provisions of the Act, the Village is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of \$3,300,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the Village shall be made pursuant to a Loan Agreement, including certain terms and conditions between the Village and the Illinois Environmental Protection Agency.

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

Section 1. Recitals. The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

Section 2. Determination to Borrow Funds. It is necessary and in the best interests of the Village to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provision of the Act; and that for the purpose of construction of the Project, it is hereby authorized that funds be borrowed by the Village in an aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$3,300,000.

Section 3. Additional Ordinances. The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the Village may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

Section 4. Loan Not Indebtedness of Village. Repayment of the loan to the Illinois Environmental Protection Agency by the Village pursuant to this Ordinance is to be solely from the revenue derived from the user charges of the System, and the loan does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation.

Section 5. Application for Loan. The Village Manager is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public

Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Admin. Code Sec. 662.

Section 6. Acceptance of Loan Agreement. The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

Section 7. Reserve Accounts. As long as the Village has outstanding revenue bonds payable from revenues of the system that are senior to the revenue bond authorized by this Ordinance, the Village shall maintain an account, coverage and reserves equivalent to the accounts, coverages and reserves required by the outstanding ordinances.

Section 8. Authorization of Mayor to Execute Loan Agreement. The Mayor is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

Section 9. Severability. If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 10. Repealer. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 11. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____, 2009.

APPROVED:

Mayor

ATTEST:

Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATE

I, Sheila McGann, Village Clerk of the Village of Park Forest, Cook and Will Counties, State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, AN ORDINANCE AUTHORIZING THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS TO BORROW FUNDS FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (“IEPA”) PUBLIC WATER SUPPLY LOAN PROGRAM,” which was adopted by the corporate authorities of the Village of Park Forest, on _____, 2009, and approved by the Mayor of the Village of Park Forest on the same said date, the original of which is part of the books and records within my control as Village Clerk of the Village of Park Forest.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Park Forest, Illinois, at the said Village, in the County of Cook and State of Illinois, on _____, 2009.

Sheila McGann, Village Clerk

(SEAL)

AGENDA BRIEFING

DATE: May 21, 2009

TO: Mayor Ostenburg
Board of Trustees

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

RE: Consideration of an Ordinance granting a Conditional Use for a Leasing Office for the Thorncreek Townhomes, located at 3324 Western Avenue

BACKGROUND/DISCUSSION:

A request has been submitted by Foresite Realty Management, LLC, on behalf of BV Thorncreek, LLC, for a Conditional Use to permit a Leasing Office at 3324 Western Avenue to support the operations at the apartment property. In May 2008, the previous owner of the property, Atlantic Management Corporation, lost control of the property when it was re-possessed by Fannie Mae. Earlier this year, the property was finally assigned to an asset management company, BV Thorncreek LLC. Foresite Realty Management is the management company hired by the asset management company to undertake the necessary upgrades to the property and leasing operations in order to position the property for sale. More detail about this request is contained in the staff memo prepared for the Plan Commission (see attached).

Consistent with Section 118-28 of the Park Forest Zoning Ordinance the Plan Commission conducted a public hearing on this request at their May 19, 2009, meeting. Notice of the public hearing was published in the *Southtown/Star Newspaper* on April 19, 2009. The applicants were present at the meeting, but no other members of the public attended the public hearing. After taking public comment and discussing this request, the Plan Commission voted unanimously to approve the requested Conditional Use with the conditions outlined in the attached memo from Plan Commission Chair Wickliffe-Lewis.

The attached Ordinance has been reviewed by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular Board meeting of May 26, 2009, for First Reading.

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Vernita Wickliffe-Lewis, Chair
Park Forest Plan Commission

DATE: May 20, 2009

RE: Recommendation – Request for a Conditional Use in the R-2A Multiple Family Residential Zoning District for a Leasing Office at 3324 Western Avenue

At our regular meeting on May 19, 2009, the Plan Commission conducted a public hearing and considered a request for a Conditional Use in the R-2A Multiple Family Residential Zoning District for a Leasing Office at Thorncreek Townhomes.

After taking public comment and discussing this item, the Plan Commission voted unanimously to recommend approval of the Conditional Use requested by Foresite Realty Management, LLC, as described in the attached Staff memo (April 30, 2009) with the following conditions:

1. The electrical service to the proposed Leasing Office at 3324 Western Avenue must be upgraded to 100 amp service prior to occupancy.
2. The parking lot depicted in Exhibit SK-1, including the ramp from the parking lot to the Leasing Office, must be constructed prior to occupancy.
3. The proposed remodel to 3324-A must be completed to provide an ADA accessible restroom prior to occupancy.
4. Storage in the Leasing Office must conform to the standards for “Low Hazard Storage Occupancies” as defined by the Village’s building codes.

Best regards,
Vernita A. Wickliffe-Lewis, Chair

PLAN COMMISSION MEMO

TO: Plan Commission

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

DATE: April 30, 2009

RE: NEW BUSINESS – Plan Commission Meeting of May 5, 2009
PUBLIC HEARING: Consideration of a Request for a Conditional Use in the R-2A, Multiple Family Residential Zoning District for a Leasing Office at 3324 Western Avenue

A request has been submitted by Foresite Realty Management, LLC, on behalf of BV Thorncreek, LLC, for a Conditional Use to permit a Leasing Office within the Thorncreek Townhomes property. The petitioner is seeking approval of this Conditional Use in order to open a Leasing Office at 3324 Western Avenue to support the operations at the Thorncreek Townhomes.

As required by the Zoning Ordinance, notice of this public hearing was published in the Park Forest edition of the *Southtown/Star Newspaper* on April 19, 2009.

Section 118-133 of the Zoning Ordinance specifies the Conditional Uses that are permitted in the R-2A zoning district. Among these uses are “governmental and public utility buildings and structures and uses, including a business service office as an adjunct use.” It is under this provision that Foresite Realty Management LLC makes its request. In describing the process for approval of Conditional Uses, Section 118-28(a) of the Zoning Ordinance states that in addition to those uses allowed by right in a particular zoning district,

It is recognized that there are certain other uses which may be necessary or desirable to allow in a given district but which on account of their potential influence upon neighboring uses or public facilities need to be carefully regulated with respect to location or operation for the protection of the community.

When considering a request for a Conditional Use, the Plan Commission and Board of Trustees would typically consider such issues as the need for additional parking and loading facilities, vehicular and pedestrian access, proper protection of adjacent properties and other site development issues.

In May 2008, the previous owner of the property, Atlantic Management Corporation, lost control of the property when it was re-possessioned by Fannie Mae. Earlier this year, the property was finally assigned to an asset management company, BV Thorncreek LLC. Foresite Realty Management is the management company hired by the asset management company to undertake

the necessary upgrades to the property and leasing operations in order to position the property for sale.

A similar request for a Conditional Use for a Leasing and Business Office to be located at 3300 Western Avenue (where the leasing office is still located) was considered by the Plan Commission in June 2007. The 2007 request was made by Atlantic Management Corporation. At that time, the Plan Commission recommended approval of the requested Condition Use contingent upon:

1. The electrical service to the office to be upgraded to 100 amp service by end of the 2007 calendar year.
2. The parking requirement of 34 legal spaces, including one (1) handicapped accessible space, to be accomplished by 8/31/07 (note this parking requirement included the parking required for the dwelling units in addition to the leasing office).
3. The bathroom itself must be ADA accessible by 12/31/07.
4. The ramp to the office door may not extend to the sidewalk or the property of the adjacent unit, and it must be installed by 8/31/07.

None of these recommended conditions were addressed by the previous property owner, so the Board of Trustees denied the requested Conditional Use in August 2008.

Some basic elements of the current request are:

- The applicant has submitted their required annual plan of management, although some of the items in their 2009 plan are still under consideration by the Building Department.
- The proposed Leasing Office will be located at 3324 A and B (first and second floor dwelling units). Together, these dwelling units are approximately 1,430 square feet in size. The Zoning Ordinance requires a minimum of eight (8) parking spaces for this size of commercial space. The petitioner proposes to construct a small parking lot to the north of the building in order to accommodate the required parking (see attached exhibit). The proposed parking lot conforms to the Village's design standards for parking. If this parking lot is constructed as proposed, the parking provided/required for the dwelling units will not be impacted.
- The petitioner proposes to provide a ramp from the new parking lot to the Leasing Office that conforms to ADA standards (see attached exhibit).
- The interior of the dwelling units will be remodeled to accommodate the office use. The plans for remodel include converting the kitchen on the first floor to an ADA accessible bathroom for customers. Access to the second floor unit will be via a staircase, but the second floor will only be used by staff. The second floor will be slightly altered to create two offices. Floor plans for the existing dwelling units (A and B units) and the proposed remodel are attached.
- The proposed Leasing Office currently does not comply with the Village's electrical code requirement for 100 amp electrical service. However, the applicant has informed Village Staff that they have already met with ComEd officials to begin the planning required to upgrade the service to the entire apartment complex to 100 amp electrical service.

- The petitioner has indicated that the basement of the unit may be used for storage. The Village's building codes would only permit "Low Hazard Storage Occupancies" in this location due to the residential occupancy and zoning of the remainder of the property.
- The site plan shows the location of a permanent sign to identify the new Leasing Office. This sign will be installed after the consideration of the Conditional Use. Meanwhile, the petitioner has been approved for a temporary sign permit to create visibility to the property.

While it appears that the Plan Commission's conditions related to the previous request will be addressed by the current asset manager and property manager, it would still be appropriate to make these items conditions of the current request for a Conditional Use to ensure that they are addressed prior to occupancy of 3324 Western Avenue as a Leasing Office. Therefore, Staff would recommend the following conditions on this request:

5. The electrical service to the proposed Leasing Office at 3324 Western Avenue must be upgraded to 100 amp service prior to occupancy.
6. The parking lot depicted in Exhibit SK-1, including the ramp from the parking lot to the Leasing Office, must be constructed prior to occupancy.
7. The proposed remodel to 3324-A must be completed to provide an ADA accessible restroom prior to occupancy.
8. Storage in the Leasing Office must conform to the standards for "Low Hazard Storage Occupancies" as defined by the Village's building codes.

Plan Commission Action: After conducting the public hearing, the Plan Commission is asked to consider this request for a Conditional Use to permit a Leasing Office for Thorncreek Townhomes, to be located at 3324 Western Avenue, and make a recommendation to the Board of Trustees on this request.

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A CONDITIONAL USE
FOR A LEASING OFFICE FOR THE THORNCREEK TOWNHOMES,
LOCATED AT 3324 WESTERN AVENUE,
IN THE VILLAGE OF PARK FOREST, ILLINOIS**

WHEREAS, the Park Forest Zoning Ordinance requires the individual approval of certain uses (known as “conditional uses”) in specific zoning districts after consideration by the Plan Commission and approval by the Board of Trustees; and

WHEREAS, Foresite Realty Management, LLC, on behalf of BV Thorncreek, LLC, (“Applicant”) has submitted an application for a conditional use in the R-2A, Multiple Family Residential zoning district (“Application”), to allow for a leasing office at the property commonly known as 3324 Western Avenue, Park Forest, Illinois, P.I.N. 31-36-200-034-1045 and P.I.N. 31-36-200-034-1046 (“Subject Property”) to support the operations of Thorncreek Townhomes; and .

WHEREAS, on April 19, 2009, a notice of public hearing for the Application was published in the Park Forest edition of *The Southtown/Star*, a newspaper of general circulation within the Village; and

WHEREAS, the public hearing was scheduled for May 5, 2009, before the Park Forest Plan Commission (“Plan Commission”) and the Plan Commission continued the public hearing to May 19, 2009; and

WHEREAS, the Plan Commission conducted the public hearing to consider the Application on May 19, 2009; and

WHEREAS, upon the conclusion of the public hearing, the Plan Commission unanimously recommended approval of the requested Conditional Use, subject to the conditions as set forth below; and

WHEREAS, the Mayor and Board of Trustees have determined that allowing the Conditional Use for a leasing office serves a public purpose and will be in the best interests of the Village of Park Forest.

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

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

Section 2: Adoption of Findings and Recommendation. The findings and recommendations of the Plan Commission, together with all reports and exhibits submitted at the public hearing, are hereby incorporated by reference herein and are approved.

Section 3: Additional Finding. In addition to the findings set forth in Section 2 above, the Board of Trustees further finds that no deviations from district regulations are necessary to accommodate the conditional use.

Section 4: Conditional Use Granted. A conditional use is hereby granted to the Applicant pursuant to the Plan Commission's recommendation and Section 118-28 of the Village Code for the operation of a leasing office at the Subject Property as permitted pursuant to Section 118-133 of the Zoning Ordinance.

Section 5: Conditions of Grant. The conditional use granted herein is subject to the following conditions in the interest of the public health, safety and welfare as prescribed by Section 118-28 of the Village Code:

1. Compliance with Applicable Laws. The Applicant shall comply with all applicable federal, state and local laws and ordinances relating to permitting, construction and similar actions.
2. No Authorization of Work. This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
3. Compliance with Village Codes. The Applicant shall ensure that those portions of the Subject Property which will be used for the day care center are in compliance with all building, fire, and health codes related to the day care occupancy.
4. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
5. Compliance with R-2A Multiple Family Residential Zoning District. The Applicant shall comply with all other applicable requirements of the Village's R-2A Multiple Family Residential zoning district.
6. Compliance with Plans. Any construction pursuant to the conditional use granted herein shall be in accordance with the plans, testimony and other evidence

presented by the Applicant at the hearing, excepting only very minor changes which would not alter the essential character of the development as presented.

7. Conditional Use Limited to Applicant. The conditional use shall be limited to the Applicant and shall not be transferable to a new owner except upon reapplication, hearing and approval in the manner provided by the Village Code.

8. Agreement to Terms of Ordinance. This Ordinance shall be signed by an authorized officer of the Property Owner to signify their agreement to the terms hereof.

9. Electrical Service. The electrical service for the Subject Property shall be upgraded to 100 amp service prior to occupancy,

10. Parking Lot. The parking lot depicted in Exhibit SK-1 must be constructed and installed prior to occupancy.

11. Proposed Remodel of 3324-A Western Avenue. An ADA accessible restroom must be provided as part of the proposed remodel of 3324-A Western Avenue prior to occupancy.

12. Storage in Leasing Office. Storage in the leasing office must conform to the Village's standards for "Low Hazard Storage Occupancies" as set forth in the Village's building codes.

13. Leasing Office Development. The leasing office and related parking shall be developed consistent with the attached Exhibit A.

14. Duration of Conditional Use. The conditional use granted herein shall be permitted for as long as the Subject Property is used as a leasing office by the Applicant.

Section 6: Violation of Condition or Code. Any violation of (i) any term or condition set forth in this Ordinance or (ii) any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 7. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All other ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

PASSED this _____ day of _____, 2009.

APPROVED:

Mayor

Attest:

Village Clerk

ACKNOWLEDGMENT BY APPLICANT: I AGREE TO THE CONDITIONS OF THIS ORDINANCE:

FORESITE REALTY MANAGEMENT, LLC, ON BEHALF OF BV THORNCREEK, LLC

By: Authorized Agent

Date: _____, 2009

EXHIBIT A



EXISTING UNIT 3324-A FIRST FLOOR (706 SQ. FT.)

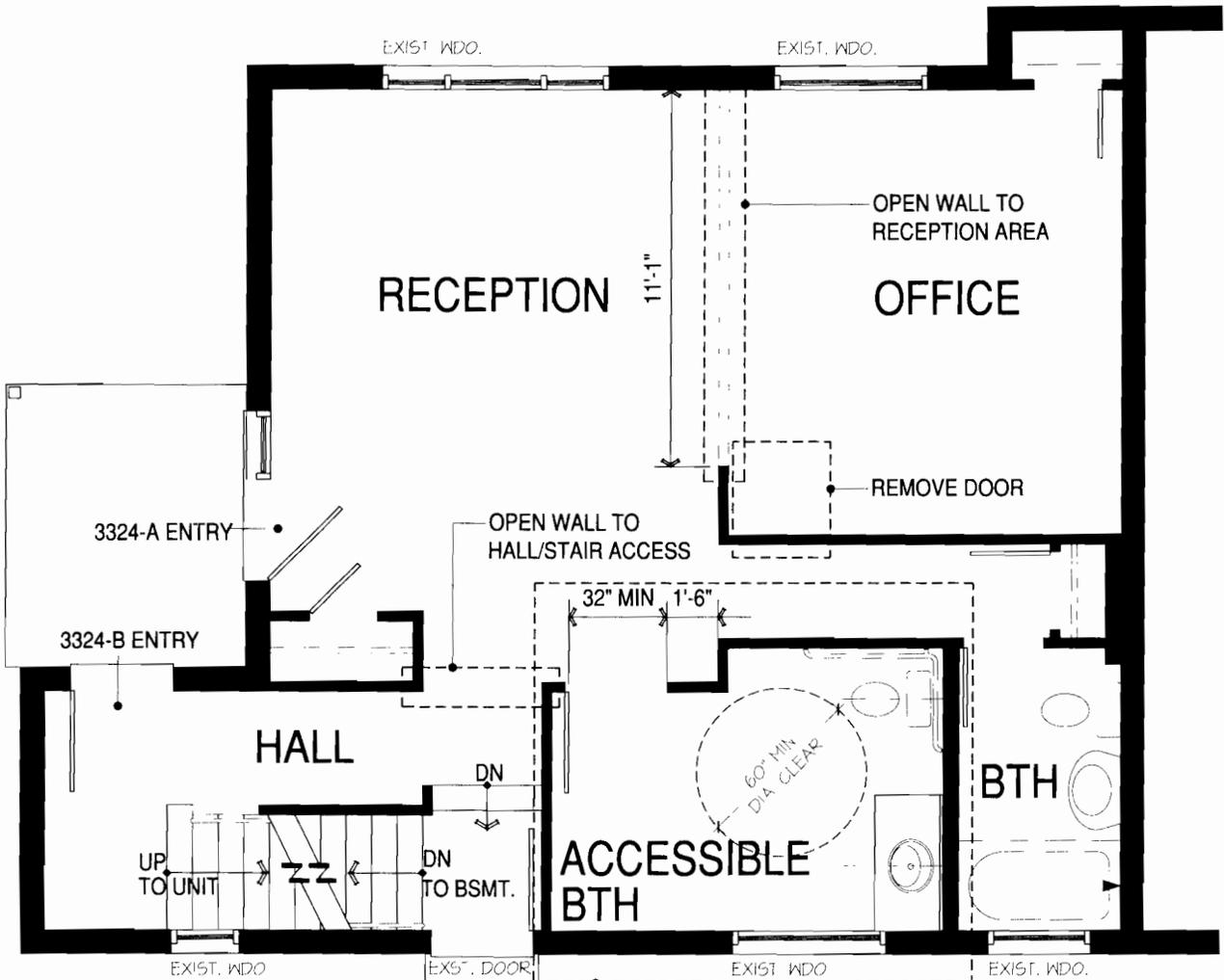
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DATE: 04/02/2009
JOB NO: 2009-14

SK-2
SHEET

THORNCREEK TOWNHOMES
Park Forest, Illinois
PRELIMINARY - LEASING OFFICE

JMA
DESIGN/BUILD
RESIDENTIAL • COMMERCIAL • PLANNING



NOTE: ELECTRICAL SERVICE UPGRADE TO 100AMP

REMOVE DOOR FROM HALL AND KITCHEN APPLIANCES/SINK. ADD ACCESSIBLE WATER CLOSET AND SINK

PROPOSED UNIT 3324-A

FIRST FLOOR

(706 SQ. FT.)

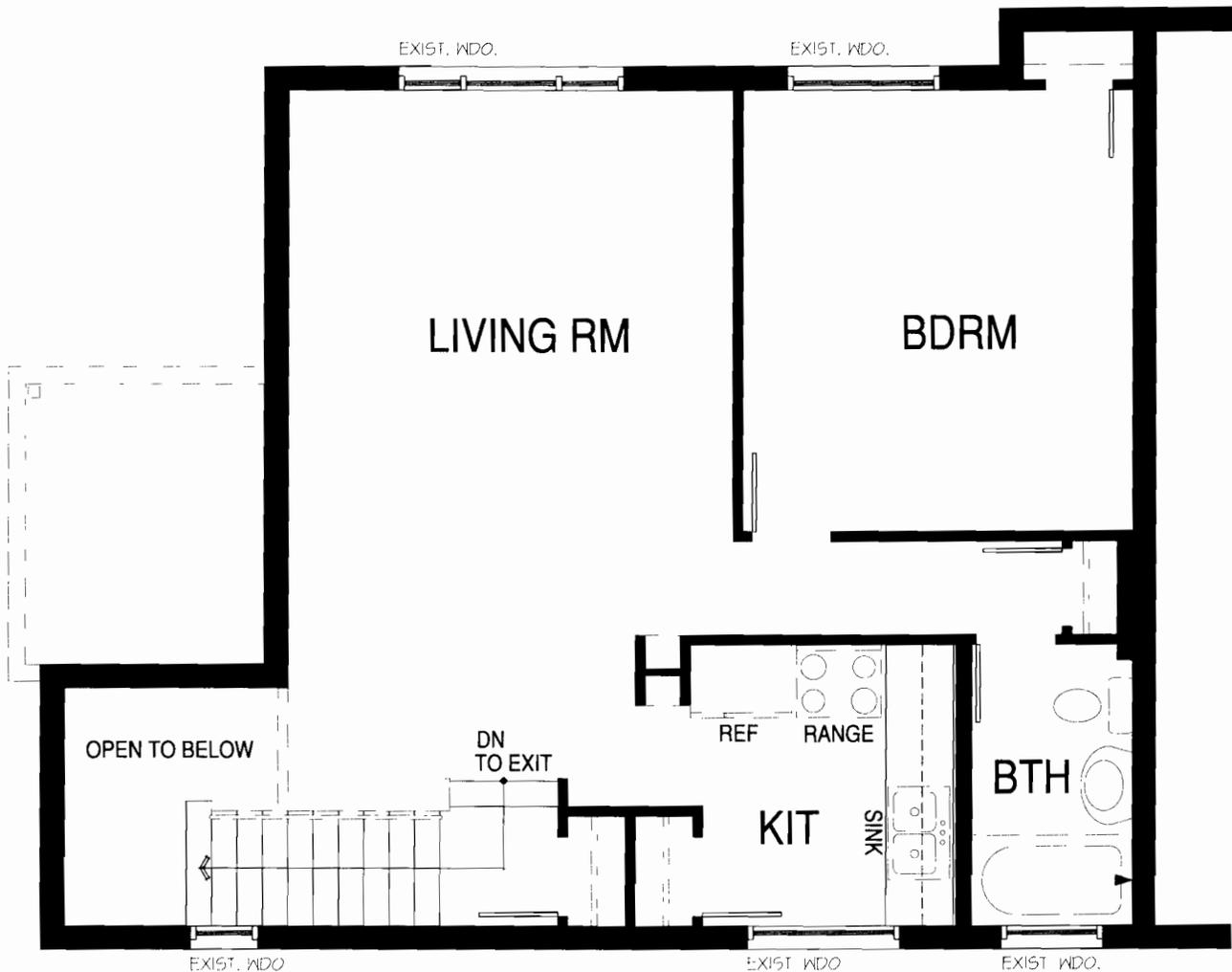
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DATE: 04/02/2009
JOB NO: 2009-14

SK-3
SHEET

THORNCREEK TOWNHOMES
Park Forest, Illinois
PRELIMINARY - LEASING OFFICE

JMA
DESIGN/BUILD
RESIDENTIAL • COMMERCIAL • PLANNING



EXISTING UNIT 3324-B
SECOND FLOOR
 (724 SQ. FT.)

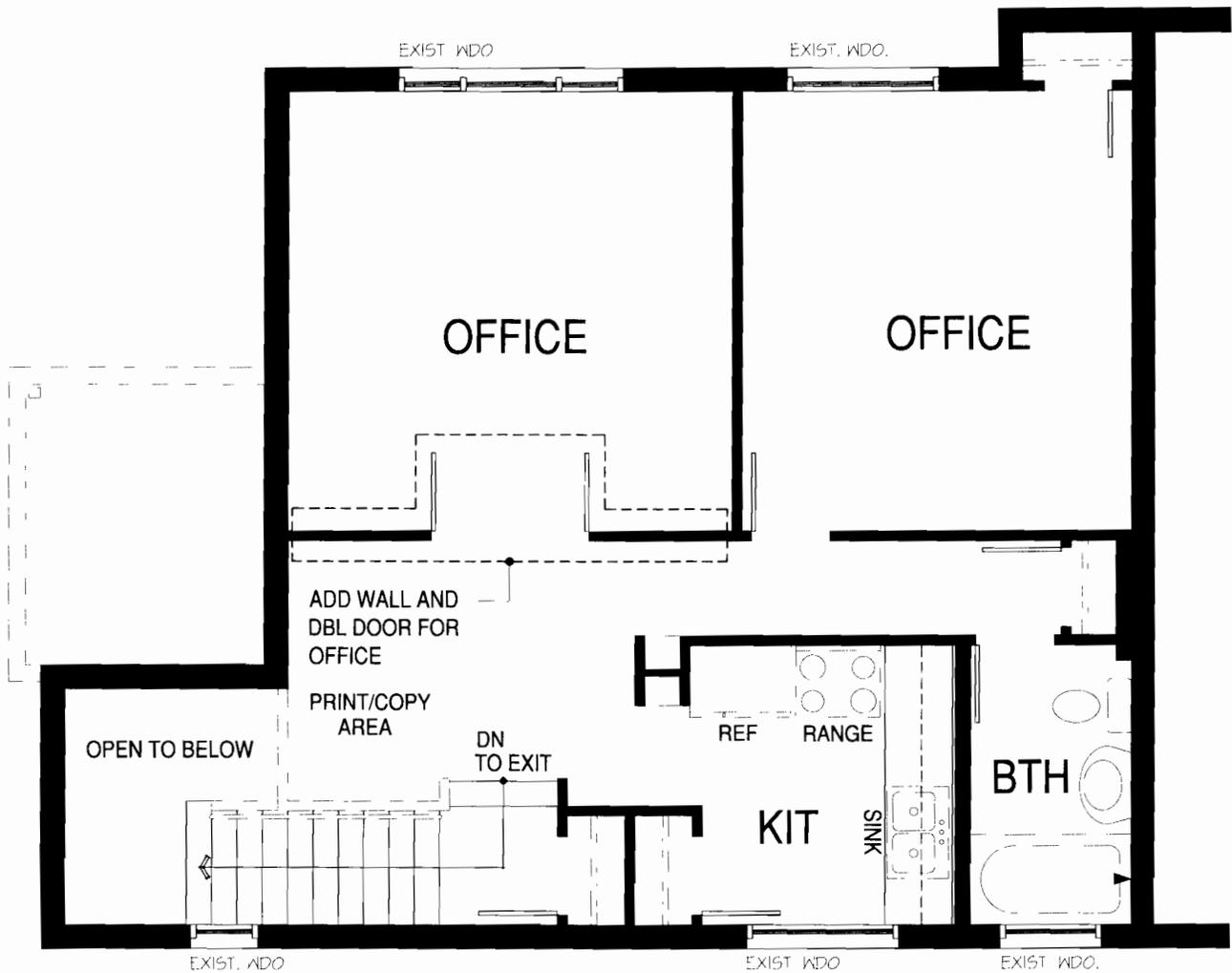
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DATE: 04/02/2009
 JOB NO: 2009-14

SK-4
 SHEET

THORNCREEK TOWNHOMES
 Park Forest, Illinois
PRELIMINARY - LEASING OFFICE

JMA
 DESIGN/BUILD
 RESIDENTIAL-COMMERCIAL-PLANNING



NOTE: ELECTRICAL SERVICE UPGRADE TO 100AMP

PROPOSED UNIT 3324-B SECOND FLOOR (724 SQ. FT.)

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DATE: 04/02/2009
JOB NO: 2009-14

SK-5
SHEET

THORNCREEK TOWNHOMES
Park Forest, Illinois
PRELIMINARY - LEASING OFFICE

JMA
DESIGN/BUILD
RESIDENTIAL-COMMERCIAL-PLANNING

AGENDA BRIEFING

DATE: May 21, 2009

TO: Mayor Ostenburg
Board of Trustees

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

RE: Consideration of an Ordinance granting a Conditional Use for a Day Care Center, located at 266 Somonauk Street (Grace United Protestant Church)

BACKGROUND/DISCUSSION:

The Village has received a request from Grace United Protestant Church (property owner) for a Conditional Use to permit the operation of the Tender Touch Day Care in their building. The Church previously hosted the Busy Bee Day Care center, which operated in the same facility for approximately three years. Busy Bee closed their operation in August 2008. Previous to that, Children's World operated a day care center for approximately 30 years. Neither the Busy Bee Day Care Center nor Children's World had been approved as Conditional Uses, and any grandfathered status that might have existed was lost when the Busy Bee Day Care closed their operation at this location. This request is described in more detail in the Staff report to the Plan Commission (see attached).

Consistent with Section 118-28 of the Park Forest Zoning Ordinance, the Plan Commission conducted a public hearing on this request at their May 19, 2009, meeting. Notice of the public hearing was published in the *Southtown/Star Newspaper* on April 19, 2009. The applicants were present at the meeting, but no other members of the public attended the public hearing. After taking public comment and discussing this request, the Plan Commission voted unanimously to approve the requested Conditional Use with the conditions outlined in the attached memo from Plan Commission Chair Wickliffe-Lewis.

The attached Ordinance has been reviewed by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular Board meeting of May 26, 2009, for First Reading.

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Vernita Wickliffe-Lewis, Chair
Park Forest Plan Commission

DATE: May 20, 2009

RE: Recommendation – Request for a Conditional Use in the R-1, Single Family Residential Zoning District, for a day care center at 266 Somonauk Street

At our regular meeting on May 19, 2009, the Plan Commission conducted a public hearing and considered a request for a Conditional Use in the R-1, Single Family Residential zoning district to permit a day care center at 266 Somonauk Street (Grace United Protestant Church).

After taking public comment and discussing this item, the Plan Commission voted unanimously to recommend approval of the Conditional Use requested by Grace United Protestant Church as described in the attached Staff memo (April 29, 2009) with the following conditions:

- Install signs to allow parallel, short term parking on one side only of the paved driveway in front of 213 Nashua Street
- Clean up and repair the head-in parking spaces along the paved driveway
- The building must be in compliance with all building, fire and health codes related to the day care occupancy

Best regards,
Vernita A. Wickliffe-Lewis, Chair

PLAN COMMISSION MEMO

TO: Plan Commission

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

DATE: April 29, 2009

RE: NEW BUSINESS – Plan Commission Meeting of May 5, 2009
Public Hearing to consider a Request for a Conditional Use in the R-1, Single Family Residential Zoning District, for a day care center at 266 Somonauk Street

A request has been submitted by Grace United Protestant Church (property owner) for a Conditional Use to permit a day care center in the Church building located at 266 Somonauk Street. The Church previously hosted the Busy Bee Day Care center, which operated in the same facility for approximately three years. Busy Bee closed their operation in August 2008. Previous to that, Children's World operated a day care center for approximately 30 years. Neither of the previous day care centers had been approved as Conditional Uses, and any grandfathered status that might have existed was lost when the Busy Bee Day Care closed their operation at this location.

As required by the Zoning Ordinance, notice of this public hearing was published in the *Southtown/Star Newspaper* on April 19, 2009.

Section 118-53 of the Park Forest Zoning Ordinance specifies the conditional uses that are permitted in the R-1, Single Family zoning district. Among these uses are "nursery schools, day nurseries and day care centers". It is under this provision that the applicant makes this request. In describing the process for approval of conditional uses, Section 118-28(a) of the Zoning Ordinance states that in addition to those uses allowed by right in a particular zoning district,

It is recognized that there are certain other uses which may be necessary or desirable to allow in a given district but which on account of their potential influence upon neighboring uses or public facilities need to be carefully regulated with respect to location or operation for the protection of the community.

When considering a request for a conditional use, the Plan Commission and Board of Trustees would typically consider such issues as on-site parking and loading facilities, vehicular and pedestrian access, proper protection of adjacent properties and other site development issues.

Grace United Protestant Church proposes to lease space in their building for the operation of the Tender Touch Day Care. This day care is licensed through the Illinois Department of Children and Family Services for a total of 42 children, aged eight (8) weeks to six (6) years old. Six teachers will be employed to serve these children. The day care will occupy three classrooms in the church building and it will use the kitchen in the basement of the church to prepare breakfast, lunch, and snacks. The church is adjacent to Somonauk Park, and outdoor play will be

conducted in the park until such time as a play area can be constructed on the west side of the building. The day care center will operate from 7:00 a.m. to 6:00 p.m., Monday through Friday.

Attached is a site plan for the entire church property. This site plan shows the location of the proposed day care ("exist church school"), the entrance to the day care, the parking lot, and the driveway access to the parking lot. The area to the east and north of the church property is Somonauk Park. The Village of Park Forest and Grace United Protestant Church have an existing reciprocal easement agreement dated May 1958 which allows for the joint use of the driveway access and parking. Maintenance of the driveway (from Somonauk Street to Shabbona Drive) and parking is also shared between the two property owners.

Traffic to the day care center would enter the property from Somonauk Street and park in the Church's parking lot. The parking lot has approximately 29 parking spaces and two handicapped spaces (the parking lot striping is faded so it is difficult to determine the exact number of spaces). The Village's Zoning Ordinance establishes standards for the number of required parking spaces based on the type of land use. Parking for school buildings, which would include day care centers, is based on the meeting capacity of the largest single area in the school likely to be used for a meeting, or the number of classrooms, whichever is greater. In this case, there is no common meeting room for the day care operation; therefore, the parking requirement is based on the number of classrooms. The Ordinance requires one (1) parking space for each classroom. As noted above, three (3) classrooms are proposed to be used for the day care center. Therefore, only (3) parking spaces are required to conform to the Village's parking requirements. However, with six (6) teachers and parents bringing 42 potential students to the day care, the actual need for parking will be much greater. Given the operating hours of the day care center, the fact that parents will not likely park longer than it takes to drop-off or pick-up a student, and the typical use of a church building, the existing parking lot should be sufficient to meet the needs of the day care center without infringing on the operation of the church.

The Church property is located within a single family neighborhood. Single family homes are directly adjacent to the church only on the west side of the building. Single family homes are also located south of Somonauk Street. Somonauk Park is located across the access driveway east and north of the church. There is a chain link fence and a line of vegetation located on the west boundary of the Church property. The day care operator proposes to install an outdoor play area for the day care center on the west side of the building, although they may use the play equipment that is located in Somonauk Park until a new play area can be built.

Prior to the Public Hearing, Village Staff from the Departments of Community Development, Public Works, Planning, Health and Fire conducted courtesy inspections of the facility in order to allow the Church and the day care operator to understand the code issues that will have to be addressed in order for the day care center to open. While there were a number of issues that were identified, the main concerns revolve around ADA accessibility, upgrades in the restrooms to conform to code, and improvements to the parking lot. Subsequent to Plan Commission and Board consideration of this request, the property owner will be required to submit plans for renovation of those areas of the building that will be occupied by the day care center to meet all Village building, fire, and health codes. Staff in the respective departments will review and approve the plans and inspect all construction on the site to ensure compliance.

Based on the review of the site for the proposed use, Staff recommends the following conditions:

- The building must be in compliance with all building, fire and health codes related to the day care occupancy.
- The parking lot and access drive must be improved, including seal coat and re-striping.
- Approval of the conditional use will not affect the existing reciprocal use agreement between the Village and Grace United Protestant Church.

Plan Commission Action: After conducting the public hearing, the Plan Commission is asked to consider this request for a Conditional Use to permit a day care center at 266 Somonauk Street, and make a recommendation to the Board of Trustees on this request.

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A CONDITIONAL USE
FOR A DAY CARE CENTER,
LOCATED AT 266 SOMONAUK STREET,
IN THE VILLAGE OF PARK FOREST, ILLINOIS**

WHEREAS, the Village of Park Forest Zoning Ordinance (“Zoning Ordinance”) requires the individual approval of certain uses (known as “conditional uses”) in specific zoning districts after consideration by the Plan Commission and approval by the Board of Trustees; and

WHEREAS, Grace United Protestant Church (“Applicant”) has submitted an application for a conditional use in the R-1, Single Family Residential Zoning District pursuant to Section 118-53 of the Zoning Ordinance (“Application”) to allow for a day care center to be operated by Tender Touch Day Care at Grace United Protestant Church, 266 Somonauk Street, Park Forest, Illinois, P.I.N. 31-35-411-084-0000 (“Subject Property”); and

WHEREAS, on April 19, 2009, a notice of public hearing for the Application was published in the Park Forest edition of *The Southtown/Star*, a newspaper of general circulation within the Village; and

WHEREAS, the public hearing was scheduled for May 5, 2009, before the Park Forest Plan Commission (“Plan Commission”) and the Plan Commission continued the public hearing to May 19, 2009; and

WHEREAS, the Plan Commission conducted the public hearing to consider the Application on May 19, 2009; and

WHEREAS, upon the conclusion of the public hearing, the Plan Commission unanimously recommended approval of the requested conditional use, subject to the conditions set forth below; and

WHEREAS, the Mayor and Board of Trustees have determined that allowing the conditional use for a day care center serves a public purpose and will be in the best interests of the Village of Park Forest.

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

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

Section 2. Adoption of Findings and Recommendation. The findings and recommendation of the Plan Commission, together with all reports and exhibits submitted at the public hearing, are hereby incorporated by reference herein and are approved.

Section 3. Additional Finding. In addition to the findings set forth in Section 2 above, the Board of Trustees further finds that no deviations from district regulations are necessary to accommodate the conditional use.

Section 4. Conditional Use Granted. A conditional use is hereby granted to the Property Owner pursuant to the Plan Commission's recommendation and Section 118-28 of the Village Code for the operation of a day care center at the Subject Property as permitted pursuant to Section 118-53 of the Zoning Ordinance.

Section 5. Conditions of Conditional Use Grant. The conditional use granted herein is subject to the following conditions in the interest of the public health, safety and welfare as prescribed by Section 118-28 of the Zoning Ordinance:

1. **Compliance with Applicable Laws.** The Applicant shall comply with all applicable federal, state and local laws and ordinances relating to permitting, construction and similar actions.
2. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
3. **Compliance with Village Codes.** The Applicant shall ensure that those portions of the Subject Property which will be used for the day care center are in compliance with all building, fire, and health codes related to the day care occupancy.
4. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
5. **Compliance with R-1 Single Family Residential Zoning District.** The conditional use shall comply with all other applicable requirements of the R-1, Single Family Residential Zoning District.

6. Compliance with Plans. Any construction pursuant to the conditional use granted herein shall be in accordance with the plans, testimony and other evidence presented by the Property Owner at the public hearing, with the exception of minor changes that will not alter the essential character of the development as presented.

7. Conditional Use Limited to Applicant. The conditional use shall be limited to the Applicant and shall not be transferable except upon reapplication, hearing and approval in the manner provided by the Village Code.

8. Agreement to Terms of Ordinance. This Ordinance shall be signed by an authorized officer of the Property Owner to signify their agreement to the terms hereof.

9. Parking Lot. The Property Owner must improve the parking lot and access drive at the Subject Property, including seal coating and re-striping of the lot.

10. Reciprocal Use Agreement. Approval of the requested conditional use I shall not alter the existing reciprocal use agreement dated May 1958 between the Village of Park Forest and Grace United Protestant Church for the Subject Property.

11. Day Care Center Development. The day care center on the Subject Property shall be developed consistently with the attached Exhibit A.

12. Duration of Conditional Use. The conditional use granted herein shall be permitted for as long as the Subject Property is used as a day care center by the Applicant.

Section 6. Violation of Condition or Code. Any violation of (i) any term or condition set forth in this Ordinance or (ii) any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals granted in this Ordinance.

Section 7. Severability and Repeal of Inconsistent Ordinances If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All other ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Effective Date. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

PASSED this _____ day of _____, 2009.

APPROVED:

Mayor

ATTEST:

Village Clerk

ACKNOWLEDGMENT BY APPLICANT: I AGREE TO THE CONDITIONS OF THIS ORDINANCE:

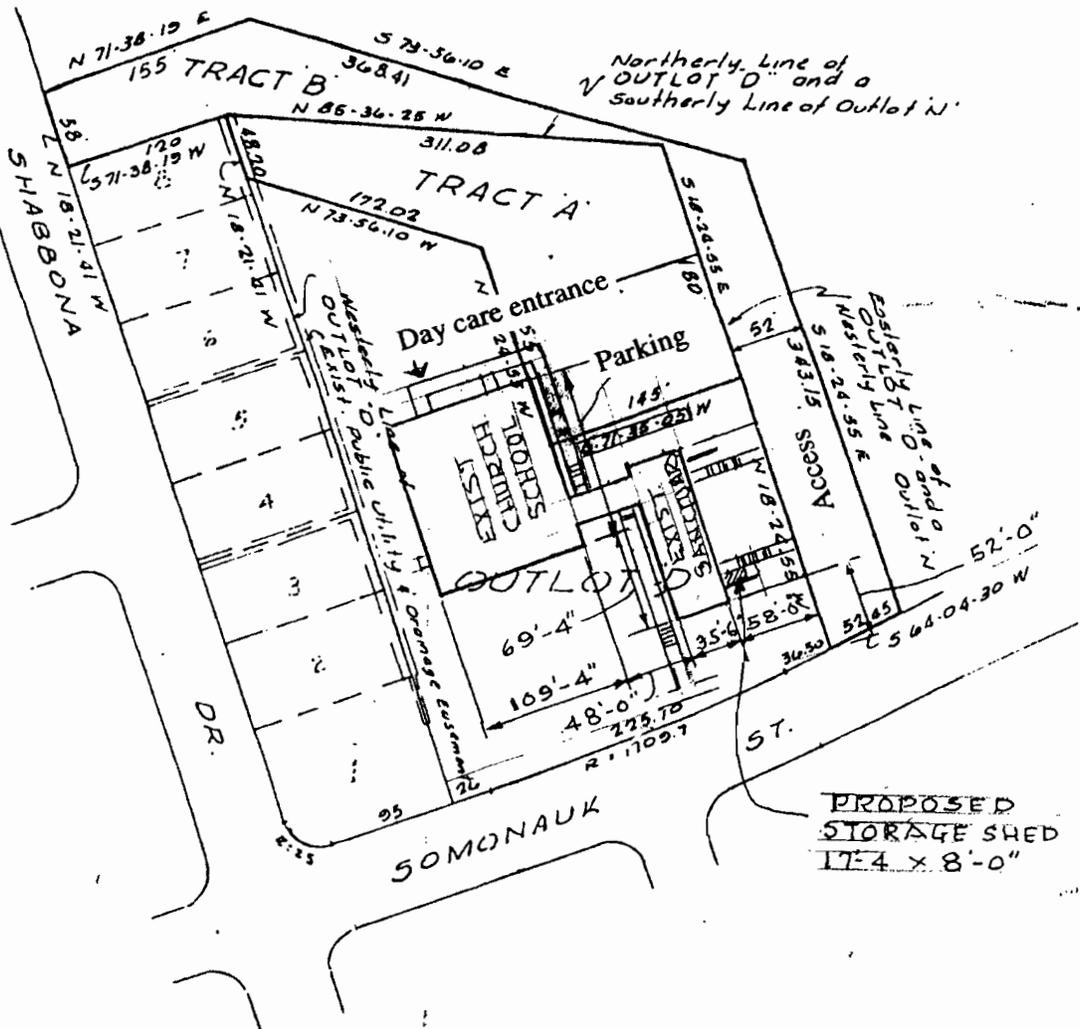
GRACE UNITED PROTESTANT CHURCH

By: Authorized Agent

Date

EXHIBIT A

10-1-100



Northerly Line of
OUTLOT "D" and a
Southerly Line of Outlot "N"

PROPOSED
STORAGE SHED
17'-4" x 8'-0"