

AGENDA

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

Village Hall

8:00 p.m.

September 29, 2009

Roll Call

1. Resolution Authorizing the Execution of a Representation Agreement Between the Village of Park Forest and Marcus & Millichap, Inc., Regarding the Property Commonly Known as 202 Forest Boulevard, Park Forest, Illinois
2. An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property Commonly Known as 309 Minocqua and Authorizing the Execution of a Settlement Agreement
3. An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property Commonly Known as 258 Arcadia and Authorizing the Execution of a Settlement Agreement

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall

AGENDA BRIEFING

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

**FROM: Sandra Zoellner
Assistant Director of Economic Development and Planning**

DATE: September 22, 2009

**RE: A RESOLUTION AUTHORIZING THE EXECUTION OF A
REPRESENTATION AGREEMENT BETWEEN THE VILLAGE OF
PARK FOREST AND MARCUS & MILLICHAP, INC., REGARDING
THE PROPERTY COMMONLY KNOWN AS 202 FOREST
BOULEVARD, PARK FOREST, ILLINOIS**

BACKGROUND/DISCUSSION:

In October 2008, the Board approved a resolution authorizing the execution of a representation agreement between the Village of Park Forest and Marcus & Millichap, Inc. In the intervening months, Marcus & Millichap promoted the property. Eleven (11) firms responded to the offering. After a vetting process, one firm was selected as the preferred buyer. The Village entered into a sales contract with the buyer. We were under contract for 4 months. During their due diligence period, they chose not to close on the deal for lack of available financing. The property was taken off market while it was under contract. The representation agreement that was approved in October 2008 expired in July 2009. Marcus & Millichap representatives believe that they can successfully reintroduce the property to market and that a new offering would be well received by buyers. Staff agrees.

Village Staff, the Village Attorney and representatives from Marcus & Millichap collaborated to craft a Representation Agreement or an exclusive authorization for them to sell 202 Forest Boulevard on the Village's behalf. Attached please find the Representation Agreement with Marcus & Millichap, which is essentially the same as the original agreement approved in October 2008. Paul Stephanides, Village Legal Counselor, has reviewed the agreement. Legal counsel to Marcus & Millichap has reviewed the agreement. Michael Marks, agent with Marcus & Millichap, will attend the Rules meeting to respond to any questions you may have of him.

Highlights of the agreement:

1. There are two distinctly different options for selling the property. Both afford the Village flexibility.
 - a. The preferred sale transaction establishes an asking price of \$495,000 for the entire property and requires the buyer to build a general use parking lot on the vacant land. In this scenario the parking lot would not be for the exclusive use of the tenants of the building.
 - b. The alternative sale transaction establishes an asking price of \$495,000 for the building, drive up, canopy and building pad site only, requiring the buyer to enter

into the Downtown Covenants and participate in paying Common Area Maintenance. With this option, the Village retains the vacant land to construct a parking lot for general use.

2. The commission is a flat \$51,000 if the sale is consummated as the preferred sale transaction. In the alternative sale transaction the commission is \$30,000.
3. The Village has the ability to reject any qualified buyer for any reason without obligation to pay Marcus & Millichap a commission.
4. Two potential buyers are listed as exclusions to the Agreement. If the Village of Park Forest opts to sell to either of these buyers, Marcus & Millichap has asked for 6% commission of the sales price to compensate for their research and marketing expenses.
5. The agreement gives Marcus & Millichap the exclusive right to sell the property for a period not to exceed 6 months, plus or minus any time there is an outstanding letter of intent.
6. Based on research and information supplied by Village staff, Marcus & Millichap prepared a detailed marketing packet.

The Economic Development Team recommends proceeding with this Representation Agreement and requests that the Board authorize the Manager to sign the Agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the Rules Meeting for discussion and on the Regular Meeting for approval on September 29, 2009.

RESOLUTION No. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A REPRESENTATION AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND MARCUS & MILLICHAP, INC., REGARDING THE PROPERTY COMMONLY KNOWN AS 202 FOREST BOULEVARD, PARK FOREST, ILLINOIS

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

Section 1. **Representation Agreement Approved.** The Representation Agreement between the Village of Park Forest and Marcus & Millichap, Inc., attached hereto and incorporated herein as Exhibit A, regarding the proposed sale of property owned by the Village of Park Forest located at 202 Forest Boulevard, Park Forest, Illinois, is hereby approved, subject to the review and approval of the Village Attorney.

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

Section 3. **Effective Date.** This Resolution shall take effect from and after its adoption and approval.

PASSED this _____ day of _____, 2009.

APPROVED:

ATTEST:

Mayor

Village Clerk

Representation Agreement
(Exclusive Authorization to Sell)

**THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.
READ IT CAREFULLY.**

The Village of Park Forest, Cook and Will Counties, Illinois (“Seller”) hereby employs Marcus & Millichap of Chicago, Illinois (“Agent”) and grants to Agent, for a period of time (the “Term”) effective on _____, 2009 and ending at midnight on _____, 2010, and subject to extension as set forth in paragraph five (5) below, the exclusive and irrevocable right and authority to sell that certain real property (the “Property”) located in Park Forest, Illinois, County of Cook, State of Illinois, and more particularly described as follows:

Chase Bank Building
202 Forest Boulevard
Park Forest, IL 60466
P.I.N.31-36-200-044-0000
1.221 acres with improved building and vacant land

The term “Property” as used herein also shall include any interest therein or in its ownership.

1) **SALE TERMS:**

- a. Purchase price: The proposed purchase price for the Property shall be, at a minimum, **Four Hundred and Ninety-Five Thousand Dollars (\$495,000)** payable at the closing and subject to conditions set forth in the Offering Memorandum.
- b. **Seller expressly reserves the right, at its sole discretion, to reject any or all expressions of interest or offers regarding the Property, and/or terminate discussions with any entity at any time with or without notice. Seller shall have no legal commitment or obligation to any person or entity that reviews any proposed offering memorandum regarding the Property or that makes an offer to purchase the Property, whether formal or informal, in writing or not in writing unless and until such offer is formally approved by Seller’s Board of Trustees and a written agreement for the purchase of the Property has been fully executed, delivered and approved by Seller and Seller’s legal counsel, and any conditions to Seller’s obligations hereunder have been satisfied or waived. Seller shall have no obligation to reimburse Agent for any expenses, costs or fees regarding the marketing of the Property for sale or preparations regarding the sale of the Property, including the preparation of any documents, unless otherwise expressly stated herein.**
- c. Cooperation: Seller shall cooperate with Agent in bringing about a sale of the Property and to refer to Agent all inquires of brokers or other persons or entities expressing an interest in the Property.
- d. Negotiation: Agent shall conduct negotiations for the sale of the Property, and negotiations shall be at the Seller’s direction and shall be subject to Seller’s approval.

- e. Designated Agent: Seller understands and agrees that salespersons affiliated with Agent, other than the Seller's Designated Agents as set forth herein, may represent the actual or prospective buyers of the Property. Further, Seller understands and agrees that if the Property is sold through the efforts of a salesperson associated or affiliated with Agent that represents a purchaser, the other sales associate affiliated with Agent will be acting as a buyer's designated agent.
- f. Buyer's agent: Seller acknowledges that potential buyers may elect to employ the services of licensed real estate brokers or salespersons as their own agent. Agent is authorized to show the Property to prospective buyers represented by buyer's agents and Agent, in its sole discretion, may pay a part of the commission to be received as provided herein to the buyer's agent or other cooperating agents. Agent is authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will offer cooperating brokers for the sale of the Property.

2) **AGENT SHALL:**

- a. Become familiar with the Property, to procure and compile any written information with respect to the Property and to make an earnest and continued effort to sell the Property pursuant to the terms set forth herein;
- b. Send information and copy of descriptive brochures, e-mail blasts and other communication to prospective purchasers of the Property, and accessing Agent's marketing platform to generate interest in the purchase of the Property;
- c. Show the Property to prospective purchasers at reasonable hours;
- d. Erect and maintain a suitable for sale sign to be located on the Property upon execution of this Agreement; and
- e. Regularly apprise Seller of its efforts to market the Property and inquiries regarding the purchase of the Property.
- f. Advise potential buyers that the Seller has a preferred sale transaction whereby a Buyer would construct a general use parking lot for use by the public at large and not for exclusive use of tenants of the building located on the Property ("Preferred Sale"). Seller's alternative proposed sale transaction is for a Buyer to purchase the building located on the Property only and not the adjoining land ("Alternative Sale"). This alternative would require a subdivision of the Property.

3) **BROKER DESIGNATION:** Agent designates the following brokers and/or salespersons employed by Agent ("Brokers") as it's Brokers pursuant to this Agreement to the exclusion of all brokers and/or salespersons employed by or affiliated with Agent to be primarily responsible for negotiations regarding the Property and the marketing of the Property: Michael Marks.

Agent may designate other Brokers employed by Agent to be primarily responsible for negotiations regarding the Property and the marketing of the Property. If other Brokers are designated pursuant to this paragraph, Seller may terminate this Agreement upon forty-eight (48) hours written notice to the address set forth in paragraph 22 below by certified mail. Any such notice shall be deemed effective on the date of mailing

4) **COMMISSION:** In consideration of the services to be rendered by Agent pursuant to this Agreement, Seller shall pay to Agent a flat commission of \$51,000 if a sale of the Property is consummated for the Preferred Sale pursuant to paragraph 2(f) of this Agreement. The commission shall be \$30,000 if a sale is consummated for the Alternative Sale pursuant to paragraph 2(f) of this Agreement. Agent shall be entitled to a commission pursuant to this paragraph upon one (1) or more of the following events:

- a. Agent procures a buyer during the Term, or any extension thereof, which is ready, willing and able to purchase the Property on the terms and conditions set forth herein or on any other terms and conditions acceptable to Seller and the sale is consummated through to closing; or
- b. The Property is sold during the Term, or any extension thereof, whether by Seller or by or through any other person or entity; or
- c. A sale of the Property is made within six (6) months after the expiration of the Term to a person or entity with whom Agent has negotiated, or to whose attention Agent has brought the Property, or who was introduced to Seller by Agent as a prospective purchaser (herein, "Prospective Purchaser"), provided that the name of any such person or entity has been submitted to Seller by delivery of a written offer to purchase the Property prior to expiration of the Term or a written notice within thirty (30) calendar days after such expiration. With respect to a sale to any such person or entity, Agent shall conclusively be deemed to be the procuring cause. The term "Prospective Purchaser" shall include that person or entity to whose attention Agent has brought the Property, as well as any partnership, joint venture, corporation, trust or other similar entity which that person or entity represents or in which it holds an ownership or beneficial interest. In the case of any sale of the Property, the commission to be paid as set forth herein shall be paid in cash at the closing. Agent acknowledges that Robert Wilcox and Matanky Realty Group have expressed interest in the property and should Robert Wilcox and/or Matanky Realty Group, or any or any wholly or partially owned or controlled subsidiary of Matanky Realty Group or successor entities of Matanky Realty Group make a bona fide and acceptable offer to the Seller, the Seller shall pay to Agent a commission equal to six percent (6%) of the purchase price.

5) **EXTENSION OF TERM:** If an agreement or letter of intent for the sale of the Property is executed by all necessary parties, and if said agreement or letter of intent is revoked, rescinded or otherwise terminated, and subsequently canceled, the Term of this Agreement shall be extended by the number of calendar days during which the sale agreement or letter of intent was in effect, whichever is longer. The maximum extension permitted hereunder shall be the number of days remaining in the Term from the date the sale agreement or letter of intent was executed,

whichever event occurred earlier. Notwithstanding the foregoing, this Agreement shall expire in all cases no later than nine (9) months after the effective date of this Agreement.

6) **TITLE:** Seller represents and warrants to Agent that fee title to Property is now vested as follows: fee simple. Seller and Agent represent that the individuals executing this Agreement on behalf of Seller and Agent are duly authorized and empowered to execute this Agreement and that the execution hereof shall not result in any breach of, or constitute a default under, any contract or other agreement to which Seller or Agent are parties.

7) **SELLER'S REPRESENTATIONS AND WARRANTIES:** Seller and Agent acknowledge that any sale of the Property shall be on an AS IS basis and, therefore, the following shall not inure to the benefit of any prospective purchaser.

- a. **Material Defects:** Seller represents and warrants that Seller knows of no material defects of the Property, including, but not limited to, energy conservation and/or safety retrofit(s) required by local ordinance as a condition of transfer. (Note any exceptions: n/a)
- b. **Compliance with Laws:** Seller represents and warrants that, to the best of Seller's knowledge, the Property and all improvements thereon are in compliance with all applicable laws, codes, regulations and other similar governmental standards and requirements and that no material structural modifications or alterations of the improvements on the Property have been made without appropriate permits. (Note any exceptions: n/a)
- c. **Flood Zone:** Seller represents and warrants that the Property is not in a flood zone as set forth on H.U.D. "Special Flood Zone Area Maps."
- d. **Hazardous Materials:** Seller represents and warrants that, to the best of Seller's knowledge, the Property is not contaminated with any hazardous materials, including, but not limited to, asbestos, PCB transformers, other toxic, hazardous and contaminated substances, and underground storage tanks. (Note any exceptions: n/a). Seller agrees to disclose to Agent and to prospective buyers any and all information, which Seller has or may acquire regarding the presence and location of any hazardous materials on or about the Property. Seller agrees to comply with the Illinois Responsible Property Transfer Act (RPTA) and other local or state provisions concerning environmental information.
- e. **Estoppel Certificates:** Seller represents and warrants that Seller shall have the sole responsibility to investigate the accuracy of information set forth in any tenant's or lessee's estoppel certificate, and Seller further represents and warrants, to the best of Seller's knowledge, that the information contained in the estoppel certificates is complete and correct.
- f. **Records, Financial Data and Marketing Assistance:** Seller agrees to furnish, to certify as true and correct, and to make available to Agent and prospective buyers all financial data, rent statements, leases and other operating records of the Property, and to provide Agent

with such assistance as Agent may reasonably request in marketing the Property. Seller agrees to refer promptly to Agent all inquiries of anyone interested in the Property.

- g. Indemnification: Seller agrees to indemnify and hold Agent harmless from and all liability, damages, losses, causes of action, or other claims (including attorneys' fees and other defense costs) arising from or asserted in connection with any incomplete or inaccurate information provided by Seller, or any material information concerning the Property which Seller has failed to disclose.
- 8) **SURVEY:** Seller shall furnish at Seller's expense, a current survey acceptable to Buyer's lender by a licensed land surveyor, showing the present location of all improvements and encroachments, if any.
- 9) **INSPECTION OF PROPERTY:** Seller agrees that Agent and its representatives shall have the right to enter upon and inspect the interior and exterior of the Property with prospective purchasers at all reasonable times.
- 10) **BEST EFFORTS:** Agent agrees to use its best efforts in attempting to affect a sale of the Property.
- 11) **DUAL REPRESENTATION: AFFILIATED BROKERS/DUAL AGENCY:** Agent is affiliated with other brokerage companies in other states. Agent shall disseminate information about the Property to such affiliated brokers, inviting the submission of offers on the Property. Seller authorizes Agent and any affiliated broker, other than any Brokers named pursuant to paragraph 3 above, to represent any prospective buyer in the acquisition of the Property, and to submit offers on behalf of such buyers. Seller understands that this authorization may result in Agent's representing both Seller and a prospective buyer, and Seller hereby authorizes and consents to such dual representation other than by any Brokers named pursuant to paragraph 3 above.
- 12) **ARBITRATION:** If a controversy arises with respect to the subject matter of this Agreement or any provision hereof, Seller and Agent agree that such controversy shall be settled by final, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 13) **ATTORNEYS' FEES:** In any litigation, arbitration or other legal proceeding which may arise between the parties hereto, the prevailing party shall be entitled to recover its costs, including costs of arbitration, and reasonable attorneys' fees in addition to any other relief to which the party may be entitled.
- 15) **EXCHANGE/LEASE WITH OPTION:** As used in this Agreement, the terms "sale," "sell" or "purchase" shall not be understood to include an exchange of the Property or a lease with an option to purchase.

16) **TAX WITHHOLDING:** Seller agrees to execute and deliver any instrument, affidavit or statement, or to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act and regulations promulgated thereunder.

17) **ADDENDA:** Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof. This Agreement expresses the entire agreement of the parties and supersedes any and all previous agreements between them with regard to the Property. There are no other understandings, oral or written, which in any way alter or enlarge the terms hereof, and there no warranties or representations of any nature whatsoever, either express or implied, except as set forth herein. Any modification of this Representation agreement will be effective only if it is in writing and signed by the party to be charged.

18) **NON-DISCRIMINATION:** Agent and Seller acknowledge that it is illegal for either Seller or Agent to refuse to lease or sell to any person on the basis of race, color, national origin, sex, marital status or physical disability.

19) **COMPLIANCE WITH LAWS:** Agent and Seller acknowledge that the provisions of the Uniform Vender and Purchaser Risk Act of Illinois and the Real Estate Settlement Procedures Act of 1974, as amended, shall be applicable to this Representation Agreement. Seller agrees to comply with applicable local ordinances relating to the sale of the Property and Seller agrees to pay all transfer taxes allocable to Seller under both local ordinance and state law and shall otherwise comply with all local and state laws.

20) **GOVERNING LAW:** This Representation Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The undersigned Seller and Agent agree to the terms and conditions set forth in this Representation Agreement, and Seller acknowledges receipt of an executed copy hereof.

21) **BROKER'S LIEN WAIVER:** Agent shall deliver to Owner in recordable form a waiver of Broker's lien rights under the Commercial Real Estate Broker Lien Act of Illinois, 770 ILCS 15/1, *et seq.* (2009), as amended, upon payment of its commission pursuant to this Agreement. If the sale transaction is closed through an escrow, the escrow agent shall be instructed by Owner to pay Agent the entire commission due upon the closing. Agent may deliver to the escrow agent a copy of this Agreement and Agent shall cooperate in delivering its lien waiver with a direction that the waiver shall not be recorded until the escrow agent is prepared to disburse the commission to Agent.

22) **NOTICE:** All notices, demands, requests for reimbursement or other communications under or in respect to this Agreement shall be in writing and shall be deemed to have been given when the same are deposited in the United States mail and sent by first class mail, postage prepaid, or by hand delivery, unless otherwise provided in this Agreement, to the party at their respective addresses as follows:

To the Seller:

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

To the Agent:

Michael Marks, Associate Vice President
Marcus & Millichap Incorporated of Chicago
333 West Wacker Drive
Suite 200
Chicago, Illinois 60606

The Parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

23) The effective date of this Agreement shall be the date of execution by Seller.

SELLER: VILLAGE OF PARK FOREST

By: Thomas K. Mick
Its: Village Manager

DATE: _____

ATTEST

By: Sheila McGann
Its: Village Clerk

DATE: _____

AGENT: MARCUS & MILLICHAP INCORPORATED OF CHICAGO

By: Michael Marks

DATE: _____

NO REPRESENTATION IS MADE BY AGENT AS TO THE LEGAL OR TAX EFFECT OR VALIDITY OF ANY PROVISION OF THIS REPRESENTATION AGREEMENT. A REAL ESTATE BROKER IS QUALIFIED TO GIVE ADVICE ON REAL ESTATE MATTERS ONLY. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

AGENDA BRIEFING

DATE: September 18, 2009

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Lawrence G. Kerestes, Director of Community Development
M. Neal Smith, Village Attorney

RE: Deeds in Lieu of Foreclosure

BACKGROUND/DISCUSSION:

The purpose of this memorandum is to describe in more detail the following attached two ordinances for passage:

- *An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property Commonly Known as 309 Minocqua, Park Forest, and Authorizing the Execution of a Settlement Agreement.*
- *An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property Commonly Known as 258 Arcadia, Park Forest, and Authorizing the Execution of a Settlement Agreement.*

For the properties at 258 Arcadia and 309 Minocqua, the Village incurred costs and expenses related to grass/weed cutting and demolition, respectively. As it is authorized to do pursuant to the Illinois Municipal Code, the Village recorded liens on both properties for the costs incurred by the Village. In order to recoup its costs, the Village filed complaints for foreclosure against each property on June 4, 2009 to foreclose on the recorded liens.

Illinois law contains a procedure that allows a property owner to convey title to his or her property to a plaintiff in a foreclosure proceeding in exchange for the plaintiff agreeing not to seek a personal judgment against the property owner. This process is known as “deed in lieu of foreclosure” and it provides a way for the parties to avoid the time consuming and expensive process of going through the courts to obtain foreclosure in the traditional manner.

By entering into a settlement agreement and accepting a deed in lieu of foreclosure from the owners of 309 Minocqua and 258 Arcadia, the Village will be able to obtain title to each property and dismiss the foreclosure complaints against those property owners. In doing so, the Village must agree that it will not seek any other relief against the property owners. If the Village does not utilize the deed in lieu of foreclosure process, it will be required to follow through with the traditional foreclosure process which will add 12 - 18 months of time to obtaining title to 309 Minocqua and 258 Arcadia.

The above-referenced ordinances authorize the Village to enter into the deed in lieu of foreclosure transaction. Because the Village is acquiring title to property, passage of an ordinance for each property is required pursuant to Chapter 2, Article I, Sec. 2-2(b) of the Code of Ordinances of the Village of Park Forest, which provides:

Sec. 2-2. Acquisition of real estate for public purposes.

(a) The president and board of trustees are given the power, pursuant to a resolution adopted by the board members then holding office, to:

(1) Acquire an interest in real estate whether by purchase, lease, gift, condemnation, dedication or otherwise, so long as such acquisition is for public purposes and necessary for the operation of the water system, sanitary sewer system, and as a part of the functions of the department of public works or the department of recreation and parks.

(2) Authorize any debt or borrowing necessary to accomplish such acquisition.

(b) The president and board of trustees are given the power to acquire an interest in real estate for any other public purpose, pursuant to an ordinance adopted by an affirmative vote of the board members then holding office, or as otherwise provided by this Code.

Once the Village has acquired title by deed in lieu of foreclosure, the Village can apply to Cook County to have the outstanding property taxes on each property declared null and void. The above ordinances make clear that the Village is taking title by deed in lieu of foreclosure. This step is important because obtaining the property by mere quitclaim deed does not allow the taxes on the properties to be voided by the County. It must be clear to Cook County that the Village took title to the property by deed in lieu of foreclosure in order to have the outstanding property taxes voided.

If you have any questions concerning these documents, please do not hesitate to contact us.

SCHEDULE FOR CONSIDERATION: This item will appear on the Board Meeting Agenda for September 29, 2009, for discussion and your consideration at Final Reading.

ORDINANCE _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A DEED IN LIEU OF FORECLOSURE FOR THE PROPERTY COMMONLY KNOWN AS 309 MINOCQUA, PARK FOREST, AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT

WHEREAS, the Village of Park Forest (hereinafter “Village”) is an Illinois Home Rule Municipality, pursuant to Article VII, Section 6, of the Constitution of the State of Illinois; and

WHEREAS, Shirley D. Fees (hereinafter “Fees”) is the owner of record of the property commonly known as 309 Minocqua, Park Forest, Illinois, PIN No. 31-35-210-040-0000 (hereinafter “Property”) and legally described as follows:

LOT 19 IN BLOCK 92 IN VILLAGE OF PARK FOREST, AREA NUMBER 4, BEING A SUBDIVISION OF THE EAST ½ OF SECTION 35, AND THE WEST ½ OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 25, 1951, AS DOCUMENT NUMBER 15107640, IN COOK COUNTY, ILLINOIS.

WHEREAS, the Village placed a lien on the Property in the amount of \$9,328.42 for demolition of the structure on the Property, outstanding water bills for the Property, the cutting of weeds on the Property and for garbage and debris removal on the Property, pursuant to Sections 11-31-1, 11-20-7, 11-20-13, and 11-139-8 of the Illinois Municipal Code, 65 ILCS 5/11-31-1, 65 ILCS 5/11-20-7, 65 ILCS 5/11-20-13 and 65 ILCS 5/11-139-9, which lien was recorded with the Cook County Recorder of Deeds as Document No. 0905647005 (hereinafter “Lien”); and

WHEREAS, on June 4, 2009, the Village filed a Verified Complaint for Foreclosure in the Circuit Court of Cook County, Case No. 09 CH 18014, to foreclose on the Lien, and named Fees and others as defendants in the matter; and

WHEREAS, Fees was served with Summons and a copy of the Verified Complaint on June 21, 2009, and thereafter contacted one of the attorneys for the Village to indicate that she was willing to terminate her interest in the Property by tendering to the Village a deed in lieu of foreclosure in exchange for the Village relieving her from any and all personal liability for payment or performance or other obligations related to the Lien; and

WHEREAS, the Village desires to accept a deed in lieu of foreclosure from Fees by warranty deed, subject to any other claims or liens affecting the Property, in substantially the form attached hereto as Exhibit

A, and pursuant to the terms of a Settlement Agreement, in substantially the form attached hereto as Exhibit B;
and

WHEREAS, general taxes and assessments for the years 2005, 2006, 2007, 2008 and 2009 are tax liens on the Property pursuant to the Illinois Property Tax Code, but pursuant to Section 21-95 of the Property Tax Code, 35 ILCS 200/21-95, when a municipality acquires property by a deed in lieu of foreclosure of a lien, all due or unpaid property taxes and existing liens for unpaid property taxes imposed or pending under any law or ordinance of the State of Illinois or any of its political subdivisions become null and void; and

WHEREAS, the Mayor and the Board of Trustees of the Village have determined that it is advisable to acquire the Property by deed in lieu of foreclosure, and that the Property is being acquired for a public purpose pursuant to Section 2-2(b) of the Village Code, and pursuant to the Village's home rule authority.

NOW THEREFORE, BE IT ORDAINED 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: The foregoing recitals are incorporated into this Section 1 by reference as though fully set forth herein.

SECTION 2: The Mayor and the Board of Trustees of the Village hereby determine that it is in the best interests of the citizens of the Village to acquire the Property via deed in lieu of foreclosure for public purposes as may be determined.

SECTION 3: The Village Manager or his designee is hereby authorized and directed to execute the Settlement Agreement in substantially the form attached hereto, subject to attorney review, and to accept the deed in lieu of foreclosure in accordance with the terms of the final Settlement Agreement, and to further execute any and all documents necessary to effectuate acquisition of the Property via deed in lieu of foreclosure.

SECTION 4: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this _____ day of _____, 2009.

APPROVED:

MAYOR

ATTEST:

VILLAGE CLERK

AGENDA BRIEFING

DATE: September 18, 2009

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Lawrence G. Kerestes, Director of Community Development
M. Neal Smith, Village Attorney

RE: Deeds in Lieu of Foreclosure

BACKGROUND/DISCUSSION:

The purpose of this memorandum is to describe in more detail the following attached two ordinances for passage:

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For the properties at 258 Arcadia and 309 Minocqua, the Village incurred costs and expenses related to grass/weed cutting and demolition, respectively. As it is authorized to do pursuant to the Illinois Municipal Code, the Village recorded liens on both properties for the costs incurred by the Village. In order to recoup its costs, the Village filed complaints for foreclosure against each property on June 4, 2009 to foreclose on the recorded liens.

Illinois law contains a procedure that allows a property owner to convey title to his or her property to a plaintiff in a foreclosure proceeding in exchange for the plaintiff agreeing not to seek a personal judgment against the property owner. This process is known as “deed in lieu of foreclosure” and it provides a way for the parties to avoid the time consuming and expensive process of going through the courts to obtain foreclosure in the traditional manner.

By entering into a settlement agreement and accepting a deed in lieu of foreclosure from the owners of 309 Minocqua and 258 Arcadia, the Village will be able to obtain title to each property and dismiss the foreclosure complaints against those property owners. In doing so, the Village must agree that it will not seek any other relief against the property owners. If the Village does not utilize the deed in lieu of foreclosure process, it will be required to follow through with the traditional foreclosure process which will add 12 - 18 months of time to obtaining title to 309 Minocqua and 258 Arcadia.

The above-referenced ordinances authorize the Village to enter into the deed in lieu of foreclosure transaction. Because the Village is acquiring title to property, passage of an ordinance for each property is required pursuant to Chapter 2, Article I, Sec. 2-2(b) of the Code of Ordinances of the Village of Park Forest, which provides:

Sec. 2-2. Acquisition of real estate for public purposes.

(a) The president and board of trustees are given the power, pursuant to a resolution adopted by the board members then holding office, to:

(1) Acquire an interest in real estate whether by purchase, lease, gift, condemnation, dedication or otherwise, so long as such acquisition is for public purposes and necessary for the operation of the water system, sanitary sewer system, and as a part of the functions of the department of public works or the department of recreation and parks.

(2) Authorize any debt or borrowing necessary to accomplish such acquisition.

(b) The president and board of trustees are given the power to acquire an interest in real estate for any other public purpose, pursuant to an ordinance adopted by an affirmative vote of the board members then holding office, or as otherwise provided by this Code.

Once the Village has acquired title by deed in lieu of foreclosure, the Village can apply to Cook County to have the outstanding property taxes on each property declared null and void. The above ordinances make clear that the Village is taking title by deed in lieu of foreclosure. This step is important because obtaining the property by mere quitclaim deed does not allow the taxes on the properties to be voided by the County. It must be clear to Cook County that the Village took title to the property by deed in lieu of foreclosure in order to have the outstanding property taxes voided.

If you have any questions concerning these documents, please do not hesitate to contact us.

SCHEDULE FOR CONSIDERATION: This item will appear on the Board Meeting Agenda for September 29, 2009, for discussion and your consideration at Final Reading.

ORDINANCE _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A DEED IN LIEU OF FORECLOSURE FOR THE PROPERTY COMMONLY KNOWN AS 258 ARCADIA, PARK FOREST, AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT

WHEREAS, the Village of Park Forest (hereinafter “Village”) is an Illinois Home Rule Municipality, pursuant to Article VII, Section 6, of the Constitution of the State of Illinois; and

WHEREAS, Rosie Garcia (hereinafter “Garcia”) is the owner of record of the property commonly known as 258 Arcadia, Park Forest, Illinois, PIN No. 32-30-207-053-0000 (hereinafter “Property”) and legally described as follows:

LOT 39 IN BLOCK 7 IN THE VILLAGE OF PARK FOREST AREA NUMBER 1, BEING A SUBDIVISION OF THE NORTHWEST ¼, AND THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF ELGIN, JOLIET, AND EASTERN RAILROAD IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 258 ARCADIA, PARK FOREST, ILLINOIS.

WHEREAS, the Village placed a lien on the Property in the amount of \$4,200.00 for the cutting of weeds and grass on the Property, pursuant to Section 11-20-7 of the Illinois Municipal Code, 65 ILCS 5/11-20-7, which lien was recorded with the Cook County Recorder of Deeds as Document No. 0915334075 (hereinafter “Lien”); and

WHEREAS, on June 4, 2009, the Village filed a Verified Complaint for Foreclosure in the Circuit Court of Cook County, Case No. 09 CH 18009, to foreclose on the Lien, and named Garcia and others as defendants in the matter; and

WHEREAS, Garcia was served with Summons and a copy of the Verified Complaint on July 27, 2009, and thereafter contacted one of the attorneys for the Village to indicate that she was willing to terminate her interest in the Property by tendering to the Village a deed in lieu of foreclosure in exchange for the Village relieving her from any and all personal liability for payment or performance or other obligations related to the Lien; and

WHEREAS, the Village desires to accept a deed in lieu of foreclosure from Garcia by warranty deed, subject to any other claims or liens affecting the Property, in substantially the form attached hereto as Exhibit A, and pursuant to the terms of a Settlement Agreement, in substantially the form attached hereto as Exhibit B; and

WHEREAS, general taxes and assessments for the years 1995, 2008 and 2009 are tax liens on the Property pursuant to the Illinois Property Tax Code, but pursuant to Section 21-95 of the Property Tax Code, 35 ILCS 200/21-95, when a municipality acquires property by a deed in lieu of foreclosure of a lien, all due or unpaid property taxes and existing liens for unpaid property taxes imposed or pending under any law or ordinance of the State of Illinois or any of its political subdivisions become null and void; and

WHEREAS, the Mayor and the Board of Trustees of the Village have determined that it is advisable to acquire the Property by deed in lieu of foreclosure of the Lien, and that the Property is being acquired for a public purpose pursuant to Section 2-2(b) of the Village Code, and pursuant to the Village's home rule authority.

NOW THEREFORE, BE IT ORDAINED 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: The foregoing recitals are incorporated into this Section 1 by reference as though fully set forth herein.

SECTION 2: The Mayor and the Board of Trustees of the Village hereby determine that it is in the best interests of the citizens of the Village to acquire the Property via deed in lieu of foreclosure for public purposes as may be determined.

SECTION 3: The Village Manager or his designee is hereby authorized and directed to execute the Settlement Agreement in substantially the form attached hereto, subject to attorney review, and to accept the deed in lieu of foreclosure in accordance with the terms of the final Settlement Agreement, and to further execute any and all documents necessary to effectuate acquisition of the Property via deed in lieu of foreclosure.

SECTION 4: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this _____ day of _____, 2009.

APPROVED:

MAYOR

ATTEST:

VILLAGE CLERK

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

Village Hall

8:00 p.m.

September 29, 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 Approving the Minutes of the Rules Meeting of May 26, 2009; the Minutes of the Regular Meeting of May 26, 2009; the Minutes of the Rules Meeting of June 1, 2009; the Minutes of the Regular Meeting of August 17, 2009 and the Minutes of the Saturday Rules Meeting of September 12, 2009
2. Resolution: A Resolution Approving an Agreement Between the Village of Park Forest, Illinois and the Illinois Fraternal Order of Police, Labor Council/FOP Lodge #163 and Authorizing the Village Manager to Execute Said Agreement
3. Resolution: A Resolution Acknowledging Governors State University's 40th Anniversary Celebration
4. Resolution: A Resolution Authorizing the Execution of a Representation Agreement Between the Village of Park Forest and Marcus & Millichap, Inc., Regarding the Property Commonly Known as 202 Forest Boulevard, Park Forest, Illinois
5. Motion: A Motion to Approve a Bid for Aqua Center Bathhouse Renovation Project
6. Appointments:

OVER

DEBATABLE:

7. Ordinance: An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property Commonly Known as 309 Minocqua and Authorizing the Execution of a Settlement Agreement (Final Reading)
8. Ordinance: An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property Commonly Known as 258 Arcadia and Authorizing the Execution of a Settlement Agreement (Final Reading)
9. Ordinance: An Ordinance Granting a Variation for Chapter 118 (“Zoning”), Article VI (“Off-street Parking and Loading”), Section 279 (“Dimensional Requirements of Parking Lots”) (First Reading)

Adjournment

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

MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees approve the Minutes of the Rules Meeting of May 26, 2009; the Minutes of the Regular Meeting of May 26, 2009; the Minutes of the Rules Meeting of June 1, 2009; the Minutes of the Regular Meeting of August 17, 2009 and the Minutes of the Saturday Rules Meeting of September 12, 2009
2. MOVED, that the Mayor and Board of Trustees adopt A Resolution Approving an Agreement Between the Village of Park Forest, Illinois and the Illinois Fraternal Order of Police, Labor Council/FOP Lodge #163 and Authorizing the Village Manager to Execute Said Agreement
3. MOVED, that the Mayor and Board of Trustees adopt a Resolution Acknowledging Governors State University's 40th Anniversary Celebration
4. MOVED, that the Mayor and Board of Trustees adopt a Resolution Authorizing the Execution of a Representation Agreement Between the Village of Park Forest and Marcus & Millichap, Inc., Regarding the Property Commonly Known as 202 Forest Boulevard, Park Forest, Illinois
5. MOVED, that the Manager is authorized to execute contracts in the amount not to exceed \$1.02M for the Aqua Center Bathhouse Renovation Project
6. MOVED, that the Mayor and Board of Trustees appoint Sheilia Whorton, 411 Winnebago St., appointed to fill an unexpired term as vice chairperson of the Economic Development Advisory Group ending December 31, 2009.

MOVED, that the Mayor and Board of Trustees appoint Diane Hill, 211 Indiana St., appointed to fill an unexpired term as chairperson of the Youth Commission ending December 31, 2009.

MOVED, that the Mayor and Board of Trustees appoint Shannon A. R. Bond, 435 Wildwood Drive, appointed to the Economic Development Advisory Group for a term ending on December 31, 2010.

MOVED, that the Mayor and Board of Trustees appoint Janice R. Thomas, 35 E. Rocket Circle, appointed to the Economic Development Advisory Group for a term ending on December 31, 2011.

MOVED, that the Mayor and Board of Trustees appoint Margaret A. Tate, 239 Indianwood Blvd., appointed to the Environment Commission for a term ending on December 31, 2010.

MOVED, that the Mayor and Board of Trustees appoint Michael Burnett, 23451 S. Western Ave., appointed to a term on the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals for a term ending on December 31, 2009.

MOVED, that the Mayor and Board of Trustees appoint Evelyn Powell, 19 Cedar St., appointed to the Senior Citizen Advisory Commission for a term ending on December 31, 2011.

MOVED, that the Mayor and Board of Trustees appoint Barbara J. Jackson, 145 Lester Road, appointed to the Youth Commission for a term ending on December 31, 2011.

MOVED, that the Mayor and Board of Trustees appoint Vernice Warren, 101 Monee Road, appointed to the Youth Commission for a term ending on December 31, 2010.

9/29/09

VILLAGE OF PARK FOREST

Village Board Rules Committee Meeting

Tuesday, May 26, 2009

Village Hall 8:00 p.m.

MINUTES

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

ABSENT: Trustee Robert McCray

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Paul Stephanides (8:17 p.m.), Police Chief Tom Fleming, Fire Chief Robert Wilcox, Director of Recreation and Parks John Joyce, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Casey Toner, SouthtownStar Newspaper

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

Mayor Ostenburg read a resolution thanking Bob Kiser for his twenty-three years of dedicated service to the Village of Park Forest beginning as a Public Works crew member and retiring as Superintendent. The Board gave Bob a round of applause as he may be watching from his home.

Manager Mick introduced the acting Public Works Superintendent Mike Carroll who has had thirty-five years of service to Park Forest. He also introduced Chuck Alexander and Debbie Camilli from Public Works.

1. Agreement for Architectural Services for Park Forest Aqua Center

Manager Mick noted that a grant was available from IDNR for the Aqua Center remodeling. Director Joyce said that Cody/Braun & Associates, Inc. will do the planning and construction for the bathhouse. To enter the agreement, they are requesting 8% of the construction costs and will provide detail building plans, construction documents, and assistance with bidding and construction administration on the project. Director Joyce noted that 8% is part of the \$800,000.

This will be on the agenda for action at tonight's regular meeting.

2. An Ordinance Amending Chapter 22 of the Village of Park Forest Related to Crime Free Housing

Manager Mick explained that the Crime Free Housing Ordinance has been in effect for a year and three months and some housekeeping matters have to be addressed. Most are self-explanatory except for page 9, in the section regarding definitions. *Calendar year* should be changed to *one year*. Chief Fleming said that a clearer time of enforcement was necessary so the ordinance could be followed through. In Section M, *tenant* was changed to *person* which then includes anyone and not limited to someone with a lease.

Mayor Ostenburg asked to for clarification about residents and visitors. Chief Fleming explained that the landlord is responsible for their tenants and their tenants' guests. There have been five hundred less calls for service this year than last and the Police Department will continue to monitor to see if that is the reason for the reduction of calls. Mayor Ostenburg noted that that this is a comprehensive and well-implemented program that is working well. He would to see regular reports made to the Board on this matter.

Trustee Kopycinski asked what if it is a family member, i.e. parent owned, and their children live without lease. Chief Fleming said that everyone plays by the same rules. If it is not owner occupied, a license is needed, and may only need an addendum signed. Chief Fleming explained that moving in with a relative does not apply; it only applies if it is in a separate unit whether or not rent is being paid.

Director Kerestes noted that inspections are made of properties and owners/landlords know the difference.

This will be on the agenda for action at tonight's regular meeting.

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)

Manager Mick explained that there have been flooding/draining issues at Juniper Towers. Public Works Director Ken Eyer noted that a solution to this problem includes easement changes. The Housing Authority of Cook County found that current storm sewers were causing this problem. They have agreed to construct, maintain, and replace the storm sewer system so the Village will avoid moving the fire training site. This will be done at no cost to the Village. The permit will pay the Village's attorney's fees.

This will be on the agenda for action at tonight's regular meeting.

4. An Ordinance Amending Chapter 18 (“Buildings and Building Regulations”) by Adding a New Article VI – Vacant Buildings

Manager Mick asked Director Kerestes to discuss the new Article VI regarding registration of vacant properties. They have been working with the attorneys on this and now bring it to the Board for discussion to decide if they should proceed. Director Kerestes said that this ordinance is another tool that addresses long-term vacant properties which is a problem in today’s economy. He gave a history of the 5,800 single family detached houses in the Village. He also mentioned that subsidized housing is not a problem in the Village due to the controls that the Board has given to the Village to monitor them. The Housing Authority of Park Forest currently has 273 vouchers for subsidized housing. Two recent trends include: banks are slower to repossess properties and formerly, properties were bought and repaired right away. Now investors are buying properties in larger numbers and not fixing them as quickly.

Director Kerestes noted that in Article VI, Section 18, after sixty days vacancy, the property is considered abandoned (not for sale or empty due to vacation) and has to be registered by owner. They must follow up with the Village as to repair plans, keep insurance current, and create a signage identification of the properties.

Mayor Ostenburg requested clarification regarding Norwood Plaza, By-Us building and the Lofts. Director Kerestes said that nothing is being grandfathered. Construction would be required or they would fall under this ordinance and would have to register. Attorney Stephanides said that any property would be obligated to register under the ordinance, come up with a plan to bring the building up to code, and get it occupied. There would be no legal complications by denying someone occupancy and also citing them for being abandoned by this ordinance. Attorney Stephanides also noted that the City of Chicago has a scale where the fee goes up if there are violations. The Village is currently only considering a flat fee of \$200.

Trustee Dillard asked who pays the fee and what does that cover. Director Kerestes said that the fee is only for registration. The owner is responsible for upkeep. Each time the building changes hands, the new owner would also have to register and provide a plan for repairs to the Village and maintain the property.

Trustee Kramer asked if this would discourage businesses. Attorney Stephanides said that this will encourage businesses because it will create a working relationship and encourage them to occupy the property.

Trustee Kopycinski wondered about a big sign drawing attention to a vacant house. Director Kerestes said this has been discussed and it is necessary to know if a property is vacant. Chief Fleming agreed. Director Kerestes said that Chief Wilcox had told him that fire personnel would take greater risks if a property was occupied as opposed to unoccupied properties.

Trustee Kopycinski asked if the ordinance could be modified when there is a death of a parent and the children live out of state. Director Kerestes said they work with each case.

Mayor Ostenburg noted that this ordinance is being discussed now. He encouraged the Board to voice their suggestions and/or revisions to Manager Mick or Director Kerestes.

There is no action on the agenda relating to this ordinance.

Mayor's Comments

None

Manager's Comments

None

Trustee's Comments

None

Attorney's Comments

None

Audience to Visitors

None

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kramer, seconded by Trustee Brandon. The motion passed by a unanimous voice vote.

Mayor Ostenburg adjourned the rules meeting at 9:05 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

**Village Board Regular Meeting
Tuesday, May 26, 2009
Village Hall 8:00 p.m.**

MINUTES

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

ABSENT: Trustee Robert McCray

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Paul Stephanides (8:17 p.m.), Police Chief Tom Fleming, Fire Chief Robert Wilcox, Director of Recreation and Parks John Joyce, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Casey Toner, SouthtownStar Newspaper

Meeting was called to order at 9:05 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann. Mayor Ostenburg led the Board and the audience in the pledge of allegiance.

Reports of Village Officers

Mayor

Mayor Ostenburg said that he, Manager Mick, and a number of other Village employees attended the International Council of Shopping Centers last week in Las Vegas. There were many productive meetings with many businesses that will allow the Village to make connections for future developments. Thanks to the staff for all their hard work in organizing and preparing for the convention.

Village Attorney

No report

Village Manager

Manager Mick stated that the ICSC gave the Village an opportunity to showcase and market the area on Main Street. There were also a number of green initiatives that will be considered for the Village. There will be two budget review sessions May 27 and May 28 at 6:30 p.m. which are open to the public. The Saturday session is tentative. T

Village Clerk

No report

Reports of Commission Liaisons and Committee Chairpersons

Mayor Ostenburg noted that he will be recommending new appointments for Boards and Commissions and also for chairs for the Commissions for Board approval after the budget process is finished.

Trustee Kopycinski said that rain barrels are available for \$49 through the Recreation and Parks Department.

Trustee Brandon thanked the Park Forest American Legion for the moving tribute at the Memorial Day ceremony. The Youth Commission met May 19 at Forest Trail Recreation Center. Volunteers are needed for Youth Day, June 20.

Trustee Dillard noted that the Plan Commission is scheduled to meet June 2. The Memorial Day Ceremony was very meaningful with former Trustee Bill Patterson as emcee.

Citizens Comments, Observations, Petitions

None

Consent Agenda

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

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.

Approval of the consent agenda was moved by Trustee Kramer and seconded by Trustee Dillard. Mayor Ostenburg asked if anyone wished any items removed from the consent agenda for further discussion. On the motion to approve the consent agenda, a voice vote was called by Mayor Ostenburg. The consent agenda was approved with the following results:

Ayes: 6
Nays: 0
Absent: 1

The consent agenda was approved with six (6) ayes, no (0) nays and one (1) absent.

Debatable Agenda

An Ordinance Amending Chapter 22 of the Village of Park Forest Related to Crime Free Housing (Final Reading)

Mayor Ostenburg called for a motion to adopt the ordinance on final reading. Motion to adopt was made by Trustee Kopycinski and seconded by Trustee Brandon. Mayor Ostenburg asked if there was any other discussion. Mayor Ostenburg asked for a role call vote by Clerk McGann. The ordinance was approved with the following results:

Ayes: 6
Nays: 0
Absent: 1

The ordinance was adopted with six (6) ayes, no (0) nays and one (1) absent.

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)

This item has had first reading and will be on agenda for action at a subsequent meeting.

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)

This item has had first reading and will be on agenda for action at a subsequent meeting.

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)

This item has had first reading and will be on agenda for action at a subsequent meeting.

An Ordinance Granting a Conditional Use for a Leasing Office for the Thorncreek Townhomes, located at 3324 Western Avenue (First Reading)

This item has had first reading and will be on agenda for action at a subsequent meeting.

An Ordinance Granting a Conditional Use for a Day Care Center, located at 266 Somonauk Street (Grace United Protestant Church) (First Reading)

This item has had first reading and will be on agenda for action at a subsequent meeting.

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

Mayor Ostenburg adjourned the meeting 9:24 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Rules Committee Meeting

Monday, June 1, 2009

Village Hall 8:00 p.m.

MINUTES

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

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Sandra Gadola, Police Chief Tom Fleming, Fire Chief Robert Wilcox, Director of Recreation and Parks John Joyce, Director of Public Health Christine Blue, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Jim Moran and Salenas Sota, of Foresite Realty Management; members of the Grace United Protestant Church; and Ed Fischer

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

1. Fiscal Year 2009/2010 Budget Presentation

Mayor Ostenburg presented the 2009/2010 Budget with a thorough PowerPoint presentation. This included an overview of the year-long budget process, budget purpose, financial issues and challenges, Vision for 2012, property tax allocation, and Village organizational chart. The conclusions of the budget included the following:

- The budget is balanced
- Board goals are included
- Adapts to economic conditions
- Includes major infrastructure improvements
- Continues major economic development initiative
- Includes housing/quality of life and marketing initiative
- Keeps the village on track for its vision for 2012.

Trustee Kopycinski noted that supervisory employees are taking a 0-2% salary increase for FY09-10.

The public hearing for the 2009/2010 Budget is scheduled for Monday, June 8 and will be on the agenda for final reading at the June 22 regular meeting.

2. An Ordinance Granting a Conditional Use for a Day Care Center, located at 266 Somonauk Street (Grace United Protestant Church)

Director Kingma stated that the Plan Commission had a public hearing considering this request at their meeting on May 19 and recommends approval with several 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 between the Village and Grace United Protestant Church.

Mayor Ostenburg asked if everything is on target for approval before the opening day of August 1. Director Kingma answered yes, but still had some questions about the restrooms and accessibilities. Mayor Ostenburg suggested a timeline might be helpful to keep them on target for August 1 opening.

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

3. An Ordinance Granting a Conditional Use for a Leasing Office for the Thorncreek Townhomes, located at 3324 Western Avenue

Director Kingma gave some background regarding the request from two years ago. At that time, the owners did not meet the conditions that were recommended by the Plan Commission and the Board denied the request for conditional use. Currently, the property is in receivership and being managed by Foresite Realty Management. At this time, the Plan Commission believes that the requests will be met. The requests include:

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.

Director Kingma indicated that representatives from Foresite Realty Management have made contacts with the necessary parties to comply with each of the requests.

Mayor Ostenburg asked if the new parking lot area is currently grass with a ramp. Director Kingma indicated that the area is currently grass and there will be a ramp.

Manager Mick noted that the upgrade to 100 amp service was something resulting from the neighborhood meetings. The public felt that 100 amp service should be required at the time of sale so the buyer would not have to replace a 60 amp service to meet current electrical demands at their expense. The code change was necessary.

Trustee Brandon asked about the timeframe for the basic work done that would allow for occupancy.

Jim Moran, Foresite Realty, answered that they have a plan in place and are waiting for approval.

Salenas Sota, Foresite Realty Management, noted that the company is not in receivership but in ownership. When asked by Manager Mick if it would be a long term ownership, Ms. Sota said they are currently taking care of violations so it can be leased and can't answer that question now.

This will be on the agenda for action at the next regular meeting.

4. 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)

5. 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)

6. 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

Mayor Ostenburg said that these three items will be considered at one time. Director Dankowski noted that federal stimulus money can be distributed to shovel ready projects such as these three on the agenda. The IEPA loan allows for 25% forgiveness and 0% financing of the loans. The first project, sewer rehab, would save the Village \$463,000 over the life of the loan. The second sewer project would allow for \$346,150 savings over the life of the loan with the life of the loan at twenty years. The third project, water main replacement, would save the Village \$1.7 million over the life of the loan. The applications are in place but have not received approval as yet.

These items will be on the agenda for action at the next regular meeting.

Mayor's Comments

Mayor Ostenburg noted that Steve Larson is the new president and CEO of Baxter and Woodman with whom the Village has enjoyed a good working relationship.

Manager's Comments

Manager Mick announced that there will be a public hearing for the 2009-2010 Budget Monday, June 8 with final adaption Monday, June 22. The full budget is available in the clerk's office, at the library, and on-line.

There will be a Special Rules meeting Thursday, June 4 with the Environment Commission to examine opportunities to become a greener community. Manager Mick noted various activities and workshops taking place in the Village.

Trustee's Comments

Trustee O'Neill said that Economic Development Advisory Group will meet June 3.

Trustee Kopycinski noted that rain barrels in various colors are available for \$49 through Environment Commission and the Recreation and Parks Department. The Environment Commission will have a joint meeting with the Board on June 4 to discuss a sustainability plan.

Trustee Dillard said that the Plan Commission has completed many projects this year and will not meet Tuesday, June 2.

Trustee Dillard noted that Youth Day is June 20 and the Youth Commission will meet Tuesday, June 2. The summer reading program at the Park Forest Library begins this week for both children and adults.

Trustee Kramer announced that the Senior Commission will meet Thursday, June 4.

Trustee McCray noted that the Library meeting with the contractors for bids scheduled last week will be rescheduled.

Attorney's Comments

Attorney Sandra Gadort noted that there is a full rewrite to the Freedom of Information Act that will affect municipalities. There are several major components and the village attorneys have put together an analysis of the bill which will be sent to the Board this week.

Village Clerk

No report

Audience to Visitors

None

There being no further business. Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kramer, seconded by Trustee Brandon and passed unanimously. Mayor Ostenburg adjourned the rules committee meeting at 9:29 p.m.

Respectfully submitted, Sheila McGann Village Clerk

VILLAGE OF PARK FOREST

**Village Board Regular Meeting
Monday, August 17, 2009
Village Hall 8:00 p.m.**

MINUTES

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

ABSENT: Trustee Georgia O'Neill

STAFF IN ATTENDANCE: Village Manager Tom Mick, Police Corporal Scott Sheets, Director of Recreation and Parks John Joyce, Director of Public Health Christine Blue, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Assistant to the Village Manager Denyse Carreras, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Todd Hoffman and Louis Haussmann from Baxter and Woodman; and John and Betty Weber.

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

Reports of Village Officers

Mayor

Mayor Ostenburg had no report

Village Manager

Manager Mick reported that the 26th Annual House Park Forest Area League of Women Voters house tour will be held on Sunday June 6, 2010. He noted that Strategic Planning Sessions will begin for the 2010-2011 budget with a financial update on Saturday, October 3, a lecture with Dr. Paul Craig on Tuesday, Oct 6, and a budget update on Saturday, October 31 at 9:00 am. A joint meeting will be held with School District 163 on September 24 and an executive session regarding a personnel matter and setting the sale price of real estate.

Village Clerk

Clerk McGann had no report.

Reports of Commission Liaisons and Committee Chairpersons

Trustee Brandon reported that the Youth Commission met August 11 and that Chairperson Christine McNutt resigned as Chair. The Cable Commission will meet on Wednesday, August 19. Mayor Osteburg noted that in the absence of a chairperson, the vice chair becomes the chair in the interim and the vice chair runs the meetings. When an appointment is made, it must be ratified by the Board.

Trustee Kopycinski noted that the Human Relations Commission met last week. He saw a film, "9500 Liberty," that he recommends as a good lesson for policy makers and will recommend it to the Human Relations Commission.

Citizens Comments, Observations, Petitions

John Weber, 236 Monee Road. Mr. Weber had comments regarding a tax on his Nicor bill.

Mayor Osteburg noted matters like these are not resolved at Board Meetings. Manager Mick and staff will review the matter, report to the Board, and a decision will be made. Items on the agenda are issues that have worked on months in advance.

Consent Agenda

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

- 1. Approve the minutes of the Rules Meeting of December 1, 2008; the Minutes of the Saturday Rules Meeting of July 11, 2009; the Minutes of the Rules Meeting of July 13, 2009 and the Minutes of the Rules Meeting of August 10, 2009**
- 2. Approve a Resolution Approving a Site Lease with Option Agreement Between the Village of Park Forest and Denali Spectrum Operations, LLC**

Approval of the consent agenda was moved by Trustee Kramer and seconded by Trustee Dillard. Mayor Osteburg asked if anyone wished any items removed from the consent agenda for further discussion. On the motion to approve the consent agenda, a voice vote was called by Mayor Osteburg. The consent agenda was approved with the following results:

Ayes: 6
Nays: 0
Absent: 1

The ordinance was adopted with six (6) ayes, no (0) nays and one (1) absent.

Debatable Agenda

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

3. An Ordinance Amending Chapter 54, Article V, Discriminatory Real Estate and Housing Practices of the Code of Ordinances (Final Reading)

Approval of this ordinance was moved by Trustee Kramer and seconded by Trustee Dillard. Mayor Ostenburg asked if there were any questions or comments. Trustee Kramer asked if there is anything that prohibits a landlord from considering the amount of income from a potential tenant. Director Kingma noted that a landlord can't discriminate from a source of income. Mayor Ostenburg said this is the standard. The landlord has to be assured that he/she can protect the investment.

On a roll call vote called by Clerk McGann, the ordinance was approved with the following results:

Ayes: 6

Nays: 0

Absent: 1

The ordinance was adopted with six (6) ayes, no (0) nays and one (1) absent.

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

Mayor Ostenburg adjourned the meeting at 8:22 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

**VILLAGE OF PARK FOREST BOARD OF TRUSTEES
SATURDAY RULES MEETING
SEPTEMBER 12, 2009**

PRESENT: Village Trustees Ken Kramer, Georgia O'Neill, Gary Kopycinski (arrived 10:10 a.m.); Village Manager Tom Mick, Director of Economic Development and Planning Hildy Kingma
ABSENT: Village Mayor John Ostenburg; Village Trustees Mae Brandon, Bonita Dillard, Robert McCray

Trustee Kramer called the meeting to order at 10:05 a.m.

Village Manager Mick discussed upcoming Village events.

Ms. Kingma will have staff look into lapel pins with the new logo.

Ms. Kingma updated the Board regarding NSP (Neighborhood Stabilization Program) events. The South Suburban Housing Collaborative's application to the State consists of 12 communities. (It increased to 21 communities for the County application.) The SSHC plus four supporting communities filed with the State for a \$45 million grant. The Village would earmark funds to landbank 30 houses in Eastgate plus ten homes south of Sauk Trail (vacant foreclosed homes which would be rehabbed and then owner-occupied). The Village has partnered with Habitat for Humanity for this project. However, none of the communities in the SSHC were slated to receive grant funds. An appeal was filed and no funds were distributed. The State's emphasis seems to be homeless programs even though the focus of NSP is to fund home ownership. Governor Quinn canceled a scheduled press conference to announce the funding while the wheels are in motion to make corrections for the SSHC funding oversight.

There was discussion regarding the need for Board members to have an ongoing dialog with elected officials regarding the needs of Park Forest.

The next business breakfast will be either October 22 or November 5.

Matanky Realty is pursuing new options for the grocery store. Someone is coming next week to look at the property. Another possibility is for Emporium Liquors to be a grocery store that sells liquor. Although Orchard Fresh has closed, one positive is that the changes that have been made will make the property easier to redevelop. Included in the incentive to Matanky was that the grocery store had to remain open for five years, and that if it closed it had to reopen within one year. No incentive payment has been made to Matanky.

No other issues were discussed. Trustee Kopycinski moved to adjourn. Trustee O'Neill provided a second. All in favor. The meeting adjourned at 11:05 a.m.

Respectfully submitted,
Dolores DuBois, Recorder

VILLAGE OF PARK FOREST

MEMORANDUM

TO: John A. Ostenburg, Mayor
Board of Trustees

FROM: Thomas K. Mick,
Village Manager

DATE: September 22, 2009

RE: A Resolution Approving An Agreement Between the Village of Park Forest, Illinois and the Illinois Fraternal Order of Police, Labor Council/FOP Lodge #163 and Authorizing the Village Manager to Execute Said Agreement

BACKGROUND/DISCUSSION:

The Village of Park Forest Staff has undergone the arduous task of negotiating a new Police Department collective bargaining unit with the Illinois Fraternal Order of Police, Labor Council/FOP Lodge #163. The new agreement is retroactive to July 1, 2008 and runs through June 30, 2011. The Village's management team for the negotiations included Assistant to the Village Manager/Personnel Director Denyse Carreras, Police Chief Tom Fleming, and Deputy Police Chiefs Cliff Butz and Mike McNamara. The Village was aided in its negotiating efforts by Attorney John Murphy. The terms of the new agreement (attached) were presented to the Village Board in Executive Session on September 14, 2009. The final document, as attached, has been ratified by the FOP Lodge #163.

SCHEDULE FOR DISCUSSION:

This matter will be on the Consent Agenda of the September 29, 2009 Regular Meeting for Board consideration and approval.

RESOLUTION No. _____

A Resolution Approving An Agreement Between the Village of Park Forest, Illinois and the Illinois Fraternal Order of Police, Labor Council/FOP Lodge #163 and Authorizing the Village Manager to Execute Said Agreement

WHEREAS The Village of Park Forest and the Park Forest Police Union negotiated a labor contract that was approved, in substance, by the Board of Trustees and formally ratified by the Illinois Fraternal Order of Police, Labor Council/FOP Lodge #163; and

WHEREAS the duration of the agreement is from July 1, 2008 through June 30, 2011; and

WHEREAS said agreement has been prepared and presented to the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the Agreement between the Village of Park Forest and the Illinois Fraternal Order of Police, Labor Council/FOP Lodge #163 is hereby approved.

BE IT FURTHER RESOLVED that the Village Manager is authorized to execute said agreement on behalf of the Mayor and Board of Trustees.

ADOPTED this _____ day of September 2009.

APPROVED:

ATTEST:

Mayor

Village Clerk



AGREEMENT

DATED

JULY 1, 2008 ENDING JUNE 30, 2011

by and between



PARK FOREST
POLICE

PATROL AND CORPORALS

AND



**LABOR COUNCIL/
F.O.P. LODGE #163**

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PREAMBLE

This agreement is entered into by and between Village of Park Forest, an Illinois municipal corporation (herein referred to as the "EMPLOYER" or "VILLAGE") and the Fraternal Order of Police, Lodge No. 163/Illinois Fraternal Order of Police Labor Council, (hereinafter referred to as the "LODGE").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Lodge representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Lodge to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees wages, hours and working conditions.

In consideration of mutual promises, covenant and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE I - RECOGNITION/SCOPE

1.1 RECOGNITION.

The Employer hereby recognizes the Lodge as sole and exclusive collective bargaining representative for all full-time sworn police officers below the rank of Sergeant excluding any Arson Investigator assigned to the Fire Department and any supervisory, confidential or managerial employees as defined by the Illinois Public Labor Relations Act and all other employees of the Village. When used herein the terms "employee" or "officer" shall mean members of the bargaining unit.

1.2 SCOPE.

The parties agree to bargain collectively and to negotiate in good faith with respect to wages, hours, and other conditions of employment as required by the Illinois Public Labor Relations Act.

ARTICLE II - NON DISCRIMINATION

2.1 NON-DISCRIMINATION.

Neither the Village nor the Lodge shall discriminate against any employee in a manner which would violate any applicable law because of race, creed, color, national origin, age, sex or sexual orientation.

2.2 FREEDOM TO JOIN AND FAIR REPRESENTATION.

Neither the Village nor the Lodge shall interfere with the rights of employees to become or refuse to become members of the Lodge and there shall be no discrimination against any such employee because of lawful Lodge membership or non-membership activity or status. The Lodge recognizes its responsibility as bargaining agent and agrees to represent fairly all employees in the bargaining unit.

ARTICLE III - MANAGEMENT RIGHTS

3.1 GENERAL RETENTION.

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its aspects and to manage and direct its employees including, but not limited to, the rights to determine its mission, policies and to set forth all standards of service offered to the public; the right to plan, direct, control and determine the operation or services to be conducted by the employees; the right to determine the method, means and number of personnel needed to carry out the Village's mission; the right to direct the workforce; the right to hire, assign or transfer employees within the police department or other police related functions; the right to promote, suspend discipline or discharge for just cause (probationary employees without cause); the right to layoff or relieve employees due to lack of work or other legitimate reasons; the right to make, publish and enforce rules, regulations, orders and policies; the right to evaluate work performance; the right to introduce new or improved methods, equipment or facilities; the right to contract out for any work, goods or services; the right to schedule and assign work including overtime.

3.2 AUTHORITY OF COMMISSION/DISCIPLINE.

Except as otherwise provided herein, nothing in this Agreement is intended to replace or diminish the lawful authority of the Board of Fire and Police Commissioners of the Village.

3.2.1 GENERAL.

The following procedures will apply only to those employees who have successfully completed the probationary period set forth in Section 3.3.

In the event an employee is suspended by the Chief pursuant to his authority to suspend for 5 days or less, the employee's sole means of appeal is to the Village Board of Fire and Police Commissioners. In the event the Chief files charges with the Board of Fire and Police Commissioners seeking discipline in excess of 5 suspension days, the employee shall have the option of having the discipline finally

adjudicated through the statutory BFPC process or through the grievance arbitration process in the manner provided for below.

3.2.2. PROCESS.

(i) When the Chief files charges with the BFPC seeking discipline in excess of a 5-day suspension, the employee shall have 7 calendar days after receipt of the charges to determine whether to have the matter adjudicated by the BFPC or through the grievance arbitration process. Failure to timely opt for the grievance arbitration process shall be conclusively determined to be consent to the BFPC process. The determination shall be in writing and filed with the office of the Chief.

(ii) In the event the employee timely opts for the grievance arbitration process, the Chief shall have 14 days thereafter to impose such discipline as the Chief deems appropriate. Thereupon, the grievance shall proceed directly to arbitration in accordance with Section 7.2.5 (Step 5) of this Agreement. By opting for arbitration, the employee waives resort to the BFPC.

3.3 PROBATIONARY PERIOD.

The probationary period shall be a 12-month period commencing on the officer's first day of assigned duty after completion of basic training at the academy. In the event that due to illness or injury a probationary employee is unable to work for a period in excess of 30 work days, then the probationary period may be extended for a period of time equal to the total number of days that the probationary employee was unable to work.

3.4 NO STRIKE.

Neither the Lodge nor its agents or any employees, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike or any interference with the work and statutory functions or obligations of the Village. Neither the Lodge nor any officer shall refuse to cross any picket line. Nothing contained herein shall limit the right of the Village to obtain judicial restraint or other relief in the event of a violation of this Section 3.4. Any employee who violates this Section 3.4 shall be subject to discipline including discharge.

ARTICLE IV - DUES DEDUCTION AND FAIR SHARE

4.1 DUES DEDUCTION.

Upon receipt of a signed authorization from an employee, the regular monthly Lodge dues will be withheld from the employee's paycheck. Such dues deduction shall be made twice each month in a uniform amount. An appropriate Lodge officer shall annually certify to the Village the amount of the uniform dues to be deducted. Deductions shall be made from 24 paychecks per year and remitted to the FOP

Council. An employee may revoke authorization for dues withholding by submitting a written notice of revocation to the Village with a copy to the Lodge. Such revocation will not be effective until the end of the month following the month in which it is received. The Lodge agrees to indemnify the Village and hold it harmless against any and all claims, demands, justification or other forms of liability that may arise from or be in any way connected with any action taken by the Village for the purpose of complying with the provisions of this article.

4.2 FAIR SHARE.

No employee shall be required to join the Union as a condition of continued employment. Commencing 30 days from the date of this Agreement, employees who are not members of the Union shall pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided said fair share fee shall not exceed the dues attributable to being a member of the Union. These fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as dues payments. The Union shall periodically submit to the Village a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee should be uniform for each employee subject to the obligation to pay a fair share fee. The Union may change the fixed uniform dollar amount that will be considered the regular monthly fair share fee once each calendar year during the life of this Agreement. The Union will give the Village thirty (30) days notice of any such change in the amount of the fair share fee.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court with respect to the constitutional rights of fair share payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of the same by an independent auditor.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share payors can object to the amount of the fair share fee.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of their fair share fee.

It is specifically agreed that any dispute concerning the amount of fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Non-members who object to this fair share fee-based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

The Union shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not-taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

ARTICLE V - IMPASSE RESOLUTION

5.1 BARGAINING IMPASSE.

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, 5 ILCS 315/1 et seq., as amended.

ARTICLE VI - LABOR-MANAGEMENT MEETINGS

The Lodge and Employer agree that in the interest of harmonious employee relations it may be desirable that meetings be held between Lodge representatives and administrative representatives of the Village. Such meetings may be held when mutually agreed to between the Lodge and the Chief of Police. It is expressly agreed and understood that such meetings shall be exclusive of the grievance procedure and that no negotiations for the purpose of changing any provision of this Agreement shall be carried on at such meetings. Attendance at such meetings is voluntary, shall not be considered time worked and shall in no way interfere with any on duty time of any employee provided, however, that

the Chief of Police may, in his/her discretion, allow an on-duty employee to attend without loss of pay.

ARTICLE VII - GRIEVANCE PROCEDURES

7.1 DEFINITION OF GRIEVANCE.

A "grievance" is defined as a dispute or difference of opinion between an employee or the Union and the Village involving the alleged violation or misinterpretation of the express terms of this Agreement, it being expressly understood that except as authorized in this agreement, any dispute or disagreement concerning a matter or issue subject to the jurisdiction of the Park Forest Board of Fire and Police Commissioners shall not be a grievance under this agreement.

7.2 GRIEVANCE PROCEDURE.

All the time limits consist of business days (Monday through Friday, excluding holidays). Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten days of the occurrence of the event giving rise to the grievance or within ten days from the time the grievant obtained knowledge or should have reasonably known of the event giving rise to the grievance. The parties hereto acknowledge that it is usually best for an employee and the employee's immediate supervisor to resolve problems through informal verbal discussion. An attempt shall, therefore, be made to resolve any problem informally by discussion between those involved. If a grievance cannot be resolved informally, it shall be processed in the following manner:

7.2.1

STEP 1. An employee who has a grievance must submit the grievance in writing to the employee's shift or Sergeant (Watch Commander) within ten days of the occurrence of the event giving rise to the grievance. The grievance shall state the specific provision(s) of this Agreement allegedly violated or misinterpreted, contain a statement of the facts and the relief requested. The Sergeant shall provide a written response to the grievant within 15 days of receipt of the written grievance.

7.2.2

STEP 2. If not resolved at step one, the grievant may submit the written grievance to the Captain within 15 days of receipt of the step one decision. The Captain shall attempt to resolve the grievance and shall provide the grievant with a written response within 15 days of receipt of the grievance.

7.2.3

STEP 3. If the grievance is not resolved at step two, the grievant may, within 15 days of receipt of the step two decision, submit the grievance to the Chief of Police. The written grievance shall be submitted to the Chief along with a specific statement of the reasons why the grievant believes that the decision of the Captain was not correct. The Chief of Police or his designee shall investigate the grievance and shall schedule a meeting with the employee within 10 days of his receipt of the grievance. At this meeting the Chief and any other persons desired by the Chief shall discuss the grievance with the grievant and any Lodge or other representative requested by the grievant. The Chief of Police will provide the grievant with a written decision within 10 days of the meeting.

7.2.4

STEP 4. If the grievance is not resolved at step three and the grievant wishes to appeal; the grievant shall submit the grievance to the Village Manager within five days of the receipt of the step three decision. The Village Manager or designee and the grievant shall schedule a meeting at a mutually agreeable time to discuss the grievance and attempt to resolve it. At this meeting the Village Manager or designee and the grievant may bring representatives of their choice and persons having knowledge of facts pertinent to the grievance. The Village Manger shall render a written decision to the grievant within 15 days of the date of this meeting.

7.2.5

STEP 5. If the grievance is not settled at step four, the grievant may refer the grievance to arbitration within 15 days of the date of the Village Manager's decision. The parties shall attempt to agree upon an arbitrator within five calendar days after receipt of notice of referral. In the event the parties cannot agree upon an arbitrator, they shall immediately jointly request the Federal Mediation Conciliation Service to submit a panel of arbitrators. The parties agree to use the American Arbitration Association Voluntary Rules to govern the arbitration. The arbitrator shall have no right to either amend or recommend amendments, modifications or nullifications of any provisions of the contract. Moreover, the arbitrator shall have no power to ignore, add to or subtract

from provisions of the agreement. The arbitrator shall consider and make a decision only with respect to the specific issue or issues submitted and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall submit in writing his/her decision within 30 calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later, unless the parties have agreed to a written extension thereof. The decision of the arbitrator shall be based solely upon interpretation of the meaning or obligation of the express terms of this Agreement as applied to the facts presented. A decision rendered consistent with the terms of this Agreement shall be binding on the parties.

7.2.6 FEES AND EXPENSE OF ARBITRATION.

The fee of the arbitrator and court reporter, if any, shall be equally shared by the parties. All other expenses including compensation for witnesses or representatives shall be borne by the party incurring them.

7.3 BYPASSING STEPS.

Any Step of the grievance procedure may be bypassed and the grievance brought directly to the next step only upon the mutual written agreement of parties.

7.4 LODGE REPRESENTATION.

Commencing at Step 3, the grievant may have a Lodge Representative at meetings/hearings conducted under this Article and the Lodge Representative shall, with prior approval of the Chief of Police, be given reasonable time while on duty to attend such meetings/hearings.

7.5 EXTENDING TIME LIMITS.

The time limits set forth in the grievance procedure may be extended only upon the mutual written agreement of the parties.

ARTICLE VIII - HOURS AND OVERTIME

8.1 WORK PERIOD/NORMAL WORKWEEK AND WORKDAY.

The regular work period for each employee is established as a regular recurring period of 28 consecutive days. The beginning date of this regular work period may be changed by the Village provided the change is intended to be permanent at the time it is made. Within an established work period, the normal workweek shall consist of 40 hours per week. The normal workday may consist of ten (10) hours, eight (8) hours, or some other combination as determined by the Chief of Police to be in the best interest of the Village and the Department. The normal

workweek shall commence at the first regularly scheduled duty day in any seven (7) consecutive day period which may begin on any day of the calendar week and enter into the next calendar week. Work schedules for each calendar year (January 1st through December 31st), shall be posted by December 1st of the preceding year. The posted work schedule shall be subject to the discretion of the Chief of Police. There shall be a minimum of sixty (60) calendar days notice of any change in the permanent schedule format.

8.2 OVERTIME PAY.

Each employee shall be paid one and one-half his/her regular straight time hourly rate of pay for all hours of work in excess of the employee's regularly scheduled work hours within each seven (7) day work week (Sunday through Saturday). Hours of work for overtime calculation include all time that an officer is required to be on duty and actually works including the 30 minute meal period allowed during each shift of eight or more hours provided, however, that "hours of work" for overtime calculation shall also include time that an officer would be scheduled to work but does not actually work due to: (a) the use of paid vacation; (b) the use of compensatory time; or (c) the occurrence of a holiday.

8.3 COMPENSATORY TIME.

An officer may elect to have earned overtime credited to a compensatory time-off account rather than to be paid for such overtime. No officer shall be allowed to accumulate over 200 hours of compensatory time. Compensatory time shall be paid at the rate of one and one-half hours for each overtime hour worked over the employee's regularly scheduled work hours within each seven (7) day work week (Sunday through Saturday). Compensatory time may be taken at such times and in such blocks as are mutually agreed upon between the officer and the appropriate shift Commander. The approval or denial shall be given the officer within seventy-two (72) hours of submission and receipt by the shift Commander. Once approved, compensatory time shall not be canceled, except in exigent circumstances or with mutual consent and shall be posted on the current schedule. An officer may turn in accumulated compensatory time in such blocks as are mutually agreed upon between the officer and the Chief or his/her designee and in return the officer shall receive pay for each hour turned in at the officer's current regular hourly rate.

8.4 COURT TIME.

Time in court (including travel to and from court, from the police station) pursuant to job duties and which would otherwise be off-duty shall be compensated in the same manner as regular on-duty time. A minimum of two (2) hours shall be paid for local court and a minimum of two (2) hours shall be paid for court outside of the Village.

8.5 CALL-BACK.

A Call Back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. A Call Back shall be compensated in the same manner as regular on-duty time provided, however, that any call back shall be compensated at a minimum time of two hours.

8.6 TRAINING TIME.

Ordered training time when scheduled on off duty time shall be paid by compensatory time at the rate of one and one-half hours for each hour of actual training time or at the option of the officer it shall be paid under Section 8.2. Ordered training time when scheduled on off duty days shall be for no less than six hours.

8.7 FIELD TRAINING OFFICER PREMIUM.

Field Training Officers shall receive one hour of additional overtime pay for each eight hour shift or part thereof, that they are assigned with an employee that requires field training.

8.8 REQUIRED OVERTIME.

The Chief of Police or designee shall have the right to require overtime work.

8.9 NO PYRAMIDING.

Compensation in any form shall not be paid more than once for the same hours of work.

ARTICLE IX - SENIORITY

9.1 DEFINITION.

For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous full-time service since the employee's last date of hire excluding time off due to layoff or any other unpaid leave of absence which exceeds 30 consecutive days of absence unless otherwise agreed by the Village.

9.2 SENIORITY LIST.

The Village shall maintain a current seniority list. This list shall be made available to the FOP within 30 days after the execution of this Agreement. Any alleged error in the list must be brought to the attention of the Chief of Police within 30 days after the list has been made available to the FOP.

9.3 TERMINATION OF SENIORITY.

Seniority and employment shall be terminated when an employee:

9.3.1

quits; or

9.3.2

is discharged for cause; or

9.3.3

is absent for three consecutive days without authorization by the Village; or

9.3.4

is laid off and fails to notify the Department in writing of intent to return to work within five working days after recall or fails to report back for duty within 30 days after the date of notification of intent to return; or

9.3.5

does not report to work within 96 hours after the completion of an authorized leave of absence; or

9.3.6

retires or is retired.

ARTICLE X - LAYOFF AND RECALL

10.1 LAYOFF.

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that the force of the Police Department is to be reduced and employees covered by this Agreement are involved, such employees shall be laid off according to their seniority in accordance with the provisions of 65 ILCS 5/10-2.1-18.

10.2 RECALL.

Employees who are laid off shall be placed on a recall list. If there is a recall, employees on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified to perform the work

to which they are recalled. Written notice of any recall shall be given to eligible employees by certified mail, return receipt requested, to the mailing address last provided by the employee. It is the responsibility of the employee to provide the Chief of Police or designee with the employee's latest mailing address. The employee must give written notice of intent to return to work within 10 days of the mailing of the recall notice. The failure of an employee to timely respond to a recall notice shall cause his/her name to be removed from the recall list.

ARTICLE XI - LEAVES OF ABSENCE

11.1 SICK LEAVE.

It is understood by the parties that sick leave is provided for personal illness or serious illness in the immediate family, such that the employee cannot work without risk to his/her health or risk to the proper care of an immediate family member. The parties agree that any abuse of sick leave is a serious offense and the Lodge agrees to cooperate in the elimination of any such abuse. Any abuse of sick leave shall subject the employee to appropriate discipline. Employees shall earn one day of sick leave for each month of service. Sick leave cannot be taken until it is earned. Sick leave may be earned while an employee is on vacation, military leave or paid leave of absence, provided, however, that no sick leave may be earned while an employee is absent on sick leave for a period in excess of thirty (30) days, nor for any period of absence in excess of 30 days during which the employee is receiving compensation. No sick leave may be earned on unpaid leaves of absence. Unused earned sick leave shall accumulate without limitation. Upon separation with at least ten (10) years of service with the Village of Park Forest, an employee will be compensated \$1.00 for each hour of accumulated and unused sick time in the employee's sick leave bank. Notification of absence due to personal illness or illness in the immediate family shall be given as soon as possible in accordance with procedures in effect at the time of the execution of this Agreement. Failure to properly report an illness shall be considered absence without valid cause.

11.1.1 DOCTOR'S CERTIFICATE.

The Village may require a physician's certificate stating the reason for the visit or treatment as a basis for pay during leave after an absence of three days for personal illness, or as it may deem necessary in other cases. The physician's certificate is for payment of sick leave. The employee may return to duty notwithstanding the lack of said doctor's certificate.

11.1.2 MEDICAL EXAMINATION.

The Village may from time to time require an examination of any employee by a physician licensed in Illinois to practice medicine and surgery in all its branches. The cost of any such required examination

shall be paid by the Village. Upon request, the results of any such examination shall be given to the employee. The Village will allow each officer to obtain an examination by a physician licensed in Illinois to practice medicine and surgery in all its branches at least every two years for employees under age 40, and an examination annually for employees age 40 and over. The Village will reimburse each officer up to a sum equal to the cost of such regular medical examinations. The results of any such medical examination shall be given to the Village and the employee.

11.1.3 IMMEDIATE FAMILY.

For purposes of this section, "immediate family" shall include parents, spouse, brothers, sisters, children, step-children, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

11.2 BEREAVEMENT LEAVE.

Employees shall receive one (1) day of leave without loss of pay in the event of death in the immediate family (mother, father, spouse, child, sister, brother, grandparent, grandchild, father/mother-in-law, son/daughter-in-law, stepchild, brother/sister-in-law, and legal guardians). Employees shall receive two (2) additional days of leave without loss of pay if needed and approved by the Chief or designee.

11.3 MILITARY LEAVE.

Any employee covered by this Agreement, who are members of component of the Armed Forces or National Guard, and who are fulfilling a compulsory or voluntary military obligation shall be allowed a paid leave of absence, to participate in annual field training or emergency duty for a period not exceeding fifteen (15) working days during any calendar year, and shall suffer no loss of seniority rights. The pay rate of the employee during such leave will be the difference between his or her regular pay rate and the total amount of compensation, less allowance for travel, lodging, and food received for training. Any additional leave time necessary to fulfill their obligation, in excess of the paid leave as provided for above shall be granted as a leave of absence without pay, or take the option of using their earned vacation time. An employee's vacation leave will not be affected by the military training leave granted to the employee. The Village will comply with the Local Government Employees Benefits Continuation Act 50 ILCS 140/1 which applies to the mobilization of any employee reservist to active duty by order of the President of the United States.

11.4. MATERNITY LEAVE.

An employee may utilize available sick leave for those days that the employee is actually unable to work due to pregnancy or any pregnancy related disability. In addition, sufficient unpaid leave of absence shall be

granted to cover any period when the employee is unable to work but has exhausted available sick leave. An employee who becomes pregnant shall inform her supervisor of the pregnancy and the dates of the expected leave time. The employee may be required to obtain a doctor's certificate to ensure that continued work will not cause a hazard to the employee's health.

ARTICLE XII - WAGE RATES

12.1 WAGE SCALE.

Employees shall be compensated in accordance with the schedule/plan set forth in Appendix "A."

ARTICLE XIII - HOLIDAYS

13.1 HOLIDAYS.

The following days are recognized as paid holidays in accordance with the provisions of Section 13.2 below:

New Years Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Veteran's Day
Martin Luther King	Floating Holiday Time (24 hours)
Thanksgiving Day	

13.2 HOLIDAY COMPENSATION.

Employees covered by this Agreement who do not actually work on the day of the holiday, shall be paid eight (8) straight time hours, for the holiday. When an employee works on the actual day of a holiday, the employee shall receive double time and one half (2 1/2) their current hourly rate of pay for all hours worked. Holiday compensation will be paid for all hours of a shift that falls primarily within the designated holiday, but not for those hours of a shift falling primarily before or after the holiday.

The Village may assign employees scheduled to work on a holiday the holiday off; or for those employees assigned to non-patrol duties, the day that the Village designates to celebrate the holiday. Employees assigned to have a holiday off will receive their regular rate of pay for that day. Employees may elect to receive up to eight (8) hours compensatory time accrual as holiday compensation. The remaining holiday compensation (if any) will be in the form of pay.

On holidays where special events or occurrences require additional staff or assignment of specialized personnel, compensation shall be limited to 2 1/2 times the employee's straight time rate of pay, providing however, that such additional staffing shall be scheduled at least 14 days prior to the holiday. In addition, voluntary details on any day shall be paid at the posted rate.

Bargaining Unit personnel in the Police Department shall receive twenty-four (24) hours of floating holiday time. As with current policy, all floating holiday hours must be used in a given calendar year, and may not be carried beyond the end of the calendar year in any form. Floating holiday time may be turned in and the officer shall receive pay for each hour turned in at the officer's current regular hourly rate.

ARTICLE XIV - VACATION

14.1 VACATION ALLOWANCE.

Employees shall be eligible for paid vacation after completion of their probationary period as follows:

<u>Completion of Years of Continuous Service by</u>	<u>Allotment</u>
1 - 4 (by anniversary date)	80 hours
5 - 10 (by anniversary date)	120 hours
11 - 15 (by anniversary date)	160 hours
16 or more (by anniversary date)	200 hours

Probationary employees shall be eligible for forty (40) hours of vacation after six (6) months of employment.

In recognition of service to the Village, any employee who completes twenty-five (25) years in the employment of the Village shall receive a one time bonus of forty (40) hours of paid leave within the year following completion of the twenty-five (25) years of service in recognition of the employee's many years of valued service to the citizens of Park Forest. Any employee who completes thirty (30) years of employment with the Village shall receive a one time bonus of forty (40) hours of paid leave within the year following completion of the thirtieth (30th) year of service.

14.2 SCHEDULING.

Employees may select vacation on the basis of seniority within their unit or shift assignment. The number of employees allowed away from work on vacation at any one time shall be subject to the discretion

of the Chief of Police or designee. In the event of an emergency the Village retains the right to cancel scheduled vacation and require the officer to work or report for duty.

14.3 ACCRUAL.

Vacation time must be used within the calendar year during which it is earned provided, that employees shall be allowed to accumulate up to one week of earned vacation time. Additional accumulation may be permitted in the discretion of the Chief of Police. Vacation time shall be earned monthly. No employee shall be eligible to receive any benefits under this Article if the employee quits or resigns from employment without giving at least two weeks notice in writing of intent to resign.

ARTICLE XV INSURANCE

15.1 MEDICAL INSURANCE.

The Village will provide basic medical and hospitalization coverage under a plan(s) or program(s) selected by the Village which are substantially similar to those in effect at the time of this agreement. For both single and dependent coverage, it is agreed and understood that the Village will contribute toward the cost of such coverage at an 80/20 Village/employee split for the existing, or comparable, HMO plan in effect at the time of this agreement.

15.2 RETIREE COVERAGE.

All employees who retire after July 1, 2008 and have contributed a minimum of twenty (20) years of service to the Park Forest Police Department shall be entitled to a cash stipend of two thousand dollars (\$2500.00) annually for any 10 consecutive year period the employee chooses between the age of his/her retirement and age 65. This stipend can be used toward the retired employee's insurance premium within the Village's existing health insurance plan or toward an alternate insurance policy. Employees wishing to use an alternate insurance plan would have to provide the Village with verification of the alternate insurance liability coverage by December 1st of each year to continue receiving the stipend in the following year. In turn, the Village would reimburse the retiree up to two thousand five hundred dollars (\$2500.00) for insurance-related billing statements.

Retirement date	Years of Service	Stipend
July 1, 1999-June 30, 2002	25	\$ 800
July 1, 2002-June 30, 2005	20	\$1,200
July 1, 2005-June 30, 2008	20	\$2,000
July 1, 2008-June 30, 2011	20	\$2,500

15.3 INSURANCE COMMITTEE.

A joint committee comprised of one member of the Council, one member designated by the Village Manager, the Chief or designee(s), and one representative of each employee group that desires to participate, will be established and shall be empowered to research available dental/optical and medical plans, to compare their costs and to recommend to the Village possible implementation of such a plan. The Village shall have the final authority to decide whether such plan shall be implemented.

15.4 LIFE INSURANCE.

The Village shall provide each employee with term life insurance in an amount equal to their annual salary rounded to the nearest thousand. The Village may choose to self-insure all or a part of this benefit.

ARTICLE XVI - BILL OF RIGHTS

All members of the bargaining unit are entitled to the rights provided by the Uniform Peace Officers Disciplinary Act (commonly known as Peace Officers Bill of Rights), in the Illinois Compiled Statutes, provided, however, that this clause shall have no effect if said Act is repealed or declared invalid.

ARTICLE XVII - DRUG POLICY

17.1 RATIONALE.

Whereas to effectively enforce the laws of the Village and the State of Illinois; to ensure the confidence of fellow officers and the public; and, to better avoid accidents and injuries, the Village of Park Forest and the Police Officers of the Village recognize the importance of a drug and alcohol free workplace.

17.2 ALCOHOL.

Alcohol beverages are not illegal. However no alcohol may be consumed at the workplace and no officer shall be under the influence of alcohol while on duty. Any on-the-job abuse of alcohol will not be tolerated. Reasonable suspicion of on-the-job alcohol abuse, articulable by a supervisor, will serve as a basis for an ordered alcohol test. If it is determined that an officer has consumed alcohol while on duty (except for unusual circumstances, such as undercover work), or is under the influence of alcohol while on duty, the officer shall be subject to appropriate discipline.

Any officer who believes he/she may have an alcohol problem is encouraged to voluntarily seek assistance. If it is determined that an

officer may have an alcohol problem, the Village will encourage the officer to seek help and it will provide information on available assistance program(s).

If an employee is diagnosed as having an alcohol problem, he or she will be allowed to enter a treatment program available through his or her medical insurance plan. The employee will be allowed the use of accumulated sick or other leave time for confidential treatment. The Village will not take adverse employment action against any officer who voluntarily seeks treatment, counseling or other support for an alcohol related problem provided the officer participates in the treatment program recommended by the physician involved and discontinues his/her abuse of alcohol.

17.3 PRESCRIBED DRUGS.

Drugs prescribed by a physician for use by an employee are exempt from sanctions provided the prescription is used as intended.

An employee shall notify his/her supervisor of all medication that may affect an employee's ability to perform his/her duties. If the medication prohibits the use of machinery, an employee may not drive a vehicle or wear a weapon. Employment sanctions will not be enforced against any officer testing positive for using prescribed drugs provided the prescription is used as intended.

Any abuse of prescribed drugs lawfully obtained shall be handled in the same manner as alcohol abuse.

17.4 NON-PRESCRIBED DRUGS.

Possessing, using, selling, purchasing or delivering any illegal drug at any time or under any circumstances is prohibited unless in accordance with duty requirements. The mere possession of non-prescribed drugs is illegal and therefore viewed in a different light than alcohol or lawfully obtained prescribed drugs.

17.5 MANDATORY DRUG TESTS.

Certain groups of officers will be placed on a program of mandatory drug testing. This group will consist of officers assigned to the Metropolitan Enforcement Group (MEG), Detective Division, Probationary Police Officers, and officers who have tested positive within the past 12 months. The Chief of Police (or designee) will schedule mandatory tests listed above. All mandatory drug tests will be paid for by the Village.

In addition, each sworn officer, who is not in assignment requiring mandatory drug testing (e.g.: officers assigned to the MEG, officers assigned to the investigation division and officers on probationary

status), will be placed in a pool, of which 25% will be randomly selected by way of lottery drawing for drug testing each year. The drawings will be witnessed by a member of the administration and the bargaining team. When an officer is selected for drug testing he/she will be notified if on duty, or at the beginning of the officer's next duty day by his/her supervisor to proceed to a Village selected licensed medical facility, during on-duty time. If an officer engages in conduct that does not reasonably lead to testing upon notification, such conduct may be considered a refusal to test. A first time positive test will be treated as a medical problem. Second or subsequent positive test and refusals shall be treated as discipline problems.

Reasonable suspicion of on-the-job drug use or impairment, articulable by a supervisor, will also be a basis for a drug test.

17.5.1 ALCOHOL TESTING PROCEDURE.

Alcohol in the system is usually found through breath test instruments. These are simple, non-invasive devices that generate an immediate result. Other methods of testing for alcohol are in the blood test and the urine sample test. The blood test is the most invasive and least desirable. Urine sample testing can be performed in a medical environment which recognizes the importance of privacy.

Medical professionals generally presume that a blood-alcohol level of 0.05% may produce symptoms of lowered alertness and impaired judgment. Test results showing 0.05% or more shall be considered positive. Testing shall be administered only by a certified breathalyzer technician employed by a public law enforcement agency, a clinical laboratory or hospital facility which is certified by the State of Illinois to perform alcohol testing.

17.5.2 DRUG TESTING PROCEDURE.

Drug testing is most generally accomplished through the use of urine sample testing. Because of the effect that a positive result will have on the career and reputation of the tested officer, every reasonable precaution will be taken to insure there is no reasonable doubt about the results. Toward this goal, two samples and multi-phasic tests will be incorporated in the established drug testing procedures.

17.5.3 USE OF INDEPENDENT LABORATORIES.

Laboratories used shall be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA).

17.5.4 TESTING.

Tests will be used in ascending order. The EMIT (M50) test (an enzyme immunoassay technique) will be conducted first. This is the most

inexpensive test of the tests. EMIT (M50) will only indicate positive or negative results. If this test is negative further testing is terminated.

If the EMIT (M50) test shows positive, both samples will be confirmed by a GC/MS (Gas Chromatography/Mass Spectrometry) method.

Notifications by the laboratories will be made only to the Personnel Officer (Assistant to the Village Manager) if the sample is confirmed positive by both the initial and Gas Chromatography/Mass Spectrometry test. Notification to the Personnel officer will be followed by a written report. The involved officer will be placed on leave by the Chief of Police, pending disciplinary action, upon notification of a positive result of the GC/MS test.

When the testing is ordered due to reasonable suspicion of on-the-job drug use or impairment, no adverse employment action except temporary reassignment or relief of duty may result until the testing procedures are complete.

This testing will be performed in such a manner as to preserve the officer's right to privacy while insuring a high degree of security for the sample. The procedures of the laboratory or facility testing the sample shall be followed and a chain of custody for the sample from collection through testing shall be established.

17.6 DISCIPLINE PROCEDURES - DRUG ABUSE.

17.6.1

If an officer has a confirmed positive test as a result of the random drug screening (lottery) the officer will be placed on unpaid leave. The officer shall be afforded the opportunity at his/her expense to voluntarily seek treatment, counseling or other support.

17.6.2

If the officer chooses such treatment, he/she will be assigned appropriate duty with pay as determined by the Chief of Police. The employee must agree to participate and complete the treatment program as determined by the involved physician(s); discontinue use of illegal drugs; and agree to submit to random testing during the hours of work for a period of 12 months. If the officer refuses to agree to the forgoing, the Chief may institute appropriate disciplinary procedures.

17.6.3

If an officer has a confirmed positive test as the result of ordered testing due to reasonable suspicion of drug abuse, the Chief of Police

may immediately institute disciplinary proceedings or in consultation with the Village Manager, may allow the officer at his/her expense to voluntarily enter an appropriate treatment program. If this alternative is allowed, the officer shall, after exhausting all available leave, be given a leave of absence without pay to complete the treatment program. Upon completion, the officer may return to such duties as are assigned by the Chief of Police provided the officer has discontinued his/her use of illegal drugs; the involved physician certifies that the officer has completed the treatment program and is drug free; the officer agrees to continue in any physician recommended after care program; and, the officer agrees to submit to random testing during work hours for a period of 12 months.

17.6.4

REFUSAL TO SUBMIT TO TESTING. Any officer who fails to submit to a drug/alcohol test as requested will be given a "Notice to submit to a drug/alcohol test" form by his/her supervisor, which, in writing, outlines the possible disciplinary action that can be taken for any refusal to submit.

If the officer still refuses to submit to a requested drug or alcohol test, he/she will be placed immediately by the Chief of Police on paid administrative leave pending disciplinary action.

ARTICLE XVIII - GENERAL PROVISIONS

18.1 PERSONNEL FILES.

Employees shall have the right upon request and at reasonable times during regular business hours to review the contents of their personal files, except for pre-employment references and test documents. Prior to the imposition of any discipline based only upon information that is contained in a document, the document shall be made available to the employee for inspection. Upon prior written approval of the Chief of Police, material contained in an employee's personnel file which relates to a disciplinary matter or an alleged act of misconduct which is three or more years old may be removed and destroyed.

18.2 BULLETIN BOARDS.

The Village will provide the Lodge with space on available bulletin boards, not used for notices to the general public, for the purposes of posting official Lodge notices. No defamatory, political or offensive material may be placed on any bulletin board.

18.3 UNIFORM AND CLOTHING ALLOWANCE.

The Village agrees to provide uniforms and equipment for newly hired patrol officers. The Village also agrees to provide patrol officers replacement items of uniforms and equipment that are deemed as

unserviceable by the Chief of Police or designee. Items of uniforms and equipment that are damaged or lost through carelessness/negligence, as determined by the Chief of Police, shall be replaced at the employee's expense. Employees who on a full time basis are required by department policy to wear plainclothes (civilian) will be reimbursed for purchase of clothing up to seven hundred dollars (\$700.00) annually. The department will not reimburse for the purchase of civilian footwear.

18.4 DAMAGED PERSONAL ITEMS.

The Village agrees to assist the employee in the repair and/or replacement of eyeglasses, contact lenses, hearing aids or similar necessary items of personal property that are damaged or lost in the line of duty (non-prescription sunglasses will not be covered), and provided that the damage or loss to such items does not occur through carelessness on the part of the employee, the Village agrees to reimburse (based upon paid receipt) up to \$400.00 per item. Other items of personal property that are damaged or lost in the line of duty such as watches will be repaired or replaced by the Village (based upon receipt) up to \$150.00 per item of damage or loss of such personal property.

18.5 HEALTH CONCERNS.

The Village agrees to pay the reasonable and customary cost for inoculation or immunization shots (not otherwise covered by medical insurance) for the employee and members of the employee's family if such becomes medically necessary as a result of said employee's exposure to a contagious disease and provided further that such exposure occurred in the line of duty. Normal and customary inoculations shall be provided to officers through the Village Health Department as reasonably possible. Other immunization/inoculations traditionally recommended for police officers will be provided through the Village upon approval of the administration which will not be unreasonably withheld.

18.6 RESIDENCY.

There is no residency requirement as a condition of continued employment for any employee covered by this agreement.

18.7 SAFETY BONUS.

Officers shall be eligible for the Safety Bonus on the same basis as may from time to time be applicable to all other Village employees.

18.8 USE OF VILLAGE FACILITIES.

The Village agrees to provide employees covered by this agreement and members of their household free access/utilization of Village owned recreational facilities in accordance with administrative policy established by the Village and the Lodge.

18.9 WEINGARTEN RIGHTS.

All members of the bargaining unit are entitled to request and have a union representative present during any questioning by a supervisor where the employee reasonably believes that discipline may result (not to include counseling sessions or oral reprimands).

18.10 TEMPORARY LIGHT DUTY.

Employees may be returned, at the discretion of the Chief of Police to a full time restricted duty position so long as:

1. The employee's attending physician and the Village's physician has provided a written prognosis of expected return to full duty; and
2. the employee has a medical release from the same physician to perform such work.

Positions shall be available for temporary light duty; however, these positions shall be filled on a first-come first-serve basis, regardless of seniority, with notification of such assignment to the Union. If such positions are filled by other light duty officers, the Chief of Police shall not be obligated to create additional positions.

Under no circumstances may a temporary light duty position extend beyond six (6) months.

18.11 JURY DUTY/WITNESS DUTY.

All employees shall receive their regular full pay for absent from scheduled work due to jury duty. Employees testifying as a witness at the request of Park Forest or pursuant to a subpoena to matters related to their employment with Park Forest also shall receive full pay for such time in addition to reimbursement for associated travel costs such as tolls, mileage, train passes or parking.

No Employee shall receive pay for time away from work while testifying as a witness in a case file by that employee against the Village of Park Forest. Additionally, there will be no Village reimbursement for travel cost associated with such court proceedings.

Any payment an employee receives for service as a juror or witness may be kept by the employee to offset travel and other related costs associated with jury duty. Employees called to jury duty or subpoenaed to testify in court or other proceedings should notify the Chief of Police or his/her designee, immediately when such summons or notice is received so that proper arrangements for the employee's absence may be made.

18.12 EDUCATIONAL ASSISTANCE.

Any full-time employee wishing to take educational courses that are job-related and designed to improve job skills may request the Village to contribute to the cost of his/her education.

Tuition reimbursement shall be comparable to public, state colleges or universities. Employees wishing to attend more expensive educational institutions shall be responsible for paying the difference.

The Village may reimburse the employee participating in a pre-approved program for up to nine (9) semester hours per fiscal year. Tuition will be refunded upon completion of the course, if the employee earns at least a "C" or a passing grade in a pass/Fail situation.

The Chief or his/her designee must have approved the Educational Assistance reimbursement arrangement thirty (30) days before the class begins, in order for the employee to be eligible for the reimbursement.

ARTICLE XIX - SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties may meet and negotiate with respect to substitute provisions for those provisions for those provisions rendered or declared unlawful.

ARTICLE XX - COMPLETE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties. This agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXI - DURATION

21.1 DURATION OF AGREEMENT.

This Agreement shall be effective as of July 1, 2008 and shall remain in full force and effect until June 30, 2011. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than 90 nor more than 180 days prior to the expiration date that it desires to terminate, modify or change this Agreement. If such notice is given, negotiations shall begin no later than 30 days from the date of the notice. This Agreement shall remain in full force and effect during the entire period of negotiations for a successor Agreement.

Wages are retroactive to July 1, 2008.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the _____, day of _____, 2009.

Illinois F.O.P. Labor Council/
F.O.P. Lodge #163:

Village of Park Forest:

APPENDIX A - PAY SCHEDULE/PLAN FISCAL 2008-2009

	A	B	C	D	E	F	G	H
Position	Prob.	Completion of Probation	Over 24 Months	Over 36 Months	Over 48 Months	Over 60 Months	Over 96 Months	Over 240 Months
Patrol Officer	\$45,480	\$49,159	\$53,330	\$56,509	\$60,680	\$64,406	\$66,980	\$68,989

	A	B	C
Position	0 - 48Months	49 - 95 Months	Over 96 Months
Corporal	\$70,559	\$73,382	\$76,316
*(Combined Service	Over 240 Months	Over 240 Months	Over 240 Months
Patrol & Corporal)	\$72,675	\$75,584	\$78,605

* Corporals with over two hundred and forty (240) months of combined service (Patrol & Corporal) shall receive, in addition to their step pay rate, an additional three percent (3%) increase in salary, regardless of their years of service as a Corporal, of which shall become their base salary for all purposes, as provided for in the above table.

ANNOTATIONS

1. The amounts set forth above represent the annual salary for a full fiscal year of 2080 hours of work including paid holidays, paid vacation and paid sick leave. Any additional compensation for work in excess of 2080 hours is paid at the regular hourly rate or in accordance with the provisions of Section 8.2, "Overtime Pay," and Section 8.6, "Training Time."
2. Horizontal movement on the pay schedule is not automatic but subject to satisfactory work performance based upon performance evaluation.
3. Horizontal movement shall occur each fiscal year based upon length of service subject, however, to satisfactory work performance based upon evaluation. Only one step increase shall be permitted in any fiscal year, provided that an officer who completes his/her probation period may receive two step increments within a single fiscal year.

APPENDIX A - PAY SCHEDULE/PLAN FISCAL 2009-2010

	A	B	C	D	E	F	G	H
Position	Prob.	Completion of Probation	Over 24 Months	Over 36 Months	Over 48 Months	Over 60 Months	Over 96 Months	Over 240 Months
Patrol Officer	\$47,299	\$51,125	\$55,463	\$58,770	\$63,107	\$66,982	\$69,659	\$71,749

	A	B	C
Position	0 - 48 Months	49 - 95 Months	Over 96 Months
Corporal	\$73,381	\$76,318	\$79,369
*(Combined Service	Over 240 Months	Over 240 Months	Over 240 Months
Patrol & Corporal)	\$75,582	\$78,607	\$81,749

* Corporals with over two hundred and forty (240) months of combined service (Patrol & Corporal) shall receive, in addition to their step pay rate, an additional three percent (3%) increase in salary, regardless of their years of service as a Corporal, of which shall become their base salary for all purposes, as provided for in the above table.

ANNOTATIONS

1. The amounts set forth above represent the annual salary for a full fiscal year of 2080 hours of work including paid holidays, paid vacation and paid sick leave. Any additional compensation for work in excess of 2080 hours is paid at the regular hourly rate or in accordance with the provisions of Section 8.2, "Overtime Pay," and Section 8.6, "Training Time."
2. Horizontal movement on the pay schedule is not automatic but subject to satisfactory work performance based upon performance evaluation.
3. Horizontal movement shall occur each fiscal year based upon length of service subject, however, to satisfactory work performance based upon evaluation. Only one step increase shall be permitted in any fiscal year, provided that an officer who completes his/her probation period may receive two step increments within a single fiscal year.

APPENDIX A - PAY SCHEDULE/PLAN FISCAL 2010-2011

	A	B	C	D	E	F	G	H
Position	Prob.	Completion of Probation	Over 24 Months	Over 36 Months	Over 48 Months	Over 60 Months	Over 96 Months	Over 240 Months
Patrol Officer	\$48,718	\$52,659	\$57,127	\$60,533	\$65,000	\$68,992	\$71,749	\$73,901

	A	B	C
Position	0 - 48 Months	49 - 95 Months	Over 96 Months
Corporal	\$75,583	\$78,607	\$81,750
*(Combined Service	Over 240 Months	Over 240 Months	Over 240 Months
Patrol & Corporal)	\$77,850	\$80,966	\$84,202

* Corporals with over two hundred forty (240) months of combined service (Patrol & Corporal) shall receive, in addition to their step pay rate, an additional three percent (3%) increase in salary, regardless of their years of service as a Corporal, of which shall become their base salary for all purposes as provided for in the above table.

ANNOTATIONS

1. The amounts set forth above represent the annual salary for a full fiscal year of 2080 hours of work including paid holidays, paid vacation and paid sick leave. Any additional compensation for work in excess of 2080 hours is paid at the regular hourly rate or in accordance with the provisions of Section 8.2, "Overtime Pay," and Section 8.6, "Training Time."
2. Horizontal movement on the pay schedule is not automatic but subject to satisfactory work performance based upon performance evaluation.
3. Horizontal movement shall occur each fiscal year based upon length of service subject, however, to satisfactory work performance based upon evaluation. Only one step increase shall be permitted in any fiscal year, provided that an officer who completes his/her probation period may receive two step increments within a single fiscal year.

VILLAGE OF PARK FOREST

MEMORANDUM

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

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

DATE: September 10, 2009

**RE: A Resolution Recognizing the 40th Anniversary of Governors State
University**

BACKGROUND/DISCUSSION:

This year marks the 40th Anniversary of Governors State University. The attached resolution recognizes the contributions and accomplishments of GSU and has been crafted after counsel with officials from the university.

SCHEDULE FOR CONSIDERATION:

This issue will be on the consent agenda of the September 29, 2009 Regular Meeting for Board consideration and approval.

A Resolution Recognizing the 40th Anniversary of Governors State University

- WHEREAS** Governors State University is celebrating its 40th anniversary in 2009 and is commended for its commitment to educational excellence and service to Chicago's Southland region; and
- WHEREAS** Governors State University was founded in 1969, making it the only public university in the Southland; and
- WHEREAS** Governors State University is recognized as a regional leader in education, economic development, and public service; and
- WHEREAS** Governors State University is comprised of four academic colleges offering twenty-two bachelor's, twenty-five master's, four doctoral, and twenty-three certificate programs; and
- WHEREAS** Governors State University has graduated more than 40,000 successful alumni; and
- WHEREAS** Governors State University is committed to serving underserved populations, including minorities and returning adult students; and
- WHEREAS** forty-five percent of the university's student population and twenty-eight percent of its faculty are minority, exceeding national averages; and
- WHEREAS** Governors State University has expanded its positive impact on the region through the establishment of more than 50 satellite locations; and
- WHEREAS** Governors State University purposely maintains the most affordable tuition and fees in the Chicago area, and in northern Illinois, to make education accessible to all; and
- WHEREAS** Governors State University serves the region through its centers of excellence, including The CenterPoint for Entrepreneurs, the Institute for the Care and Study of Vulnerable Populations, the Metropolitan Institute for Leadership Education, and the Center for Law Enforcement Technology Collaboration; and
- WHEREAS** Governors State University makes significant contributions to the arts through The Center for Performing Arts and the internationally recognized Nathan Manilow Sculpture Park; and
- WHEREAS** Governors State University is commemorating its 40th anniversary with a week of events to "celebrate the past and chart the future," culminating with a gala celebration.

NOW, THEREFORE, BE IT RESOLVED that Mayor John A. Ostenburg and the Board of Trustees of the Village of Park Forest, Cook and Will Counties, do hereby extend the most sincere congratulations to Governors State University as it celebrates its 40th Anniversary.

ADOPTED this _____ day of September 2009.

ATTEST:

APPROVED:

Mayor

Village Clerk

AGENDA BRIEFING

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

**FROM: Sandra Zoellner
Assistant Director of Economic Development and Planning**

DATE: September 22, 2009

**RE: A RESOLUTION AUTHORIZING THE EXECUTION OF A
REPRESENTATION AGREEMENT BETWEEN THE VILLAGE OF
PARK FOREST AND MARCUS & MILLICHAP, INC., REGARDING
THE PROPERTY COMMONLY KNOWN AS 202 FOREST
BOULEVARD, PARK FOREST, ILLINOIS**

BACKGROUND/DISCUSSION:

In October 2008, the Board approved a resolution authorizing the execution of a representation agreement between the Village of Park Forest and Marcus & Millichap, Inc. In the intervening months, Marcus & Millichap promoted the property. Eleven (11) firms responded to the offering. After a vetting process, one firm was selected as the preferred buyer. The Village entered into a sales contract with the buyer. We were under contract for 4 months. During their due diligence period, they chose not to close on the deal for lack of available financing. The property was taken off market while it was under contract. The representation agreement that was approved in October 2008 expired in July 2009. Marcus & Millichap representatives believe that they can successfully reintroduce the property to market and that a new offering would be well received by buyers. Staff agrees.

Village Staff, the Village Attorney and representatives from Marcus & Millichap collaborated to craft a Representation Agreement or an exclusive authorization for them to sell 202 Forest Boulevard on the Village's behalf. Attached please find the Representation Agreement with Marcus & Millichap, which is essentially the same as the original agreement approved in October 2008. Paul Stephanides, Village Legal Counselor, has reviewed the agreement. Legal counsel to Marcus & Millichap has reviewed the agreement. Michael Marks, agent with Marcus & Millichap, will attend the Rules meeting to respond to any questions you may have of him.

Highlights of the agreement:

1. There are two distinctly different options for selling the property. Both afford the Village flexibility.
 - a. The preferred sale transaction establishes an asking price of \$495,000 for the entire property and requires the buyer to build a general use parking lot on the vacant land. In this scenario the parking lot would not be for the exclusive use of the tenants of the building.
 - b. The alternative sale transaction establishes an asking price of \$495,000 for the building, drive up, canopy and building pad site only, requiring the buyer to enter

into the Downtown Covenants and participate in paying Common Area Maintenance. With this option, the Village retains the vacant land to construct a parking lot for general use.

2. The commission is a flat \$51,000 if the sale is consummated as the preferred sale transaction. In the alternative sale transaction the commission is \$30,000.
3. The Village has the ability to reject any qualified buyer for any reason without obligation to pay Marcus & Millichap a commission.
4. Two potential buyers are listed as exclusions to the Agreement. If the Village of Park Forest opts to sell to either of these buyers, Marcus & Millichap has asked for 6% commission of the sales price to compensate for their research and marketing expenses.
5. The agreement gives Marcus & Millichap the exclusive right to sell the property for a period not to exceed 6 months, plus or minus any time there is an outstanding letter of intent.
6. Based on research and information supplied by Village staff, Marcus & Millichap prepared a detailed marketing packet.

The Economic Development Team recommends proceeding with this Representation Agreement and requests that the Board authorize the Manager to sign the Agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the Rules Meeting for discussion and on the Regular Meeting for approval on September 29, 2009.

RESOLUTION No. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A REPRESENTATION AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND MARCUS & MILLICHAP, INC., REGARDING THE PROPERTY COMMONLY KNOWN AS 202 FOREST BOULEVARD, PARK FOREST, ILLINOIS

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

Section 1. Representation Agreement Approved. The Representation Agreement between the Village of Park Forest and Marcus & Millichap, Inc., attached hereto and incorporated herein as Exhibit A, regarding the proposed sale of property owned by the Village of Park Forest located at 202 Forest Boulevard, Park Forest, Illinois, is hereby approved, subject to the review and approval of the Village Attorney.

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

Section 3. Effective Date. This Resolution shall take effect from and after its adoption and approval.

PASSED this _____ day of _____, 2009.

APPROVED:

ATTEST:

Mayor

Village Clerk

Representation Agreement
(Exclusive Authorization to Sell)

**THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.
READ IT CAREFULLY.**

The Village of Park Forest, Cook and Will Counties, Illinois (“Seller”) hereby employs Marcus & Millichap of Chicago, Illinois (“Agent”) and grants to Agent, for a period of time (the “Term”) effective on _____, 2009 and ending at midnight on _____, 2010, and subject to extension as set forth in paragraph five (5) below, the exclusive and irrevocable right and authority to sell that certain real property (the “Property”) located in Park Forest, Illinois, County of Cook, State of Illinois, and more particularly described as follows:

Chase Bank Building
202 Forest Boulevard
Park Forest, IL 60466
P.I.N.31-36-200-044-0000
1.221 acres with improved building and vacant land

The term “Property” as used herein also shall include any interest therein or in its ownership.

1) **SALE TERMS:**

- a. Purchase price: The proposed purchase price for the Property shall be, at a minimum, **Four Hundred and Ninety-Five Thousand Dollars (\$495,000)** payable at the closing and subject to conditions set forth in the Offering Memorandum.
- b. **Seller expressly reserves the right, at its sole discretion, to reject any or all expressions of interest or offers regarding the Property, and/or terminate discussions with any entity at any time with or without notice. Seller shall have no legal commitment or obligation to any person or entity that reviews any proposed offering memorandum regarding the Property or that makes an offer to purchase the Property, whether formal or informal, in writing or not in writing unless and until such offer is formally approved by Seller’s Board of Trustees and a written agreement for the purchase of the Property has been fully executed, delivered and approved by Seller and Seller’s legal counsel, and any conditions to Seller’s obligations hereunder have been satisfied or waived. Seller shall have no obligation to reimburse Agent for any expenses, costs or fees regarding the marketing of the Property for sale or preparations regarding the sale of the Property, including the preparation of any documents, unless otherwise expressly stated herein.**
- c. Cooperation: Seller shall cooperate with Agent in bringing about a sale of the Property and to refer to Agent all inquires of brokers or other persons or entities expressing an interest in the Property.
- d. Negotiation: Agent shall conduct negotiations for the sale of the Property, and negotiations shall be at the Seller’s direction and shall be subject to Seller’s approval.

- e. Designated Agent: Seller understands and agrees that salespersons affiliated with Agent, other than the Seller's Designated Agents as set forth herein, may represent the actual or prospective buyers of the Property. Further, Seller understands and agrees that if the Property is sold through the efforts of a salesperson associated or affiliated with Agent that represents a purchaser, the other sales associate affiliated with Agent will be acting as a buyer's designated agent.
- f. Buyer's agent: Seller acknowledges that potential buyers may elect to employ the services of licensed real estate brokers or salespersons as their own agent. Agent is authorized to show the Property to prospective buyers represented by buyer's agents and Agent, in its sole discretion, may pay a part of the commission to be received as provided herein to the buyer's agent or other cooperating agents. Agent is authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will offer cooperating brokers for the sale of the Property.

2) **AGENT SHALL:**

- a. Become familiar with the Property, to procure and compile any written information with respect to the Property and to make an earnest and continued effort to sell the Property pursuant to the terms set forth herein;
- b. Send information and copy of descriptive brochures, e-mail blasts and other communication to prospective purchasers of the Property, and accessing Agent's marketing platform to generate interest in the purchase of the Property;
- c. Show the Property to prospective purchasers at reasonable hours;
- d. Erect and maintain a suitable for sale sign to be located on the Property upon execution of this Agreement; and
- e. Regularly apprise Seller of its efforts to market the Property and inquiries regarding the purchase of the Property.
- f. Advise potential buyers that the Seller has a preferred sale transaction whereby a Buyer would construct a general use parking lot for use by the public at large and not for exclusive use of tenants of the building located on the Property ("Preferred Sale"). Seller's alternative proposed sale transaction is for a Buyer to purchase the building located on the Property only and not the adjoining land ("Alternative Sale"). This alternative would require a subdivision of the Property.

3) **BROKER DESIGNATION:** Agent designates the following brokers and/or salespersons employed by Agent ("Brokers") as it's Brokers pursuant to this Agreement to the exclusion of all brokers and/or salespersons employed by or affiliated with Agent to be primarily responsible for negotiations regarding the Property and the marketing of the Property: Michael Marks.

Agent may designate other Brokers employed by Agent to be primarily responsible for negotiations regarding the Property and the marketing of the Property. If other Brokers are designated pursuant to this paragraph, Seller may terminate this Agreement upon forty-eight (48) hours written notice to the address set forth in paragraph 22 below by certified mail. Any such notice shall be deemed effective on the date of mailing

4) **COMMISSION:** In consideration of the services to be rendered by Agent pursuant to this Agreement, Seller shall pay to Agent a flat commission of \$51,000 if a sale of the Property is consummated for the Preferred Sale pursuant to paragraph 2(f) of this Agreement. The commission shall be \$30,000 if a sale is consummated for the Alternative Sale pursuant to paragraph 2(f) of this Agreement. Agent shall be entitled to a commission pursuant to this paragraph upon one (1) or more of the following events:

- a. Agent procures a buyer during the Term, or any extension thereof, which is ready, willing and able to purchase the Property on the terms and conditions set forth herein or on any other terms and conditions acceptable to Seller and the sale is consummated through to closing; or
- b. The Property is sold during the Term, or any extension thereof, whether by Seller or by or through any other person or entity; or
- c. A sale of the Property is made within six (6) months after the expiration of the Term to a person or entity with whom Agent has negotiated, or to whose attention Agent has brought the Property, or who was introduced to Seller by Agent as a prospective purchaser (herein, "Prospective Purchaser"), provided that the name of any such person or entity has been submitted to Seller by delivery of a written offer to purchase the Property prior to expiration of the Term or a written notice within thirty (30) calendar days after such expiration. With respect to a sale to any such person or entity, Agent shall conclusively be deemed to be the procuring cause. The term "Prospective Purchaser" shall include that person or entity to whose attention Agent has brought the Property, as well as any partnership, joint venture, corporation, trust or other similar entity which that person or entity represents or in which it holds an ownership or beneficial interest. In the case of any sale of the Property, the commission to be paid as set forth herein shall be paid in cash at the closing. Agent acknowledges that Robert Wilcox and Matanky Realty Group have expressed interest in the property and should Robert Wilcox and/or Matanky Realty Group, or any or any wholly or partially owned or controlled subsidiary of Matanky Realty Group or successor entities of Matanky Realty Group make a bona fide and acceptable offer to the Seller, the Seller shall pay to Agent a commission equal to six percent (6%) of the purchase price.

5) **EXTENSION OF TERM:** If an agreement or letter of intent for the sale of the Property is executed by all necessary parties, and if said agreement or letter of intent is revoked, rescinded or otherwise terminated, and subsequently canceled, the Term of this Agreement shall be extended by the number of calendar days during which the sale agreement or letter of intent was in effect, whichever is longer. The maximum extension permitted hereunder shall be the number of days remaining in the Term from the date the sale agreement or letter of intent was executed,

whichever event occurred earlier. Notwithstanding the foregoing, this Agreement shall expire in all cases no later than nine (9) months after the effective date of this Agreement.

6) **TITLE:** Seller represents and warrants to Agent that fee title to Property is now vested as follows: fee simple. Seller and Agent represent that the individuals executing this Agreement on behalf of Seller and Agent are duly authorized and empowered to execute this Agreement and that the execution hereof shall not result in any breach of, or constitute a default under, any contract or other agreement to which Seller or Agent are parties.

7) **SELLER'S REPRESENTATIONS AND WARRANTIES:** Seller and Agent acknowledge that any sale of the Property shall be on an AS IS basis and, therefore, the following shall not inure to the benefit of any prospective purchaser.

- a. **Material Defects:** Seller represents and warrants that Seller knows of no material defects of the Property, including, but not limited to, energy conservation and/or safety retrofit(s) required by local ordinance as a condition of transfer. (Note any exceptions: n/a)
- b. **Compliance with Laws:** Seller represents and warrants that, to the best of Seller's knowledge, the Property and all improvements thereon are in compliance with all applicable laws, codes, regulations and other similar governmental standards and requirements and that no material structural modifications or alterations of the improvements on the Property have been made without appropriate permits. (Note any exceptions: n/a)
- c. **Flood Zone:** Seller represents and warrants that the Property is not in a flood zone as set forth on H.U.D. "Special Flood Zone Area Maps."
- d. **Hazardous Materials:** Seller represents and warrants that, to the best of Seller's knowledge, the Property is not contaminated with any hazardous materials, including, but not limited to, asbestos, PCB transformers, other toxic, hazardous and contaminated substances, and underground storage tanks. (Note any exceptions: n/a). Seller agrees to disclose to Agent and to prospective buyers any and all information, which Seller has or may acquire regarding the presence and location of any hazardous materials on or about the Property. Seller agrees to comply with the Illinois Responsible Property Transfer Act (RPTA) and other local or state provisions concerning environmental information.
- e. **Estoppel Certificates:** Seller represents and warrants that Seller shall have the sole responsibility to investigate the accuracy of information set forth in any tenant's or lessee's estoppel certificate, and Seller further represents and warrants, to the best of Seller's knowledge, that the information contained in the estoppel certificates is complete and correct.
- f. **Records, Financial Data and Marketing Assistance:** Seller agrees to furnish, to certify as true and correct, and to make available to Agent and prospective buyers all financial data, rent statements, leases and other operating records of the Property, and to provide Agent

with such assistance as Agent may reasonably request in marketing the Property. Seller agrees to refer promptly to Agent all inquiries of anyone interested in the Property.

- g. Indemnification: Seller agrees to indemnify and hold Agent harmless from and all liability, damages, losses, causes of action, or other claims (including attorneys' fees and other defense costs) arising from or asserted in connection with any incomplete or inaccurate information provided by Seller, or any material information concerning the Property which Seller has failed to disclose.
- 8) **SURVEY:** Seller shall furnish at Seller's expense, a current survey acceptable to Buyer's lender by a licensed land surveyor, showing the present location of all improvements and encroachments, if any.
- 9) **INSPECTION OF PROPERTY:** Seller agrees that Agent and its representatives shall have the right to enter upon and inspect the interior and exterior of the Property with prospective purchasers at all reasonable times.
- 10) **BEST EFFORTS:** Agent agrees to use its best efforts in attempting to affect a sale of the Property.
- 11) **DUAL REPRESENTATION: AFFILIATED BROKERS/DUAL AGENCY:** Agent is affiliated with other brokerage companies in other states. Agent shall disseminate information about the Property to such affiliated brokers, inviting the submission of offers on the Property. Seller authorizes Agent and any affiliated broker, other than any Brokers named pursuant to paragraph 3 above, to represent any prospective buyer in the acquisition of the Property, and to submit offers on behalf of such buyers. Seller understands that this authorization may result in Agent's representing both Seller and a prospective buyer, and Seller hereby authorizes and consents to such dual representation other than by any Brokers named pursuant to paragraph 3 above.
- 12) **ARBITRATION:** If a controversy arises with respect to the subject matter of this Agreement or any provision hereof, Seller and Agent agree that such controversy shall be settled by final, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 13) **ATTORNEYS' FEES:** In any litigation, arbitration or other legal proceeding which may arise between the parties hereto, the prevailing party shall be entitled to recover its costs, including costs of arbitration, and reasonable attorneys' fees in addition to any other relief to which the party may be entitled.
- 15) **EXCHANGE/LEASE WITH OPTION:** As used in this Agreement, the terms "sale," "sell" or "purchase" shall not be understood to include an exchange of the Property or a lease with an option to purchase.

16) **TAX WITHHOLDING:** Seller agrees to execute and deliver any instrument, affidavit or statement, or to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act and regulations promulgated thereunder.

17) **ADDENDA:** Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof. This Agreement expresses the entire agreement of the parties and supersedes any and all previous agreements between them with regard to the Property. There are no other understandings, oral or written, which in any way alter or enlarge the terms hereof, and there no warranties or representations of any nature whatsoever, either express or implied, except as set forth herein. Any modification of this Representation agreement will be effective only if it is in writing and signed by the party to be charged.

18) **NON-DISCRIMINATION:** Agent and Seller acknowledge that it is illegal for either Seller or Agent to refuse to lease or sell to any person on the basis of race, color, national origin, sex, marital status or physical disability.

19) **COMPLIANCE WITH LAWS:** Agent and Seller acknowledge that the provisions of the Uniform Vender and Purchaser Risk Act of Illinois and the Real Estate Settlement Procedures Act of 1974, as amended, shall be applicable to this Representation Agreement. Seller agrees to comply with applicable local ordinances relating to the sale of the Property and Seller agrees to pay all transfer taxes allocable to Seller under both local ordinance and state law and shall otherwise comply with all local and state laws.

20) **GOVERNING LAW:** This Representation Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The undersigned Seller and Agent agree to the terms and conditions set forth in this Representation Agreement, and Seller acknowledges receipt of an executed copy hereof.

21) **BROKER'S LIEN WAIVER:** Agent shall deliver to Owner in recordable form a waiver of Broker's lien rights under the Commercial Real Estate Broker Lien Act of Illinois, 770 ILCS 15/1, *et seq.* (2009), as amended, upon payment of its commission pursuant to this Agreement. If the sale transaction is closed through an escrow, the escrow agent shall be instructed by Owner to pay Agent the entire commission due upon the closing. Agent may deliver to the escrow agent a copy of this Agreement and Agent shall cooperate in delivering its lien waiver with a direction that the waiver shall not be recorded until the escrow agent is prepared to disburse the commission to Agent.

22) **NOTICE:** All notices, demands, requests for reimbursement or other communications under or in respect to this Agreement shall be in writing and shall be deemed to have been given when the same are deposited in the United States mail and sent by first class mail, postage prepaid, or by hand delivery, unless otherwise provided in this Agreement, to the party at their respective addresses as follows:

To the Seller:

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

To the Agent:

Michael Marks, Associate Vice President
Marcus & Millichap Incorporated of Chicago
333 West Wacker Drive
Suite 200
Chicago, Illinois 60606

The Parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

23) The effective date of this Agreement shall be the date of execution by Seller.

SELLER: VILLAGE OF PARK FOREST

By: Thomas K. Mick
Its: Village Manager

DATE: _____

ATTEST

By: Sheila McGann
Its: Village Clerk

DATE: _____

AGENT: MARCUS & MILLICHAP INCORPORATED OF CHICAGO

By: Michael Marks

DATE: _____

NO REPRESENTATION IS MADE BY AGENT AS TO THE LEGAL OR TAX EFFECT OR VALIDITY OF ANY PROVISION OF THIS REPRESENTATION AGREEMENT. A REAL ESTATE BROKER IS QUALIFIED TO GIVE ADVICE ON REAL ESTATE MATTERS ONLY. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

AGENDA BRIEFING

DATE: September 22, 2009

TO: Mayor John Ostenburg
Board of Trustees

FROM: John Joyce
Director of Recreation & Parks

RE: Bids for Bathhouse Renovation Project

Attachments: Bid Summary (WB Olson 9/11)
Bid Received by Trade (WB Olson 8/28)
Color coded Floor Plan
Color coded site plan (old concession building)

BACKGROUND/DISCUSSION:

In July of 2008 an application was submitted to the IDNR through the Open Space Land Acquisition and Development (OSLAD) program for improvements at the Aqua Center. The maximum development grant award is \$400,000 and the local match requirement is 50% for a total of \$800,000. The major focus of the grant was bathhouse renovation. While there are many other needs at the center this was the first priority from the Master Plan of 2002 concurred with by the Recreation & Parks Board at the time. In May of 2009 we learned that we received the grant for the Aqua Center project.

The entire 11,000 SF building was used for bathhouse when the Village took over the center in 1983. With volunteers and Village staff some hasty remodeling took place and the space used for aquatics was reduced by about 25% at that time. The unused space remained vacant or used for Village-wide custodial storage and a Parks department sign shop. Ten or so years later, some additional remodeling conducted by staff further reduced the space used for aquatics so at the present time we estimate only 60 – 70% of the space is used for the aquatics function. We worked with the Architectural firm Cody/Braun to develop a rough space plan for the building to be included with the grant application.

While under the proposed remodeling the space for aquatics will still remain at about 70%, in effect it means another significant reduction. The free-standing concession stand (original 1954 bathhouse) will be demolished and the concession and related storage from that building will be moved into the bathhouse building. Even with these significant spaces moved in (approximately 1675 SF) none of the unrelated functions will be lost and one significant one will be added.

ENVIRONMENTAL CLASSROOM & OTHER “GREEN” INITIATIVES:

At this point credit must be given to the IDNR Grant Administration staff that has advised us over the years on these projects. Upon learning about Central Park Wetlands as early as 2000, they advised us of the importance of this in supporting funding in this area. The wetlands project helped the Village capture a \$120,000 grant for Central Park (playground, pavilion, walkways, etc.) at that time, earned two separate grants (\$33,500 and \$55,000) for ongoing restoration and development on its own and was a significant feature in winning this most recent grant. Some know that the staff believed this pool

project was a real “long shot” to be funded this year. We firmly believe that the planned “environmental classroom” and other “green initiatives” incorporated in the project and already approved by the Board (i.e. demo “green roof”) were significant to our success and these things all started because of Central Park Wetlands.

TIMELINE:

July 2008	Application to IDNR submitted
October 2008	Presentation at IDNR Advisory Board in Springfield
May 2009	Letter Announcing Grant Award
May 26, 2009	Board approves contract with Cody/Braun to do construction plans, specs, bid documents, etc.
June 2009	Board approves contract with WB Olson, Inc. to serve as Construction Manager (alternative to General Contractor) for the project
August 19, 2009	Pre-Bid meeting at the site (25+ participants)
August 27, 2009	Public Bid opening at Village Hall (73 bids received)
September 14, 2009	Board Action on the project bids
June 2010	Opening Day for the 2010 season / Actually the Construction Manager is projecting completion by early January 2010 as the shorter timeline saves the Village money for their services.

THE BIDS / THE PROJECT:

While the environmental classroom and green initiatives are important to the project, the scope and cost is still mostly in the bathhouse remodeling. You will note that of the 16 trades by far the largest items are plumbing, electrical and HVAC at nearly 60% of the total. The bathhouse plans are at this moment at the Illinois Department of Public Health in Springfield for approval. While pool operators all know that the traditional “hot soapy shower” before entering the pool area is a thing of the past (guests come and leave dressed to swim or just sun bath and never approach the shower), that is still the rule for plan approval and annual pool inspections and licensing. So as a result the bathhouse project includes 18 showerheads (3 private/individual), 20 new toilets, 4 urinals and 20 new hand or concession sinks. While for operational purposes all of these numbers could be cut in half or more, they are critical for the IDPH plan approval and establishment of the “bather load” for this facility. The present inventory is 13 toilets, 6 urinals, 13 sinks and 14 showerheads. Actually, in some of our minor remodeling (that did not require IDPH plan approval a few of these fixtures have been removed, thus the difference over the proposed numbers.

Related to “green” though is the replacement of lighting fixtures in this very large building. Presently there are 66 2-bulb incandescent fixtures scattered throughout the building and the equivalent of 78 2-bulb 4’ florescent fixtures dating from the 1970’s or 1980’s. These are planned to be replaced with 101 of the newest T-8 energy efficient fixtures. In addition, the system will incorporate technology that automatically shuts down lights if no motion is detected in the space after a certain amount of time (slow day, cold day, someone forgets, etc. etc.) in the locker rooms and other areas. So, while there is much work incorporated in the project, it’s not surprising that plumbing and electrical are the two largest and most expensive contracts to be approved.

On Thursday August 27th with staff, the Construction Manager, Architect and 50+ bidders present at Village Hall a total of 73 bids were received, opened and read aloud on the project. Under the construction manager arrangement bids are received from all trades (16+) rather than from a few general contractors. After reviewing all the bids the Construction Manager (WB Olson staff) has established the low bidder in each trade. Since that time the CM has been meeting with the apparent

low bidders to clarify bids and to reduce costs in some areas through value engineering. A few items have been eliminated to be undertaken “in house”.

The following modifications to reduce cost have been considered in each of the trades:

Demolition: We plan to take the less expensive 1A alternate which is demo of the old building only. Alt #1 included demo of some fencing, asphalt, backfilling the hole with soil, pouring some new concrete deck, installing sections of new fence and a number of other minor items to finish the site. The smaller items will be taken on in-house.

Concrete: To be accepted as is.

Masonry: To be accepted as is.

Misc. Metals: To be accepted as is.

General Carpentry: To be accepted as is.

Roofing & Skylights: To be accepted as is.

Caulking: To be accepted as is.

Overhead Doors: To be accepted as is.

Frames, Doors & Hardware: To be accepted as is.

Aluminum Glass & Glazing: To be accepted as is.

VCT & Base: To be accepted as is.

Painting: To be accepted as is.

Specialties: To be accepted as is.

Plumbing: Modifications will include going to manual flush valves from automatic, modification of the showerhead assembly to reduce cost, substitute approved plastic underground sewer pipe for cast iron, substitute a single unisex washroom for the two on plans between the concession and environmental classroom areas. (savings approximately \$23,000)

HVAC: Basic control thermostats to be substituted for internet remote control model specified, roof-top heating and air conditioning unit on west end of building serving classroom, concession and part of guard room to be removed from contract listed as a “by owner” item. We feel that this function can be accomplished by use of in-house staff and local contractors at considerably less cost. (savings approx. \$10,000)

Electrical: Lighting modifications (savings approximately \$1,000)

Alternate #1: Demolition of old building, fencing and related facilities and some new site work in that area. Alternate to be rejected.

Alternate #1A: Demo of the old building only with other related work to be undertaken in-house.

Alternate #2: Lightning Detection System bid to be rejected.

Alternate #3: Install 10 skylights and related work. To be accepted.

Alternate #4: Solar hot water heating and panels. To be accepted as is.

Alternate #5: Sandblast and seal existing concrete floors to reduce slipping. To be Accepted.

The lightning detection system may be undertaken at a later date if additional grant funds become available or if savings from the construction contingency included is not used. Therefore, Village Staff requests Village Board approval for a total project cost not to exceed \$1,020,000. This amount includes

- the attached contracts
- \$15,401 in funds to cover projects to be carried out “in-house” by Village Staff
- the contracts previously approved contracts for the project Construction Manager (W B Olson) and Architect (Cody/Braun & Associates).

Funding from the 2009/2010 budget includes \$400,000 the Village had previously earmarked as a match for the IDNR grant. With Board approval, the additional \$220,000 is proposed to come from the Capital Projects Fund which has \$350,000 earmarked for a storage facility which is to be constructed upon completion of the Marshall Field's demolition project. Village Staff anticipates replenishing these redirected funds with proceeds from the CN land sale package.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular Meeting of September 29, 2009 for Board approval.



Park Forest Bathhouse Remodel Bid Recap

	DEMOLITION	Bond	Add #1	Base Bid	Alternate No. 1	Alternate No. 1A	Alternate No. 3
	ROBINETTE	X	X	\$ 32,800	\$ 12,900	NO BID	400/ea.
	BREAK THRU	X	X	\$ 36,200	\$ 28,400	\$ 13,400	\$ 14,900
	JOHLER	X	X	\$ 39,650	\$ 20,900	\$ 5,100	\$ 9,100
	CHICAGO HEIGHTS	X	X	\$ 39,850	\$ 17,800	\$ 9,000	\$ 5,800
	AKA WRECKING	X	NO	\$ 47,000	\$ 10,000	NO BID	2500/ea.
	U.S. DISMANTLEMENT			\$ 49,800	NO BID	\$ 9,848	NO BID
	ALPINE			NO BID	NO BID	NO BID	NO BID
	MIDWEST WRECKING			NO BID	NO BID	NO BID	NO BID

	CONCRETE	Bond	Add #1	Base Bid	Alternate No. 1	Alternate No. 4
	EAGLE	N/R	X	\$ 19,700	\$ 9,950	\$ 2,000
	DAKER	X	NO	\$ 27,480	\$ 10,888	NO BID
	CHICAGO HEIGHTS CONSTRUCTION	X	X	\$ 28,450	\$ 11,950	\$ 2,500
	BOLLER	X	X	\$ 39,200	\$ 15,700	\$ 1,000
	R. RUDNICK	X	X	\$ 64,279	\$ (15,470)	\$ 1,000
	SCHAEFGES BROS.			NO BID	NO BID	NO BID
	VANDERLAAN BROS.			NO BID	NO BID	NO BID

MASONRY	Bond	Add #1	Base Bid	Alternate No. 3
CHICAGO HEIGHTS	X	X	\$ 79,915	\$ 4,500
S.G. BIALEK	X	X	\$ 99,500	\$ 1,000
PIAZZA	X	X	\$ 114,000	\$ 16,000
FABBRI	X	X	\$ 125,400	\$ 3,800
JIMMY Z	X	X	\$ 126,016	\$ 10,250
A. HORN	X	X	\$ 127,750	\$ 2,700
J & E DUFF	X	X	\$ 131,200	\$ 2,775
J.A.C.			NO BID	NO BID
MPZ			NO BID	NO BID

MISCELLANEOUS METALS	Bond	Add #1	Base Bid	Alternate No. 3
MUTUAL SERVICES	N/R	X	\$ 19,950	\$ 2,950
K & K	X	X	\$ 25,580	\$ 2,220
MACE IRON WORKS	X	X	\$ 27,290	\$ 2,950
WESTERN ARCH. IRON	X	X	\$ 29,914	\$ 2,610
T.A. BOWMAN			NO BID	NO BID
PRAIRIE STEEL			NO BID	NO BID

	GENERAL CARPENTRY	Bond	Add #1	Base Bid	Alternate No. 1	Alternate No. 3
	W.B. OLSON	X	X	\$ 41,900	\$ 12,126	\$ 1,000
	CHICAGO HEIGHTS CONSTRUCTION	X	X	\$ 56,900	\$ 16,500	\$ 2,750
	BOLLER	X	X	\$ 60,500	\$ 12,500	\$ 1,800
	DIALED IN	X	X	\$ 62,010	\$ 24,500	\$ 6,400
	R. RUDNICK	X	X	\$ 70,568	\$ 12,880	\$ 1,352
	EDWIN ANDERSON			NO BID	NO BID	NO BID
	FRONTIER			NO BID	NO BID	NO BID
	R.L. SOHOL			NO BID	NO BID	NO BID

	ROOFING & SKYLIGHTS	Bond	Add #1	Base Bid	Alternate No. 3	Alternate No. 4
	R.E. BURKE	N/R	X	\$ 11,700	\$ 27,130	\$ 3,800
	A-1			NO BID	NO BID	NO BID
	CROWTHER ROOFING			NO BID	NO BID	NO BID
	ELENS & MAICHIN			NO BID	NO BID	NO BID
	JAMES MANSFIELD & SONS			NO BID	NO BID	NO BID
	RIDDIFORD			NO BID	NO BID	NO BID
	SULLIVAN			NO BID	NO BID	NO BID

	CAULKING	Bond	Add #1	Base Bid	Alternate No. 1
	TRIUMPH RESTORATION (Added \$4,300 for interior slab joints)		NO	\$ 11,660	NO BID
	TNA		x	\$ 12,000	NO BID
	STREICH		NO	\$ 12,610	\$ 240
	ALL SEALANTS		NO	\$ 27,392	\$ 450

	OVERHEAD COILING DOORS	Bond	Add #1	Base Bid
	DOOR SYSTEMS		X	\$ 6,975
	BUILDERS CHICAGO		X	\$ 7,518
	INDUSTRIAL DOOR		NO	\$ 8,175
	SCHWEIG/HUFCOR			NO BID

	H.M. FRAMES, DOORS & HARDWARE	Bond	Add #1	Base Bid
	LAFORCE	X	X	\$ 27,085
	STAUBER	X	NO	\$ 34,282
	CLASSIC	CHECK	X	\$ 35,500
	CHICAGO DOORWAYS			NO BID
	CHICAGO HEIGHTS CONSTRUCTION			NO BID

	ALUMINUM GLASS & GLAZING	Bond	Add #1	Base Bid
	C.A.D.	NO	NO	\$ 23,995
	D&M ARCHITECTURAL METALS	X	X	\$ 27,795
	CHRISTOPHER GLASS	X	X	\$ 27,997
	CHICAGO HEIGHTS	X	X	\$ 33,915
	IL ARCH GLASS	X	X	\$ 34,200
	FRONTRUNNER			NO BID
	ILLINOIS CONTRACT GLAZING			NO BID

	VCT & RESILIENT BASE	Bond	Add #1	Base Bid
	VORTEX	N/R	X	\$ 7,558
	MR. DAVID'S	N/R	X	\$ 10,833
	MIDWEST FLOORING	N/R	X	\$ 11,136
	CENTRAL RUG			NO BID
	FLOORING SOLUTIONS			NO BID

	PAINTING & SANDBLASTING	Bond	Add #1	Base Bid	Alternate No. 5
	LOUIS	X	NO	\$ 27,900	\$ 9,900
	DRYWALL SERVICE	X	NO	\$ 28,240	\$ 16,500
	ASCHER	X	X	\$ 28,700	\$ 6,200
	RUFFALO	X	X	\$ 28,987	\$ 10,540
	SOUTSOS	X	X	\$ 29,400	\$ 12,500
	J & M	X	X	\$ 33,410	\$ 8,223
	A. GRAMER	X	X	\$ 34,510	\$ 7,735
	PECOVER	X	X	\$ 79,600	\$ 20,950

	SPECIALTIES	Bond	Add #1	Base Bid
	ACCURATE	NO	NO	\$ 12,709
	CARNEY & CO.	NO	X	\$ 16,960
	COMMERCIAL SPECIALTIES			NO BID
	DIVISION 10			NO BID
	INTERIOR CONCEPTS			NO BID
	PRESTIGE DISTRIBUTION			NO BID

	BUILDING PLUMBING	Bond	Add #1	Base Bid	Alternate No. 1	Alternate No. 4
	CALUMET CITY	X	X	\$ 198,890	\$ 7,800	\$ 42,000
	WARREN THOMAS	X	X	\$ 206,225	\$ 5,300	\$ 37,995
	PEAK	X	NO	\$ 215,740		\$ 41,612
	HOLMES	X	X	\$ 223,900	\$ 5,000	\$ 29,900
	F.J. KERRIGAN	X	X	\$ 251,746	\$ 6,000	\$ 41,118
	GOODMAN	X	X	\$ 253,000	NO BID	NO BID
	KAVANAUGH			NO BID	NO BID	NO BID
	K.C.			NO BID	NO BID	NO BID

	HVAC	Bond	Add #1	Base Bid
	RUSH	X	X	\$ 58,930
	NATIONAL HEAT & POWER	X	X	\$ 66,574
	AMBER MECHANICAL	X	X	\$ 67,180
	TEMPERATURE SERVICE	X	X	\$ 73,000
	R.J. OLMEN	X	X	\$ 85,900
	DYNACOIL			NO BID
	MERTS HEATING & AIR			NO BID
	SUN RAY			NO BID
	QUALITY CONTROL SYSTEMS			NO BID
	QMI			NO BID

	ELECTRICAL	Bond	Add #1	Base Bid	Alternate No. 1	Alternate No. 2
	EXCEL	X	X	\$ 119,670	\$ 4,320	\$ 33,440
	ANCHOR	X	X	\$ 137,290	\$ 7,600	\$ 24,200
	LYONS & PINNER	X	X	\$ 138,900	\$ 6,900	\$ 33,800
	SHORELINE	X	NO	\$ 139,500	\$ 6,750	\$ 26,240
	GENESIS	X	X	\$ 148,648	\$ 9,665	\$ 27,384
	J. HAMILTON	X	X	\$ 153,312	\$ 7,255	\$ 24,170
	NORMAN	X	X	\$ 157,500	\$ 7,600	\$ 24,500
	PUBLIC ELECTRIC CONSTRUCTION	X	X	\$ 172,639	\$ 7,765	\$ 24,984
	KELSO BURNETT	X	X	\$ 179,100	\$ 9,900	\$ 26,225

DRAFT
Bid Recap

Bid Summary
JOB: Park Forest Bath House
A&E: Cody/Braun Associates, Inc.

DESCRIPTION	BID	BID With V.E.	ADD	ADD	ADD	ADD	ADD	ADD	ALTERNATES NO.1A,3-5 CONTRACT SUMMARY
			Alt. No.1 Snack Shack demolition & Sitework	Alt. No.1A Snack Shack demolition only	Alt. No. 2 Strike Guard/wave Siren system	Alt. No.3 Skylights	Alt. No.4 Solar Hot Water Tank & Panels	Alt. No.5 Sandblast & seal existing concrete floors	
1.0 Bid Document Printing-Allowance	5,000	4,500							4,500
2.0 Demolition	32,800	32,600		9,800		4,000			46,400
3.0 Concrete	19,700	19,700					2,000		21,700
4.0 Masonry	79,915	79,465				4,500			83,965
5.0 Miscellaneous Metals	19,950	19,655				2,950			22,605
6.0 Finish Carpentry	41,900	41,900				1,000			42,900
7.0 Roofing	11,700	11,226				27,130	3,800		42,156
7.1 Caulking	9,660	9,660							9,660
8.0 Overhead Coiling Doors	6,975	6,975							6,975
8.1 Doors/Frames/Hardware	28,016	28,016							28,016
8.2 Aluminum/Glass & Glazing	27,795	27,795							27,795
8.3 Flooring	7,558	7,558							7,558
9.0 Painting	28,700	28,700						6,200	34,900
9.1 Final Cleaning-Allowance	By Owner	By Owner							-
9.2 Window Washing-Allowance	By Owner	By Owner							-
10.0 Specialties	16,960	12,709							12,709
12.0 Food Service Equipment	By Owner	By Owner							-
15.0 Fire Protection	N.I.C.	N.I.C.							-
15.1 Building Plumbing	198,890	175,814					42,000		217,814
15.2 HVAC	58,930	49,330							49,330
16.0 Electrical	119,670	117,870							117,870
General Conditions (3 months)	63,327	63,327							63,327
SUB-TOTAL	777,446	736,800		9,800		39,580	47,800	6,200	840,180
Permit Allowance	By Owner	By Owner		By Owner		By Owner	By Owner	By Owner	-
CGL Insurance 0.90%	6,997	6,631		88		356	430	56	7,562
Bond 0.78%	N.I.C.	N.I.C.		N.I.C.		N.I.C.	N.I.C.	N.I.C.	-
Construction Contingency 5.00%	39,222	37,172		494		1,997	2,412	313	42,387
Fee 4.50%	37,065	35,127		467		1,887	2,279	296	40,056
Design/Bid Contingency 5.00%	Included	Included		Included		Included	Included	Included	-
CONSTRUCTION TOTAL	860,730	815,730		10,850		43,820	52,921	6,864	930,184
A/E fees 8.00%	68,858	65,258		868		3,506	4,234	549	74,415
TOTAL	929,589	880,988		11,718		47,326	57,154	7,413	1,004,599

DRAFT
Bid Recap

Bid Summary

JOB: Park Forest Bath House
A&E: Cody/Braun Associates, Inc.

VALUE ENGINEERING OPTIONS

Value Engineering/cost saving alternates are presented for the benefit of the Owner. Alternates must be reviewed and approved by the Architect/Engineer of record and the Owner before they are implemented to assure suitability & conformance with the project design requirements. The selection of an alternate may require coordination and revisions to the construction drawings and result in additional design costs from the Architect/Engineer.

- 1) RTU-2 and associated ductwork has been deleted and will be provided by the Owner at a later date. This includes associated electrical work, gas piping, roof penetration and steel saddles.
- 2) Delete web thermostats.
- 3) Various plumbing fixture substitutions and delete the cost from the Village for the water meter per Calumet City Plumbing letter dated 9/3/09.
- 4) Various light fixture substitutions per Excel Electric letter dated 8/28/09.

PROJECT CLARIFICATIONS

Qualifications

- 1) Bid Recap is based on W.B. Olson's Bid Document Supplement dated 8/7/09 and Cody/Braun Associates, Inc. bid document specifications and drawings C-01, C-02, A-01, A-02, A-03, A-04, A-05, A-06, A-07, & A-08, M1, M2, M3, M-4, P1, P2, P3, P4, E1, E2, E3, E4, E5, E6, E7 & E-8 dated 8/7/09. Includes Addendum No. 1 dated 8/21/09.
- 2) Bid Recap includes construction costs only. Design fees, etc. are included in Owner's soft cost allowance.
- 3) Asbestos and hazardous waste removal, if any, is not included.
- 4) Door signage by Owner.
- 5) Landscape restoration by Owner.
- 6) Utility costs by Owner.
- 7) Fire sprinkler system is not included.
- 8) Food Service Equipment is by Owner.
- 9) Lockers are not included.
- 10) RTU-2 and associated ductwork is provided by the Village.
- 11) Preconstruction fee to be billed separately.

DRAFT
Bid Recap

Bid Summary

JOB: Park Forest Bath House
A&E: Cody/Braun Associates, Inc.

ALTERNATES

Alternate #1 - Snack Shack Demolition & Sitework

Demolition		12,900
Concrete		9,950
Carpentry		12,126
Caulking		N/C
Plumbing		7,800
Electrical		4,320
	SUBTOTAL	34,196
Permit Allowance	2.00%	By Owner
CGL Insurance	0.90%	308
Bond	0.78%	N.I.C.
Construction Contingency	5.00%	1,725
Fee	4.50%	1,630
Design/Bid Contingency	5.00%	included
	TOTAL	37,859

Alternate #1A - Snack Shack Demolition only

Demolition		9,800
Plumbing		N.I.C.
Electrical		N.I.C.
	SUBTOTAL	9,800
Permit Allowance	2.00%	By Owner
CGL Insurance	0.90%	88
Bond	0.78%	N.I.C.
Construction Contingency	5.00%	494
Fee	4.50%	467
Design/Bid Contingency	5.00%	included
	TOTAL	10,850

Alternate #2 - Strike Guard/Wave Siren Lightning Warning System

Electrical		33,440
	SUBTOTAL	33,440
Permit Allowance	2.00%	By Owner
CGL Insurance	0.90%	301
Bond	0.78%	N.I.C.
Construction Contingency	5.00%	1,687
Fee	4.50%	1,594
Design/Bid Contingency	5.00%	included
	TOTAL	37,022

DRAFT
Bid Recap

Bid Summary

JOB: Park Forest Bath House
A&E: Cody/Braun Associates, Inc.

Alternate #3 - Skylights

Demolition		4,000
Masonry		4,500
Miscellaneous Metals		2,950
Carpentry		1,000
Roofing & Skylights		27,130
Electrical		NO BID
	SUBTOTAL	39,580
Permit Allowance	2.00%	By Owner
CGL Insurance	0.90%	356
Bond	0.78%	N.I.C.
Construction Contingency	5.00%	1,997
Fee	4.50%	1,887
Design/Bid Contingency	5.00%	included
	TOTAL	43,820

Alternate #4 - Solar Hot Water Tank & Panels

Concrete		2,000
Roofing		3,800
Plumbing		42,000
	SUBTOTAL	47,800
Permit Allowance	2.00%	By Owner
CGL Insurance	0.90%	430
Bond	0.78%	N.I.C.
Construction Contingency	5.00%	2,412
Fee	4.50%	2,279
Design/Bid Contingency	5.00%	included
	TOTAL	52,921

Alternate #5 - Sandblast & seal Existing Floors

Painting & Sandblasting		6,200
	SUBTOTAL	6,200
Permit Allowance	2.00%	By Owner
CGL Insurance	0.90%	56
Bond	0.78%	N.I.C.
Construction Contingency	5.00%	313
Fee	4.50%	296
Design/Bid Contingency	5.00%	included
	TOTAL	6,864

AGENDA BRIEFING

DATE: September 18, 2009

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Lawrence G. Kerestes, Director of Community Development
M. Neal Smith, Village Attorney

RE: Deeds in Lieu of Foreclosure

BACKGROUND/DISCUSSION:

The purpose of this memorandum is to describe in more detail the following attached two ordinances for passage:

- *An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property Commonly Known as 309 Minocqua, Park Forest, and Authorizing the Execution of a Settlement Agreement.*
- *An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property Commonly Known as 258 Arcadia, Park Forest, and Authorizing the Execution of a Settlement Agreement.*

For the properties at 258 Arcadia and 309 Minocqua, the Village incurred costs and expenses related to grass/weed cutting and demolition, respectively. As it is authorized to do pursuant to the Illinois Municipal Code, the Village recorded liens on both properties for the costs incurred by the Village. In order to recoup its costs, the Village filed complaints for foreclosure against each property on June 4, 2009 to foreclose on the recorded liens.

Illinois law contains a procedure that allows a property owner to convey title to his or her property to a plaintiff in a foreclosure proceeding in exchange for the plaintiff agreeing not to seek a personal judgment against the property owner. This process is known as “deed in lieu of foreclosure” and it provides a way for the parties to avoid the time consuming and expensive process of going through the courts to obtain foreclosure in the traditional manner.

By entering into a settlement agreement and accepting a deed in lieu of foreclosure from the owners of 309 Minocqua and 258 Arcadia, the Village will be able to obtain title to each property and dismiss the foreclosure complaints against those property owners. In doing so, the Village must agree that it will not seek any other relief against the property owners. If the Village does not utilize the deed in lieu of foreclosure process, it will be required to follow through with the traditional foreclosure process which will add 12 - 18 months of time to obtaining title to 309 Minocqua and 258 Arcadia.

The above-referenced ordinances authorize the Village to enter into the deed in lieu of foreclosure transaction. Because the Village is acquiring title to property, passage of an ordinance for each property is required pursuant to Chapter 2, Article I, Sec. 2-2(b) of the Code of Ordinances of the Village of Park Forest, which provides:

Sec. 2-2. Acquisition of real estate for public purposes.

(a) The president and board of trustees are given the power, pursuant to a resolution adopted by the board members then holding office, to:

(1) Acquire an interest in real estate whether by purchase, lease, gift, condemnation, dedication or otherwise, so long as such acquisition is for public purposes and necessary for the operation of the water system, sanitary sewer system, and as a part of the functions of the department of public works or the department of recreation and parks.

(2) Authorize any debt or borrowing necessary to accomplish such acquisition.

(b) The president and board of trustees are given the power to acquire an interest in real estate for any other public purpose, pursuant to an ordinance adopted by an affirmative vote of the board members then holding office, or as otherwise provided by this Code.

Once the Village has acquired title by deed in lieu of foreclosure, the Village can apply to Cook County to have the outstanding property taxes on each property declared null and void. The above ordinances make clear that the Village is taking title by deed in lieu of foreclosure. This step is important because obtaining the property by mere quitclaim deed does not allow the taxes on the properties to be voided by the County. It must be clear to Cook County that the Village took title to the property by deed in lieu of foreclosure in order to have the outstanding property taxes voided.

If you have any questions concerning these documents, please do not hesitate to contact us.

SCHEDULE FOR CONSIDERATION: This item will appear on the Board Meeting Agenda for September 29, 2009, for discussion and your consideration at Final Reading.

ORDINANCE _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A DEED IN LIEU OF FORECLOSURE FOR THE PROPERTY COMMONLY KNOWN AS 309 MINOCQUA, PARK FOREST, AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT

WHEREAS, the Village of Park Forest (hereinafter “Village”) is an Illinois Home Rule Municipality, pursuant to Article VII, Section 6, of the Constitution of the State of Illinois; and

WHEREAS, Shirley D. Fees (hereinafter “Fees”) is the owner of record of the property commonly known as 309 Minocqua, Park Forest, Illinois, PIN No. 31-35-210-040-0000 (hereinafter “Property”) and legally described as follows:

LOT 19 IN BLOCK 92 IN VILLAGE OF PARK FOREST, AREA NUMBER 4, BEING A SUBDIVISION OF THE EAST ½ OF SECTION 35, AND THE WEST ½ OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 25, 1951, AS DOCUMENT NUMBER 15107640, IN COOK COUNTY, ILLINOIS.

WHEREAS, the Village placed a lien on the Property in the amount of \$9,328.42 for demolition of the structure on the Property, outstanding water bills for the Property, the cutting of weeds on the Property and for garbage and debris removal on the Property, pursuant to Sections 11-31-1, 11-20-7, 11-20-13, and 11-139-8 of the Illinois Municipal Code, 65 ILCS 5/11-31-1, 65 ILCS 5/11-20-7, 65 ILCS 5/11-20-13 and 65 ILCS 5/11-139-9, which lien was recorded with the Cook County Recorder of Deeds as Document No. 0905647005 (hereinafter “Lien”); and

WHEREAS, on June 4, 2009, the Village filed a Verified Complaint for Foreclosure in the Circuit Court of Cook County, Case No. 09 CH 18014, to foreclose on the Lien, and named Fees and others as defendants in the matter; and

WHEREAS, Fees was served with Summons and a copy of the Verified Complaint on June 21, 2009, and thereafter contacted one of the attorneys for the Village to indicate that she was willing to terminate her interest in the Property by tendering to the Village a deed in lieu of foreclosure in exchange for the Village relieving her from any and all personal liability for payment or performance or other obligations related to the Lien; and

WHEREAS, the Village desires to accept a deed in lieu of foreclosure from Fees by warranty deed, subject to any other claims or liens affecting the Property, in substantially the form attached hereto as Exhibit

A, and pursuant to the terms of a Settlement Agreement, in substantially the form attached hereto as Exhibit B;
and

WHEREAS, general taxes and assessments for the years 2005, 2006, 2007, 2008 and 2009 are tax liens on the Property pursuant to the Illinois Property Tax Code, but pursuant to Section 21-95 of the Property Tax Code, 35 ILCS 200/21-95, when a municipality acquires property by a deed in lieu of foreclosure of a lien, all due or unpaid property taxes and existing liens for unpaid property taxes imposed or pending under any law or ordinance of the State of Illinois or any of its political subdivisions become null and void; and

WHEREAS, the Mayor and the Board of Trustees of the Village have determined that it is advisable to acquire the Property by deed in lieu of foreclosure, and that the Property is being acquired for a public purpose pursuant to Section 2-2(b) of the Village Code, and pursuant to the Village's home rule authority.

NOW THEREFORE, BE IT ORDAINED 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: The foregoing recitals are incorporated into this Section 1 by reference as though fully set forth herein.

SECTION 2: The Mayor and the Board of Trustees of the Village hereby determine that it is in the best interests of the citizens of the Village to acquire the Property via deed in lieu of foreclosure for public purposes as may be determined.

SECTION 3: The Village Manager or his designee is hereby authorized and directed to execute the Settlement Agreement in substantially the form attached hereto, subject to attorney review, and to accept the deed in lieu of foreclosure in accordance with the terms of the final Settlement Agreement, and to further execute any and all documents necessary to effectuate acquisition of the Property via deed in lieu of foreclosure.

SECTION 4: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this _____ day of _____, 2009.

APPROVED:

MAYOR

ATTEST:

VILLAGE CLERK

AGENDA BRIEFING

DATE: September 18, 2009

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Lawrence G. Kerestes, Director of Community Development
M. Neal Smith, Village Attorney

RE: Deeds in Lieu of Foreclosure

BACKGROUND/DISCUSSION:

The purpose of this memorandum is to describe in more detail the following attached two ordinances for passage:

- *An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property Commonly Known as 309 Minocqua, Park Forest, and Authorizing the Execution of a Settlement Agreement.*
- *An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property Commonly Known as 258 Arcadia, Park Forest, and Authorizing the Execution of a Settlement Agreement.*

For the properties at 258 Arcadia and 309 Minocqua, the Village incurred costs and expenses related to grass/weed cutting and demolition, respectively. As it is authorized to do pursuant to the Illinois Municipal Code, the Village recorded liens on both properties for the costs incurred by the Village. In order to recoup its costs, the Village filed complaints for foreclosure against each property on June 4, 2009 to foreclose on the recorded liens.

Illinois law contains a procedure that allows a property owner to convey title to his or her property to a plaintiff in a foreclosure proceeding in exchange for the plaintiff agreeing not to seek a personal judgment against the property owner. This process is known as “deed in lieu of foreclosure” and it provides a way for the parties to avoid the time consuming and expensive process of going through the courts to obtain foreclosure in the traditional manner.

By entering into a settlement agreement and accepting a deed in lieu of foreclosure from the owners of 309 Minocqua and 258 Arcadia, the Village will be able to obtain title to each property and dismiss the foreclosure complaints against those property owners. In doing so, the Village must agree that it will not seek any other relief against the property owners. If the Village does not utilize the deed in lieu of foreclosure process, it will be required to follow through with the traditional foreclosure process which will add 12 - 18 months of time to obtaining title to 309 Minocqua and 258 Arcadia.

The above-referenced ordinances authorize the Village to enter into the deed in lieu of foreclosure transaction. Because the Village is acquiring title to property, passage of an ordinance for each property is required pursuant to Chapter 2, Article I, Sec. 2-2(b) of the Code of Ordinances of the Village of Park Forest, which provides:

Sec. 2-2. Acquisition of real estate for public purposes.

(a) The president and board of trustees are given the power, pursuant to a resolution adopted by the board members then holding office, to:

(1) Acquire an interest in real estate whether by purchase, lease, gift, condemnation, dedication or otherwise, so long as such acquisition is for public purposes and necessary for the operation of the water system, sanitary sewer system, and as a part of the functions of the department of public works or the department of recreation and parks.

(2) Authorize any debt or borrowing necessary to accomplish such acquisition.

(b) The president and board of trustees are given the power to acquire an interest in real estate for any other public purpose, pursuant to an ordinance adopted by an affirmative vote of the board members then holding office, or as otherwise provided by this Code.

Once the Village has acquired title by deed in lieu of foreclosure, the Village can apply to Cook County to have the outstanding property taxes on each property declared null and void. The above ordinances make clear that the Village is taking title by deed in lieu of foreclosure. This step is important because obtaining the property by mere quitclaim deed does not allow the taxes on the properties to be voided by the County. It must be clear to Cook County that the Village took title to the property by deed in lieu of foreclosure in order to have the outstanding property taxes voided.

If you have any questions concerning these documents, please do not hesitate to contact us.

SCHEDULE FOR CONSIDERATION: This item will appear on the Board Meeting Agenda for September 29, 2009, for discussion and your consideration at Final Reading.

ORDINANCE _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A DEED IN LIEU OF FORECLOSURE FOR THE PROPERTY COMMONLY KNOWN AS 258 ARCADIA, PARK FOREST, AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT

WHEREAS, the Village of Park Forest (hereinafter “Village”) is an Illinois Home Rule Municipality, pursuant to Article VII, Section 6, of the Constitution of the State of Illinois; and

WHEREAS, Rosie Garcia (hereinafter “Garcia”) is the owner of record of the property commonly known as 258 Arcadia, Park Forest, Illinois, PIN No. 32-30-207-053-0000 (hereinafter “Property”) and legally described as follows:

LOT 39 IN BLOCK 7 IN THE VILLAGE OF PARK FOREST AREA NUMBER 1, BEING A SUBDIVISION OF THE NORTHWEST ¼, AND THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF ELGIN, JOLIET, AND EASTERN RAILROAD IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 258 ARCADIA, PARK FOREST, ILLINOIS.

WHEREAS, the Village placed a lien on the Property in the amount of \$4,200.00 for the cutting of weeds and grass on the Property, pursuant to Section 11-20-7 of the Illinois Municipal Code, 65 ILCS 5/11-20-7, which lien was recorded with the Cook County Recorder of Deeds as Document No. 0915334075 (hereinafter “Lien”); and

WHEREAS, on June 4, 2009, the Village filed a Verified Complaint for Foreclosure in the Circuit Court of Cook County, Case No. 09 CH 18009, to foreclose on the Lien, and named Garcia and others as defendants in the matter; and

WHEREAS, Garcia was served with Summons and a copy of the Verified Complaint on July 27, 2009, and thereafter contacted one of the attorneys for the Village to indicate that she was willing to terminate her interest in the Property by tendering to the Village a deed in lieu of foreclosure in exchange for the Village relieving her from any and all personal liability for payment or performance or other obligations related to the Lien; and

WHEREAS, the Village desires to accept a deed in lieu of foreclosure from Garcia by warranty deed, subject to any other claims or liens affecting the Property, in substantially the form attached hereto as Exhibit A, and pursuant to the terms of a Settlement Agreement, in substantially the form attached hereto as Exhibit B; and

WHEREAS, general taxes and assessments for the years 1995, 2008 and 2009 are tax liens on the Property pursuant to the Illinois Property Tax Code, but pursuant to Section 21-95 of the Property Tax Code, 35 ILCS 200/21-95, when a municipality acquires property by a deed in lieu of foreclosure of a lien, all due or unpaid property taxes and existing liens for unpaid property taxes imposed or pending under any law or ordinance of the State of Illinois or any of its political subdivisions become null and void; and

WHEREAS, the Mayor and the Board of Trustees of the Village have determined that it is advisable to acquire the Property by deed in lieu of foreclosure of the Lien, and that the Property is being acquired for a public purpose pursuant to Section 2-2(b) of the Village Code, and pursuant to the Village's home rule authority.

NOW THEREFORE, BE IT ORDAINED 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: The foregoing recitals are incorporated into this Section 1 by reference as though fully set forth herein.

SECTION 2: The Mayor and the Board of Trustees of the Village hereby determine that it is in the best interests of the citizens of the Village to acquire the Property via deed in lieu of foreclosure for public purposes as may be determined.

SECTION 3: The Village Manager or his designee is hereby authorized and directed to execute the Settlement Agreement in substantially the form attached hereto, subject to attorney review, and to accept the deed in lieu of foreclosure in accordance with the terms of the final Settlement Agreement, and to further execute any and all documents necessary to effectuate acquisition of the Property via deed in lieu of foreclosure.

SECTION 4: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this _____ day of _____, 2009.

APPROVED:

MAYOR

ATTEST:

VILLAGE CLERK

AGENDA BRIEFING

DATE: September 21, 2009

TO: Mayor Ostenburg
Board of Trustees

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

RE: First Reading of an Ordinance Granting a Variation for Chapter 118 (“Zoning”), Article VI (“Off-Street Parking and Loading”), Section 279 (“Dimensional Requirements of Parking Lots”)

BACKGROUND/DISCUSSION:

The Zoning Board of Appeals (ZBA) has considered and made a recommendation on a request for a Variation to the parking dimensional requirements of the Zoning Ordinance for the property at 10 Norwood Boulevard (Lifetime Automotive Muffler and Brake).

The Zoning Ordinance requires that parking spaces designed at a 90 degree angle must be 9 feet wide by 18 feet 6 inches long. The property owner’s application requested a variance to stripe eight (8) parking spaces that would be 8 feet 4 inches wide. During the public hearing for this request, the property owner clarified that his request also included a variation to the length of the parking spaces to permit 18 foot long spaces. The parking spaces included in this request are identified as parking spaces #1-8 on the attached exhibit (submitted by the property owner, not drawn to scale).

As noted in the Staff report, because the attached exhibit is not drawn to scale, it is difficult to determine the exact location of parking spaces relative to the property lines. However, Staff visited the site and measured the location of the existing parking spaces relative to the building and the apparent front property line along Norwood Boulevard. It appears that parking space #8 may encroach into the public right-of-way. In addition, it appears that some or all of parking spaces #6-8 will encroach into the vision clearance required by Section 102-6(b) (Traffic and Vehicles) and Section 118-242(f)(2) (Zoning) of the Village Code of Ordinances. While this condition was not addressed by the ZBA, if the Board of Trustees approves this variation, it may be appropriate to consider conditioning the approval on submittal of a plat of survey that shows the exact location of each requested parking space and documents that the parking spaces will be located on the subject property and will not encroach into the required vision clearance.

The ZBA conducted a public hearing on this request at their meeting of September 15, 2009, and voted unanimously to recommend approval of the requested variation to the Zoning Ordinance. The ZBA’s recommended findings of fact are attached as well. Because the Board of Trustees has final authority for approval of this variation, the Board is responsible for making the required findings of fact. Therefore, the Board can either accept the ZBA’s findings of fact or revise them as desired.

For more details about this request, see the attached Staff report and the memo from Chair Nissim Eskenazi outlining the Zoning Board of Appeals' recommendation. The Village Attorney reviewed and approved the attached Ordinance.

SCHEDULE FOR CONSIDERATION: This item will appear on the Regular Agenda of September 29, 2009 for first reading.

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIATION TO CHAPTER 118 (“ZONING”),
ARTICLE VI (“OFF-STREET PARKING AND LOADING”),
SECTION 118-279 (“DIMENSIONAL REQUIREMENTS OF PARKING LOTS”)
OF THE CODE OF ORDINANCES OF
THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS**

WHEREAS, the Park Forest Zoning Ordinance establishes a process for the granting of variations to the provisions of the Ordinance; and

WHEREAS, Mr. James McDannel, owner of Lifetime Automotive Muffler and Brake located at 10 Norwood Boulevard, requested this variation to the provisions Section 118-279 of the Zoning Ordinance relating to parking dimensional standards for the property at 10 Norwood Boulevard; and

WHEREAS, the Zoning Board of Appeals conducted a public hearing to consider this application on September 15, 2009; and

WHEREAS, on August 30 and September 1, 2009, notice for said public hearing was published in the Park Forest edition of *Southtown/Star Newspaper*, a newspaper of general circulation within the Village, and notice of said public hearing was sent to all property owners within 250 feet of the subject property; and

WHEREAS, the Zoning Board of Appeals has unanimously recommended approval of the requested variation to this Ordinance, with no conditions; and

WHEREAS, the Mayor and Board of Trustees have determined that granting the variation to parking dimensional standards 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: Zoning Board of Appeals Findings and Recommendation. The findings and recommendation of the Zoning Board of Appeals, together with all reports and exhibits submitted at the public hearing, are hereby incorporated by reference herein and approved.

SECTION 3: Variation Granted. A Variation to Section 118-279 of the Zoning Ordinance is hereby granted pursuant to the Zoning Board of Appeal’s recommendation and

Section 118-26 of the Village Code to permit parking spaces at 10 Norwood Boulevard that are not in conformance with the parking dimensional requirements of Section 118-279 of the Zoning Ordinance.

SECTION 4: Conditions of Grant. There are no conditions required as part of the granting of this variation.

SECTION 5: 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 6: 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:

ATTEST:

Mayor

Clerk

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Nissim Eskenazi, Chair
Zoning Board of Appeals

DATE: September 18, 2009

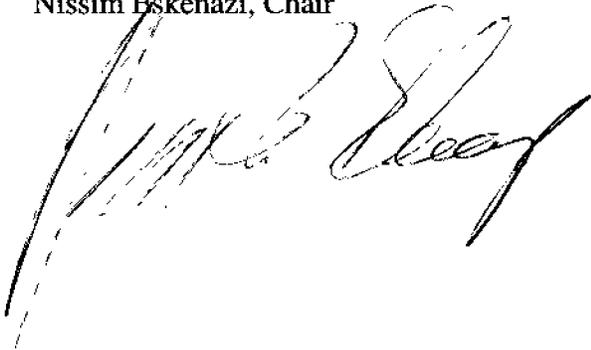
RE: Recommendation – Request for a Zoning Variance for Parking
Dimensions (Section 118-279) at 10 Norwood Boulevard

At our meeting on September 15, 2009, the Zoning Board of Appeals conducted a public hearing and considered a request for a Zoning Variance for Parking Dimensions (Section 118-279) at 10 Norwood Boulevard.

After taking public comment and discussing this item, the Zoning Board of Appeals voted unanimously to recommend approval of the Zoning Variance requested by Mr. Jim McDannel, owner of Lifetime Automotive Muffler and Brake, as described in the attached Staff memo (September 8, 2009). No conditions were recommended.

As required by State Statute and the Village's Zoning Ordinance, the Zoning Board of Appeals made Findings of Fact, which are attached for the Board's consideration.

Best regards,
Nissim Eskenazi, Chair

A handwritten signature in black ink, appearing to read 'Nissim Eskenazi', is written over the typed name. The signature is fluid and cursive, with a large initial 'N' and 'E'.

**ZONING BOARD OF APPEALS
FINDINGS OF FACT**

FOR: Request for a Zoning Variance for Parking Dimensions (Section 118-279) at 10 Norwood Boulevard

NOTE: The required findings of fact per State Statute and Village Ordinance are noted in *italics* and the Zoning Board of Appeals' response to each is underlined.

1. *The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.*

The potential loss of a couple of parking spaces will not harm the reasonable return of this business. However, it will be inconvenient to the customers if the business does not have sufficient parking.

2. *The plight of the owner is due to unique circumstances.*

The unique circumstances are that the business needs to be able to maneuver tow trucks on the property and deposit disabled vehicles into parking spaces #6-8. Using these parking spaces for disabled vehicles allows them to be moved into the repair bays more easily.

3. *The variation, if granted, will not alter the essential character of the locality.*

The variance will not alter the essential character of the locality.

4. *The particular physical surroundings, shape or topographical features of the property create a hardship, as distinguished from a mere inconvenience, if the strict letter of the regulations were applied.*

The business would experience a hardship if it lost parking spaces. The shape of the property would make it difficult to maneuver disabled vehicles into parking spaces #6-8 if those parking spaces were required to conform to the standard length required by the ordinance.

5. *The conditions applicable to this property are not generally applicable to other properties within the same zoning classification.*

This variance would not apply to other properties. Each case has to stand on its own.

6. *The purpose of the requested variance is not based exclusively on a desire to make more money from the property.*

The request allows for improved safety for vehicles maneuvering on the property. The request is not related to making more money.

7. *The alleged difficulty or hardship has not been created by the owner of the property.*

Agree.

8. *Granting this variance will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood.*

The variance will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

9. *Granting of this variance will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, endanger the public safety or substantially diminish or impair property values within the neighborhood.*

Granting the variance will not create these problems.

PLAN COMMISSION MEMO

TO: Zoning Board of Appeals

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

DATE: September 8, 2009

RE: NEW BUSINESS – Zoning Board of Appeals Meeting of September 15, 2009
Public Hearing to consider a Request for a Variance for Parking Dimensions at 10
Norwood Boulevard

A request has been submitted by Mr. James McDannel, owner of Lifetime Automotive Muffler and Brake located at 10 Norwood Boulevard, for a variance to Section 118-279 of the Park Forest Zoning Ordinance, which establishes certain required dimensions for parking lot design. The Zoning Ordinance requires that parking spaces designed at a 90 degree angle must be 9 feet wide by 18 feet 6 inches long. The property owner requests a variance to stripe eight (8) parking spaces that would be 8 feet 4 inches wide by 18 feet 6 inches long. These are identified as parking spaces #1-8 on the attached exhibit (submitted by the property owner, not drawn to scale). In addition, a copy of the relevant sections of the Zoning Ordinance is attached. The full Zoning Ordinance can be found on the Village's web site at www.villageofparkforest.com, Document Center, Village Code of Ordinances, Chapter 118.

As required by the Zoning Ordinance, notice of this public hearing was published in the Park Forest edition of the *Southtown/Star Newspaper* on August 30 and September 1, 2009. Also as required by the Zoning Ordinance, this notice was sent, via certified mail return receipt requested, to all property owners within 250 feet of the property. A second mailing was sent to all surrounding property owners via regular U.S. mail. There are 71 separate and distinct property owners within 250 feet of the subject property.

This request is being considered by the Zoning Board of Appeals (ZBA) pursuant to Section 118-26 of the Zoning Ordinance, which provides that the ZBA shall hold public hearings on all requests for variances and shall make its recommendations to the Board of Trustees. A variance may be granted by the Board only after either the Village Board or the ZBA has made findings of fact that specify the reasons for the variance. The required findings of fact are noted below, and a worksheet has been attached to assist the ZBA in drafting its findings of fact.

BACKGROUND

On November 4, 2008, the property owner submitted to the Village's Community Development Department a request for a permit to re-pave the parking lot at the subject property. The permit was granted on that same day, with the condition that a striping plan had to be submitted in compliance with the Zoning Ordinance, and the work had to be completed within six (6) months of issuance of the permit (by May 4, 2009). The property owner did complete the paving work on the property, but did not submit the required striping plan within six (6) months of issuance of the permit, or the additional one (1) month granted administratively. Therefore, on June 8, 2009,

the Village issued a citation to the property owner for failure to provide the required parking spaces.

The property owner submitted the initial application for a variance on June 24, one day prior to appearing in Administrative Court for the local ordinance violation. On June 25, the Administrative Court Judge gave the property owner an additional two weeks to comply with the local ordinance regarding the striping of the parking lot. Prior to the July 15 court date, the property owner striped 11 parking spaces to the rear of the building, plus one handicapped parking space, in compliance with the Village's parking dimension requirements. However, the property owner has requested a variance for eight (8) additional parking spaces to be striped in non-compliance with the Village's parking dimension requirements. These parking spaces are to be located on the east and south fronts of the building.

Because the attached exhibit is not drawn to scale, it is difficult to determine the exact location of parking spaces relative to the property lines. However, staff visited the site and measured the location of the existing parking spaces relative to the building and the apparent front property line along Norwood Boulevard. It appears that parking space #8 may encroach into the public right-of-way. In addition, it appears that some or all of parking spaces #6-8 will encroach into the vision clearance required by Section 102-6(b) (Traffic and Vehicles) and Section 118-242(f)(2) (Zoning) of the Village Code of Ordinances. An illustration of the vision clearance is attached. Note that if the ZBA recommends approval of the requested variance, it would be appropriate to condition the recommended approval on submittal of a plat of survey that shows the exact location of each requested parking space and documents that the parking spaces will be located on the subject property and will not encroach into the required vision clearance.

FINDINGS OF FACT

The Zoning Ordinance requires that a variation to the Ordinance shall not be granted unless findings of fact have been made relative to the specific case. These are described as follows:

1. The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
2. The plight of the owner is due to unique circumstances.
3. The variation, if granted, will not alter the essential character of the locality.
4. The particular physical surroundings, shape or topographical features of the property create a hardship, as distinguished from a mere inconvenience, if the strict letter of the regulations were applied.
5. The conditions applicable to this property are not generally applicable to other properties within the same zoning classification.
6. The purpose of the requested variance is not based exclusively on a desire to make more money from the property.
7. The alleged difficulty or hardship has not been created by the owner of the property.
8. Granting this variance will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood.
9. Granting of this variance will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the

danger of fire, endanger the public safety or substantially diminish or impair property values within the neighborhood.

The property owner's application is attached for reference, and the attached worksheet may be helpful in drafting the required findings of fact.

Zoning Board of Appeals Action: After conducting the public hearing, the Zoning Board of Appeals is asked to consider this request for a variance to Section 118-279 of the Zoning Ordinance regarding the required dimensions for parking lot design, and to make a recommendation to the Board of Trustees regarding this request. The ZBA's recommendation should include a response to each of the required findings of fact.

VILLAGE OF PARK FOREST, ILLINOIS

PETITION FOR ZONING VARIANCE

Filing Fee Section 118:25 (c) (5) \$100.00

Petitioner's Name: JAMES MCDANNEL Phone: 708-243-7787 (Home)
708-747-7337 (Office)

Address: 10 NORWOOD BLVD.

Property Interest of Petitioner: OWNER

Owner of Property: JAMES MCDANNEL

Address: 29817 COTTAGE GROVE AVE, BEECHER, IL 60401

Legal Description of Property: SEE ATTACHED

Common Address: 10 NORWOOD BLVD.

Permanent Index Number (Tax No., or P.I.N.): 31-25-202-012-0000

Lot Size: Width: APPROX 143 FT Depth: APPROX 120 FT Area: 17,160.
W/A SHORT 45° ANGLE AT SOUTH EAST CORNER

Present Use & Zoning: _____

Use of Surrounding Properties:

North: PARKING LOT East: ROADWAY-WESTERN AVE
South: ROADWAY-NORWOOD West: NORWOOD PLAZA DRIVEWAY
BLVD

Variance(s) Requested: SEE ATTACHED

The Zoning Board of Appeals is authorized to grant or recommend relief only when it has received adequate evidence to establish a practical difficulty or particular hardship. The evidenced must support each of the following three conditions:

- (a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone.
- (b) The plight of the owner is due to unique circumstances.
- (c) The variation, if granted, will not alter the essential character of the locality.

Please describe how this request meets the criteria by responding to the following questions in your own words.

1. How do the applicable zoning regulations prevent the property in question from yielding a reasonable return? THEY DO NOT PREVENT PROPERTY FROM YEALDING A REASONABLE RETURN, BUT LOSE OF PARKING SPOTS WOULD CREATE AN INCONVENIENCE TO CUSTOMERS AND STAFF, AS PARKING IS LIMITED ALREADY

2. What unique circumstances exist which mandate a variance? PARKING BARRIERS SHOULD MATCH PARKING SPACES TO AVOID TRIP HAZARDS

3. What impact would the granting of this variance have upon the essential character of the general area? This should include both positive and negative impacts. ZERO POSITIVE ZERO NEGATIVE

A site (plot) plan is required in order to consider a petition. Please attach a site plan to this application. If a site plan is not included with the petition it will not be accepted as an agenda item for the Board.

The ownership of all property held in a trust must be submitted on a Certificate of Ownership.

I, JAMES MCDANNEL, depose and say that the above statements are true and correct to the best of my knowledge and belief. I agree to be present in person or by representation when this petition is heard before the Zoning Board of Appeals.

James McDaniel
Petitioner's Signature

**PRO-TECH'S CAR CARE, INC.
DBA Lifetime Automotive Muffler & Brake**

**10 NORWOOD BLVD.
Park Forest, Illinois 60466
(708) 747-7337**

July 2, 2009

**Village of Park Forest
Zoning Board of Appeals, and
Board of Trustees**

**Re:
Application for Zoning Variance**

I would like to request the highlighted spaces be 8 foot 4 inches wide, instead of 9 feet. Spaces 1 through 5 have parking barriers to protect the building and large glass windows. Removing a parking spot will create a trip hazard, per Brian Best of the Best Striping Company. The parking barriers cannot be spread apart or a vehicle could partially get through them. We have had a vehicle, with no brakes, that was dropped off early one morning, go through the glass window and into our lobby.

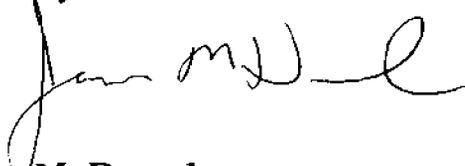
The parking spaces that were here prior to the replacement of the parking lot were 8 feet wide and correctly matched the protective parking barriers. They functioned well for years without incident and looked good.

Parking spaces numbered 6, 7, and 8 are where we park our tow-ins. These vehicles usually have no brakes, will not start, the wheels are bent under them, have broken steering or suspension part problems. These spots also have parking barriers to keep vehicles from rolling down into Norwood Plaza's driveway. There must be three (3) barriers here and to remove a parking spot would once again create a tripping hazard.

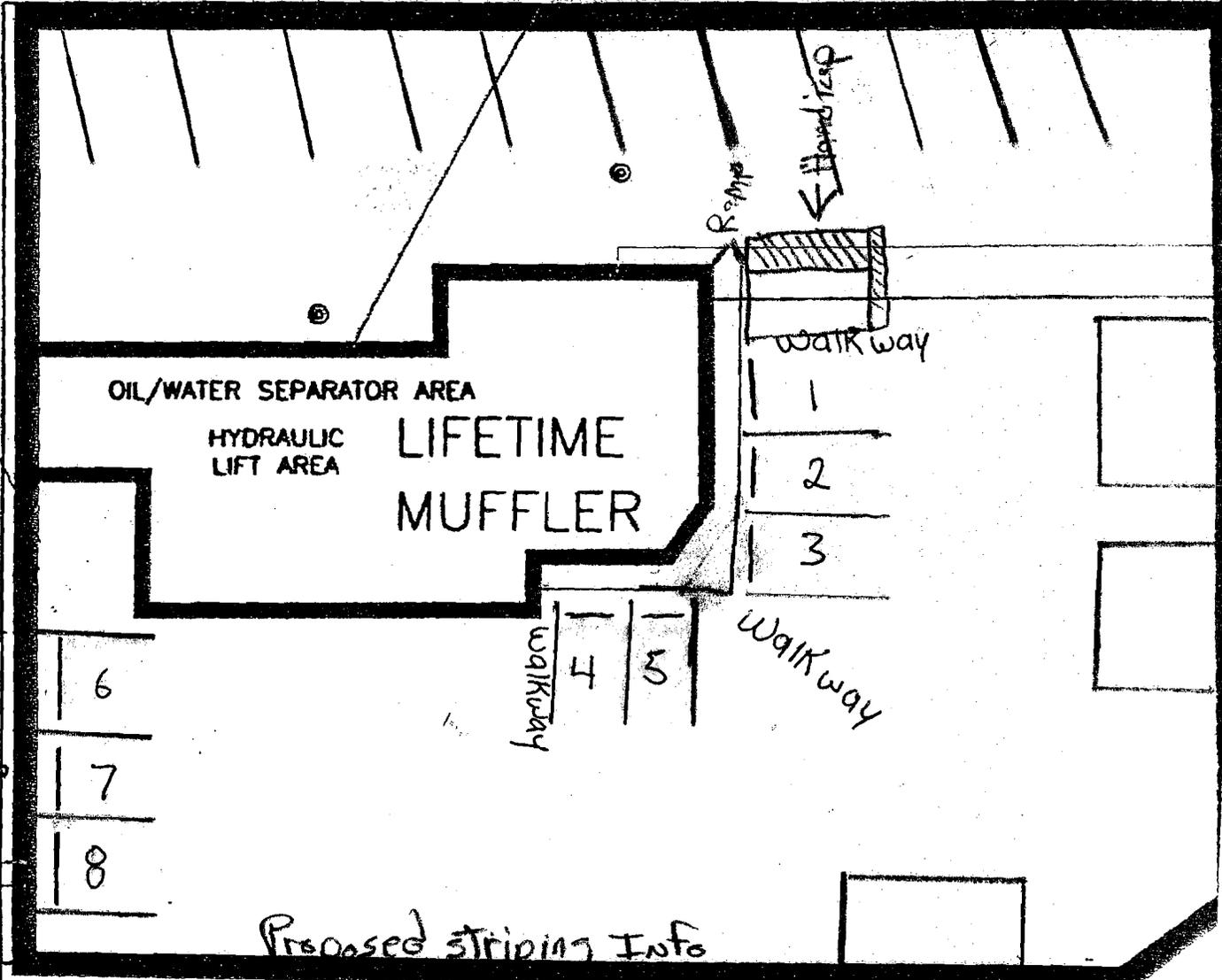
The vehicles parked in 6, 7, and 8, are usually very difficult to move and they have to be pushed or pulled to our service bays. These spots are the closest spots to our service doors. It would be greatly appreciated if we could keep all three. When we have snow or ice it can be very difficult to maneuver a vehicle with broken steering from anywhere on the lot. These spaces were also 8 feet wide, looked good and had no incidents.

Thank you for considering this variance.

Sincerely,



James Mc Dannel



E OIL
ST
EA

Roadway

NORWOOD DRIVE