

AGENDA

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

Village Hall

7:00 p.m.

November 21, 2011

1. A Motion to Approve an Engineering Service Agreement for Indianwood and Lakewood Improvements
2. A Resolution to Appropriate Motor Fuel Tax Funding for Resurfacing Design of Lakewood and Indianwood
3. Local Agency Agreement for Federal Participation for Orchard Drive
4. A Motion to Approve an Engineering Service Agreement for Orchard Drive Improvements

Adjournment

AGENDA BRIEFING

DATE: November 16, 2011

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Engineering Service Agreement for Indianwood and Lakewood Improvements

BACKGROUND/DISCUSSION: The Village through South Suburban Mayors and Managers Association has an opportunity to resurface Indianwood from Sauk trail to Western Ave. and Lakewood from Sauk Trail to Forest Blvd. The Funding for construction of this project would be 70/30 split. The estimated cost of construction and construction engineering is \$498,000. Village share would be \$149,400. The Village would be 100% responsible for design engineering.

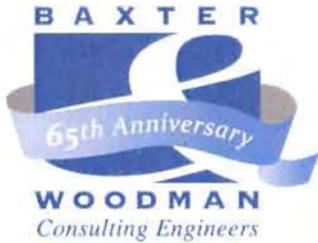
Baxter & Woodman has submitted a proposal to prepare plans and specifications for this project. The cost for this work is \$45,000.

South Suburban Mayors and Managers Association requested this project make the April 27, 2012 State letting to insure funding. In order to meet this letting date, pre-final plans must be submitted to IDOT by December 9. Baxter & Woodman stated that they will be able to make this date.

The design work will be funded using Motor Fuel Tax.

DPW requests the Board enter into agreement with Baxter & Woodman to provide Design Engineering Services for the Indianwood and Lakewood improvements.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Special Rules and Regular meeting of November 21 for discussion and consideration.



Mr. Kenneth A. Eyer
Village of Park Forest
350 Victory Drive
Park Forest, IL 60466

November 4, 2011

***Subject: Village of Park Forest – Lakewood and Indianwood Boulevards
STP Street Resurfacings
Section No.: 11-00095-00-RS***

Dear Mr. Eyer:

Enclosed for your review and approval are the following documents in connection with the STP Street Resurfacings of Lakewood and Indianwood Boulevards:

- Five (5) copies of a Preliminary Engineering Services Agreement (BLR 05510) between the Village and Baxter & Woodman, Inc. not to exceed \$45,000.
- Five (5) copies of a Resolution for Improvement (BLR 09111) authorizing \$45,000 of Motor Fuel Tax funds to be used for this purpose.

Upon approval by the Village Board, all five copies of the enclosed documents should be signed/sealed by the Mayor and Village Clerk and returned to our attention for forwarding to the Illinois Department of Transportation.

If you have any questions or require additional information, do not hesitate to contact me.

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "L. Haussmann".

Louis D. Haussmann, P.E., PTOE
Vice President/COO
Encl.

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Municipality Village of Park Forest	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Baxter and Woodman, Inc.
Township				Address 8840 West 192 nd Street
County Cook				City Mokena
Section 11-00095-00-RS				State Illinois, 60448

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name 1) Indianwood Boulevard and 2) Lakewood Boulevard

Route	1) FAU 1056 2) FAU 1055	Length	1) 0.758 2) 0.928	Mi.	1) 4,000 2) 4,900	FT	(Structure No. NA)
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Termini 1) Sauk Trail to Western Avenue and 2) Sauk Trail to Orchard Drive

Description:

Preliminary Engineering for STP street resurfacings. ENGINEER's project number 091213.40.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plans, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	Lump Sum not to exceed	(see note)
	<u>\$45,000 as shown on</u>	%
	<u>Exhibit C.</u>	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 152 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 152 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 152 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Village of Park Forest _____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Mayor and Board of Trustees _____

Village _____ Clerk

By _____

(Seal)

Title Mayor _____

Executed by the ENGINEER:

Baxter and Woodman, Inc. _____

ATTEST:

8840 West 192nd Street _____

By Barbara Tobeno _____

Mokena, IL 60448 _____

Title Deputy Secretary _____

By [Signature] _____

Title Vice President _____

Approved

Date
Department of Transportation

Regional Engineer

VILLAGE OF PARK FOREST, ILLINOIS
VARIOUS LOCATION STP PROJECT
SECTION NO.: 11-00095-00-RS

EXHIBIT A

PROJECT DESCRIPTION

The PROJECT is located at two locations within the Village.

- 1) Indianwood Boulevard beginning at Sauk Trail to the south and ending at Western Avenue to the north. The length is approximately 4,000 feet.
- 2) Lakewood Boulevard beginning at Sauk Trail to the south and ending at Orchard Drive to the north. The length is approximately 4,900 feet.

The work on both locations will consist of HMA resurfacing, surface patching, base repair, curb and gutter repairs, drainage and utility structure adjustments, pavement markings, and parkway restoration.

VILLAGE OF PARK FOREST, ILLINOIS
VARIOUS LOCATION STP PROJECT
SECTION NO.: 11-00095-00-RS

EXHIBIT B

SCOPE OF SERVICES

1. MANAGE PROJECT – Plan, schedule and control the activities that must be performed to complete the PROJECT including budget, schedule, and scope. Confer with LA staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT and to review available data. Prepare and submit monthly invoices and coordinate invoices from subconsultants. Attend one kick-off meeting with the LA to review the PROJECT and establish PROJECT criteria and clear lines of communication, and attend up to two progress meetings to review the Plans, Contract Proposal and Estimate of Cost prior to submittal to the DEPARTMENT.
2. PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATE OF COST
 - FIELD EVALUATION – Perform a field evaluation on the condition of existing pavements and curbs and gutters, and calculate quantities of pavement repair.
 - AGENCY COORDINATION – Meet and coordinate the proposed improvements with the DEPARTMENT and County Highway Department. Notify and coordinate the proposed improvements with utility companies.
 - PRELIMINARY GEOMETRIC PLANS - Prepare the pavement design and geometric plan design for the proposed improvements.
 - ESTIMATE OF COST – Prepare summary of quantities, schedules of materials and an engineer’s estimate of cost
 - PROJECT DETAILS AND STANDARDS – Prepare a Cover Sheet, Typical Sections, Design Details, Summary of Quantities, and DEPARTMENT Standard Detail sheets.
 - SPECIAL PROVISIONS - Prepare special provisions in accordance with DEPARTMENT guidelines.

- PHASE ONE DOCUMENTATION – Prepare and submit Phase I documentation as required for a STP project in accordance with the DEPARTMENT Bureau of Design and Environment Manual and the Bureau of Local Roads and Streets Manual.
- QC/QA – Perform an in-house peer review and constructability review of the pre-final plans, specifications, and estimates of cost for the PROJECT.

3. FINAL PLANS, SPECIFICATIONS, AND ESTIMATE OF COST

- FINAL CONTRACT PLANS AND CONTRACT PROPOSAL – Prepare contract documents consisting of Plans, Special Provisions, Contract Proposals, and Engineer’s Estimate of Probable Construction Cost and submit these documents to the DEPARTMENT for the LA to receive construction bids. Make any necessary changes to the documents as required by the DEPARTMENT in order to secure approval.

VILLAGE OF PARK FOREST, ILLINOIS
VARIOUS LOCATION STP PROJECT
SECTION NO.: 11-00095-00-RS

EXHIBIT C

PRELIMINARY ENGINEERING

Route: Various
Local Agency: Village of Park Forest
(Municipality/Township/County)
Section: 11-00095-00-RS
Project:
Job No.: 091213.40

*Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing:	
Overhead Rate (OH)	<u>152%</u>
Complexity Factor (R)	<u>0</u>
Calendar Days	<u>120</u>

Method of Compensation:
Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3 14.5%[(2.8 + R)DL] + IHDC
Direct Labor Multiple
Specific Rate
Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
MANAGE PROJECT	SR. ENGINEER I	24	\$41.87	\$1,005	\$1,528		\$100	\$382	\$3,015
PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATE OF COST									
FIELD EVALUATION	ENGR. TECH II	60	\$27.76	\$1,666	\$2,532	\$2,000	\$300	\$652	\$7,150
	SR ENGINEER I	12	\$41.87	\$502	\$763		\$100	\$198	\$1,563
AGENCY COORDINATION	SR ENGINEER I	24	\$41.87	\$1,005	\$1,528		\$150	\$389	\$3,072
PRELIMINARY GEOMETRIC PLANS	SR ENGINEER I	40	\$41.87	\$1,675	\$2,546			\$612	\$4,833
	ENGINEER I	40	\$31.74	\$1,270	\$1,930			\$464	\$3,664
	CADD OP II	60	\$30.28	\$1,817	\$2,762			\$664	\$5,243
ESTIMATE OF COST	ENGINEER I	24	\$31.74	\$762	\$1,158			\$278	\$2,198
PROJECT DETAILS AND STANDARDS	ENGINEER I	16	\$31.74	\$508	\$772			\$186	\$1,466
	CADD OP II	8	\$30.28	\$242	\$368			\$88	\$698
SPECIAL PROVISIONS	ENGINEER I	16	\$31.74	\$508	\$772			\$186	\$1,466
	CLERICAL	8	\$23.95	\$192	\$292		\$30	\$75	\$589
PHASE I DOCUMENTATION	ENGINEER I	16	\$31.74	\$508	\$772			\$186	\$1,466
	CADD OP II	8	\$30.28	\$242	\$368			\$88	\$698
QC/QA	SR ENGINEER I	16	\$41.87	\$670	\$1,018			\$245	\$1,933
FINAL PLANS, SPECIFICATIONS AND ESTIMATE									
FINAL CONTRACT PLANS AND CONTRACT PROPOSAL	ENGINEER I	40	\$31.74	\$1,270	\$1,930			\$464	\$3,664
	CADD OP II	16	\$30.28	\$484	\$736			\$177	\$1,397
	CLERICAL	12	\$23.95	\$287	\$436		\$50	\$112	\$885
TOTALS		440		\$ 14,613	\$ 22,211	\$ 2,000	\$ 730	\$ 5,446	\$ 45,000

In-House Direct Costs:
VEHICLE EXPENSES - TRAVEL 1182 MILES @ \$0.55/MILE = \$650
UPS SHIPPING EXPENSES: \$80

Services by Others:
PAVEMENT CORES \$2,000

AGENDA BRIEFING

DATE: November 16, 2011

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: MFT Resolution for Design

BACKGROUND/DISCUSSION:

This item is to appropriate motor fuel tax funding for Baxter & Woodman to prepare plans and specifications for the resurfacing of Lakewood and Indianwood project. The cost for this work is \$45,000.

DPW requests the Board approve the Resolution for Improvement by Municipality Under the Illinois Highway Code for Preliminary Engineering for STP street resurfacing for the Indianwood and Lakewood improvements.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Special Rules and Regular meeting of November 21 for discussion and consideration.

AGENDA BRIEFING

DATE: November 16, 2011

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Local Agency Agreement for Federal Participation for Orchard Dr.

BACKGROUND/DISCUSSION: The Orchard Dr Reconstruction Project has been accepted and scheduled for bidding on the January 20, 2012 State letting. In order to meet this targeted letting the Illinois Department of Transportation requires the Village Board to approve the Local Agency Agreement for Federal Participation and return it by November 25. This agreement provides FHWA (STU) funding in the amount not to exceed \$6,946,513.00. This is based on 70% of the actual construction (\$9,100,000) and construction engineering costs (\$823,590) which total \$9,923,590.00. The Village share is estimated to be \$2,977,077.00

Funding for the Village share will utilize proceeds from the Canadian National settlement of \$2,450,000.00 and the remaining portion of the cost of \$527,077 will be funded by the General fund reserves or available Motor Fuel Tax dollars or a combination of both. This will be dependent on the actual bid results.

The Department of Public works recommends the Board enter into this agreement to improve Orchard Drive in accordance with plans approved by the State and the State's policies and procedures approved and/or required by the Federal Highway Administration.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Special Rules and Regular meeting of November 21 for discussion and consideration.



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
Village of Park Forest	X			
Section	Fund Type	ITEP Number		
06-00090-00-FP	STU			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-430-06	M-8003(661)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Orchard Drive Route FAU 2836 Length 2.22 miles
 Termini From Sauk Trail (FAU 1632) to US Route 30/Lincoln Highway (FAP 353)

Current Jurisdiction LA Existing Structure No N/A

Project Description

The improvements include a combination of reconstruction and resurfacing of Orchard Drive, installing curb and gutter, repair of storm sewer and sidewalk, traffic signal modifications at five intersections, and restoration of parkways and driveways. Engineer's Project No. 060670.60.

Division of Cost

Type of Work	STU	%	STATE	%	LA	%	Total
Participating Construction	6,370,000	(*)		()	2,730,000	(BAL)	9,100,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering	576,513	(*)		()	247,077	(BAL)	823,590
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 6,946,513		\$		\$ 2,977,077		\$ 9,923,590

*Maximum FHWA (STU) Participation 70% Not to Exceed \$6,946,513.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map Number 2 Maintenance and Energy Provisions

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

John A. Ostenburg

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6006040 conducting business as a Governmental
Entity.

DUNS Number _____

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By: _____

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

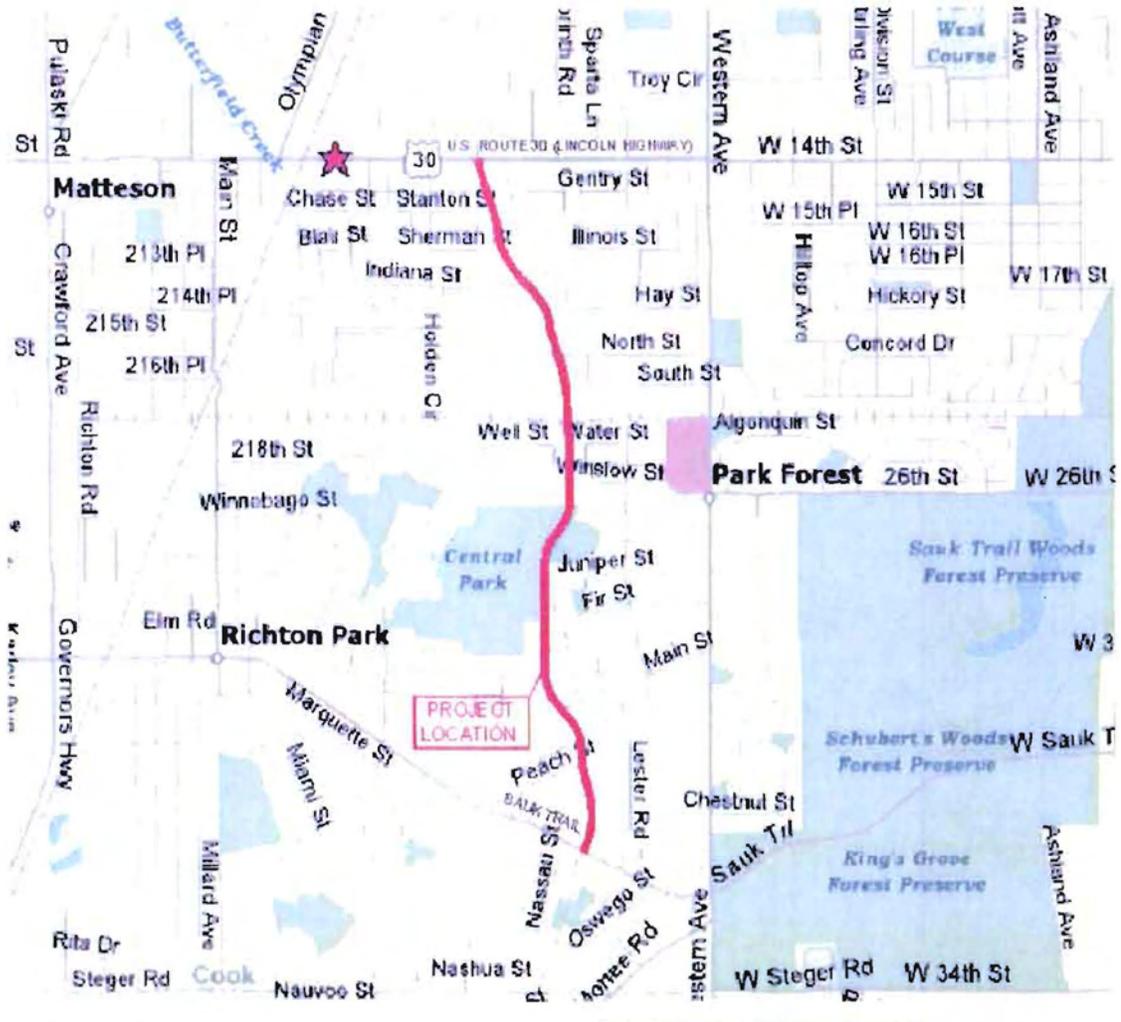
Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Acting Director of Finance and Administration

Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



LOCATION MAP

Orchard Drive (FAU 2836) from
U.S. Route 30 (Lincoln Highway) (FAP 353) to Sauk Trail (FAU 1632)
Village of Park Forest, Cook County, Illinois

ADDENDUM #2

An addendum to the Local Agency Agreement
Village of Park Forest
FAU 2836 / Orchard Drive: At U.S. Route 30 (Lincoln Highway)
Section No.: 06-00090-00-FP
Project No.: M-8003(661)
Job No.: C-91-430-06
Cook County

CHANGES IN "AGREEMENT PROVISIONS"
UNDER "IT IS MUTUALLY AGREED":

The following items are added:

6. All traffic control equipment to be used in the traffic signal work included herein must be approved by the STATE prior to its installation. The STATE must be notified a minimum of seven (7) working days prior to the final inspection. Final inspection of the signalized intersection will be made by a representative of the STATE, and, if satisfactory, authorization for turn on will be given.
7. Upon acceptance of the traffic signal by the STATE the financial responsibility for maintenance and electrical energy for the operation of the traffic signal at the intersection shall be proportioned as follows:

	MAINTENANCE	ELECTRICAL ENERGY
U.S. Route 30 at Orchard Drive	100% STATE	100% STATE

and continue a part of the Master Agreement between the LA and the STATE effective July 1, 2011.

8. The actual maintenance of traffic signals at the intersection of U.S. Route 30 with Orchard Drive will be performed by the STATE with its own forces or through ongoing contractual agreement.
9. The financial responsibility for the maintenance of the Emergency Vehicle Preemption equipment and LED Internally Illuminated Street Signs at the signalized intersection above shall be borne by the LA.
10. The STATE retains the right to control the sequence and timing of the traffic signals and interconnect.
11. Payment by the STATE of any or all of its share of maintenance is contingent upon the STATE receiving adequate funds in its annual appropriation.
12. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal which requires modernization or reconstruction to said traffic signal then the LA agrees to be financially responsible for all costs to relocate or reconstruct emergency vehicle pre-emption equipment and LED Internally Illuminated Street Name Signs,, and proportionate costs of the traffic signals in conjunction with the STATE's proposed improvement.

AGENDA BRIEFING

DATE: November 16, 2011

TO: Mayor Ostenburg
Board of Trustees

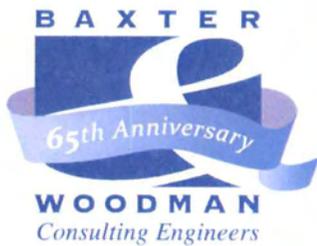
FROM: Kenneth Eyer

RE: Engineering Service Agreement for Orchard Dr. Improvements

BACKGROUND/DISCUSSION: The Orchard Dr Reconstruction Project has been accepted and scheduled for bidding on the January 20, 2012 State letting. If the Board enters into Local Agency Agreement for Federal Participation to comply with item 3 under Local Agency Agrees, "To provide..... engineering supervision during construction of proposed improvement", Baxter & Woodman has submitted an agreement for the necessary Construction Engineering Services (ESA). Baxter & Woodman will provide these services for a Total of \$823,590.00. According to the Local Agency Agreement for Federal Participation the Village will be responsible for \$247,077.00 (30%) of this amount.

DPW requests the Board enter into agreement with Baxter & Woodman to provide Engineering Services for the Orchard Drive improvements.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Special Rules and Regular meeting of November 21 for discussion and consideration.



Mr. Kenneth A. Eyer, P.E.
Village of Park Forest
350 Victory Drive
Park Forest, IL 60466

November 18, 2011

Subject: Village of Park Forest – Orchard Drive Improvements
Section No.: 06-00090-00-FP
Project No.: M-8003 (661)
Job No.: C-91-430-06

Dear Mr. Eyer:

The subject project has been reviewed and approved by the Illinois Department of Transportation and is ready to bid on the January 20, 2012 State letting. The improvements are intended for Orchard Drive and include pavement rehabilitation and storm sewer improvements. In order for the project to be placed on the State's letting, the following items need to be approved by the Village Board and returned to IDOT by November 25, 2011:

- Five (5) copies of BLR 05611 - Construction Engineering Service Agreement for Federal Participation - \$823,590.00
- Five (5) copies of BLR 05310 - Local Agency Agreement for Federal Participation.

Please review the items and place them on the Agenda for the upcoming Village Board meeting. Upon approval by the Village Board, all five copies of the enclosed documents should be signed and sealed by the Mayor and Village Clerk and returned to our attention for forwarding to the Illinois Department of Transportation.



Mr. Kenneth A. Eyer
Village of Park Forest

November 18, 2011
060670.60 • Page No. 2

If you have any questions, please do not hesitate to contact me.

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Louis D. Haussmann, P.E., PTOE
Vice President/COO

Enc.

- h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
 - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

II. THE LA AGREES,

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance program; and
- (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Baxter & Woodman, Inc.	36-2845242	\$767,252.00
Sub-Consultants:	TIN Number	Agreement Amount
Seeco Consultants	36-3458492	\$47,748.00
Dixon Engineering, Inc.	38-2505705	\$8,590.00
	Sub-Consultant Total:	\$56,338.00
	Prime Consultant Total:	\$767,252.00
	Total for all Work:	\$823,590.00

Executed by the LA:

Village of Park Forest
(Municipality/Township/County)

ATTEST:

By: _____
Clerk

By: _____
Title: President

(SEAL)

Executed by the ENGINEER:

Baxter & Woodman, Inc.
8840 West 192nd Street
Mokena, Illinois 60448

ATTEST:

By: Barbara Toben
Title: Deputy Secretary

By: [Signature]
Title: Vice President

Exhibit A - Construction Engineering

Route: Orchard Drive
 Local Agency: Village of Park Forest
 (Municipality/Township/County)
 Section: 06-00090-00-FP
 Project: M-8003(661)
 Job No.: C-91-430-06

*Firm's **approved rates** on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH) 152 %
 Complexity Factor (R) 0.00
 Calendar Days 481

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
2012 (302 Calendar Days)									
PROJECT INITIATION	SR ENGR IV	40	\$52.07	\$2,083.00	\$3,166.00		\$56.00	\$769.00	\$6,074.00
	CLERICAL	16	\$24.67	\$395.00	\$600.00		\$30.00	\$149.00	\$1,174.00
CONSTRUCTION	SR ENGR V	16	\$58.65	\$938.00	\$1,426.00			\$343.00	\$2,707.00
ADMINISTRATION	SR ENGR IV	400	\$52.07	\$20,828.00	\$31,659.00		\$158.00	\$7,633.00	\$60,278.00
	ENGR TECH III	80	\$36.80	\$2,944.00	\$4,475.00		\$132.00	\$1,095.00	\$8,646.00
	CAD OPER IV	80	\$41.92	\$3,354.00	\$5,098.00			\$1,226.00	\$9,678.00
	CLERICAL	16	\$24.67	\$395.00	\$600.00		\$152.00	\$166.00	\$1,313.00
FIELD OBSERVATION,	SR ENGR IV	80	\$52.07	\$4,166.00	\$6,332.00			\$1,522.00	\$12,020.00
DOCUMENTATION,	ENG TECH III-No.1	2200	\$36.80	\$80,960.00	\$123,059.00		\$3,432.00	\$30,080.00	\$237,531.00
& CONSTRUCTION	ENG TECH III-No.2	2000	\$36.80	\$73,600.00	\$111,872.00		\$3,432.00	\$27,391.00	\$216,295.00
STAKING	CAD OPER IV	40	\$41.92	\$1,677.00	\$2,549.00			\$613.00	\$4,839.00
	ENGR TECH II	80	\$28.59	\$2,287.00	\$3,476.00		\$132.00	\$855.00	\$6,750.00
MATERIAL TESTING						\$40,000.00			\$40,000.00
Sub-Totals		5,048		\$193,627.00	\$294,312.00	\$40,000.00	\$7,524.00	\$71,842.00	\$607,305.00

(3% Payroll Rate Increase over 2011)

Route: Orchard Drive
 Local Agency: Village of Park Forest
 (Municipality/Township/County)
 Section: 06-00090-00-FP
 Project: M-8003(661)
 Job No.: C-91-430-06

*Firm's **approved rates** on file with IDOT'S
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 152 %
 Complexity Factor (R) 0.00
 Calendar Days 481

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
2013 (179 Calendar Days)									
CONSTRUCTION	SR ENGR V	2	\$60.41	\$121.00	\$184.00			\$44.00	\$349.00
ADMINISTRATION	SR ENGR IV	80	\$53.63	\$4,290.00	\$6,521.00			\$1,568.00	\$12,379.00
	ENGR TECH III	24	\$37.90	\$910.00	\$1,383.00			\$333.00	\$2,626.00
	CLERICAL	12	\$25.41	\$305.00	\$464.00		\$15.00	\$114.00	\$898.00
FIELD OBSERVATION& DOCUMENTATION	SR ENGR IV	24	\$53.63	\$1,287.00	\$1,956.00			\$470.00	\$3,713.00
	ENG TECH III-No.1	960	\$37.90	\$36,384.00	\$55,304.00		\$1,585.00	\$13,525.00	\$106,798.00
	ENG TECH III-No.2	240	\$37.90	\$9,096.00	\$13,826.00		\$396.00	\$3,381.00	\$26,699.00
COMPLETION OF PROJECT	SR ENGR IV	80	\$53.63	\$4,290.00	\$6,521.00			\$1,568.00	\$12,379.00
	ENGR TECH III	200	\$37.90	\$7,580.00	\$11,522.00			\$2,770.00	\$21,872.00
	CAD OPER IV	40	\$43.18	\$1,727.00	\$2,625.00			\$631.00	\$4,983.00
	ENGR TECH II	80	\$29.45	\$2,356.00	\$3,581.00		\$396.00	\$918.00	\$7,251.00
MATERIAL TESTING-DIXON						\$8,590.00			\$8,590.00
MATERIAL TESTING-SEECO						\$7,748.00			\$7,748.00
Sub-Totals		1,742		\$68,346.00	\$103,887.00	\$16,338.00	\$2,392.00	\$25,322.00	\$216,285.00

(3% Payroll Rate Increase over 2012)

TOTALS	6,790		\$261,973.00	\$398,199.00	\$56,338.00	\$9,916.00	\$97,164.00	\$823,590.00
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In-House Direct Costs: (See Attachment for Breakdown)
 Services by Others: Dixon Engineering, Inc.
 Seeco Consultants

= \$9,916.00
 = \$8,590.00
 = \$47,748.00

VILLAGE OF PARK FOREST, ILLINOIS
ORCHARD DRIVE (FAU 2836) – GCA & RPR
SECTION NO.: 06-00090-00-FP

EXHIBIT C

BAXTER & WOODMAN, INC.
2011 SCHEDULE OF HOURLY WAGE RATES
AND OVERHEAD COSTS FOR PROFESSIONAL SERVICES
ILLINOIS DEPARTMENT OF TRANSPORTATION

EMPLOYEE CLASSIFICATION	HOURLY WAGE RATES
Principal	\$66 to \$73
Sr. Engineer V	\$52 to \$61
Sr. Engineer IV	\$49 to \$51
Sr. Engineer III	\$46 to \$49
Sr. Engineer II	\$44 to \$47
Sr. Engineer I	\$40 to \$45
Engineer III	\$39 to \$40
Engineer II	\$34 to \$37
Engineer I	\$29 to \$34
Engineer Tech IV	\$52 to \$53
Engineer Tech III	\$33 to \$39
Engineer Tech II	\$24 to \$29
Engineer Tech I	\$15 to \$20
CAD Operator IV	\$38 to \$46
CAD Operator III	\$33 to \$37
CAD Operator II	\$28 to \$31
CAD Operator I	\$21 to \$22
Clerical	\$22 to \$28

General and employee overhead is 152% of employee compensation.

Mileage Charges - As set by the U.S. Internal Revenue Service.

Traffic Counters - \$50/day.

Postage - At cost.

VILLAGE OF PARK FOREST, ILLINOIS
ORCHARD DRIVE (FAU 2836) – GCA & RPR
SECTION NO.: 06-00090-00-FP

EXHIBIT D & E

BAXTER & WOODMAN, INC.

OVERHEAD* RATE AS
PERCENTAGE RATE OF EMPLOYEE COMPENSATION

	Total Percent
Salaries with Retirement Plan	118.00%
Repairs	2.00%
Rents	7.00%
Taxes	1.00%
Depreciation	4.00%
Dues & Subscriptions	1.00%
Utilities (Electric, etc.)	1.00%
Insurance	4.00%
Professional Services	1.00%
Office Supplies & Services	2.00%
Computer Service	3.00%
Recruitment & Training	1.00%
Telephone	2.00%
Reproduction	1.00%
Postage	1.00%
Automotive Expense	2.00%
Misc. Services & Expenses	1.00%
IDOT Approved Rate	152.00%

*Payroll Burden and Indirect Cost

VILLAGE OF PARK FOREST, ILLINOIS
ORCHARD DRIVE (FAU 2836) - GCA & RPR
SECTION NO.: 06-00090-00-FP

EXHIBIT F

ANTICIPATED PROJECT SCHEDULE

<u>Action</u>	<u>Target Date</u>
Notice to Proceed from State	March, 2012
Begin Construction	May, 2012
Substantial Completion	June, 2013

VILLAGE OF PARK FOREST, ILLINOIS
ORCHARD DRIVE (FAU 2836) - GCA & RPR
SECTION NO.: 06-00090-00-FP

IN-HOUSE DIRECT EXPENSES

Mileage: (rounded to nearest dollar)

- Project Initiation:	1 trip to IDOT	<u>102 mi</u> 102 mi x 0.555 = \$56.00
- Construction Administration:	22 trips to Village	<u>522 mi</u> 522 mi x 0.555 = \$290.00
- Construction Staking	10 trips to Site	<u>238 mi</u> 238 mi x 0.555 = \$132.00
- Field Observation:	670 trips to Site	<u>15,936 mi</u> 15,936 mi x 0.555 = \$8,845.00
- Completion of Project	30 trips to Site	<u>712 mi</u> 712 mi x 0.555 = \$396.00

Subtotal \$9,719.00

UPS/FED EX Shipping:	Assume 9 shipments @ \$5 per shipment	= <u>\$45.00</u>
	Exhibits and Printing	= <u>\$152.00</u>

Total \$9,916.00

Construction Monitoring & Observations
 Construction Materials Testing
 Tunnels and Underground Openings
 Geotechnical Engineering & Evaluation

SEECO Consultants Inc.
 CONSULTING ENGINEERS

Subsurface Explorations
 Foundation Analysis & Design
 Structural Rehabilitation
 Condition Surveys
 Dams and Drainage Studies

October 10, 2011

Mr. Dennis Dabros, P.E.
 Baxter & Woodman
 8840 West 192nd Street
 Mokena, Illinois 60448

PROPOSAL AND CONTRACT
 Construction Materials Testing Services
 FAU 2836 Orchard Dr., Park Forest, IL

Dear Mr. Dabros:

SEECO Consultants, Inc. is pleased to submit our proposal for the above referenced project. In preparing our proposal, we have reviewed the quantities provided, discussed the project particulars with you and have incorporated the same within. QA site and plant services only. Plans were not reviewed/provided. Local funding.

The estimated sequencing is as follows:

Concrete –	
Curb/Gutter	8 Inspections
Sidewalk	8 Inspections
Pavement/Base Course/Driveways	8 Inspections
Bituminous	16 Inspections
Soils	4 Trips

Portland Cement Concrete

Plant and Field Inspection – PCC Level II	
Estimate 144 hours @ \$110.00/hr	\$15,840.00
Concrete Cylinder Tests	
Estimate 96 cylinders @ \$23.00/cyl	\$ 2,208.00
Cylinder Pickup	
Estimate 10 hours @ \$95.00/hr	\$ 950.00
Project Engineer (Coordination, Meetings and Report Review)	
Estimate 20 hours @ \$130.00/hr	\$ 2,600.00
Concrete Subtotal:	\$21,598.00

Bituminous Paving

Plant and Field Inspection – Bituminous Level II	
Estimate 128 hours @ \$110.00/hr	\$14,080.00
Core Density (Cut by Contractor)	
Estimate 50 cores @ \$50.00/core	\$ 2,500.00
Project Engineer (Coordination, Meetings and Report Review)	
Estimate 20 hours @ \$130.00/hr	\$ 2,600.00
Nuclear Gauge	
Estimate 16 days @ \$50.00/day	\$ 800.00

Extraction/Gradation Tests	
Estimate 10 tests @ \$175.00/test	<u>\$ 1,750.00</u>
Bituminous Subtotal:	\$21,730.00
Soils	
Soils Field Engineer	
Estimate 32 hrs @ \$110.00/hr	\$ 3,520.00
Cone Penetrometer	
Estimate 2 days @ \$120.00/day	\$ 280.00
Project Engineer (Coordination, Meetings and Report Review)	
Estimate 4 hours @ \$130.00/hr	<u>\$ 520.00</u>
Soils Subtotal:	\$ 4,420.00
ESTIMATED PROJECT TOTAL:	<u>\$ 47,748.00</u>

Invoicing terms will be net 30 days from date of invoice. If the proposal and the attached General Conditions are acceptable, please indicate by signing and returning it to our office. Overtime rates of 1.5 times the base rate will be charged for hours in excess of eight hours (before 7:00 and after 3:30) per day and weekend hours. All field charges are portal to portal with an eight hour minimum unless SEECO is able to schedule the field representative for a second site. Rates valid for 2011 construction season. Negotiated increases required if prevailing wage rates increase.

SEECO's field representatives are represented by Local 150 of the Operating Engineers. Onsite cancellations are subject to an eight hour minimum charge. Telephone cancellations after travel commences are subject to a minimum charge of three hours.

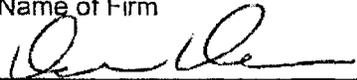
If there are any questions with regards to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

APPROVED:

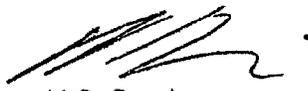
SEECO Consultants, Inc.

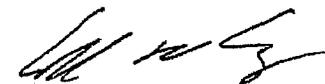
BAXTER WOODMAN, INC.
Name of Firm


Authorized Signature

DENNIS DABROS
Printed Authorized Signature

10.11.11
Date


Donald C. Cassier
Director of Field Services


Collin W. Gray, S.E., P.E.
President

Please sign one copy and return it to our office and retain one copy for your files.

SEECO Consultants Inc. - General Conditions-11/10

Scope of Work

SEECO Consultants Inc. (hereinafter called SEECO) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SEECO will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted. Contract does not include the provision for prevailing wage rates unless otherwise stated. Acceptance of services proposed herewith - prior to contract execution- implies and constitutes acceptance of rates and conditions set forth in this contract unless explicitly agreed upon mutually in writing prior to inception of services.

Soil Boring Locations

It is understood that the Client will furnish SEECO with a diagram indicating both the location of the site and the borings on that site. SEECO reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SEECO reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SEECO prior to the date of this contract. SEECO will contact the underground utility locate network responsible in the locale being drilled. However, SEECO is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SEECO will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SEECO is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

Construction Observation and Testing

Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Cancellations after travel time has commenced will incur a minimum charge of 3 hours to the client.

Access to Sites

Unless otherwise agreed, the Client will furnish SEECO with right-of-access to the site in order to conduct the planned investigation or inspection. SEECO will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SEECO will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

Samples/Reports

All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SEECO in writing to the contrary. SEECO will furnish three copies of each report to the client.

Subcontracts/Assignments

SEECO reserves the right to subcontract drilling and related support services to SEECO Environmental Services Inc. and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SEECO.

Invoices

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of receipt of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

Liability

SEECO is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit \$1,000,000) and property damage (limit \$1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SEECO agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SEECO and its employees. If the Client's contract places greater responsibility upon SEECO or requires increased insurance coverage, SEECO will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

Limitation of Liability

The Client recognizes the inherent risks connected with construction. In performing their professional services, SEECO will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SEECO on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SEECO of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SEECO. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SEECO in such a manner that the aggregate liability for SEECO for such design defect to all parties, including the Client shall not exceed \$1,000.00. Limitation of liability stated herewith is extended to include SEECO Construction Services, Inc. and SEECO Environmental Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.

SCHEDULE A
Daily Inspection
Old Plank Trail Bridge over Orchard Drive
Park Forest, Illinois

I Daily Inspection Services:

1. Review contractor's crew size and equipment for ability to meet specification requirements and time constraints.
2. Review abrasive and coating materials for approved manufacturers.
3. Inspect compressed air at blast nozzle for cleanliness (i.e. oil, moisture).
4. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
5. Inspect abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
6. Review coating mixing, thinning, and manufacturer's application requirements.
7. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
8. Inspect applied coating for dry film thickness, coverage, uniformity, holidays, and cure.
9. Collect appropriate samples for pre-disposal laboratory testing.
10. Prepare daily inspection report detailing above mentioned items and daily progress.
11. Check for chloride remediation testing.
12. Verify set of containment.
13. Monitor for dust release.
14. Verify installation of air monitoring equipment.
15. Verify collection of waste abrasive.
16. Collect waste samples for testing for hazardous or non-hazardous waste.

SCHEDULE B
Daily Inspection
Old Plank Trail Bridge over Orchard Drive
Park Forest, Illinois

1. DIXON will provide daily inspection services as outlined in Schedule A. Compensation for these services is **\$8,590**, estimated using an average of 8 hours on-site daily. This time frame will vary based on contractor speed, contractor activity, complexity of individual inspection, and environmental or neighbor concerns. This estimate is based on a Level II Inspector. All fees are time and material per Schedule C. DIXON will notify the Owner bi-weekly of the "ESTIMATED" remaining budget, and will advise if a change in fees or scope of services is necessary. The fee and scope of services are negotiable between DIXON and the Owner.

Typical inspection schedule and associated rates:

Daily Inspection				
Travel time	2 hrs.	@ \$7/hr.	=	\$150
Inspection time	8 hrs.	@ \$75/hr.	=	\$600
Mileage	100 miles	@ \$.60/mile	=	\$ 60
Secretarial	.5 hrs.	@ \$ 48/hr.	=	\$ 24
Project Management	.25 hrs.	@ \$100/hr.	=	<u>\$ 25</u>
Total Estimated Daily Fee:				\$859
Estimated Daily Fee			\$859	
Project Length			<u>x 10</u> days	
Total Inspection Fee			\$8,590	

2. DIXON reserves the right to adjust individual inspection line items as necessary based on the Contractor's performance and pace of work. The total fees for Schedule B will not be exceeded without prior approval from the Owner.
3. Invoices will be compiled after the 20th of the month and shall include from the 20th of the preceding month to the 20th of the invoiced month. Bimonthly invoicing will be completed on larger projects, or at the Owner's request.
4. All DIXON service invoices which are paid within ten (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).
5. All DIXON service invoices which are outstanding more than sixty (60) days from date of issue shall be assessed (DIXON's favor) one and one half percent (1½%) per month interest from date thirty days after date of issue.
6. Delay in completing the work which is the responsibility of the Owner and which extends the amount of time required for DIXON to complete their work shall be considered additional service, and DIXON shall be compensated for this delay under the provisions of Schedule C of the contract.

7. Failure by the Contractor to notify DIXON of the necessity to change inspection dates more than twenty-four hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be considered an additional service, and DIXON shall be compensated for travel and/or expense under the provisions of Schedule C of the contract.
8. Requests for attending council meetings shall be forthcoming from the Owner in writing unless other arrangements are made between the Owner and DIXON. Attendance of council meetings shall be considered an additional service and DIXON shall be compensated under the provisions of Schedule C of the Contract.

SCHEDULE C

Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Expert Witness (Office, Travel & Court).....	\$185.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$100.00	
Certified NACE Inspector.....	\$ 90.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level III.....	\$ 72.00 to \$85.00	
Staff Engineer – Level II.....	\$ 67.00 to \$80.00	
Staff Engineer – Level I.....	\$ 62.00 to \$75.00	
CAD Supervisor.....	\$ 65.00 to \$75.00	
CAWI or CWI Welding Inspector.....	\$ 67.00 to \$85.00	
Inspector – Level III.....	\$ 63.00 to \$80.00	
Inspector – Level II.....	\$ 60.00 to \$75.00	
Inspector – Level I.....	\$ 55.00 to \$70.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 48.00 & expenses	
Bookkeeping Services.....	\$ 44.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings.....	Time and Expenses, Including Preparation Time	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$105 per diem (may be increased based on location)	\$95 per diem
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2011

Revised 05/08

GENERAL PROVISIONS - PROJECT ENGINEER:

PROJECT ENGINEER shall provide all criteria and full information as PROJECT ENGINEER's requirements for the project; designate a person to act with authority on PROJECT ENGINEER's behalf in respect to all aspects of the Project; examine and respond promptly to DIXON's submissions; and give prompt written notice to DIXON whenever he observes or otherwise becomes aware of any defect in the work or breach of Contract or portions conducted by DIXON or any Contractor.

PROJECT ENGINEER shall also do the following and pay all costs incident thereto:

- Guarantee access to and make all provisions for DIXON to enter upon public and private property.
- Provide such legal, accounting, independent cost estimates and insurance counseling services as may be required for the Project, and any auditing services required in respect of Contractor(s) applications for payment, and any inspection services to determine if Contractor(s) is performing the work legally.
- Provide field control surveys and fix reference points and base lines as determined necessary for good control during construction.
- Furnish approvals and permits for all governmental authorities having jurisdiction over the Project.

DIXON will not be responsible nor will they pay any costs incurred in advertising or procuring bids or proposals from Contractor(s) on behalf of the PROJECT ENGINEER or the OWNER.

DIXON SERVICE FEES (Schedule C) used as a basis for compensation for additional and/or basic services includes all salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project including, but not limited to, engineers, technical personnel, typists and clerks. The fee schedule also includes all fringe benefits, indirect payroll expenses, corporate overhead ratio and profit ratio.

Reimbursable Expenses mean expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnish and maintain field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and facsimile transmission; reproduction of Reports, Drawings, Specifications, and similar Project related items in addition to those required under Section A; expenses of photographic production techniques; and, if authorized in advance by PROJECT ENGINEER, overtime work requiring higher than regular rates.

Reuse of Documents: All documents including Drawings and Specifications prepared by DIXON pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by PROJECT ENGINEER or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by DIXON for the specific purposes intended will be at PROJECT ENGINEER's sole risk and without liability or legal exposure to DIXON; and PROJECT ENGINEER shall indemnify and hold harmless DIXON from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle DIXON to further compensation at rates to be agreed upon by PROJECT ENGINEER and DIXON.

The services to be performed by DIXON under this agreement are intended solely for the benefit of the PROJECT ENGINEER and OWNER. Nothing contained herein shall confer any rights upon or create any duties on the part of DIXON toward any person or persons not a party to this agreement. Including, but not limited to, any contractors, subcontractors, or suppliers, or the agents, officers, employees, insurers or sureties of any of them.

Termination: The obligation to provide further services under this Contract may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, DIXON will be paid for all services rendered to the date of termination, all reimbursable expenses, termination expenses and anticipated profits if termination is without fault of DIXON.

PROJECT ENGINEER and DIXON each binds himself and his legal partners, successors, executors, administrators, assigns and legal representatives to the other party of this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Contract.

Neither PROJECT ENGINEER nor DIXON shall assign, sublet or transfer any rights under or interest in (including but without limitation, moneys that may become due or moneys that are due) this Contract without the written consent of the other, except as stated and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract. Nothing contained in this paragraph shall prevent DIXON from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than PROJECT ENGINEER and DIXON.

Dispute Resolution: All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided through non-binding mediation by mutually agreeable parties of experts or lawyers. If mediation fails, the dispute shall be resolved in the local court of law following the laws of the State of Illinois.

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

Village Hall

7:00 p.m.

November 21, 2011

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor
Village Manager

Village Attorney
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: A Motion to Approve the Minutes of the Special Rules Meeting of October 15, 2011, Minutes of the Special Rules meeting of October 22, 2011 and the Minutes of the Saturday Rules Meeting of November 5, 2011
2. Resolution: A Resolution to Approve a Real Estate Sales Agreement for 80 North Street
3. Resolution: A Resolution to Support a Cook County Class 8 Tax Incentive for 80 North Street
4. Resolution: A Resolution Adopting Strategic Planning Goals for Fiscal Year 2012/2013
5. Resolution: A Resolution to Appropriate Motor Fuel Tax Funding for Resurfacing Design of Lakewood and Indianwood
6. Motion: A Motion to Approve an Engineering Service Agreement for Indianwood and Lakewood Improvements
7. Motion: A Motion to Approve Park Forest Aqua Center Operational Details 2012 Season
8. Motion: A Motion to Award a Contract for the Purchase of a Utility Tractor with Accessories
9. Motion: A Motion to Approve a Local Agency Agreement for Federal Participation for Orchard Drive

OVER

10. Motion: A Motion to Approve Engineering Service Agreement for Orchard Drive Improvements

DEBATABLE:

11. Ordinance: An Ordinance Amending Chapter 102 (Traffic and Vehicles), Article VI (Vehicle Licenses) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois, by Amending Sections 102-167 through 102-173 (Vehicle Sticker Fees) (Final Reading)

12. Ordinance: An Ordinance Authorizing the Acquisition of 235 Allegheny Street (Final Reading)

13. Ordinance: An Ordinance Providing for and Requiring the Submission of the Question of Increasing the Monthly Surcharge on Billed Subscribers of Network Connections Provided by Telecommunication Carriers to Fund an Emergency Telephone System to the Electors of the Village of Park Forest, Cook and Will Counties, Illinois by Referendum at the General Primary Election to be Held on the 20th Day of March, 2012. (Final Reading)

14. Ordinance: An Ordinance Providing for and Requiring the Submission of the Question of Whether the Village of Park Forest Should have the Authority Under Public Act 96-176 to Arrange for the Supply of Electricity for Its Residential and Small Commercial Retail Customers Who Have Not Opted Out of Such Program to the Electors of the Village of Park Forest, Cook and Will Counties, Illinois by Referendum at the General Primary Election to be Held on the 20th Day of March, 2012 (Final Reading)

15. Ordinance: An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property Commonly Known as 211 Mantua (First Reading)

16. Ordinance: An Ordinance Levying Taxes for all Corporate Purposes for the Village of Park Forest, Cook and Will Counties, Illinois, for the Fiscal Year Beginning on the First Day of July, 2011 and Ending on the Thirtieth of June, 2012 (First Reading)

17. Ordinance: An Ordinance to Abate a Portion of the 2011 Tax Levy for the Village of Park Forest, Cook and Will Counties, Illinois (Tax Levy Abatement Ordinance) (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 Special Rules Meeting of October 15, 2011, Minutes of the Special Rules meeting of October 22, 2011 and the Minutes of the Saturday Rules Meeting of November 5, 2011
2. MOVED, that the Mayor and Board of Trustees approve a Resolution to Approve a Real Estate Sales Agreement for 80 North Street
3. MOVED, that the Mayor and Board of Trustees approve a Resolution to Support a Cook County Class 8 Tax Incentive for 80 North Street
4. MOVED, that the Mayor and Board of Trustees approve a Resolution Adopting Strategic Planning Goals for Fiscal Year 2012/2013
5. MOVED, that the Mayor and Board of Trustees approve a Resolution to Appropriate Motor Fuel Tax Funding for Resurfacing Design of Lakewood and Indianwood
6. MOVED, that the Mayor and Board of Trustees approve an Engineering Service Agreement for Indianwood and Lakewood Improvements with Baxter and Woodman at a cost of \$45,000.
7. MOVED, that the Mayor and Board of Trustees approve a Motion to Approve Park Forest Aqua Center Operational Details 2012 Season
8. MOVED, that the Mayor and Board of Trustees authorize the Manager to purchase a Kubota utility tractor with accessories from German-Bliss Equipment of Princeville, IL in the amount of \$48,835.87.
9. MOVED, that the Mayor and Board of Trustees adopt a Resolution approving a local agency agreement for federal participation for Orchard Drive improvements.
10. MOVED, that the Mayor and Board of Trustees approve an engineering Service Agreement for Orchard Drive improvements with Baxter and Woodman at a total cost of \$823,590; Village responsible for 30% of total cost which is \$247,077.

11/21/2011

VILLAGE OF PARK FOREST
Special Rules Meeting: Financial Update
Saturday, October 15, 2011
MINUTES

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

SENIOR STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski, Director of Public Works Ken Eyer, Police Chief Clifford Butz, Director of Recreation and Parks John Joyce, Director of Public Health Jenise Ervin, Director of Community Development Larrie Kerestes, Director of Economic Development and Planning Hildy Kingma, Fire Chief Robert Wilcox

OTHER STAFF IN ATTENDANCE: DownTown Management Office Facilities Supervisor Sharon Bellino, Superintendent of Parks Rob Gunther, Deputy Police Chief Pete Green, IT Manager Craig Kaufman, Code Enforcement Officer Jerry Martin, Assistant Village Engineer Roderick Ysaguirre, Deputy Fire Chief Bruce Ziegler

Roll call was taken; Mayor Osteburg called the meeting to order at 7:45 a.m. After a brief introduction to the meeting by Village Manager Mick, Director Dankowski began the financial update for fiscal year ended June 30th.

Director Dankowski updated the Board on preliminary year end results. 2011 saw a leveling off for key revenues with expenses coming in under budget. The Board's fiscal policies require a reserve of 3-4 months of operations; for the fiscal year ended June 30th the estimated unassigned General Fund Balance is \$6,359,156 or 3.8 month's reserve. Review of current year trends suggest the stabilization of several revenue categories such as Sales & Use Tax, Income Tax, Motor Fuel Tax, State Use Tax and Utility Tax. Review of expenditures such as IRMA, Health Insurance and IMRF indicate increasing costs. Trends such as an increasing delinquency rate in utility billing collections, foreclosures and vacant properties have had a negative impact on Village revenues. There was discussion with the Board about going from a bi-monthly water bill to a monthly water bill in order to address the delinquency rate; the Board will consider this pending more information from Director Dankowski as to the cost associated with the change in the billing cycle. Manager Mick proposed scheduling the item on the agenda early in 2012. The declining equalized assessed value for the Village and housing values negatively impact real estate transfer taxes. Director Dankowski completed the financial presentation by updating the Board on the Tax Levy Projections. The proposed 2011 Levy of \$12,480,006 represents a 3.4% increase over the 2010 Extended Levy. This 3.4% increase in taxes will produce a \$44 to \$82 increase in a tax bill related to Village services. It also assumes the Board accepts an increase in the price of vehicles stickers and late fees as detailed in a memo from Assistant Director of Finance Stephanie Rodas; the memo was included in the financial update packet distributed for the meeting. The first reading for the tax levy is scheduled for 11/21 with a final reading in December. This concluded Director Dankowski's presentation.

Director of Economic Development and Planning Hildy Kingma followed with a review of projects currently underway. Her summary included business development, land development / redevelopment, planning activities, marketing and community relations projects. Director Kingma informed the Board about an upcoming meeting on October 20 with the Matteson Plan Commission to review a Rail Fan Park application; the request is for a zoning ordinance text amendment that will allow a park in the industrial zoned district. Included will be a request for a special use permit to allow the park. Trustees were welcome to attend. The Sustainability Plan is in the process of being drafted; the draft assessment and goals will be presented to the Citizens Advisory Committee on 10/24 with a public meeting following on 11/30. Assuming the draft and goals are accepted, implementation strategies and indicators will be developed or decided upon. CMAP will work with the Technical Advisory Committee and the Citizens Advisory Committee to complete the plan by the spring of 2012.

As part of the Department of Public Works financial update, Assistant Village Engineer Roderick Ysaguirre reviewed activities within the Motor Fuel Tax Fund. He discussed maintenance projects and materials, Orchard Drive reconstruction (from Rt. 30 to Sauk Trail) including the upcoming schedule for the work, the Western Avenue project, Thorn Creek Bridge replacement and the Indianwood Street lighting project. This was followed by a review of the sewer fund projects. Director Eyer followed the update with a review of the water fund activities including water main replacements/improvements and a brief discussion of the additional projects such as the almost completed Marshall Field's demolition and Rt. 30 landscape enhancement.

The presentation of Recreation and Parks issues included an update from Superintendent of Parks Rob Gunther regarding urban forestry activities within the Village. This was followed with an update by Director of Recreation and Parks John Joyce on the Rail Fan Park and the Village Green support facility and a lengthy discussion with the Board on issues related to the Aqua Center. The Board has been asked to consider changes to the daily fees schedule, the season pass structure, marketing efforts and a revised pool schedule. It was a goal to get a general consensus on these items in order to distribute notifications on changes to the residents within time for the 2012 season. The results of a community survey were distributed and briefly discussed; there will be a follow-up to the report as responses are still being collected through today's date.

The Financial Update session closed with a brief discussion of the current Board goals and suggestions on preparation for the goal planning session scheduled for Saturday, October 22nd.

Having no other business to discuss, Mayor Ostenburg requested a motion to adjourn. Trustee Kramer moved to adjourn the meeting at 1:50 p.m. The motion was seconded by Trustee Dillard; approved unanimously.

Respectfully submitted,

Sandra Salmen
Recording Secretary

VILLAGE OF PARK FOREST
Special Rules Meeting: Strategic Planning and Goal Setting for 2012-2013
Saturday, October 22, 2011
MINUTES

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

SENIOR STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski, Director of Public Works Ken Eyer, Police Chief Clifford Butz, Director of Recreations and Parks John Joyce, Director of Public Health Jenise Ervin, Director of Community Development Larrie Kerestes, Director of Economic Development and Planning Hildy Kingma, Fire Chief Robert Wilcox

OTHER STAFF IN ATTENDANCE: Deputy Police Chief Pete Green

FACILITATOR: Paul Craig

Roll call was taken; Mayor Osteburg called the meeting to order at 8:30 a.m. There was a brief introduction to the meeting by Village Manager Mick and Mayor Osteburg. The format of the meeting would be a discussion about the required reading (Young Men in Fire) followed by a goal setting session to determine 2012-2013 goals; the goals are to be codified by resolution during the month of November.

Mr. Paul Craig led a general discussion with the Board about the book, Young Men & Fire noting principles in the literature and how they relate to a governing body and the administrative function. The role of leadership and the development of goals were highlighted. The discussion included a review of lessons learned and how to apply those principles. Mayor Osteburg noted an additional, similar session on the review of the literature with staff may be beneficial.

The goal session followed and encompassed a review and assessment of each current goal, a determination of its effectiveness (commitment, diligence and progress as indicators of effectiveness) and/or determination of whether the goal requires revision or retirement. The distinction was made that retirement would apply to goals that were institutionalized; the goal need not be stated formally because it has become highly integrated. The Board unanimously agreed to make the following revisions:

Goal #1 – This goal will be retired.

Goal #2 – Changes in the verbiage to replace the word “create” with “engage” and “school district 163” with “school districts located within Park Forest”. Additionally the wording will be changed to emphasize furthering relationships with families, teachers and school board members rather than engaging families, teachers and school board members.

Goal #3 – Change in the verbiage from “increase commercial...” to “continue efforts to increase commercial...”

Goal #4 – Change in the verbiage from “establish policies...” to “continue to establish, review and refine policies...”

Goal #5 – No revisions were made to the last goal.

With elimination of goal #1, there will be 4 goals for 2012-2013. With the revision to goal #4, it will now accommodate the Sustainability Plan. Village Manager Mick will put the revised goals into resolution format to be reviewed by the Board prior to the first reading anticipated on 11/7. Approval of goals is planned for 11/21; during that meeting there will be a first reading for the Tax Levy.

Having no other business to discuss, Trustee Kopycinski moved to adjourn the meeting at 12:40 p.m. The motion was seconded by Trustee O’Neill; approved unanimously.

Respectfully submitted,

Sandra Salmen
Recording Secretary

**VILLAGE OF PARK FOREST
BOARD OF TRUSTEES
SATURDAY RULES MEETING
November 5, 2011**

PRESENT: Trustee Mae Brandon, Trustee Bonita Dillard, Trustee Ken Kramer,
Trustee Gary Kopycinski, and Trustee Georgia O'Neill
Village Manager Tom Mick

ABSENT: Mayor John Ostenburg, Trustee Robert McCray

ALSO PRESENT: Two Residents

Trustee Kramer called the meeting to order at 10:11 a.m.

The meeting began with a briefing on the agenda items for Monday's Board meeting. The military recognition ceremony precedes the Board meeting; it is scheduled for 6:00 p.m. This was followed by a recap of the Village Manager's weekly update to the Board. There was a discussion on the Rail Fan Park and its continuing development. The Board also reviewed the meeting dates remaining on the 2011 calendar; after November 21st there are two Board meetings left in addition to the December Saturday Rules meeting. There is a neighborhood meeting scheduled for November 17th at 7:00 p.m. at the Unitarian Universalist Church.

In addition to a discussion related to the sale of the 80 North building, the Board went over issues pertaining to the operational guidelines for the Aqua Center's 2012 season and the 2012 Board goals. Due to a development in state law that prohibits electronics being disposed of curb side, alternatives for the disposal of electronics were discussed. It was agreed that promotion of options available to residents should also include information to educate them on the law.

The two residents present did not have any issues to discuss with the Board however there was a question about the new owners of the former Thorn Creek units. The residents were informed a company named Pangea now owns the units in question. The new owners are investing in the property; there are many positive improvements being made.

Having no other business to discuss, Trustee Dillard moved to adjourn the meeting at 11:22 a.m. The motion was seconded by Trustee O'Neill; passed unanimously.

Respectfully submitted,

Sandra Salmen
Recording Secretary

AGENDA BRIEFING

DATE: November 14, 2011

TO: Mayor Ostenburg
Board of Trustees

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

RE: Resolution to Approve a Real Estate Sales Agreement for 80 North Street

BACKGROUND/DISCUSSION:

In February 2011, the Village entered into an Option Agreement with D.E.N.T., LLC to sell the property at 80 North Street. D.E.N.T., LLC is an affiliate of RLD Resources, a company that specializes in energy products and services. Their plan for the property at 80 North Street is to create an entity to be known as the Great Lakes Center for Energy Smart Communities that will engage in research and development and job training related to new energy technologies.

In August 2011, D.E.N.T., LLC exercised their option to purchase the property. The attached Real Estate Sales Agreement reflects the responsibilities of both the Village and the Buyer in order to finalize the sale of this property. It is the Buyer's plan to close on this purchase before the end of the calendar year. The key elements of this Agreement include:

- The purchase price of the property is \$750,000. An initial \$75,000 earnest money deposit was made in August. This deposit will be credited toward the purchase price.
- The Village will reimburse D.E.N.T., LLC for capital improvements (further defined in the Agreement) to the property up to a maximum of \$500,000. This reimbursement will be taken from the purchase price. D.E.N.T., LLC is required to make a minimum of \$1,000,000 in capital improvements by June 30, 2012, in order to qualify for the reimbursement.
- The Village is responsible for completing a Phase I environmental site assessment (ESA), and a Phase II if needed. The Phase I ESA is currently underway.
- The Village is also responsible for preparing a plat of survey for the property.
- If the sale does not go through for any reason, the Village will refund \$50,000 of the earnest money deposit and keep \$25,000 to cover costs incurred to maintain the property and prepare any required documents that would have led to the sale.
- The Village will support a Cook County Class 8 property tax incentive for the property (see related agenda item).

The Village obtained a judicial deed to this property in February 2010 after filing a petition with Cook County to have the building declared abandoned. Since taking ownership of the property nearly two years ago, the Village has taken steps to protect it from further vandalism. D.E.N.T., LLC's plans to begin immediate and significant renovations to the building will ensure that this property continues to be an asset for the community.

The attached Real Estate Sales Agreement was prepared by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular Meeting of November 21, 2011.

RESOLUTION

**A RESOLUTION AUTHORIZING EXECUTION OF A REAL ESTATE SALES
AGREEMENT BETWEEN D.E.N.T., LLC
AND THE VILLAGE OF PARK FOREST**

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

SECTION 1. The Real Estate Sales Agreement attached hereto and incorporated herein by reference as Exhibit A is hereby approved, subject to the review and approval of the Village Attorney.

SECTION 2. The Village Manager is directed and authorized to sign the Agreement in substantially the form attached, and any other documents associated with this sales transaction, and the Village Clerk is directed and authorized to attest the signature of the Village Manager.

SECTION 3. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2011.

APPROVED:

ATTEST:

Village Mayor

Village Clerk

REAL ESTATE SALES AGREEMENT

THIS REAL ESTATE SALES AGREEMENT (this "**Agreement**") is entered into this ____ day of _____, 2011 (the "**Effective Date**"), by and between the Village of Park Forest, an Illinois Home Rule Municipal Corporation, with its principal office at 350 Victory Drive, Park Forest, Illinois 60466 (hereinafter referred to as the "**Village**") and D.E.N.T. L.L.C., an Illinois limited liability company, with offices at 333 North Michigan Avenue, Suite 1810, Chicago Illinois 60601 (hereinafter referred to as "**Buyer**").

RECITALS

WHEREAS, the Village owns fee simple title to the real property legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Buyer has determined to purchase from the Village the real property described in Exhibit A, and the Village desires to sell said property to Buyer, all in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals, the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that:

1. RECITALS INCORPORATED BY REFERENCE

1.1 The recitals set forth above are incorporated herein by reference.

2. SALE AND PURCHASE

2.1 **Sale of the Subject Property.** Subject to the terms and conditions of this Agreement, the Buyer shall purchase from the Village, and the Village shall sell to Buyer, all of the land and improvements for the property legally described in Exhibit A attached hereto, which property is commonly known as 80 North Street, Park Forest, Illinois, P.I.N.s 31-25-200-009-0000 and 31-25-200-011-0000 (hereinafter referred to as "Subject Property"), together with all rights and appurtenances pertaining to such land and improvements.

2.2 **Purchase Price.** The purchase price ("**Purchase Price**") to be paid by Buyer to the Village for the Subject Property shall be Seven Hundred and Fifty Thousand and 00/100 Dollars (\$750,000). The Purchase Price for the Subject Property, plus or minus the prorations and credits hereinafter provided for, shall be paid by Buyer in full at the Closing in cash, certified or cashier's check, or by federal wire transfer funds, together with such additional funds for Buyer's share of Closing costs as may be required pursuant to this Agreement.

2.3 **Earnest Money.** Buyer has previously placed upon deposit with the Village a non-refundable deposit in the amount of Seventy Five Thousand and 00/100 Dollars (\$75,000) ("**Earnest Money**") pursuant to an Option Agreement between the parties dated February 15, 2011 ("Option Agreement"), which shall be applied to the Purchase Price set forth in Section 2.2 above.

2.4 **Due Diligence Documents.** Buyer agrees that it has received all necessary copies of all documents in the Village's possession pertaining to the Subject Property (collectively, the "Due Diligence Documents"), including, without limitation, all applicable leases, maintenance records, product warranties, building plans, inspection reports, notices of violations, invoices, utility bills, property tax bills and surveys, other than a plat of survey pursuant to this Agreement.

2.5 **Option Agreement and Financing Contingencies.** Buyer's purchase of the Subject Property shall be contingent upon the terms set forth in the Option Agreement, unless otherwise provided in this Agreement, namely:

2.5.1 The Village's approval of a resolution supporting the Cook County Assessors grant of Class 8 Property Tax status for the Property.

2.5.2 Receipt and approval by Buyer of a satisfactory and reasonable fee schedule for Village plan review and engineering consulting services (a/k/a the Village's standard "Agreement for Reimbursement of Professional Consulting Services") and Buyer's approval of the present zoning classification on the Subject Project, which zoning must be consistent with Buyer's prospective use.

2.5.3 In addition, the Village shall provide to the Buyer a new Phase I environmental study with asbestos report, and a Phase II environmental study if applicable, issued by a reputable environmental consulting firm and which denotes the Buyer as a user of and a party that may rely on the report(s), within twenty (20) days of the Effective Date of this Agreement in lieu of the time periods set forth in Section 6(E) of the Option Agreement.

2.5.4 **Financing Contingency.** The Buyer's obligations under this Agreement shall be further contingent upon the Buyer's ability to obtain, on or before November 30, 2011, a loan commitment for a commercial mortgage loan in an amount not less than eighty percent (80%) of the Purchase Price for a term of not less than seven (7) years at an interest rate not to exceed 5.0% per annum. In the event the Buyer fails to notify the Village of its inability to obtain the required loan commitment by November 30, 2011 at 5:00 p.m., the Buyer shall be deemed to have waived this contingency. In contrast, if the Buyer does so notify the Village of its inability to procure the requisite loan commitment, the Village shall be entitled to retain \$25,000 of the Earnest Money described in Section 2.3 as its sole and exclusive remedy and as compensation for the Village's costs incurred.

3. **REIMBURSEMENT OF PURCHASE PRICE**

3.1 **Economic Development Incentive.** In order to incentivize the Buyer to begin renovations to the Subject Property as soon as possible, the Village and Buyer agree to the following:

3.1.1 The Purchase Price shall be segregated into a Separate Village Account at Closing (the "Separate Village Account").

3.1.2 A one-time reimbursement of a portion of the Purchase Price shall be made to Buyer from the Separate Village Account. The reimbursement shall be a maximum of \$500,000, paid only after documentation of invoices for \$1,000,000 (2-to-1 reimbursement) in capital improvements to the Subject Property, and documentation that said invoices were paid. All documentation shall be subject to the Village's review and approval, and all improvements shall be subject to the Village's inspection, such approval not to be unreasonably withheld. It is further agreed that the Village shall consider such approval and make such judgments consistent with Buyer's business plan and Buyer's renovation plan for the Subject Property.

3.1.3 In order to qualify for the maximum \$500,000 reimbursement, the qualifying improvements must be completed, invoiced, and paid for no later than June 30, 2012. The Village's payment will be made within 30 days of receipt of adequate documentation as described in Section 3.1.2 above.

3.1.4 "Capital improvements", as referenced in Section 3.1.2, shall include all costs of construction whether interior or exterior; costs of permanent fixtures; costs for the renovation or replacement of all mechanical, electric and plumbing systems; costs relating to expenditures to meet the requirements of the Village's codes; costs for flooring and ceiling renovation; and costs related to data and telephone network and communication needs. Capital improvements shall not include costs related to furniture, furnishings and equipment; architectural and engineering costs; and loan costs and legal fees.

4. CLOSING DATE AND POSSESSION

4.1 **Closing Date.** The Closing of the transaction contemplated by this Agreement (herein referred to as the "**Closing**"), unless otherwise agreed to by the Village's and Buyer's attorneys, shall be held at a mutually acceptable office of Chicago Title Insurance Company ("**Title Company**"), on a date which is thirty (30) days after the Effective Date, or as otherwise mutually agreed to in writing by the parties hereto (the "**Closing Date**").

4.2 **Possession.** Possession of the Property shall be delivered to Buyer on the Closing Date, unless otherwise agreed in writing by the parties.

4.3 **Survival of Covenants, Warranties and Indemnifications.** Notwithstanding anything to the contrary contained in this Agreement, after the Closing Date or in the event this Agreement is terminated for any reason, the covenants, warranties and all indemnifications of all parties shall survive such termination or Closing.

5. ESCROW CLOSING

5.1 **Escrow.** The sale of the Subject Property shall be closed through an escrow pursuant to the terms of this Agreement. The parties shall each pay one-half (1/2) the cost of the escrow established for this Closing.

5.2 **Closing Through Escrow.** Upon creation of such an escrow, anything in this Agreement between the parties to the contrary notwithstanding, payment of the Purchase Price and delivery of the applicable Deed shall be made through the escrow.

6. DELIVERIES AT CLOSING

6.1 **Village Deliveries.** At Closing, the Village shall deliver to the Title Company or Buyer directly, as the Village may elect the following documents for the Subject Property:

6.1.1 A Warranty Deed executed by the Village conveying the Subject Property to Buyer, subject to the Permitted Exceptions (as hereinafter defined) (the "**Deed**");

6.1.2 A Certificate of Non-Foreign Status of the Village as required by Section 1445 of the Internal Revenue Code;

6.1.3 Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy (as hereinafter defined);

6.1.4 A Closing Statement prepared by the Village in a manner which reflects the terms and conditions, as applicable, of this Agreement and otherwise in a form reasonably acceptable to Buyer (hereinafter referred to as the "**Closing Statement**");

6.1.5 Such proof of the Village's authority and authorization to enter into this transaction, and the Village's authority to execute the Deed, as may be required by the Title Company;

6.1.6 An Owner's Affidavit, ALTA Statement, and/or Personal (GAP) undertaking as required by the Title Company;

6.1.7 An Affidavit of Title, in customary form, executed by the Village;

6.1.8 State, county and municipal transfer tax declarations for the Subject Property; and

6.1.9 The Village's share of Closing costs.

6.2 **Buyer Deliveries.** At Closing, Buyer shall deliver to the Title Company or the Village directly, as the Village or the Title Company may direct, the following:

6.2.1 To the extent required by the Title Company, A Certificate of Non-Foreign Status of Buyer as required by Section 1445 of the Internal Revenue Code;

6.2.2 Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy;

6.2.3 Such proof of Buyer's authority and authorization to enter into this transaction as may be required by the Title Company;

6.2.4 All the Buyer's lenders documents, if any; and

6.2.5 The balance of the Purchase Price in accordance with Section 2.2 above, plus Buyer's share of Closing costs.

7. **ALLOCATION OF CLOSING COSTS AND EXPENSES**

7.1 **Allocation of Costs.** The Village shall bear the costs of the Title Policy, extended coverage (and those Owner's Endorsements as defined herein), plus the cost to record any instruments necessary to clear the Village's title (including, without limitation, any and all delinquent, unpaid, or otherwise outstanding real estate taxes and assessments affecting the Subject Property), one-half (1/2) the cost of the remaining Closing costs for the Subject Property, and its own fees, costs, and attorneys' fees. Village represents and warrants that the Subject Property is currently exempt from state and county transfer taxes and from any municipal transfer taxes imposed by the Village, and Buyer shall have no responsibility or liability for any of the same. Notwithstanding the foregoing, the Buyer shall be responsible for their full cost of any other title endorsements which are required by Buyer's lender plus the fee for Buyer's lender's title policy. The terms of this Section 7.1 shall survive Closing.

8. **PRORATIONS**

8.1 The following prorations, except as specifically provided herein to the contrary, shall be made as of the Closing Date and shall be applied to reduce or increase the balance of the Purchase Price, as applicable:

8.1.1 **Taxes.** The Village represents to Buyer that general real estate taxes relating to the Subject Property are currently exempt from payment, and that there are currently no special assessments applicable to the Subject Property. Buyer shall be responsible for all real estate taxes and special assessments which first accrue and become due and payable with respect to the Subject Property from and after the Closing Date.

8.1.2 **Utilities.** Gas, water, electricity, heat, fuel, sewer, alarm monitoring and other utilities and operating expenses relating to the Subject Property, if any, shall be paid by the Village through the date preceding the Closing Date based on final meter readings. If final bills are not available as of the Closing Date, the utilities will be equitably prorated based upon the most recent bills. Buyer shall, promptly following the Closing Date, cause all such utility accounts to be changed to reflect the proper owner of the Subject Property.

8.1.3 **Miscellaneous.** If there are any other items, the credit or proration of which are necessary to fairly allocate the benefits and burdens of ownership of the Subject Property, such items shall be prorated at the Closing as agreed by the Village's and Buyer's attorneys. Except with respect to real estate taxes and special assessments as aforesaid, in the event that accurate prorations and other adjustments cannot be made at Closing because current bills are not available or the amount to be adjusted is not yet ascertainable, the parties shall prorate on the best available information, subject to further adjustment promptly upon receipt of the final bills or upon completion of final computations.

9. TITLE INSURANCE

9.1 **Title Commitment.** No later than ten (10) days after the Effective Date, the Village shall deliver to Buyer a commitment (hereinafter referred to as the "**Commitment**") for an Owner's Policy of Title Insurance issued by the Title Company dated on or after the Effective Date with comprehensive and extended coverage over general exceptions 1 through 5 inclusive; survey endorsement; and zoning endorsement 3.1, separate tax parcel endorsement (if the Subject Property consists of more than one subdivided lot), and owners comprehensive endorsement (if there are covenants, conditions or restrictions of record) (collectively the "Owner's Endorsements"); showing title in the Village, naming the Buyer as the proposed insured and subject only to title exceptions in the Commitment pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money and which the Village shall so remove on Closing Date and subject to those exceptions, restrictions, easements and covenants raised in the Commitment which are satisfactory to the Buyer in its sole and absolute discretion (collectively, the "**Permitted Exceptions**"). The Commitment shall be updated at Closing to cover the conveyance of title to the Buyer. Buyer shall have also received no later than ten (10) days after the Effective Date legible copies of the documents referred to in the Commitment as conditions or exceptions to title to the Subject Property.

9.2 **Title Approval.** Buyer shall have a period of ten (10) days following receipt of all of the following: (1) the current Survey required under Section 10 below, (2) the Commitment, and (3) legible copies of the documents referred to therein as conditions or exceptions to title to the Subject Property, to review such items and to deliver to the Village a notice of the objections that Buyer may have to anything contained in or set forth in or disclosed by the Survey, the Commitment, or such documents (hereinafter referred to as the "**Unpermitted Exceptions**"). Any exception to which Buyer does not object shall be considered a Permitted Exception. If Buyer delivers notice of any Unpermitted Exceptions to the Village, the Village may, within ten (10) days after the date of said notice, eliminate or satisfy the Unpermitted Exceptions to the satisfaction of Buyer. If the Village is unable or unwilling to so correct the Unpermitted Exceptions, the Village shall so notify Buyer, and Buyer shall have the right, at its election but as its sole and exclusive remedy, to either (i) waive the Unpermitted Exceptions and accept title to the Subject Property subject to such Unpermitted Exceptions (in which event such exceptions shall be deemed Permitted Exceptions), or (ii) on notice to Village, terminate this Agreement, in which event the Earnest Money shall be promptly refunded to Buyer, less all amounts due to the Village pursuant to Section 7 of the Option Agreement, and none of the parties shall have any further obligation or liability under this Agreement, except as otherwise specifically provided in this Agreement.

9.3 **Title Policy.** As of the Closing Date, the Village shall cause the Title Company to issue to Buyer its Owner's Policy of Title Insurance or irrevocable commitment to issue same (hereinafter referred to as the "**Title Policy**") covering the Subject Property with extended coverage over the standard general exceptions plus the Owner's Endorsements, in the amount of the Purchase Price.

10. PLAT OF SURVEY

10.1 **Survey.** No later than twenty (20) days after the Effective Date (subject to any delays attributable solely to the surveyor), the Village shall provide to the Buyer a current survey of the Subject Property, which survey shall be prepared by an Illinois licensed surveyor, shall meet minimum 2011 ALTA/ACSM standards, and shall be certified to Buyer, the Village, the Title Company and any mortgage lender of whom Buyer provides notice to the Village (the "Survey"). The Village shall pay for the cost for the survey.

11. INSPECTION

11.1 **Inspection of Physical Condition of Subject Property.** Buyer shall have the right and opportunity to inspect the physical condition of the Subject Property during normal business hours and upon at least two (2) business days' prior notice and, at the election of the Village, accompanied by a representative of the Village, subject to the following:

11.1.1 Buyer shall not make or cause to be made any physically intrusive testing of the Subject Property without the Village's prior consent. The Village's consent to Buyer conducting an environmental inspection, including but not limited to soil borings on the Subject Property, shall not be unreasonably withheld, conditioned, or delayed, subject to the provisions below;

11.1.2 Buyer's inspection shall not cause any irreparable injury to the Subject Property;

11.1.3 Buyer, at its sole cost and expense, shall promptly repair any damage to the Subject Property caused by Buyer's inspections and/or testing;

11.1.4 Except as otherwise set forth in this Agreement, Buyer shall pay all costs and expenses incurred in connection with its inspection and/or testing;

11.1.5. Buyer shall indemnify, defend, and hold the Village harmless from and against any and all loss, cost, injury, damage, liability, or expense, including, without limitation, reasonable attorneys' fees and court costs, and other liability of any kind, to the extent arising out of or in connection with Buyer's activities on the Subject Property, directly or indirectly, including, without limitation, the acts and omissions of Buyer's agents, employees, architects, engineers and other personnel; provided, however, that the foregoing indemnification shall not apply to the extent such cost, injury, damage, liability or expense is caused by negligent or willful acts or omissions of the Village, or to cost, injury, damage, liability or expense arising out of the Village becoming liable for any environmental cleanup cost which results from environmental contamination on the Subject Property being revealed, but not caused, by Seller's or Buyer's environmental inspection.

11.1.5 Prior to entering the Subject Property, Buyer shall provide evidence to the Village through certificates of insurance that Buyer or Buyer's designated consultant maintains comprehensive general public liability insurance (including contractual liability endorsements) against claims for personal injury, death and property damage occasioned

by accidents occurring upon, in or about the Subject Property, such insurance in each case shall afford protection to the limit of not less than \$1,000,000.00 combined single limit.

11.1.6 Buyer shall provide the Village with copies of any and all geotechnical, environmental and other test reports prepared by or at the direction of Buyer, if any.

11.2 **Survival of Section 11.** Notwithstanding anything to the contrary contained in this Agreement, the terms, provisions, conditions and indemnifications of this Section 10 shall survive Closing and the delivery of the Deed or the termination of this Agreement.

11.3 **Termination Upon Inspection.** If Buyer is not completely satisfied with the results of such inspection or the results of any environmental report provided by the Village pursuant to Section 2.5.3 for any reason whatsoever or no reason, Buyer may terminate this Agreement by providing written notice to Village no later than 5:00 p.m. C.S.T. on December 15, 2011, provided however that in such event, the Village shall be entitled to retain \$25,000 of the Earnest Money described in Section 2.3 as its sole and exclusive remedy and as compensation for the Village's costs incurred.

12. **REPRESENTATIONS**

12.1 **Representations of the Village.** In order to induce Buyer to enter into this Agreement, the Village represents to Buyer as follows:

12.1.1 The Village has received no notices of any violations of any laws, ordinances or regulations applicable to the Subject Property which have not been cured.

12.1.2 This Agreement has been, and all the documents to be delivered by the Village to Buyer at Closing will be, duly authorized, executed and delivered by the Village, as applicable, and are or will be a legal, valid and binding obligation of the Village, as applicable.

12.1.3 There are no actions, suits, or proceedings pending or, to the Village's knowledge, threatened against or relating to the Village or the Subject Property in any court or before any administrative agency.

12.1.4 The Village makes no representations as to any adverse environmental conditions affecting the Subject Property. The Village shall provide to Buyer at its cost a Phase I Environmental Site Assessment including an asbestos report, and represents to Buyer that the Village is unaware of any reports in its possession concerning any environmental conditions with respect to the Subject Property other than the Phase I Environmental Report to be provided pursuant to Section 2.5.3, and any applicable Phase II Environmental Report.

12.1.5 The Village has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by the Village hereunder.

12.1.6 The individuals executing this Agreement on behalf of the Village have the legal power, right, and actual authority to bind the Village to the terms and conditions of this Agreement.

12.1.7 The Village represents and warrants to Buyer that it is unaware of any proposed or contemplated changes in the Village Requirements that will have any impact on the value, functionality or operation of the Subject Property. If the Village becomes aware of any proposed or contemplated changes in the Village Requirements that will have any impact on the value, functionality or operation of the Subject Property, the Village shall promptly send written notice of such non-compliance to Buyer.

12.1.8 That the Village's title to the Subject Property shall be at Closing (and the Village hereby represents and warrants to the Buyer that the same is) good, merchantable and marketable fee simple title, free and clear of any liens, encumbrances, highways, rights-of-way, easements, licenses, restrictions, leases, tenancies, mineral leases, reimbursement of recapture agreements, reservations or severances, agreements, covenants, conditions and limitations, except for the lien of then current taxes which are not delinquent and street rights-of-way and utility easements which Buyer, in its sole discretion, may elect to approve after examination of the Commitment (as defined above).

12.2 **Representations of Buyer.** In order to induce the Village to enter into this Agreement, Buyer represents to the Village as follows:

12.2.1 Buyer has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by Buyer hereunder.

12.2.2 The individuals executing this Agreement on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

12.3 **As Is Condition.** Except as otherwise set forth in this Agreement and the contingencies set forth herein, the Subject Property is being sold in an "**AS IS, WHERE IS**" **CONDITION AND "WITH ALL FAULTS"** as of the Effective Date and as of the Closing Date. Except as expressly set forth in this Agreement, no representations have been made or are made, and no responsibility has been or is assumed by the Village or Buyer, as the case may be, or by any officer, director, board member, employees, agents or volunteers, attorney, or representative acting or purporting to act on behalf of the parties as to the condition or repair of the Subject Property or the value, expense of operation, or income potential thereof, or as to any other fact or condition which has or might affect the Subject Property or the condition, repair, value, expense of operation or income potential of the Subject Property or any portion thereof. The parties acknowledge and agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged into this Agreement and the Exhibits hereto annexed, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation

by the other except as set forth in this Agreement. The Village does not make any representations or warranties as to whether the Subject Property contains asbestos or any hazardous materials or harmful or toxic substances, or pertaining to the extent, location or nature of same, if any. Further, to the extent that the Village has provided information to the other party hereto from any inspection, engineering or environmental reports concerning asbestos or any hazardous materials or harmful or toxic substances, the Village does not make any representations or warranties with respect to the accuracy or completeness, methodology of preparation, or otherwise concerning the contents of such reports. Buyer acknowledges that the Village has requested that Buyer inspect the Subject Property fully and carefully and investigate all matters relevant thereto.

12.4 **Waiver and Release for Certain Conditions.** Buyer waives and releases the Village from any present or future claims arising from or relating to the presence or alleged presence of asbestos or any hazardous materials or harmful or toxic substances in, on, under or about the Subject Property, as the case may be, including without limitation any claims under or on account of: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar state statutes, and any regulations promulgated thereunder; (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental matters of any kind; (iii) this Agreement (except for those items which survive the Closing hereunder to the extent expressly set forth herein); or (iv) the common law. The terms and provisions of this Section 12.4 shall survive Closing hereunder or termination of this Agreement.

13. CONDITIONS TO CLOSING

13.1 Closing is subject to and conditioned upon satisfaction of the following conditions precedent (collectively “**Closing Conditions**”);

13.1.1 All contingencies set forth in Paragraphs 2.4, 2.5, 9.2, 9.3 and 11 of this Agreement shall have been satisfied or waived by the Buyer; and

13.1.2 The Commitment and Current-Date Survey covering the Subject Property shall be satisfactory in form and substance to the Buyer and shall disclose only Permitted Exceptions as defined above.

13.1.3 In the event any of the Closing Conditions are not met for any reason, then this Agreement may, at the option of the Buyer, and upon written notice of termination, be deemed null and void and the Earnest Money described in Section 2.3 shall be returned to the Buyer, less \$25,000 which shall be retained by the Village as its sole and exclusive remedy and as compensation for the Village’s costs incurred.

14. NON-ASSUMPTION OF LIABILITIES

14.1 The Buyer does not assume and shall not be liable for any liabilities or obligations of the Village (or any prior owner) incurred as a result of the Village’s (or any prior owner’s) ownership, custody or operation of the Subject Property prior to the Closing Date.

15. STATUTORY COMPLIANCE

15.1 Buyer and the Village shall provide, and consent to, the reporting of all information regarding the sale contemplated hereunder as may be required by any act, regulation or statute, including all amendments thereto, of the United States of America, or the State of Illinois, or any agency or subdivision thereof.

15.2 Buyer and the Village shall at all times comply with all of the requirements of all county, municipal, state, federal and other applicable governmental statutes or regulations, now in force, or which may hereafter be in force pertaining to the performance of this Agreement.

16. UNIFORM VENDOR AND BUYER RISK ACT

16.1 The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall apply to this transaction. The Village and Buyer shall reasonably cooperate in providing any information requested by each other in either party's possession with regard to the Subject Property.

17. CONDEMNATION PRIOR TO CLOSING

17.1 If, prior to the Closing Date, all or any significant portion (as defined in this Section 17.1) of the Subject Property is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), the party whose parcels are affected by such taking shall notify the other party hereto of such fact promptly after obtaining knowledge thereof, and the Buyer shall thereafter have the right to terminate this Agreement by giving written notice to the Village not later than ten (10) days after the giving of such initial notice. For the purposes hereof, a "significant portion" of the Subject Property shall mean fifteen percent (15%) or more of the total square footage of the Subject Property. If the Buyer elects not to terminate this Agreement as aforesaid, or if less than a significant portion of the Subject Property is taken by eminent domain (or becomes the subject of a pending taking), there will be no abatement of the Purchase Price and the Village shall assign to the Buyer (without recourse) at the Closing the rights of that party to the awards, if any, for the taking, and the other party shall be entitled to receive and keep all awards for the taking of the Subject Property or such portion thereof.

18. BROKERS

18.1 The Village hereby represents and warrants to the Buyer that the Village has not dealt with any broker or finder in respect of the transaction contemplated herein.

18.2 The Village shall indemnify the Buyer for any claim for a brokerage commission or finder's fee asserted by any person, firm or corporation claiming to have been engaged by the Village.

19. PERFORMANCE AND DEFAULT

19.1 Time is of the essence in the performance of this Agreement.

19.2 In the event the Village shall fail to comply with any of its obligations to be performed by the Village hereunder on or prior to the Closing Date, then Buyer shall be entitled, by written notice to the Village and the Village's failure to cure such non-compliance within five (5) business days thereafter, to pursue all remedies available to Buyer, at law or in equity, including the refund of Buyer's Earnest Money deposit, less \$25,000 due to the Village pursuant to Section 7 of the Option Agreement. In no event shall the Village be liable to Buyer for any loss or damage suffered by Buyer in connection with any agreement or understanding with any third party with respect to the use, lease or purchase of the Subject Property.

19.3 In the event Buyer shall fail to comply with any of its obligations to be performed by Buyer hereunder on or prior to the Closing Date (and all other conditions and contingencies have been fulfilled), then the Village shall be entitled, by written notice to Buyer and Buyer's failure to cure such non-compliance within five (5) business days thereafter, to \$25,000 of the Earnest Money as liquidated damages, and not as a penalty, as its sole remedy for Buyer's default. The Village shall promptly refund the remaining \$50,000 of the Earnest Money to the Buyer.

20. NOTICES

20.1 All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by facsimile telecommunications (followed by next day overnight delivery service), by overnight air express service, or by U.S. registered or certified mail, postage prepaid and return receipt requested, in each case addressed to the parties hereto at their respective addresses set forth below:

To the Village:	Thomas Mick, Village Manager Village of Park Forest 350 Victory Drive Park Forest, Illinois 60466 Fax: (708) 503-8560
With copies to:	Paul L. Stephanides Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd. 24 West Cass Street, 5 th Floor Joliet, Illinois 60432-0450 Fax: (815) 722-0450
To Buyer:	D.E.N.T. L.L.C. Attention: Richard L. Dent 333 N. Michigan Avenue Suite 1810 Chicago, Illinois 60601 Fax: (312) 540-1003

With copies to: John L. Senica
Miller, Canfield, Paddock and Stone, P.L.C.
225 W. Washington Street, Suite 2600
Chicago, Illinois 60606
Fax: (312) 460-4201

20.2 Except as otherwise provided herein, notice served by certified mail or regular mail shall be effective on the third (3rd) business day following the date of mailing.

20.3 Notice by facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

21. ENTIRE AGREEMENT

21.1 This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements among the parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party.

21.2 All negotiations between the parties are merged in this Agreement, and there are no understandings or agreements, verbal or written, other than those incorporated in this Agreement.

22. BUSINESS DAYS

22.1 Business days as used in this Agreement are defined as Monday through Friday, excluding federal holidays.

22.2 If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or federal holiday, then the final day of the period or the date of such performance shall be extended to the next business day.

23. HEADINGS AND TITLES

23.1 The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

24. COUNTERPARTS

24.1 This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

25. SEVERABILITY

25.1 If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

26. WAIVER OF TRIAL BY JURY

26.1 The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

27. VENUE

27.1 Venue for any action taken by Buyer or the Village, whether in law or in equity, to enforce the terms of this Agreement shall be in the Circuit Court of Cook County, Illinois.

28. EFFECTIVE DATE

28.1 As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Clerk attests the signature of the Village Manager of the Village of Park Forest.

29. NON-WAIVER

29.1 Except as herein expressly provided, no waiver by a party of any breach of this Agreement by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows of such breach at the time it accepts such payment or performance.

29.2 No failure or delay by a party to exercise any right it may have by reason of the default of any other party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

30. GOVERNING LAW

30.1 This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

31. AMENDMENTS AND MODIFICATIONS

31.1 No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval

or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

32. APPROVALS AND CONSENTS

32.1 Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder may not be unreasonably withheld, conditioned, or delayed.

32.2 The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be reasonably necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

33. COSTS AND FEES

33.1 In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party rising out of this Agreement, then in that event the prevailing party as determined by a court of competent jurisdiction shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.

34. THIRD PARTIES

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

35. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED

35.1 Nothing in this Agreement, or any actions of the parties to this Agreement, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

36. NO PERSONAL LIABILITY OF VILLAGE OFFICIALS

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

37. REPEALER

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

38. PRESUMPTIONS AND INTERPRETATION.

38.1 This Agreement shall be deemed to have been negotiated by and between the parties such that no presumption of draftsmanship shall inure to the detriment or benefit to either party. Moreover, this Agreement is to be liberally construed in order to give force and effect of the interest of parties to effectuate the orderly and efficient construction, completion and maintenance of the planned development contemplated herein.

39. AUTHORITY TO EXECUTE.

39.1 The Parties hereby acknowledge and agree that all required notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right. The Village is a home-rule community under the Law of the State of Illinois and enters into this Agreement pursuant to such authority and by exercise of its home-rule powers. The Village hereby warrants and represents to the Buyer that the person executing this Agreement on its behalf has been properly authorized to do so by the Mayor and Board of Trustees of the Village. The Buyer further represents that, (1) the Buyer has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the Subject Property as set forth herein, (2) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (3) neither the execution of this Agreement nor the performance of the obligations assumed by, as applicable, the Buyer hereunder will (i) result in a breach or default under any agreement to which the Buyer is a party or to which the Buyer or the Subject Property is bound, or (ii) violate any statute, law, restriction, court order, or agreement to which the Buyer, or the Subject Property is subject.

40. ASSIGNMENT.

40.1 The Buyer may assign its rights pursuant to this Agreement, subject to the express written approval of the Village which shall not be unreasonably withheld. The Village shall provide said approval or disapproval within seven (7) business days. If the Village has not provided its approval or disapproval within said time, it shall be deemed an approval of the assignment. The Buyer may assign its rights pursuant to this Agreement to any entities owned in whole or in part, or controlled in whole or in part, or managed in whole or in part, by Richard L. Dent, Manger of D.E.N.T. L.L.C.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

VILLAGE OF PARK FOREST

Attest:

By: Thomas K. Mick
Its: Village Manager

By: Sheila McGann
Its: Village Clerk

BUYER:

D.E.N.T. L.L.C.

Attest:

By: Richard L. Dent
Its: Manager

By:
Its:

Z:\PLS\Village of Park Forest\80 North Street\Sales Agreement 11-2-11.DOC

EXHIBIT A

LEGAL DESCRIPTION

THE NORTH 417 FEET OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE 1770 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25 AND EASTERLY OF THE EASTERLY LINE OF ORCHARD DRIVE AS DEDICATED AND RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 31, 1958 AS DOCUMENT 17124191 BOOK 509, PAGES 48 AND 49, IN COOK COUNTY, ILLINOIS.

P.I.N.'s 31-25-200-009-0000 and 31-25-200-011-0000

Commonly known as 80 North Street, Park Forest, Illinois.

AGENDA BRIEFING

DATE: November 14, 2011

TO: Mayor Ostenburg
Board of Trustees

FROM: Sandra Zoellner
Assistant Director of Economic Development and Planning

RE: Request for approval of a Resolution to support a Cook County Class 8 Tax Incentive for 80 North Street located in Park Forest, Illinois

BACKGROUND/DISCUSSION:

D.E.N.T LLC, a newly established corporation located in Cook County, Illinois requests the Village's support for the Cook County Class 8 property tax incentive. The applicant is in the process of purchasing the industrial and office building located at 80 North Street from the Village of Park Forest for the purpose of starting a new research and development business focused on green job training and developing a new product for which they have been awarded a U.S. Department of Energy grant.

D.E.N.T. LLC was formed specifically for this project. The applicant proposes to overhaul the site and make between \$1M and \$11Million in improvements. To expedite the process and not interfere with potential funding sources (as varied as investor equity, bank financing, federal, state and regional grants, SBA loan guaranty) that may be available to the applicant, all the while following the incentive policy adopted by the Village Board in 2006, staff focused their review on the projected financials for the first phase of the project (with an 18 month time horizon). The estimated financials focused specifically on acquisition and preparing the property for the Department of Energy (DOE) grant. The applicant provided proof of funding to acquire the property and evidence of the DOE grant award. With this in mind, if only Phase 1 comes to fruition, the project could be feasible with the Cook County Class 8 incentive.

Approval of the request would be consistent with the Village's approved Development Incentive Policy as the proposed development is located within one of the target areas – Business Park. It is for the rehabilitation and re-utilization of a vacant and therefore underutilized property, it could create new tax revenue, and it may create certain temporary construction and other non-permanent jobs during Phase 1. It could also have a positive impact on the perception of the area and reduce the number of vandalism incidents and vagrancy issues. It is consistent with the Village's vision for a sustainable community.

The Economic Development Advisory Group met November 3, 2011 to consider this request for an economic incentive. The EDAG members voted unanimously to recommend approval of the Village's support for a Cook County Class 8 property incentive for D.E.N.T. LLC to substantially renovate and reoccupy 80 North Street

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular meeting of November 21, 2011 for approval.

RESOLUTION NO. _____

A RESOLUTION OF THE VILLAGE OF PARK FOREST APPROVING CLASS 8 ASSESSMENT STATUS FOR THE REAL ESTATE LOCATED AT 80 NORTH STREET IN THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, P.I.N: 31-25-200-009-0000 AND 31-25-200-011-0000

WHEREAS, the Village of Park Forest (the “Village”) desires to promote the retention and expansion of business and industry in the Village of Park Forest; and

WHEREAS, the Cook County Board of Commissioners has adopted the Cook County Real Property Classification Ordinance which provides for a Class 8 Incentive Classification designed to encourage commercial and industrial development throughout Cook County by offering a real estate tax incentive for the development of new facilities, the rehabilitation of existing structures, and the re-utilization of abandoned buildings; and

WHEREAS, the Village of Park Forest has determined that the property, which is a vacant office and industrial building located at 80 North Street identified by P.I.N. 31-25-202-031-0000, has been substantially vacant since August 2008; and

WHEREAS, the Village of Park Forest has determined that the property located at 80 North Street, Park Forest, Illinois commonly identified by P.I.N: 31-25-200-009-0000 AND 31-25-200-011-0000 has been in a state of neglect, disrepair, substantially vacant and abandoned for a period of three (3) years and Richard L. Dent proposes to rehabilitate it, reutilize it and reoccupy it in a manner that is consistent with the Village’s vision for a sustainable community; and

WHEREAS, Richard L. Dent has proven to the Village that such real estate is appropriate for the Class 8 Incentive and that the incentive provided by such classification is necessary for the re-utilization of the property.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

Section 1: The Mayor and Trustees hereby find that all of the recitals contained in the preamble to this Resolution are full, true and correct and do incorporate them into this Resolution by this reference.

Section 2: That the property identified as P.I.N: 31-25-200-009-0000 AND 31-25-200-011-0000 is hereby declared eligible for Class 8 assessment classification status by Cook County; that the property has been substantially vacant and in disrepair for a period of more than three (3) years and the applicant proposes to establish his business operations at this location; that the Village of Park Forest supports and consents to the Class 8 application to the Assessor; that the incentive provided by Class 8 classification is necessary for new development and redevelopment to occur

on the property; and, that the Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution.

Section 3: This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this _____ day of _____, 2011.

APPROVED:

ATTEST:

Mayor

Clerk

CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Park Forest, a municipal corporation, Cook and Will Counties, Illinois, and, as such, I am the keeper of the records and files and am custodian of the seal of said Village.

I do further certify that the foregoing or attached is a complete, true, and correct copy of Resolution No. _____ entitled:

A RESOLUTION OF THE VILLAGE OF PARK FOREST APPROVING CLASS 8 ASSESSMENT STATUS FOR THE REAL ESTATE LOCATED AT 80 NORTH STREET IN THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, P.I.N: 31-25-200-009-0000 AND 31-25-200-011-0000

And was duly passed by not less than a majority of the members of the Board of Trustees at its regular meeting held on November _____, 2011, approved by the Mayor on said date, and now is in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said Village this _____ day of November, 2011.

_____, **Village Clerk**

(**CORPORATE**
(**SEAL**

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Sam Montella, Chair
Economic Development Advisory Group

DATE: November 4, 2011

RE: Application for Cook County Class 8 Property Tax Incentive at 80 North Street,
Park Forest, IL 60466

Applicant: Richard L. Dent
D.E.N.T. LLC
333 North Michigan Avenue, Suite 1810
Chicago, IL 60601

At a special EDAG meeting, November 3, 2011, the Economic Development Advisory Group (EDAG) considered a request for Village support of an application to Cook County Board of Commissioners for a Class 8 property tax incentive. The request was made by William Lynes to enable D.E.N.T. LLC to occupy the substantially deteriorated building at 80 North Street, a vacant and substantially vandalized building in the business park.

The applicant indicated that the property tax rate in the Village combined with the purchase and renovation costs make the project viable only with the incentive.

The EDAG reviewed information obtained from the application, as well as the memo prepared by staff (see attached) and discussed the value of the business proposal as it relates to the Village's overall plan for sustainability.

1. Re-occupancy and rehabilitation of the industrial and commercial building at 80 North Street will bring additional property tax revenue to all taxing districts and will bring the building up to code.
2. The applicant proposes to include the Village of Park Forest in their promotional material which could have a positive impact for the Village.
3. The renovation of the commercial real estate at 80 North Street will add to the positive image of Park Forest for drivers on Orchard Drive, North Street and the neighboring business owners and their clientele.
4. The business concept has already increased awareness of the Village and our location with international firms.
5. Occupancy and reuse of the property could spark further interest in the business park.
6. This project is consistent with the Village's vision for sustainability and green initiatives.

After discussing this request and the benefits outlined above, the EDAG voted unanimously to recommend approval of the Village's support for a Cook County Class 8 property tax incentive for D.E.N.T. LLC to renovate and reoccupy the property at 80 North Street.

MEMORANDUM

DATE: November 2, 2011

TO: Economic Development Advisory Group

FROM: Sandra Zoellner, Assistant Director of Economic Development & Planning

RE: Application for Cook County Class 8 Property Tax Incentive at 80 North Street,
Park Forest, IL 60466

Applicant: Richard L. Dent
D.E.N.T. LLC
333 North Michigan Avenue, Suite 1810
Chicago, IL 60601

Introduction

For the past seven (7) years, the property located at 80 North Street has been nearly vacant and underutilized. In the past three (3) years, the property has been 100% vacant. During this vacancy period, various individuals sought Village approval to start a sleep disorder research facility, an incubator for small businesses, an ice cream and popcorn manufacturing plant, a youth recreation center, a clinic and recreation center for senior citizens, among other ideas. Each of the interested parties could not secure financing to match the expense of acquisition and renovation or upon learning of the taxes, even with a Class 8 or Class 6, could not reconcile their cash flow estimates. This past year, the Village acquired the property and discovered it had been vandalized. The vandalism continues to this day, despite our having placed an alarm system and other security measures in place. Police and Community Development Staff are vigilant in their efforts to protect the value of the property. But, we are incurring expenses such as the alarm service contract, electricity, electrical back up, the number of court appearances, and travel related to court appearances. Most importantly, all of the taxing bodies are not receiving any revenue from the largest industrial building in our community.

D.E.N.T. LLC, a new corporation located in Cook County, Illinois requests the Village's support for the Cook County Class 8 property tax incentive. The applicant is in the process of purchasing the industrial and office building located at 80 North Street from the Village of Park Forest for the purpose of starting a new research and development business focused on green job training and developing a new product for which they have been awarded a U.S. Department of Energy grant.

This request is unconventional as there are no existing financial documents to review for D.E.N.T. LLC since D.E.N.T. LLC was formed specifically for this project. The applicant proposes to overhaul the site and make between \$1M and \$11Million in improvements. To expedite the process and not interfere with potential funding sources (as varied as investor equity, bank financing, federal, state and regional grants, SBA loan guaranty) that may be available to the applicant, all the while following the incentive policy adopted by the Village Board in 2006, staff focused their review on the projected financials for the first phase of the

project (with an 18 month time horizon). The estimated financials focused specifically on acquisition and preparing the property for the U.S. Department of Energy (DOE) grant. The applicant provided a conditional letter of financing from a bank and evidence of the DOE grant award. With this in mind, if only Phase 1 comes to fruition, the project could be feasible with the Cook County Class 8 incentive.

Approval of the request would be consistent with the Village’s approved Development Incentive Policy as the proposed development is located within one of the target areas – Business Park. It is for the rehabilitation and re-utilization of a vacant and therefore underutilized property; it could create new tax revenue, and will provide construction and other temporary work during the build-out phase. It should also have a positive impact on the perception of the area and reduce the vandalism and vagrancy issues.

Cook County Class Property Tax Incentive

Cook County offers a tax incentive, known as the Class 8 incentive, which is designed to encourage property owners to undertake new construction, or substantial rehabilitation or reutilization of abandoned buildings for commercial or industrial purposes. The Class 8 incentive assesses qualifying real estate at a reduced assessment level for a period of 12 years from the date that new construction or substantial rehabilitation is completed and reassessed or, in the case of abandoned property, from the date of substantial reoccupation. For commercial property, the assessment is reduced from 25 percent to 10 percent of market value for the first 10 years, to 15 percent in year 11 and 20 percent in year 12. The incentive is renewable with the Village’s support.

Because Park Forest is located in both Rich and Bloom Townships, the only qualifier for the Cook County Class 8 incentive is support of the municipality. This special allowance is made for the townships targeted by the Cook County Tax Reactivation Program. If the Village supports the requested property tax incentive, the Village Board will be asked to approve a resolution stating its support for the applicant’s request of the County incentive. The property owner is then responsible for submitting a formal application to Cook County for this incentive.

Requested incentive

Mr. Dent requests a resolution from the Village of Park Forest in support of the Cook County Class 8 incentive for 80 North Street. All of the taxing bodies are likely to receive more tax dollars following the occupancy and reassessment; however, I am unable to accurately estimate the increase using actual data from the Cook County Assessor or Cook County Treasurer.

Following is a nonspecific example to show the impact the Cook County Class 8 Incentive could have.

	Example without incentive	Example with Cook County Class 8 Incentive
Fair Market Value improved property	\$750,000	\$750,000

Fair Market Value land	\$250,000	\$250,000
Commercial assessment	.25	.10
Assessed value	\$250,000	\$100,000
Cook County Multiplier (estimated)	3.3	3.3
Tax rate (estimated)	.179	.179
Tax bill (estimated)	\$147,675	\$59,070

Evaluation policy

- A. The property is located in a priority area for redevelopment
- B. The project is substantial rehabilitation of a vacant industrial property.
- C. A development agreement will be part of the property sales agreement but does not require EDAG review or approval.
- D. The applicant provided certain financial records which confirmed his ability to proceed with a portion of the project as described.
- E. The application is subsequent to the County’s findings that properties within Rich and Bloom townships are eligible for this type of incentive with the Village’s support.
- F. The Village did not incur legal fees in preparing and/or reviewing this part of the incentive application.
- G. No fees have been waived and the applicant did not ask for fee waivers.

Evaluation criteria

- a. The property is located in a priority area.
- b. The project is likely to increase tax revenue for all taxing bodies.
- c. The proposed renovations will make the building more attractive and structurally sound. Most importantly, the property will be returned to productive use. The applicant’s proposal will improve the image of a prominent thoroughfare in Park Forest.
- d. The applicant’s relationships have already brought new visitors to the community who would not otherwise be aware of Park Forest.

Based on the adopted policy and criteria, the Economic Development Advisory Group should consider this request for a property tax incentive and make a recommendation to the Board of Trustees. The application, with EDAG’s recommendation, will be presented to the Board at their November 7, 2011 meeting.

VILLAGE OF PARK FOREST

MEMORANDUM

TO: John A. Ostenburg, Mayor
Board of Trustees

FROM: Thomas K. Mick,
Village Manager

DATE: November 9, 2011

SUBJECT: A Resolution Adopting Strategic Planning Goals For Fiscal Year 2012/2013

BACKGROUND/DISCUSSION:

On October 22, 2011, the Village Board engaged in a strategic planning goal-setting session with planning facilitator Paul Craig. As part of this discussion, the Village Board discussed issues of leadership related to the book by author Norman Maclean titled *Young Men & Fire*. A continuation of this leadership dialogue will continue amongst the Board with its Rules Meeting of Saturday, December 3rd pending the turnout of residents to discuss any issues of concern.

The Board's deliberation on goals looked at initiatives which span the current and previous fiscal years. Village practice has been to adopt fiscal year goals via Resolution so as to establish consensus on how Village funds will be directed. As a result of the goal-setting session, the attached Resolution establishes the Village Board's goals for fiscal year 2012-2013. It is around these goals which the upcoming fiscal year will be developed.

SCHEDULE FOR CONSIDERATION:

This issue will appear on the Regular Meeting Agenda of Monday, November 21 for adoption.

RESOLUTION No.

**A RESOLUTION ADOPTING
STRATEGIC PLANNING GOALS
FOR FISCAL YEAR 2012/2013**

WHEREAS Strategic Planning Goals express the Board's vision for the future of the Village of Park Forest; and

WHEREAS Strategic Planning Goals become the foundation of the programmatic goals in the Village's annual budget and shape the development of said budget; and

WHEREAS Strategic Planning Goals which reflect the consensus of the Board have been developed over several months.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, that the Strategic Planning Goals for Fiscal Year 2013/2013 are hereby adopted as follows:

1. Engage in relationships and program initiatives which enhance working together to provide the best education possible for the children of Park Forest.
2. Continue efforts to increase commercial, business and residential development in the Village.
3. Continue to establish, review and refine policies which assure an acceptable and sustainable level of financial, environmental and infrastructure components of the village.
4. Increase awareness of the quality of life in the Village of Park Forest.

BE IT FURTHER RESOLVED that these goals shall be incorporated into the 2012/2013 budget and the resources of the Village shall be directed toward the implementation of these goals.

Adopted this _____ day of November 2011.

APPROVED:

ATTEST:

Mayor

Village Clerk

AGENDA BRIEFING

DATE: November 14, 2011

TO: Mayor Ostenburg
Board of Trustees

FROM: John Joyce
Director of Recreation & Parks

RE: Park Forest Aqua Center Operational Details 2012 Season

BACKGROUND/DISCUSSION:

A significant part of the Board's Strategic Planning Discussion on Saturday, October 15, 2011 was the Park Forest Aqua Center operation. Budget reductions for the current fiscal year resulted in some operational changes after planning was completed and the facility was open. These changes caused concern among some members. Your annual comprehensive community survey associated with Strategic Planning focused exclusively on the Aqua Center in 2011. Data was gathered from Park Forest residents and non-residents and Aqua Center members and non-members. Along with staff reports, all of this information was taken into account during the Saturday morning discussion. The attached resolution is intended to summarize the significant decisions made by the Board at that time and to guide staff for the 2012 Aqua Center season operation.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of November 21, 2011 for your consideration.

**A Resolution Confirming Operational and Pricing Plans
for the Park Forest Aqua Center for the 2012 Season**

WHEREAS, the Park Forest Board of Trustees at their Strategic Planning Session on Saturday, October 15, 2011, and

WHEREAS, during these deliberations elected officials discussed in detail the Aqua Center's financial update, a proposed fee schedule and other operational details for the upcoming 2012 season, and

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 following operational plans are accepted and hereby approved for the 2012 season at the Park Forest Aqua Center.

- **DAILY FEES:** Continue the daily fee plan with an increase to \$12 at Noon and \$6 after 5 PM and a commitment to enlist the help of the Police Department in establishing customer standards and expectations.
- **SEASON PASS SALES:** Adopt a new sliding scale group discount price structure for groups to a maximum of 5 individuals and without regard to specific place of residence with the following price structure for the 2012 season:

Single Person Pass	\$65
Second Person in Group	\$55
Third Person in Group	\$45
Fourth Person in Group	\$40
Fifth Person in Group	\$35
FIVE PERSON GROUP	\$240

- **RESIDENT / NON-RESIDENT FEES:** Discontinue the Resident/Non-Non-resident differential in fees at the Aqua Center.
- **MARKETING:** Enlist the help of the Public Information staff in marketing the Park Forest Aqua Center for 2012, especially beyond past members and Park Forest residents.
- **2012 POOL SCHEDULE:** Adopt the 2012 pool schedule as follows:

Opening Day	Saturday June 9 th
Closed	July 4 th
August "back-to-school" schedule begins Monday August 13 th	
	M – Fri 4 PM to 7:30 PM
	Saturday 10 AM to 7 PM
	Sunday Noon to 7 PM
Closing Day	Sunday September 2 nd

Adopted this the _____ day of November, 2011

APPROVED:

ATTEST:

Mayor

Clerk

AGENDA BRIEFING

DATE: November 16, 2011

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Contract award for the purchase of a Utility Tractor with Accessories

BACKGROUND/DISCUSSION: The Department of Public Works has budgeted \$55,000.00 to replace Tractor Loader Unit #619, a utility tractor. This unit is a 1976 Ford tractor with loader attachment and cement mixer mounted on the rear. This unit has reached the end of its useful life. This unit will be sent to auction once the new replacement arrives. In addition to the duties performed by the old tractor, the new unit will also be used for snow removal and cleaning of the two commuter parking lots.

DPW received quotes from Burris Equipment for \$52,797.00, Martin Implement for \$56,734.00 and Shorewood Home and Auto for \$56,000. The quote utilizing the State of Illinois joint purchase agreement contract from German-Bliss Equipment is \$48,835.87.

The Department of Public Works requests the Board authorize the Village Manager to issue a Purchase order to German-Bliss Equipment, 624 W. Spring Street Princeville, IL 61559, in the amount of \$48,835.87 for the purchase of Kubota M6040FC-1 as specified on State of Illinois joint purchase contract number 4017061, Bid Line 0013 with related equipment as per quote.

The Vendor estimates that the new unit will be delivered 60 days for date of order.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of November 21, 2011 for approval.

GERMAN-BLISS EQUIPMENT

1-800-SATISFIED

624 W. Spring Street
Princeville, IL 61559
(309) 385-4316
Fax: (309) 385-2540

REVISED

215 Fairlane Drive
East Peoria, IL 61611
(309) 694-3700
Fax: (309) 694-3754

Customer Name Village of Park Forest Date 13-Oct-11 Quote Valid for 30 days
Address Chuck Alexander Customer Phone # _____
City, State, Zip calexander@vopf.com Salesman Greg German

DESCRIPTION	PRICE
Kubota M6040FC-1 as specified on State of Illinois Bid Line 0013 includes factory cab.	\$25,373.00
Kubota Service Manual (shop manual)	\$116.87
All options are discounted per the State of Illinois Bid:	
Add Front Wheel Assist	\$3,804.00
Add Hydraulic Shuttle Shift Transmission	\$1,211.00
Add R4 Industrial Treader Tires/Wheels front & rear	\$58.00
Add Kubota LA1143 Loader, 72" Quick coupler bucket, Grill Guard and M1977 3rd function valve for front hydraulic useage Includes installation.	\$6,972.00
Sweepster QCSS Front Hydraulic Broom, 84" Poly Broom Single 28 cubic inch hyd motor rated 12-25 gpm, PTO driven Hydraulic system Hydraulic front angle system, quick coupler.	\$6,888.00
Eagle Cement Mixer, Rear PTO Powered, Hydraulic top link dump Setup included (top link cylinder will hook into the rear remote couplers).	\$1,373.00
SnowWolf Pro 8.0 Snow Blade, 96" hydraulic angle, with quick coupler for loader, Includes all mountings and installation.	\$3,040.00
This quote includes delivery to your location. This M6040FC-1 does include 1 rear remote set of couplers that can be used to operate a hyd cylinder. Additional remote couplers are available as an option.	

TRADE-IN	ALLOWANCE
SUBTOTAL:	\$48,835.87

MISCELLANEOUS		
Sales Tax	AG Exempt ??: No	exempt
Extended Warranty		
License & Title		
Filing/Doc Fees		
Delivery Charges		
TOTAL		\$48,835.87

AGENDA BRIEFING

DATE: November 16, 2011

TO: Mayor John Ostenburg
Board of Trustees

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

RE: An Ordinance Amending Chapter 102 (Traffic and Vehicles), Article VI (Vehicle Licenses) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois, by Amending Sections 102-167 through 102-173.

BACKGROUND/DISCUSSION: With the 2010 Census the Village has lost population of 1,487. This lost population equates to the following lost revenue:

	Per Capita Allocation (Estimated)	Lost Population	Impact
Income Tax	77.00	1,487	\$114,499
Use Tax	11.65	1,487	17,324
Motor Fuel Tax	<u>25.30</u>	1,487	<u>37,621</u>
	<u>\$113.95</u>		<u>\$169,444</u>

In an effort to recover some of this lost revenue, a review of vehicle sticker rates was conducted.

Attached is an analysis from Stephanie Rodas, the Assistant Finance Director, of the Vehicle Ordinance and recommended changes. Primarily the changes are:

Vehicle Sticker Rates		
	<u>Current</u>	<u>Proposed</u>
Passenger Vehicles	\$40	\$50
Trucks over 8,000 lbs.	60	75
School District Vehicles	20	25
Religious Vehicles	20	25
Senior Vehicles	20	25
Disabled Vehicles	20	25
Motorcycles	30	No change
Electric Vehicles	40	\$0 through April 30, 2015

This new rate schedule rewards motorcycle use as more energy efficient and electric vehicles. There is no discount for hybrid vehicles as a clear definition is not available (see attached memo).

Also proposed is an increase in late fees.

	Late Fees	
	<u>Current</u>	<u>Proposed</u>
May 1	\$15	\$25
August 1	20	50
November 1	30	
February 1	40	

Vehicles will be considered delinquent after October 31.

These changes are anticipated to generate \$100,000 in revenue to help offset the lost revenue due to the population decrease.

As you can see in the memo several other “housekeeping” recommendations are made.

SCHEDULE FOR CONSIDERATION: This matter will appear on the agenda of the Regular Meeting of Monday November 21, 2011 for final reading.

VILLAGE OF PARK FOREST

MEMORANDUM

TO: Mary Dankowski
FROM: Stephanie Rodas
DATE: September 6, 2011
SUBJECT: Vehicle License and Animal License Ordinance Review

Over the course of the last few months, I have reviewed our Vehicle License Ordinance and Animal License Ordinance for various components including Board initiatives related to financial and environmental sustainability.

Vehicle Stickers

Attached you will find a table tabulating the research conducted regarding communities in the Chicagoland area. The research included comparing rates charged for stickers, the types of categories contained with their ordinances, discounts if any and other charges that may be extended. Of particular interest to me was whether communities were extending discounts or fee waivers for hybrid vehicles or electric vehicles. In some cases, I contacted communities directly to gather more information about their discounts.

As a result of this research, I have proposed amendments to our existing ordinance (also attached). The amendments proposed are intended to accomplish the following:

- Per our fiscal policies, we should regularly review our fees. The amendment proposes to increase fees. The last increase was in 2004.
- Incorporate the Board's desire to support green initiatives. The amendment proposes to extend a fee waiver to totally electric or battery powered vehicles. At the onset of this project, we evaluated the possibility of extending a discount to all hybrid cars in general. Close attention was paid to establishing the definition of hybrid and the process for administering the verification of a vehicle as a hybrid vehicle.

The modern day term "hybrid" began to be used in 1997 with Toyota's introduction of the Prius. The term "hybrid" simply means an automobile that has two or more major sources of propulsion power. What has occurred since 1997 is nearly all manufacturers using the term hybrid with results across the board on the air pollution, fuel efficiency or greenhouse gas emissions. Many models have a hybrid version and not all hybrids are created equal. In fact, the federal tax credits for gas-electric hybrid vehicles was discontinued last year and are not likely to return. Legislators are focusing on the next technology breakthrough: tax credits for plug-in and electric cars.

In researching communities offering vehicle sticker credits for green technology, the list was very small. Two were found in Illinois that offered "hybrid" discounts and upon conversations

we learned from one that it was so difficult to administer, that the ordinance was amended to discontinue the discount after the first year. Two communities offer all-electric discounts and one has had the discount in place for decades (the first electric vehicle was built in 1839!) and the other chose to offer it for a limited period with a process in place to verify the all-electric claim. In searching the data we receive from the Secretary of State, there is not one use of the word “hybrid” in the entire data set.

Recent articles in various publications point to the strong consumer demand for electric vehicles which has been spurred by rising gas prices. All-electric vehicles use no gas and produce no emissions. The mass production of such vehicles is in its early stages but several of the automakers have announced expansion of their lines this year and next with an estimate of 1.5 million electric vehicles in the United States by 2015 and over 10 million possible by 2020.

In addition to the electric vehicle fee waiver, I am proposing to not increase the fees charged for motorcycles.

- Cover administrative costs for transfer and replacement sticker processing. The amendment proposes to increase the current fee of \$1 to \$5.
- Simplify the categories of rates to ease administration. Categories of vehicles have been removed such as the different classes of recreational vehicles.
- Simplify the late increase steps and create a delinquent date in order to pursue violators and send the owner to collections. This amendment proposes to reduce the late increases from four different dates to two and raising the second date to an amount that will hopefully encourage residents to purchase their sticker before April 30th. A delinquent date of October 31st has been set at which time the database could be turned over to a collections company for action. This action is separate from the process of any ticket violations for offenders.

With the fee waiver for the electric vehicles, a process needs to be put in place in order to verify the claim. I have prepared a draft policy and form.

Animal Licenses

In the aforementioned table, I also indicate the animal license fee of various Chicagoland communities. At this time, I am not recommending an increase to our animal licenses. I would like to work with Jason to do a future communication piece on animal licensing however.

Please let me know if you have any questions about the above. In addition to collaborating with other communities, I sought the feedback and insight of the downstairs finance and police department staff. They were very helpful in their review and I feel confident that the proposed changes will improve the efficiency of this process and further the fiscal and environmental sustainability initiatives of the management and Board.

ORDINANCE NO. 1948

**AN ORDINANCE AMENDING CHAPTER 102 (“TRAFFIC AND VEHICLES”),
ARTICLE VI (“VEHICLE LICENSES”) OF THE CODE OF ORDINANCES, VILLAGE
OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS**

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

Section 1. **Village Code Amended.** Chapter 102 (“Traffic and Vehicles”), Article VI (“Vehicle Licenses”) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois is amended by adding the underlined language and deleting the overstricken language to read as follows:

ARTICLE VI. VEHICLE LICENSES

Sec. 102-166. Penalties.

Every person convicted of a violation of this article shall be fined not less than \$25.00, nor more than \$750.00. A separate offense shall be deemed committed each day a violation occurs.

Sec. 102-167. Required.

(a) For the purpose of this ~~section~~ article, the term "resident of the village" shall include a corporation or any business entity whatsoever having its principal place of business in the village. For the purpose of this article, the term “vehicle sticker” shall have the same meaning as “license,” “vehicle license,” “vehicle license sticker,” and “vehicle tag.”

(b) It shall be unlawful for any resident of the village to own a motor vehicle (e.g., registered to a resident at an address in the village) or for any person to use a motor vehicle owned by a resident of the village, within the village, unless the owner of such vehicle is licensed for the current year by the village to use such and the license is displayed on the windshield of the motor vehicle. It shall also be unlawful for any motor vehicle which has its situs or base within the village (e.g., a motor vehicle leased by a resident of the village) and used by the resident and garaged at the resident's home, or a company car, owned by a company with its principal place of business located outside of the village and used by a resident-employee and garaged or leased by a resident of the village, unless such motor vehicle is licensed by the village or by the municipality from which any such vehicle is registered, for use for the current year, and the license is displayed on the windshield of the motor vehicle.

(c) Any motor vehicle which is registered with the Secretary of State indicating a village residence or business within the village shall constitute a presumption that the motor vehicle owner or business is required to pay the required license fee and

display the vehicle license as stated in this section.

Sec. 102-168. Application; invoice; issuance.

Every owner or operator of a motor vehicle desiring a vehicle license for such vehicle shall file an application with the village ~~clerk~~, upon a form to be provided by the village ~~clerk~~. Upon payment by the applicant of the license fee provided in section 102-169, the ~~clerk~~ village shall issue or cause to be issued a certificate of license, sticker or tag authorizing the use of such motor vehicle within the village until the expiration of such license. The village may also issue an invoice to any owner or operator of a motor vehicle who is required to have a vehicle license in addition to, or in lieu of, an application for a vehicle license. No person shall knowingly furnish false information on an application for a vehicle license.

Sec. 102-169. Fees.

(a) The annual fee to be paid for vehicle licenses shall be as follows:

- (1) Motorcycles, motorbikes and motorscooters:\$30.00
 - ~~a. Motoreycles with 150 or more cubic centimeters piston displacement \$30.00~~
 - ~~b. Every motoreycle and every motor scooter, including motorized pedicycles, with less than 150 cubic centimeters piston displacement 20.00~~
- (2) Passenger automobiles other than as set forth in subsection (12) below taxicabs ~~40.00~~50.00
- (3) Motorbuses ~~50.00~~62.50
- (4) Trucks:
 - a. Gross vehicle weight of 8,000 pounds or less ~~40.00~~50.00
 - b. Gross vehicle weight more than 8,000 pounds ~~60.00~~75.00
- (5) Recreational vehicles.....55.00
 - ~~a. Gross vehicle weight of 8,000 pounds or less 40.00~~
 - ~~b. Gross vehicle weight of 8,001 to 10,000 pounds 42.00~~
 - ~~c. Gross vehicle weight over 10,000 pounds 45.00~~
- (6) Vehicles, ~~regardless of horsepower~~, owned by school districts ~~20.00~~ 25.00
- (7) Vehicles, ~~regardless of horsepower~~, owned by religious organizations and which display valid church vehicle license plates issued by the state ~~20.00~~ 25.00
- (8) One vehicle, ~~regardless of horsepower~~, owned by persons over 65 years of age ~~20.00~~25.00

(9) One vehicle, ~~regardless of horsepower,~~ owned by a person who has been determined physically disabled by the Social Security Administration ~~20.00~~ 25.00

~~(10) All other motor vehicles 35.00~~

~~(11) (10) Vehicles, regardless of horsepower,~~ owned by active duty military personnel assigned to duty outside the Chicagoland region, ~~whose vehicle is registered to the village~~No fee

~~(12) (11) Antique vehicles designated with AV license plates~~No fee

(12) Vehicles which are totally powered by battery and electricityNo fee through April 30, 2015. Beginning May 1, 2015, the fee shall be as set forth in subsection (2) above.

(b) A half-year fee of 50 percent of the annual fee shall be charged for new vehicles purchased after October 31 or for owners of vehicles who become residents after October 31.

(c) All classifications of fees as specified by subsection (a) of this section shall increase by the amounts and in accordance with the following schedule:

Calendar Quarter License Paid Date	Dollar Increase
May 1—July 31	\$15.00 <u>\$25.00</u>
August 1—October 31	20.00 <u>50.00</u>
November 1—January 31 <u>Every owner or operator of a motor vehicle that has not purchased a required vehicle sticker on or before October 31st pursuant to section 102-167 above shall be in violation of this article and subject to the penalties set forth in section 102-166 above and in addition, shall be considered to be delinquent and subject to collection, which shall include the late payment fees set forth herein.</u>	30.00
February 1—April 30	40.00

Sec. 102-170. Payment of fees; term.

(a)The license fee required by section 102-169 shall be due and payable annually in advance of May 1 of each year, and the license shall be for one year, except as provided in subsections (b) and (c) of this section.

(b)The owner of such vehicle coming into possession of a vehicle after May 1 of

each license year shall pay an appropriate fee as stipulated in subsections 102-169(a) or (b), provided that the license fee is paid by the owner within 30 days of coming into possession of the vehicle. If the vehicle license sticker fee is not paid within 30 days of coming into possession of the vehicle, the owner shall pay the designated fee, plus a \$10.00 late fee.

(c)The owner of such vehicle who becomes a resident of the village after May 1 of the license year shall pay an appropriate fee as stipulated in subsections 102-169(a) or (b), provided that the license fee is paid by the owner within 30 days of becoming a resident of the village. If the ~~license~~ fee is not paid within 30 days of becoming a resident of the village, the owner shall pay the designated fee, plus a \$10.00 late fee.

Sec. 102-171. Use of fees.

All revenues derived from ~~motor~~ vehicle sticker license fees shall be used for traffic control and safety as shall be determined by the board of trustees.

Sec. 102-172. Tag or sticker.

(a)A license tag or sticker shall be issued by the village ~~clerk~~ and the sticker shall be displayed on the lower right-hand side of the windshield of the motor vehicle so licensed, other than motorcycles, motorbikes and motorscooters. A vehicle tag issued for a motorcycle, motorbike or motorscooter shall be securely fastened and conspicuously displayed upon the rear of such vehicle. Such tags or stickers shall be numbered serially and a record kept of them by the village ~~clerk~~.

(b)Tags or stickers from prior years or other communities shall be removed from the windshield at the time the new sticker is displayed.

(c)No person shall affix or display a village vehicle license sticker upon any vehicle that said license is not registered for.

Sec. 102-173. Transfer.

Where a vehicle licensed under this article shall be sold during the year for which such license is issued, the seller shall remove or mutilate such license tag or sticker as may have been issued by the village ~~clerk~~ and so notify the ~~clerk~~ village. The village ~~clerk~~, upon request, shall transfer the certificate of license for use on a new vehicle by the same licensee upon the payment of a fee of ~~\$1.00~~ \$5.00, with such adjustment as may be necessary for differences in the motor vehicle category.

Section 2. Severability and Repeal of Inconsistent Ordinances. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders, or

parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 3. **Effective Date.** This Ordinance shall take effect after its passage, and approval and publication as required by law beginning with the annual license fee required and payable in advance of May 1, 2012 pursuant to Section 102-170 of the Village's Code of Ordinances as set forth above.

PASSED this _____ day of _____ 2011.

APPROVED:

ATTEST:

MAYOR

CLERK

AGENDA BRIEFING

DATE: November 9, 2011

TO: Mayor Ostenburg
Board of Trustees

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

RE: Ordinance Authorizing the Acquisition of 235 Allegheny Street

Background

The Village has been awarded funds from the Cook County Neighborhood Stabilization (NSP) program to demolish nine vacant, blighted homes on Allegheny Street in the Eastgate neighborhood. Seven of these homes were demolished in September. One of the identified homes, 235 Allegheny Street, is currently owned by the U.S. Department of Housing and Urban Development (HUD). HUD has been notified of the Village's intention to demolish this home if the hazardous conditions are not remediated. However, because this is a HUD-owned home, the Village's ability to issue citations, or even authorize demolition, on this home is limited. As an alternative, HUD has indicated their willingness to sell the property to the Village for \$1.00. Once the Village owns the home, it can be demolished with the Cook County NSP funds.

The attached Ordinance is a requirement to authorize the purchase of this property.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular Meeting of November 21, 2011 for Final Reading.

ORDINANCE _____

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF
THE PROPERTY COMMONLY KNOWN AS 235 ALLEGHENY, PARK FOREST**

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, the United States Department of Housing and Urban Development (hereinafter “HUD”) is the owner of record of the property commonly known as 235 Allegheny, Park Forest, Illinois, P.I.N. 32-30-205-006-0000 (hereinafter “Property”) and legally described as follows:

LOT 6 IN BLOCK 4 OF THE VILLAGE OF PARK FOREST AREA 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.

WHEREAS, the Village has sent a Notice to Remediate pursuant to 65 ILCS 5/11-31-1(e), notifying all owners and lien holders of record that the Property is dangerous, unsafe and an immediate and continuing hazard; and

WHEREAS, HUD has indicated that it is willing to convey the Property to the Village for \$1 by tendering to the Village a Quitclaim Deed, and the Village desires to accept a Quitclaim Deed from HUD for the Property; and

WHEREAS, the Mayor and the Board of Trustees of the Village have determined that it is advisable and in the best interests of the Village to acquire the Property from HUD by Quitclaim Deed, 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 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 foregoing recitals are incorporated into this Section 1 by reference as though fully set forth herein.

Section 2. **Acquisition of Property.** The Mayor and the Board of Trustees of the Village hereby determine that it is in the best interests of the Village to acquire the Property via Quitclaim Deed for public purposes as may be determined.

Section 3. Execution of Documents. The Village Manager or his designee is hereby authorized and directed to execute any and all documents necessary to effectuate acquisition of the Property via Quitclaim Deed for \$1 and to accept the Quitclaim Deed from HUD.

Section 4. Severability and Repeal of Inconsistent Ordinances If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All other ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this _____ day of _____, 2011

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK

AGENDA BRIEFING

DATE: **November 14, 2011**

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

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

RE: **AN ORDINANCE FOR INCREASING THE MONTHLY SURCHARGE**
 TO FUND AN EMERGENCY TELEPHONE SYSTEM

BACKGROUND/DISCUSSION:

Member communities of SouthCom have discussed the possibility of going to referendum for the purpose of increasing the emergency telephone service charge in each municipality. Over the past couple of years, such discussion has eventually quelled after the budget season with no further advance of the concept. In these discussions it has been surmised that if one community considered a referendum question, perhaps it might be best for all members to make a similar pursuit simultaneously so as to achieve economies of scale with public education costs. Over the past couple of months, one community (Matteson) has informed the rest of the membership that it is going to pursue a referendum to increase the E-911 Surcharge in their community with the March 2012 election. As such, the SouthCom Executive Board has met to discuss the issue and respective community support for pursuing a joint referendum.

As Village Staff understands it, while all four SouthCom members may agree to pursue the referendum question, the wording will need to be different for each municipality so as to articulate the community and the surcharge increase which is sought. Currently, Park Forest residents pay \$1.25 per month, per phone line in the home. This amount was established by referendum in 2003 when residents approved an increase from \$.75 to \$1.25. The referendum was approved by a vote of 1,768 to 886.

The rationale behind considering a referendum increase in 2012 for Park Forest directly relates to financial trends related to the Village's membership in SouthCom. On the expense side, costs continue to escalate with staffing and technology needs for continuation at the existing level of service. Meanwhile, the 911 surcharge revenue stream has continually declined over the past several years as more and more land lines are replaced with cell phones. And while the Village still receives a 911 surcharge for cell lines, these revenues are problematic, at best. First, the surcharge rate for cell phones is set by the State of Illinois at \$.58 per cell phone per month. Furthermore, the cell phone surcharge is complicated in that the funds go to wherever the cell phone bill goes, not necessarily where it is routinely used. According to SouthCom Executive Director Denise Pavlik, estimated cell phone surcharge revenues for Park Forest are currently at \$140,000 annually.

To illustrate the trends of revenues and expense as relates to the Village's membership in SouthCom, the attached chart has details dating back to 2007. Some analysis of the chart reveals that only \$78,000 of the Village's total annual 911 surcharge revenues come from hard line

telephones with the rest of the \$218,000 coming from cell phones. As such, an increase in the hard line service charge only impacts about 36% of overall revenues. The Village Board had preliminary discussion of this topic at the October 1st Saturday Morning Rules Meeting. After such deliberations, general direction to Staff and Legal Counsel was to move forward with drafting an Ordinance establishing an official ballot question related to this subject. Attached to this memo is the Ordinance as drafted by Village Attorney Paul Stephanides.

Ultimately, the cost for the Village's membership in SouthCom is paid for by the residents, be it through the surcharge/service fee or via general fund contribution or property taxes. A thought to keep in mind is that the 2011 cost of membership in SouthCom, is \$779,540. This breaks down to an average cost per property tax payer of about \$6.83 per month per property, assuming approximately 9,500 properties in the Village. The proposed increase to \$5.00 per month, which is an increase over the current rate by \$3.75 will yield approximately \$234,000 in new revenue for a total of approximately \$313,200 in surcharge fees generated by hard line phones which would go toward SouthCom budget costs.

Regarding referendum processing costs, the Village will likely incur some nominal costs for legal counsel in establishing the referendum ordinance and the subsequent filing with the County Clerk's Office. Dissemination of public information and/or "frequently asked questions" related to the issue will result in very nominal costs in that SouthCom has an identified budget line item for public education materials. Logistics for a referendum include January 3, 2012 as the last day for local governing boards to adopt an ordinance to allow a binding public question to appear on the ballot and January 12, 2012 to have the documentation filed with the Offices of the Cook and Will County Clerks.

SCHEDULE FOR CONSIDERATION:

This item will be on the November 21, 2001 Regular Board Meeting Agenda for final reading.

SouthCom Figures

	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12
Revenue @ \$1.25 *						
E 911 Charges	\$268,403	\$244,638	\$280,028	\$247,977	\$218,310	
% Change		-9%	14%	-11%	-12%	
Assessment		\$443,437	\$478,454	\$520,263	\$556,527	\$584,231
% Change			8%	9%	7%	5%
Budget		\$738,949	\$750,092	\$797,891	\$808,055	\$779,540
% Change			2%	6%	1%	-4%
Calls for Service						
Police	19,674	20,191	19,413	16,440	16,458	
Fire	<u>2,994</u>	<u>3,268</u>	<u>3,265</u>	<u>3,023</u>	<u>3,037</u>	
	22,668	23,459	22,678	19,463	19,495	
% Change		3%	-3%	-14%	0%	

ORDINANCE _____

**AN ORDINANCE PROVIDING FOR AND REQUIRING
THE SUBMISSION OF THE QUESTION OF INCREASING
THE MONTHLY SURCHARGE ON BILLED SUBSCRIBERS OF
NETWORK CONNECTIONS PROVIDED BY TELECOMMUNICATION
CARRIERS TO FUND AN EMERGENCY TELEPHONE SYSTEM TO THE
ELECTORS OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES,
ILLINOIS BY REFERENDUM AT THE GENERAL PRIMARY
ELECTION TO BE HELD ON THE 20TH DAY OF MARCH, 2012**

WHEREAS, pursuant to Ordinance Number 1760, adopted on April 14, 2003, the Village of Park Forest (“Village”) established a \$1.25 surcharge for its emergency telephone system; and

WHEREAS, on September 1, 2005, the Village of Park Forest (“Village”) executed its membership into an Intergovernmental Combined Dispatch and Communication System Agreement (“Agreement”) to be a member of the SouthCom Joint Emergency Dispatching Agency (“SouthCom”); and

WHEREAS, the Agreement was effective as of September 1, 2005; and

WHEREAS, the Illinois General Assembly has provided that the corporate authorities of a municipality may increase a monthly surcharge to fund the operation of an emergency telephone system pursuant to Section 15.3(c) of the Emergency Telephone System Act, 50 ILCS 750/15.3(c) (2011); and

WHEREAS, the Illinois General Assembly has further provided that before a surcharge is increased, it must be authorized by a majority of the voters pursuant to a referendum; and

WHEREAS, the Village’s emergency telephone system surcharge has remained \$1.25 since April, 2003; and

WHEREAS, the current budgeted annual cost for the Village’s share of the costs of operation of SouthCom is \$779,540 for the 2011-2012 fiscal year; and

WHEREAS, the annual received revenue for fiscal year 2010-2011 was approximately \$218,000 as generated from the combination of the \$1.25 emergency telephone system 911 landline surcharge and the wireless emergency telephone system revenue, which was only approximately 27% of the project 2010-2011 fiscal year cost; and

WHEREAS, the Mayor and Board of Trustees have determined that in order to more equitably fund the Village’s emergency telephone system through surcharge revenues, it is fiscally prudent to impose an increased surcharge of \$3.75 on each subscriber connected to the emergency telephone system network; and

WHEREAS, the Mayor and Board of Trustees find that said referendum should be submitted to the electors of the Village at the General Primary Election to be held on the 20th day of March, 2012.

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 their home rule powers, as follows:

Section 1. Recitals Incorporated. The foregoing recitals are incorporated into this Ordinance as findings of the Mayor and Board of Trustees.

Section 2. Proposition. The following proposition shall be placed on the ballot for the March 20, 2012 General Primary Election:

As part of its membership in the SouthCom joint emergency dispatching agency with the Villages of Matteson, Olympia Fields and Richton Park, shall the Village of Park Forest, for the purpose of maintaining and improving the 9-1-1 Emergency Telephone System, increase the monthly emergency telephone system surcharge of \$1.25 by \$3.75 to a total of \$5.00, which surcharge will be added to the monthly bill you receive for telephone or telecommunications charges?

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

Section 3. Submittal of Proposition. The proposition referenced in Section 2 above shall be submitted to the voters of the Village of Park Forest in accordance with the *Election Code* of the State of Illinois, 10 ILCS 5/1-1 *et seq.* (2011), as amended (“*Election Code*”) at the General Primary Election to be held on Tuesday, March 20, 2012, between the hours of 6:00 a.m. and 7:00 o'clock p.m. (the "Election").

Section 4. Election Precincts and Boundaries. For the purpose of the Election, the Village shall be divided into election precincts and the boundaries of the election precincts and the polling place designated for each election precinct shall be those election precincts and polling places established by the County Clerk of the County of Cook and the County Clerk of the County of Will.

Section 5. Notice of Election. The County Clerk of the County of Cook and the County Clerk of the County of Will shall give notice of the Election (“Notice”) in accordance with the general election law by publishing Notice thereof not more than 30 days nor less than 10 days before the date of the Election in a local, community newspaper having general circulation in the Village, and by posting a copy of the Notice at the principal office of the County Clerk of the County of Will and the County Clerk of the County of Cook at least 10 days before the date of the Election, as required by § 12-5 of the *Election Code* of the State of Illinois, 10 ILCS 5/12-5. The Village Clerk as the Village’s local election official shall also give notice of the Election by posting a copy of the notice at the principal office of the Village as required by § 12-5 of the *Election Code*.

Section 6. Newspaper of General Circulation. For purposes of the Election, the Mayor and the Board of Trustees find and determine that the *SouthtownStar* is a local, community newspaper having general circulation in the Village as required by § 12-5 of the *Election Code*.

Section 7. Form of Notice of Election for Cook County. Notice of the Election shall be in substantially the following form for Cook County:

NOTICE OF ELECTION
VILLAGE OF PARK FOREST
COOK COUNTY AND WILL COUNTY, STATE OF ILLINOIS

NOTICE IS HEREBY GIVEN that at the General Primary Election held on Tuesday, March 20, 2012, the following proposition will be submitted to the voters of the Village of Park Forest, Cook County and Will County, State of Illinois:

As part of its membership in the SouthCom joint emergency dispatching agency with the Villages of Matteson, Olympia Fields and Richton Park, shall the Village of Park Forest, for the purpose of maintaining and improving the 9-1-1 Emergency Telephone System, increase the monthly emergency telephone system surcharge of \$1.25 by \$3.75 to a total of \$5.00, which surcharge will be added to the monthly bill you receive for telephone or telecommunications charges?

Voters must vote at the polling place designated for the election precinct within which they reside. The polls at said election will be opened at 6:00 a.m. and will be closed at 7:00 p.m. on said day.

Dated this ___ day of _____, 2012.

County Clerk, County of Cook,
State of Illinois

Section 8. Form of Notice of Election for Will County. Notice of the Election shall be in substantially the following form for Will County:

NOTICE OF ELECTION
VILLAGE OF PARK FOREST
COOK COUNTY AND WILL COUNTY, STATE OF ILLINOIS

NOTICE IS HEREBY GIVEN that at the General Primary Election held on Tuesday, March 20, 2012, the following proposition will be submitted to the voters of the Village of Park Forest, Cook County and Will County, State of Illinois:

As part of its membership in the SouthCom joint emergency dispatching agency with the Villages of Matteson, Olympia Fields and Richton Park, shall the Village of Park Forest, for the purpose of maintaining and improving the 9-1-1 Emergency Telephone System, increase the monthly emergency telephone system surcharge of \$1.25 by \$3.75 to a total of \$5.00, which surcharge will be added to the monthly bill you receive for telephone or telecommunications charges?

Voters must vote at the polling place designated for the election precinct within which they reside. The polls at said election will be opened at 6:00 a.m. and will be closed at 7:00 p.m. on said day.

Dated this ___ day of _____, 2012

 County Clerk, County of Will,
 State of Illinois

Section 9. Ballot Proposition for Cook County. The proposition set out above shall be submitted to the voters of Cook County at said Election upon a ballot to be in substantially the following form, with such alterations, changes, deletions, and insertions as may be required by Article 24A, 24B or 24C of the *Election Code*, if an electronic, mechanical, or electric voter system is used:

(FACE OF BALLOT)
OFFICIAL BALLOT

VILLAGE OF PARK FOREST
 EMERGENCY TELEPHONE SYSTEM SURCHARGE REFERENDUM

(INSTRUCTIONS TO VOTERS: Mark cross (x) in the space opposite the word indicating the way you desire to vote.)

As part of its membership in the SouthCom joint emergency dispatching agency with the Villages of Matteson, Olympia Fields and Richton Park, shall the Village of Park Forest, for the purpose of maintaining and improving the 9-1-1 Emergency Telephone System, increase the monthly emergency telephone system surcharge of \$1.25 by \$3.75 to a total of \$5.00, which surcharge will be added to the monthly bill you receive for telephone or telecommunications charges?	YES NO	_____ _____
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On the back of the ballot shall appear the following:

OFFICIAL BALLOT

Official ballot for voting on the proposition of whether the Village of Park Forest shall increase the monthly surcharge for its 9-1-1 Emergency Telephone System by \$3.75 for the purpose of providing and improving the 9-1-1 Emergency Telephone System, in the Village of Park Forest, County of Cook and County of Will, State of Illinois, at the General Primary Election held on March 20, 2012.

(Facsimile Signature)
County Clerk, County of Cook,
State of Illinois

Section 10. Ballot Proposition for Will County. The proposition set out above shall be submitted to the voters of Cook County at said Election upon a ballot to be in substantially the following form, with such alterations, changes, deletions, and insertions as may be required by Article 24A, 24B or 24C of the *Election Code*, if an electronic, mechanical, or electric voter system is used:

(FACE OF BALLOT)
OFFICIAL BALLOT

VILLAGE OF PARK FOREST
EMERGENCY TELEPHONE SYSTEM SURCHARGE REFERENDUM

(INSTRUCTIONS TO VOTERS: Mark cross (x) in the space opposite the word indicating the way you desire to vote.)

As part of its membership in the SouthCom joint emergency dispatching agency with the Villages of Matteson, Olympia Fields and Richton Park, shall the Village of Park Forest, for the purpose of maintaining and improving the 9-1-1 Emergency Telephone System, increase the monthly emergency telephone system surcharge of \$1.25 by \$3.75 to a total of \$5.00, which surcharge will be added to the monthly bill you receive for telephone or telecommunications charges?	YES	_____
	NO	_____

On the back of the ballot shall appear the following:

OFFICIAL BALLOT

Official ballot for voting on the proposition of whether the Village of Park Forest shall increase the monthly surcharge for its 9-1-1 Emergency Telephone System by \$3.75 for the purpose of providing and improving the 9-1-1 Emergency Telephone System, in the Village of Park Forest, County of Cook and County of Will, State of Illinois, at the General Primary Election held on March 20, 2012.

(Facsimile Signature)
County Clerk, County of Will,
State of Illinois

Section 11. Election Judges. For the Election, those persons appointed by the County Clerk of Cook County and County Clerk of Will County shall serve as election judges in each election precinct.

Section 12. Certification of Public Question. On or before January 12, 2012, which is not less than sixty-eight (68) days prior to March 20, 2012, the Village Clerk shall certify to the County Clerk of Cook County and the County Clerk of Will County the public question set forth herein to be voted upon at the Election pursuant to § 28-5 of the *Election Code*, 10 ILCS 5/28-5.

Section 13. Conduct of Election. The Election shall be held and conducted and the returns thereof duly certified, all in the manner and time as provided by the *Election Code*.

Section 14. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 15. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____, 2011.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATION

I, Sheila McGann, Village Clerk of the Village of Park Forest, Cook and Will Counties, State of Illinois, DO HEREBY CERTIFY that the attached is a true and correct copy of Ordinance Number _____, **“AN ORDINANCE PROVIDING FOR AND REQUIRING THE SUBMISSION OF THE QUESTION OF INCREASING THE MONTHLY SURCHARGE ON BILLED SUBSCRIBERS OF NETWORK CONNECTIONS PROVIDED BY TELECOMMUNICATION CARRIERS TO FUND AN EMERGENCY TELEPHONE SYSTEM TO THE ELECTORS OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS BY REFERENDUM AT THE GENERAL PRIMARY ELECTION TO BE HELD ON THE 20TH DAY OF MARCH, 2012,”** which was adopted by the Mayor and Board of Trustees on _____, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand in the County of Cook and State of Illinois, on _____, 2011.

Sheila McGann, Village Clerk

(SEAL)

AGENDA BRIEFING

DATE: November 14, 2011

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Thomas K. Mick,
Village Manager

RE: AN ORDINANCE RELATED TO ELECTRICITY AGGREGATION PARK
FOREST RESIDENTIAL AND SMALL COMMERCIAL RETAIL
CUSTOMERS

BACKGROUND/DISCUSSION:

Municipal Electrical Aggregation is a concept in which municipalities may go, en masse, to the electrical energy market on behalf of their residents and smaller commercial/retail customers. As you might have seen in the news (see attached article), there is a growing movement for municipalities to take such action with the intent to secure the lowest (and perhaps greener or greenest?) rates per kilowatt hour. The benefits of municipal electrical aggregation are fairly simple to understand: going to the marketplace with a larger quantity of purchasers will render a better rate than going about it on an individual basis. The Village has done something similar with its supply of electricity to various Village facilities since 2007 via a partnership within the Northern Illinois Municipal Electric Collaborative (NIMEC). Since 2007, the NIMEC collaborative has grown to more than 140 jurisdictions coming together to reap the benefits of aggregation.

To undertake such an endeavor, there is an Illinois State Statute (adopted in 2007 and attached for review) which is rather specific on how a community might move forward. Concisely, the Statute stipulates that a referendum must be undertaken. Furthermore, it articulates exactly how the ballot question must be posed for the referendum. The question should be phrased as:

“Shall the Village of Park Forest have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?”

A specific requirement in the statute relates to allowing citizens to 'opt out' of any aggregate program that may be undertaken by the municipality. As can be seen from the ballot question, this opt out concept is clearly noted.

In the current electrical energy market, residents can already change to suppliers other than ComEd to achieve a better rate per kilowatt hour. While their bills still come from ComEd and ComEd is still the company to be called when outages occur, residents can achieve savings of about 11 to 14% off their electrical bills by making a change. In conversations with two different energy brokers (NIMEC and Blue Star Energy Solutions) it is the understanding of Village Staff that Park Foresters could realize a conservatively estimated 15 to 20% reduction in electricity bills if they have not already switched to another vendor.

There are several reasons to consider electrical aggregation for Park Forest. First, it is an opportunity for the Village to serve in a 'local advocacy' role for its citizenry. And, with the 'opt-out' clause

included, there would be no binding obligation to participate in the case that a resident might be skeptical and/or have loyalty directly to ComEd or an alternate electrical supplier they have chosen.

With a conservative assumption of a 15% reduction in the current average electricity bill of \$65 per month, savings to the community total approximately \$1.1M (assuming 9,500 electrical accounts). Assuming a 20% reduction in bills, this total savings could be as high as \$1.5M. On an individual basis, these conservative assumptions lead to an average household savings of \$117 to \$156 annually. The funds saved above could be redirected toward paying other bills that Park Foresters might have and/or could be spent at local businesses.

One perceived negative with the aggregation concept is that the Village could expect a reduction in the municipal tax revenues generated from electricity bills. Staff analysis of this issue has found that the Village will likely not see such a loss because the municipal utility tax is based on kilowatt volume usage per bill and not the actual fee/dollars paid by the customer.

Regarding processing costs, the Village will likely incur some nominal costs for legal counsel in establishing the ballot question resolution or ordinance and the subsequent filing with the County Clerk's Office. Dissemination of public information and/or "frequently asked questions" related to the issue will result in flyers, etc. with a nominal cost with these items produced at Village Hall.

Logistics for a referendum include January 3, 2012 as the last day for local governing boards to adopt a resolution or ordinance to allow a binding public question to appear on the ballot and January 12, 2012 to have the documentation filed with the Offices of the Cook and Will County Clerks. With a March 20, 2012 election date, residents could be saving money on their electricity bill by mid-2012.

The Village Board had preliminary discussion of this topic at the October 1st Saturday Morning Rules Meeting. After such deliberations, general direction to Staff and Legal Counsel was to move forward with drafting an Ordinance establishing an official ballot question related to this subject. Attached to this memo is the Ordinance as drafted by Village Attorney Paul Stephanides.

One final consideration on this matter is that SSMMA and other councils of governments may consider pooling their respective resident bases toward even larger economies of scale in going to the electricity supplier market. More information will be learned about this in the months ahead and cannot be acted upon by the Village until an affirmative direction has been given by the residents.

SCHEDULE FOR CONSIDERATION:

This item will be on the November 21, 2011 Regular Board Meeting Agenda for final reading.

ORDINANCE _____

AN ORDINANCE PROVIDING FOR AND REQUIRING THE SUBMISSION OF THE QUESTION OF WHETHER THE VILLAGE OF PARK FOREST SHOULD HAVE THE AUTHORITY UNDER PUBLIC ACT 96-176 TO ARRANGE FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO HAVE NOT OPTED OUT OF SUCH PROGRAM TO THE ELECTORS OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS BY REFERENDUM AT THE GENERAL PRIMARY ELECTION TO BE HELD ON THE 20TH DAY OF MARCH, 2012

WHEREAS, the Illinois Power Agency Act, 20 ILCS 3855 *et seq.* (2011), was amended pursuant to Public Act 96-176 to add Section 1-92 entitled, “Aggregation of Electrical Load by Municipalities and Counties” (hereinafter referred to as the “Act”); and

WHEREAS, the Act allows a municipality to operate an electrical aggregation program on behalf of its residents and small commercial retail customers on either an opt-in or an opt-out basis; and

WHEREAS, under the Act, if the Village of Park Forest (“Village”) seeks to operate an electrical aggregation program as an opt-out program for its residential and small commercial retail electric customers, then prior to the adoption of an ordinance establishing the electrical aggregation program, the Village must first submit a referendum to its residents to determine whether or not the Village should have the authority to arrange for electricity for its residential and small commercial retail customers on an opt-out basis; and

WHEREAS, if the majority of the electors voting on the question vote in the affirmative, then the Village Board of Trustees may implement an opt-out electrical aggregation program for residential and small commercial retail customers; and

WHEREAS, the Board of Trustees has determined that it is in the best interest of the Village of Park Forest to operate an electricity aggregation program under the Act as an opt-out program and to submit the question to the electors in a referendum pursuant to the Act.

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 their home rule powers, as follows:

Section 1. **Recitals Incorporated.** The foregoing recitals are incorporated into this Ordinance as findings of the Mayor and Board of Trustees.

Section 2. **Proposition.** The following proposition shall be placed on the ballot for the March 20, 2012 General Primary Election:

Shall the Village of Park Forest have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

Section 3. Submittal of Proposition. The proposition referenced in Section 2 above shall be submitted to the voters of the Village of Park Forest in accordance with the *Election Code* of the State of Illinois, 10 ILCS 5/1-1 *et seq.* (2011), as amended (“*Election Code*”) at the General Primary Election to be held on Tuesday, March 20, 2012, between the hours of 6:00 a.m. and 7:00 o'clock p.m. (the "Election").

Section 4. Election Precincts and Boundaries. For the purpose of the Election, the Village shall be divided into election precincts and the boundaries of the election precincts and the polling place designated for each election precinct shall be those election precincts and polling places established by the County Clerk of the County of Cook and the County Clerk of the County of Will.

Section 5. Notice of Election. The County Clerk of the County of Cook and the County Clerk of the County of Will shall give notice of the Election (“Notice”) in accordance with the *Election Code* by publishing Notice thereof not more than 30 days nor less than 10 days before the date of the Election in a local, community newspaper having general circulation in the Village, and by posting a copy of the Notice at the principal office of the County Clerk of the County of Will and the County Clerk of the County of Cook at least 10 days before the date of the Election, as required by § 12-5 of the *Election Code*, 10 ILCS 5/12-5. The Village Clerk as the Village’s local election official shall also give notice of the Election by posting a copy of the notice at the principal office of the Village as required by § 12-5 of the *Election Code*.

Section 6. Newspaper of General Circulation. For purposes of the Election, the Mayor and the Board of Trustees find and determine that the *SouthtownStar* is a local, community newspaper having general circulation in the Village as required by § 12-5 of the *Election Code*.

Section 7. Form of Notice of Election for Cook County. Notice of the Election shall be in substantially the following form for Cook County:

NOTICE OF ELECTION
VILLAGE OF PARK FOREST
COOK COUNTY AND WILL COUNTY, STATE OF ILLINOIS

NOTICE IS HEREBY GIVEN that at the General Primary Election held on Tuesday, March 20, 2012, the following proposition will be submitted to the voters of the Village of Park Forest, Cook County and Will County, State of Illinois:

Shall the Village of Park Forest have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?

Voters must vote at the polling place designated for the election precinct within which they reside. The polls at said election will be opened at 6:00 a.m. and will be closed at 7:00 p.m. on said day.

Dated this ___ day of _____, 2012.

County Clerk, County of Cook,
State of Illinois

Section 8. Form of Notice of Election for Will County. Notice of the Election shall be in substantially the following form for Will County:

NOTICE OF ELECTION
VILLAGE OF PARK FOREST
COOK COUNTY AND WILL COUNTY, STATE OF ILLINOIS

NOTICE IS HEREBY GIVEN that at the General Primary Election held on Tuesday, March 20, 2012, the following proposition will be submitted to the voters of the Village of Park Forest, Cook County and Will County, State of Illinois:

Shall the Village of Park Forest have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?

Voters must vote at the polling place designated for the election precinct within which they reside. The polls at said election will be opened at 6:00 a.m. and will be closed at 7:00 p.m. on said day.

Dated this ___ day of _____, 2012

County Clerk, County of Will,
State of Illinois

Section 9. Ballot Proposition for Cook County. The proposition set out above shall be submitted to the voters of Cook County at said Election upon a ballot to be in substantially the following form, with such alterations, changes, deletions, and insertions as may be required by Article 24A, 24B or 24C of the *Election Code*, if an electronic, mechanical, or electric voter system is used:

(FACE OF BALLOT)
OFFICIAL BALLOT

VILLAGE OF PARK FOREST
ELECTRICITY AGGREGATION REFERENDUM

(INSTRUCTIONS TO VOTERS: Mark cross (x) in the space opposite the word indicating the way you desire to vote.)

Shall the Village of Park Forest have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?	YES NO	_____ _____
--	---------------	--------------------

On the back of the ballot shall appear the following:

OFFICIAL BALLOT

Official ballot for voting on the proposition for the Village of Park Forest to have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program, in the Village of Park Forest, County of Cook and County of Will, State of Illinois, at the General Primary Election held on March 20, 2012.

(Facsimile Signature)
County Clerk, County of Cook,
State of Illinois

Section 10. Ballot Proposition for Will County. The proposition set out above shall be submitted to the voters of Cook County at said Election upon a ballot to be in substantially the following form, with such alterations, changes, deletions, and insertions as may be required by Article 24A, 24B or 24C of the *Election Code*, if an electronic, mechanical, or electric voter system is used:

(FACE OF BALLOT)
OFFICIAL BALLOT

VILLAGE OF PARK FOREST
ELECTRICITY AGGREGATION REFERENDUM

(INSTRUCTIONS TO VOTERS: Mark cross (x) in the space opposite the word indicating the way you desire to vote.)

Shall the Village of Park Forest have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?	YES NO	_____ _____
--	---------------	--------------------

On the back of the ballot shall appear the following:

OFFICIAL BALLOT

Official ballot for voting on the proposition for the Village of Park Forest to have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program, in the Village of Park Forest, County of Cook and County of Will, State of Illinois, at the General Primary Election held on March 20, 2012.

(Facsimile Signature)
 County Clerk, County of Will,
 State of Illinois

Section 11. Election Judges. For the Election, those persons appointed by the County Clerk of Cook County and County Clerk of Will County shall serve as election judges in each election precinct.

Section 12. Certification of Public Question. On or before January 12, 2012, which is not less than sixty-eight (68) days prior to March 20, 2012, the Village Clerk shall certify to the County Clerk of Cook County and the County Clerk of Will County the public question set forth herein to be voted upon at the Election pursuant to § 28-5 of the *Election Code*, 10 ILCS 5/28-5.

Section 13. Conduct of Election. The Election shall be held and conducted and the returns thereof duly certified, all in the manner and time as provided by the *Election Code*.

Section 14. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 15. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____, 2011.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATION

I, Sheila McGann, Village Clerk of the Village of Park Forest, Cook and Will Counties, State of Illinois, DO HEREBY CERTIFY that the attached is a true and correct copy of Ordinance Number _____, **“AN ORDINANCE PROVIDING FOR AND REQUIRING THE SUBMISSION OF THE QUESTION OF WHETHER THE VILLAGE OF PARK FOREST SHOULD HAVE THE AUTHORITY UNDER PUBLIC ACT 96-176 TO ARRANGE FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO HAVE NOT OPTED OUT OF SUCH PROGRAM TO THE ELECTORS OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS BY REFERENDUM AT THE GENERAL PRIMARY ELECTION TO BE HELD ON THE 20TH DAY OF MARCH, 2012,”** which was adopted by the Mayor and Board of Trustees on _____, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand in the County of Cook and State of Illinois, on _____, 2011.

Sheila McGann, Village Clerk

(SEAL)

AGENDA BRIEFING

DATE: October 31, 2011

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Lawrence G. Kerestes, Director of Community Development

RE: Deed in Lieu of Foreclosure – 211 Mantua

BACKGROUND/DISCUSSION:

As was the case in September 2009 when the Village had the opportunity to acquire the properties at 258 Arcadia and 309 Minocqua and in November 2010 with 201 Miami where the Village had demolished the houses with the consent of the property owners and in turn transferred the properties to the Village of Park Forest in lieu of foreclosure, once again another property, 211 Mantua is in the same position.

For the property at 211 Mantua, 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 in April 2010 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 211 Mantua, the Village will be able to obtain title to the 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 owner. 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 211 Mantua.

The ordinance to follow authorizes 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: (Please note that the ordinance reads president and not mayor.)

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 Regular Meeting Agenda for November 21, 2011 for First Reading.

ORDINANCE _____

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A DEED IN
LIEU OF FORECLOSURE FOR THE PROPERTY
COMMONLY KNOWN AS 211 MANTUA, PARK FOREST, ILLINOIS**

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, Jane R. Marzano (hereinafter "Owner") is the owner of the property commonly known as 211 Mantua, Park Forest, Illinois, PIN No. 31-36-312-008-0000 (hereinafter "Property") and legally described as follows:

LOT EIGHT (8) IN BLOCK FIFTY-FOUR (54) IN VILLAGE OF PARK FOREST AREA NO. FIVE (5), BEING A SUBDIVISION OF PART 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 IN THE RECORDER'S OFFICE OF COOK COUNTY ILLINOIS, AUGUST 3, 1951 AS DOCUMENT 15139014, SITUATED IN THE VILLAGE OF PARK FOREST, COUNTY OF COOK, AND STATE OF ILLINOIS.

WHEREAS, the Village placed a lien on the Property in the amount of \$26,270.02 for demolition of the structure on the Property pursuant to Section 11-31-1 of the Illinois Municipal Code, 65 ILCS 5/11-31-1, which lien was recorded with the Cook County Recorder of Deeds as Document No. 1018847017 (hereinafter "Lien"); and

WHEREAS, on March 16, 2011, the Village filed a Verified Complaint for Foreclosure in the Circuit Court of Cook County, Case No. 11 CH 10062, to foreclose on the Lien, and named Owner and others as defendants in the matter; and

WHEREAS, Owner was served with Summons and a copy of the Verified Complaint and through legal counsel 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 the Owner 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 2007, 2008, 2009, 2010, and 2011 and subsequent years which are not yet due and payable are 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 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 foregoing recitals are incorporated into this Section 1 by reference as though fully set forth herein.

Section 2. **Acquisition of Property.** The Mayor and the Board of Trustees of the Village hereby determine that it is in the best interests of the Village to acquire the Property by deed in lieu of foreclosure for public purposes as may hereinafter be determined.

Section 3. **Execution of Documents.** The Village Manager or his designee is hereby authorized and directed to execute the Settlement Agreement in substantially the form attached hereto, subject to the review of the Village Attorney, 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.

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

PASSED this _____ day of _____, 2011.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK

**WARRANTY DEED
(In Lieu of Foreclosure)**

Property Address:

211 Mantua
Park Forest, IL

PIN: 31-36-312-008-0000

Return To: Village of Park
Forest

350 Victory Drive
Park Forest, IL 60466

**Send Subsequent Tax Bills
To:**

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

THE ABOVE SPACE FOR RECORDER'S USE ONLY

This Warranty Deed, made this _____ day of _____ between Jane R. Marzano, married to Michael Marzano ("Grantor") whose address is 24539 Bay Creek Lane, Plainfield, Illinois, in consideration of the payment of Ten and no/100ths Dollars (\$10.00), the execution of a Settlement Agreement between Grantor and the Village of Park Forest, an Illinois Municipal Corporation, whose address is 350 Victory Drive, Park Forest, Illinois ("Grantee"), and the release of Grantor, to the extent and as provided in the Settlement Agreement, from personal liability for a money judgment or deficiency judgment from the lien recorded with the Cook County Recorder in the amount of \$26,270.02 as document no. 1018847017, and for other good and valuable consideration in hand paid, the adequacy and sufficiency of which are hereby acknowledged, does hereby sell, grant, and convey to Grantee the real property commonly known as 211 Mantua, Park Forest, Illinois, and located in the Village of Park Forest, County of Cook, State of Illinois, and legally described as follows:

LOT EIGHT (8) IN BLOCK FIFTY-FOUR (54) IN VILLAGE OF PARK FOREST AREA NO. FIVE (5), BEING A SUBDIVISION OF PART 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 IN THE RECORDER'S OFFICE OF COOK COUNTY ILLINOIS, AUGUST 3, 1951 AS DOCUMENT 15139014, SITUATED IN THE VILLAGE OF PARK FOREST, COUNTY OF COOK, AND STATE OF ILLINOIS.

PIN: 31-36-312-008-0000 Address: 211 Mantua, Park Forest, Illinois

This Warranty Deed is an absolute conveyance and grant of all of Grantor's right, title, and interest in the above-described real property and is not intended as a mortgage, trust conveyance, or security of any kind.

Grantor further declares that (a) this conveyance is freely and fairly made, executed, and delivered pursuant to the terms of the Settlement Agreement and with the advice, or opportunity for advice, of legal counsel of Grantor's selection; (b) that there are no agreements, oral or written, other than this Warranty Deed and the Settlement Agreement (and all documents referred to therein and executed in connection therewith) with respect to the above-described real property and all improvements thereon and easements and appurtenances thereto described above; and (c) that fair and adequate consideration has been given for

Grantor's waiver of all redemption and cure rights permitted by laws more fully set forth in the Settlement Agreement.

By accepting this Warranty Deed as a deed in lieu of foreclosure, the Village is entitled to make null and void all real estate tax liens under Section 21-95 of the Property Tax Code. (35 ILCS 200/21-95).

IN WITNESS WHEREOF, Grantors have executed this Warranty Deed as of the ____ day of _____, 2011.

GRANTOR:

Jane R. Marzano

Michael Marzano

State of Illinois)
) SS
County of _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO HEREBY CERTIFY** that Jane R. Marzano and Michael Marzano, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal,
this ____ day of _____, 2011.

Impress seal here

NOTARY PUBLIC

AFFIX TRANSFER STAMPS ABOVE

Or

I hereby declare that this transaction is exempt from the provisions of the Real Estate Transfer Tax Law under 35 ILCS 200/31-45(b) of said Act.

By: _____

M. Neal Smith, attorney for Grantee

Date: _____

This instrument was prepared by: M. Neal Smith

Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
24 West Cass Street, 5th Floor
Joliet, IL 60432

SETTLEMENT AGREEMENT

Property Address: 211 Mantua, Park Forest, Illinois

PIN: 31-36-312-008-0000

THIS SETTLEMENT AGREEMENT is entered into as of the date the signature of the Village of Park Forest is affixed hereto, by and between Jane R. Marzano (“Owner”), whose address is 24539 Bay Creek Lane, Plainfield, Illinois, and the Village of Park Forest, an Illinois Municipal Corporation (“Village”), having its principal office at 350 Victory Drive, Park Forest, Illinois.

RECITALS:

This Agreement is based upon the following recitals:

A. Owner is the fee simple title owner in and to certain real property located within the County of Cook and State of Illinois, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements situated thereon (collectively the “Subject Property”).

B. Owner acquired title to the Subject Property as the sole heir to Myrtle Beeson, as more fully set forth in the Affidavit of Heirship, attached hereto as Exhibit B; and

C. To evidence certain liens and indebtedness in favor of the Village and against the Owner, the Village recorded a Lien with the Cook County Recorder of Deeds as Document No. 1018847017 in the amount of \$26,270.02 (the “Lien”).

D. Owner acknowledges and represents to Village, upon which representations Village has relied in entering into and performing this Agreement, that:

- (1) The Owner is the fee simple owner of the Subject Property;
- (2) the Lien amount is justly due, owing, and delinquent and there is no offset, defense, or counterclaim that Owner has or could sustain in connection therewith;
- (3) the Village has demanded that Owners pay the Lien amount but Owner has failed and refused to do so; and
- (4) the Village has the immediate right to pursue all of its rights and remedies pursuant to law.

E. Owner has requested that, in view of the lack of equity in the Subject Property and to avoid further time-consuming, expensive and needless litigation, the Village accept a settlement, pursuant to which the Subject Property would be transferred to the Village by Owner by deed in lieu of foreclosure and Owner would be released from any personal liability for a money judgment, and

the Village is willing to accept such a settlement, but only upon the terms and conditions hereinafter set forth.

F. Owner acknowledges that transfer of the Subject Property and a release from further obligations to pay the indebtedness represented by the Lien is of direct and substantial benefit to Owner, and constitutes fair and adequate consideration for the entry of Owner into this transaction. The Village acknowledges that transfer of the Subject Property to it, without the necessity of litigation, is of direct and substantial benefit to it, and is fair and adequate consideration for the Village's entry into this transaction. Owner and the Village acknowledge and agree that the transfer of the Subject Property is for reasonably equivalent value.

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, including the release by the Village of Owner from personal liability for the Lien as described in the above recitals, the receipt and adequacy of which are hereby mutually acknowledged, Owner and the Village do hereby covenant and agree as follows:

1. CONVEYANCE AND PAYMENT

Concurrently with the execution of this Agreement and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid, together with the respective promises, covenants, and undertakings hereunder;

A. Owner has executed and delivered or will execute and deliver to the Village, in form and content satisfactory to the Village:

- (1) Owner's warranty deed conveying the Subject Property (Deed) in recordable form subject to certain liens and encumbrances as set forth below in Section 1 E;
- (2) Affidavit of Heirship;

B. Owner and the Village:

- (1) have executed a State of Illinois Transfer Tax Declaration which indicates that the transfer of the Property by the Deed is exempt from transfer taxes;
- (2) have executed a County Transfer Tax Declaration which indicates that the transfer of the Property by the Deed is exempt from transfer taxes; and
- (3) shall execute all such further conveyances, assignments, confirmations, releases, powers of attorney, instruments of further assurance, approvals, consents, environmental disclosure documents (if required by applicable law), and other instruments and documents that may be reasonably necessary, expedient, or proper in the opinion of the Village in order to complete any and all conveyances, transfers, and assignments herein provided (collectively, Other Documents).

For convenience, the Deed and Other Documents listed in subsections A and B above are herein collectively referred to as the "Transfer Documents."

C. This Agreement and the Transfer Documents are intended to be and are acknowledged by Owner to effect an absolute conveyance and unconditional transfer of their interests in the Subject Property and all rights, titles, interests, income, rents, rent equivalents, issues, revenue, royalties, and profits in connection therewith as of the date hereon, and are not given as security, PROVIDED THAT title to the Subject Property shall remain subject to the Lien to the full extent of the Lien amount. In the event that, contrary to the foregoing, it is, at any time hereafter, determined that Owner has any equitable and/or statutory rights of redemption in the Subject Property, then, for the considerations herein set forth, Owner hereby sell, transfer, and convey to the Village and waive for themselves any and all equitable and statutory rights of redemption with respect to the Subject Property.

D. The delivery, acceptance, and/or recording of the Transfer Documents shall not in any way or manner whatsoever:

- (1) be deemed a waiver by the Village of any claim of priority pursuant to the Lien over any other liens, mortgages, security interests, or encumbrances of any kind or nature, now existing or hereafter placed upon the Subject Property, or any party thereof;
- (2) affect or prejudice in any way the right of the Village to foreclose the Lien by judicial proceedings or otherwise or to proceed as provided in the Liens and as otherwise provided at law or in equity in the event that other liens, mortgages, security interests, or encumbrances, resulting from the act or deed of Owner, shall be asserted against the Property;

The Lien shall, in all respects, survive the recording of the Transfer Documents, and Owner hereby ratifies and confirms the Lien in all respects.

E. Owner warrants and represents to the Village, upon which warranties and representation the Village has relied and will continue to rely, that:

- (1) Owner is the owner of fee simple title to the Subject Property;
- (2) Owner has the power, capacity, and authority to execute and deliver this Agreement and the Transfer Documents to the Village and have done so freely and voluntarily, with full knowledge and without duress;
- (3) Owner has not transferred, by sale, assignment, or otherwise, to any person, partnership, corporation, or other entity, all or any part of any right, title, or interest which they may have in and to the Property prior to the date hereof;
- (4) the Transfer Documents convey to the Village good and marketable title (i) to the Subject Property, free and clear of all liens, security interests, encumbrances, agreements, encroachments, overlaps, special assessments, claims, leases, tenancies, adverse interests, federal or state taxes or defects except: (a) the liens and security interests established pursuant to the Lien; (b) any unpaid real estate taxes; (c) claim for Public Aid Lien, recorded July 15, 2008 as document 0819741043 by State of Illinois

Department of Healthcare and Family Services; and (c) those liens and encumbrances as shown on the ALTA Commitment for title insurance dated March 15, 2011 and attached hereto and incorporated herein as Exhibit C.

- (5) there are no contracts for deed, land contracts, or other executor agreements whatsoever for the sale, conveyance, or transfer of any party or all of the Subject Property or any interest therein;
- (6) there are no management, service, maintenance, employment, or brokerage contracts or agreements or obligations, commitments, or arrangements, written or oral, with respect to the Subject Property;
- (7) Owner has not received any notice with respect to, and there are no violations of any past or present covenants, conditions, and restrictions of record or governmental regulations, zoning, or other ordinances, statutes, codes, or orders of any type, formal or informal, with respect to the Subject Property, other than those violations of Village Codes, covenants, restrictions or regulations, which may affect the use thereof, including, without limitation, all federal, state, and local statutes, regulations, codes, or orders regarding environmental, health, and safety matters;
- (8) Owners are not "foreign persons" as such term is defined in Section 1445(f) of the Code, as amended, or any successor thereto; and

2. PROPERTY AND OBLIGATIONS Owner further warrants and represents to the Village, upon which warranties and representations the Village has relied and will continue to rely, that:

A. There are no leases or any oral or written contracts or agreements in effect or in existence with respect the Subject Property; and

B. There is no actual or threatened litigation involving or affecting the Property other than any litigation commenced by the Village. Owner shall defend, indemnify, and hold the Village harmless from any and all liability, costs, and expenses, including reasonable attorneys' fees, arising from any litigation or threatened litigation as of the date hereof involving or affecting the Subject Property and Owner's ownership, use, and operation thereof.

3. POSSESSION AND INDEMNITY

A. Concurrently with the execution and delivery of the Transfer Documents, Owner shall deliver possession of the Subject Property to the Village and the Village shall have the right to manage, operate, use, and possess the Subject Property to the total exclusion of Owner and shall have the immediate right to sell and/or transfer the same or any part thereof for its own account to the total exclusion of Owner. Owner shall cooperate with the Village to ensure that all utility accounts in Owner's name are closed as of the date of closing of this transaction.

B. Owner hereby covenants and agrees to defend, indemnify and hold the Village harmless from and against any and all liabilities or obligations, of every kind and nature, with respect to the Subject Property, incurred or accrued prior to the date hereof whether arising from acts or omissions or Owners, their employees, or agents, or otherwise including, but not limited to, all

liabilities and obligations for which Owner would have been or will be liable for up to and including the date hereof had Owner not transferred title to the Property to the Village pursuant hereto.

4. RELEASE OF PERSONAL LIABILITY

Subject to the provisions of this Agreement, including all warranty and indemnity contained herein, which shall expressly survive the closing of the transaction contemplated herein, the Village hereby releases Owner from any and all personal liability with respect to the Lien obligations.

Anything contained in this Agreement to the contrary notwithstanding, including the foregoing release of liability by Village in favor of Owner, the Village shall retain all other rights and remedies against the Property as provided by law or in equity, including, without limitation, the right to foreclose or collect on the Lien by court action or as otherwise permitted by law or in equity. The provisions of this Section 4 shall survive the closing of this transaction.

5. ADDITIONAL COVENANTS, WARRANTIES, AND REPRESENTATIONS

A. Owner hereby covenants and agrees that they will not interfere with or oppose the Village in, and hereby consent to, any foreclosure proceedings by court action or otherwise, or any other proceedings instituted by Village in connection with the Subject Property.

Owner waives the right to a hearing in connection with any such foreclosure proceeding or other suit or proceedings and further waives the right to require sale of the Property in any such suit to be made in parcels. If Owner contests Village's right to proceed in any suit for the Subject Property, in addition to Owner being liable to Village for all damages which Village may suffer as a result thereof, Owner acknowledges and agrees that it shall be liable to Village for all reasonable attorneys' fees and court costs incurred by Village in such suit.

B. Owner will execute all documents and take all steps deemed necessary by Village to give effect to the terms and conditions of the Transfer Documents and this Settlement Agreement.

C. Owner warrants and represents that it has not conveyed and will not convey the Subject Property.

D. As of the date hereof, all covenants, representations, warranties, documents, acknowledgements, and agreements made by and between Owner and Village and as set forth herein are and shall be true and accurate and shall continue to be so, and shall survive the closing of this transaction.

6. ABSOLUTE CONVEYANCE

Owner acknowledges and agrees that the conveyance and transfer of the Subject Property to Village in accordance with the terms of this Agreement is an absolute conveyance and transfer of all of their right, title, and interest therein, in fact as well as form, and was not and is not now intended as a mortgage, trust conveyance, deed of trust, or security instrument of any kind; that the consideration for such conveyance and transfer is exactly as recited herein; and that Owner has no further interest (including rights of possession, repurchase, cure, or redemption) or claim in and to the Property or to the proceeds and profits, if any, which

may be derived therefrom, during the period of ownership of or upon subsequent resale or conveyance by Village, of any kind whatsoever.

7. NOTICE

Any notice which is or may be given to Owner or the Village shall be in writing and shall be hand-delivered or sent by reputable courier service, or by postage pre-paid registered or certified mail, return receipt requested, and shall be deemed given (i) when received at the following addresses if hand delivered or sent by reputable courier service, and (ii) three (3) business days after being postmarked and addressed as follows if sent by registered or certified mail, return receipt requested:

If to Owners: Jane R. Marzano, 24539 Bay Creek Lane, Plainfield, Illinois 60586-4013

If to Village: 350 Victory Drive, Park Forest, Illinois 60466
Attn: Director of Community Development,

8. MISCELLANEOUS

A. The recitals set forth at the beginning of this Agreement are deemed incorporated herein, and Owner represents that the same are true and correct. The representations, warranties, covenants, acknowledgments, agreements, and indemnities contained in this Settlement Agreement and in the Transfer Documents shall survive the closing of this transaction and the delivery and recording (where applicable) of the Transfer Documents.

B. This Settlement Agreement is made in the State of Illinois and shall be construed in accordance with the laws thereof. If any provision hereof is in conflict with any statute or rule of law of the State of Illinois or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceability and shall be deemed separate from and shall not invalidate any other provision of this Settlement Agreement.

C. It is understood and agreed that this Settlement Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same agreement, even though Owner and Village may not have executed the same counterpart of this Agreement.

D. This Settlement Agreement may not be amended or modified except in writing executed by Owner and Village.

E. Owner and Village acknowledge that they have thoroughly read and reviewed the terms and provisions of this Settlement and the Exhibits attached hereto and are familiar with the terms hereof; that the terms and provisions contained herein have been thoroughly read by Owner and Village and are clearly understood and fully and unconditionally consented to by them; that they have had full benefit and advice of counsel of their own selection or the opportunity to obtain the benefit and advice of counsel of their own selection in regard to understanding the terms, meaning, and effect of this Settlement Agreement; that their execution of this Settlement Agreement and the Transfer Documents are done freely, voluntarily, with full knowledge, and without duress, and that in executing this Settlement Agreement and the Transfer Documents, Owner has relied on no other representations, either written or oral, express or implied, made to them by Village or any other party; and that the consideration received by them hereunder has been actual and adequate.

F. Village and Owner each acknowledge that there are no other agreements or representations, either oral or written express or implied, that are not embodied in this Settlement Agreement, and this Settlement Agreement and the Transfer Documents and all Exhibits attached hereto and thereto represent a complete integration of all prior and contemporaneous agreements and understandings of Village and Owner, and that all such agreements, understandings, and documents, except for the Note, the debt evidence thereby, and the Security Documents executed in connection therewith, are hereby superseded by this Settlement Agreement.

G. This Settlement Agreement shall be binding upon and inure to the benefit of Owner and Village, their respective heirs, executors, personal representatives, successors, assigns, grantees, and legal representatives, and no other party shall be a beneficiary hereunder.

IN WITNESS WHEREOF, Owner and Village have caused this Agreement to be executed as of the day and year first above written.

JANE R. MARZANO (OWNER):

Date: _____

VILLAGE:

Date: _____

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

LOT EIGHT (8) IN BLOCK FIFTY-FOUR (54) IN VILLAGE OF PARK FOREST AREA NO. FIVE (5), BEING A SUBDIVISION OF PART 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 IN THE RECORDER'S OFFICE OF COOK COUNTY ILLINOIS, AUGUST 3, 1951 AS DOCUMENT 15139014, SITUATED IN THE VILLAGE OF PARK FOREST, COUNTY OF COOK, AND STATE OF ILLINOIS.

EXHIBIT B

Affidavit of Heirship

EXHIBIT C

ALTA TITLE COMMITMENT

AGENDA BRIEFING

DATE: November 18, 2011

TO: Mayor John Ostenburg
Board of Trustees

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

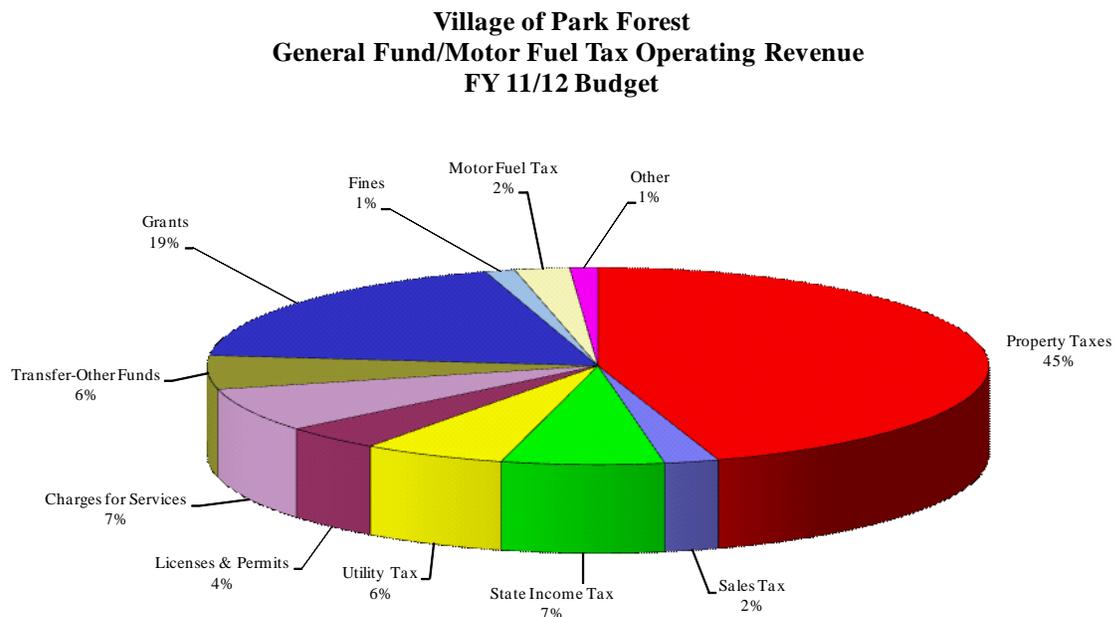
RE: An Ordinance Levying Taxes for all Corporate Purposes for the Village of Park Forest, Cook and Will Counties, Illinois, for the Fiscal Year Beginning on the First Day of July, 2011 and Ending on the Thirtieth of June, 2012

BACKGROUND/DISCUSSION: First reading of the 2011 Tax Levy is scheduled for November 21. A public hearing is required for the first Monday in December with the final levy adopted at the first regular meeting on December 12. The Board has historically chosen to begin discussion of the tax levy at the time of strategic planning in order to have a full picture of the financial position of the Village. This happened October 15.

The 2012/2013 Budget will be funded by the 2011 levy. The tax levy consists of six separate categories. Each category is evaluated separately to determine levy needs. The categories are as follows:

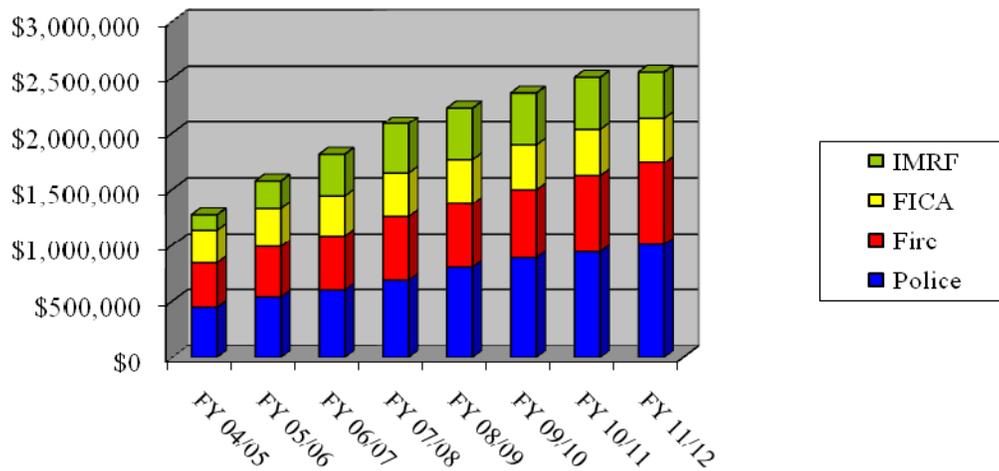
GENERAL CORPORATE

The property tax levy for general corporate purposes funds the general operations of the Village – Police, Fire, Administration, Public Works, Recreation and Parks, Health, Community Development and Economic Development – which are not funded by other sources. As can be seen in the pie chart below, the 2010 levy supported 45% of the total operating budget, down from 50% as a result of grant funding.



In recent years, a higher share of the levy funds Police and Fire pensions, as well as IMRF and Social Security.

Property Tax Levy History - Pensions



As was indicated in the memo in the agenda package entitled “Preliminary Year-end Results for 2010/2011 and in the memo on “Current Year Trends,” revenues have not always kept pace with expenditures. Expenditure increases are factored in the property tax levy needs. When developing the levy, other revenue sources are also evaluated. Use of fund balance has previously allowed the Village to maintain a 3.3% or lower property tax increase for nine of the last twelve years.

The levy increases in 2004 and 2005 allowed the Village to undertake several new initiatives including:

- Participation in SouthCom
- Establishment of an Economic Development Department
- Addition of two new police officers
- Added funding for storm sewer maintenance (annual allocation \$50,000)
- Added funding for roadway maintenance (annual allocation \$150,000)
- Added marketing dollars – \$50,000

In evaluating levy needs, increases in operating costs are assessed. Salaries are the largest expense for the Village. In the General Fund salaries represent \$10,108,875 or 51% of the total \$19,965,148 operating budget. Police and Fire personnel represent 64% of total salaries. For Fiscal 2012 personnel received a 2% salary increase, excluding police, whose contract is still under negotiations. The dollar increase presented assumes a 2% annual salary increase for all Village personnel, consistent with the Fire contract, and a 2% increase in other operating expenditures. After three years of no operating expense increase for departments a 2% increase was allowed for Fiscal 2012 to accommodate increasing cost of operations.

The net result of levy needs and the use of General Fund balance on the general corporate property tax base is as follows:

2011 Tax Levy

GENERAL CORPORATE

Ongoing Operating Costs

Salaries 2%		\$ 200,000
Other Expenditures		
Health Insurance 12%	195,000	
Roadway Supplement*	100,000	
Other Expenditures 2%**	100,000	
		395,000
Proposed Tax Levy Increase for General Operations:		\$ 595,000

* In an effort to build a Motor Fuel Tax Fund balance for roadway projects, vehicle costs will be transferred to the General Fund.

** Other expenditures include capital outlays, utilities, postage, legal, etc.

BONDS & INTEREST

The proposed levy for bonds and interest reflects a **decrease of \$118,672**. **The Village is able to abate \$750,000 in TIF Debt.**

The recommended bond abatement and levy are as follows:

	<u>Actual Debt</u> <u>Debt Service</u>	<u>Funded From</u> <u>Other Sources</u> <u>(Abated)</u>	<u>Bond</u> <u>Levy</u>
General Fund (includes golf)	\$ 290,615	\$ 3,186	\$ 287,429
Aqua Center	40,679	-	40,679
TIF	1,068,010	750,000	318,010
Water Fund	88,871	88,871	-
Sewer Fund	22,734	22,734	-
	\$1,510,909	\$ 864,791	\$ 646,118

The Village is able to abate a total of \$864,791 in the bond and interest levy.

This debt service does not include the \$1,043,223 annual payment required for the IEPA loan for the water plant or upcoming debt service for additional work. This payment will be covered by the water rates.

IMRF

The Village pays a designated percentage of salary for retirement benefits. The Illinois Municipal Retirement Fund determines this percentage. Because of prior favorable investment results, the Village contribution decreased from a high of 8.99% of affected salaries in 1999 to 3.22% of salaries in 2003. In 2004, rates began to increase. Rates jumped from 3.22% of eligible salaries to 6.79%. This doubled costs. In 2005 rates increased to 8.06%. In 2006 rates increased to 9.21%. For 2007 rates began to decrease slightly to 8.79% followed by 8.54% in 2008 and 8.69% in 2009. Because of serious market losses, rates increased to 9.56% in 2010 10.52% in 2011 and are projected to increase to 11.57% in 2012. The Village currently maintains an IMRF fund balance. Utilizing a portion of the fund balance allows the Village to maintain the same levy as 2010.

2010 IMRF levy	\$423,506
2011 IMRF levy	<u>\$423,506</u>
Increase in Levy	-

FICA

The Village also maintains a fund balance for FICA. Utilizing a portion of the fund balance allows the Village to maintain the same levy as 2010.

2010 FICA levy	\$412,007
2011 FICA levy	<u>412,007</u>
Increase in Levy	-

Both IMRF and FICA fund balances were favorably impacted by hiring delays.

POLICE PENSION

The levy amount for the Police and Fire pensions are actuarially determined. (See attached correspondence.) Police and Fire pension benefit legislation adopted by the State legislature adds to municipal pension costs. Police and Fire disability pensions also add to pension costs. Recent legislation has positively impacted pension costs by increasing the amortization period from 22 to 30 years. The Village is able to reduce the pension levy and interest rate assumptions. The Police Pension Fund earned 8.26% investment return for Fiscal 2011. This positive return also assists funding.

2010 Police Pension levy	\$1,033,223
Decrease	<u>(7,232)</u>
2011 Police Pension levy	\$1,025,991

FIRE PENSION

The Fire pension levy is also affected by legislative changes and market factors. The Fire Pension Fund also had gains last year of 7.8%. The actuarial funding recommendation is as follows:

2010 Fire Pension levy	\$752,677
Decrease	<u>(59,763)</u>
2011 Fire Pension levy	\$692,914

Below is summary information for the pension funds as follows:

	<u>Police</u>	<u>Fire</u>
Total Assets	\$18,237,495	\$ 9,880,607
Levy Requirement	1,025,991	692,914
Percent Funded	57.4%	52.4%
Annual Rate of Return	8.26%	7.87%

The Village has historically fully funded the actuarial recommendations.

LEVY SUMMARY

	Original 2010 <u>Levy</u>	Extended 2010 <u>Levy</u>	Proposed 2011 <u>Levy</u>
General Corporate	\$ 8,447,507	\$ 8,684,470	\$ 9,279,470
Bonds & Interest	731,748	764,790	646,118
IMRF	411,736	423,506	423,506
FICA	400,667	412,007	412,007
Police Pension	1,004,951	1,033,223	1,025,991
Fire Pension	<u>732,073</u>	<u>752,677</u>	<u>692,914</u>
Village Levy	\$ 11,728,682	\$12,070,673	\$ 12,480,006
Library	1,815,384	1,866,660	1,903,993
Total	\$ 13,544,066	\$13,937,333	\$ 14,383,999
Increase over Extended Levy:		3.2%	

Presented in the levy increase is the original and extended levy. An example of this presentation was found in Oak Park (see attached). The increase represents the increase to the extended levy. This is the “Truth in Taxation” Statutory requirement.

This levy increase assumes the adoption of the proposed vehicle sticker rate increase. Without this increase property taxes would need an additional .8% for a total Village levy increase of 4.2%.

Future Additional Firefighter

The Village received an award for a grant to fund two years salary and pension costs for a new firefighter. This firefighter was hired July 2011. The tax levy for 2010 and 2011 would not be impacted by this added personnel. The property tax levy for 2012 will need to include funding for this position going forward.

Salary	\$ 67,451
Pension (35.096%)	24,096
Health Insurance	15,223
Dental & Life	1,290
Medicare (1.45%)	<u>978</u>
	\$ 109,038

2012 Levy Impact .9%

The increases in the Village property tax levy over the last eighteen years have been as follows:

	<u>Tax Levy Increases</u>
1993	15.1%
1994	11.4%
1995	11.7%
1996	9.8%
1997	6.7%
1998	4.8%
1999	2.9%
2000*	2.9%
2001	2.9%
2002	2.9%
2003**	2.9%
2004	8.1%
2005	9.3%
2006*	2.6%
2007	3.3%

	2008	3.0%
	2009	6.0%
	2010	3.1%
Proposed	2011	3.4%

* Included a 0% increase in the General Corporate portion of the levy.

* * An additional 3% loss factor was added to the 2003 levy.

Attached is the collection rate of taxes for the last 10 years which averages 94%. The actual increases experienced by taxpayers are a function of assessed value and new construction. Also attached is a ten-year history of equalized assessed value for the Village. On the average property tax bill the Village share of taxes range from \$1,300 to \$2,400. Therefore, a 3.4% increase in taxes will produce a \$44 to \$82 increase in a tax bill related to Village services.

In general, a 1% tax levy increase in the Village levy equates to \$124,800.

OTHER ISSUES

As was indicated in the Current Year Trends discussion at Strategic Planning, revenues have stabilized albeit at a lower level. Delaying replacement hiring has saved salary and pension costs for the current year. The revenue reduction related to population decline has been factored into the vehicle sticker rate increase.

SCHEDULE FOR CONSIDERATION: This matter will appear on the Agenda of the Regular meeting of Monday, November 21, 2011 for first reading.

ORDINANCE NO. 1953

AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF JULY, 2011 AND ENDING ON THE THIRTIETH DAY OF JUNE, 2012 (TAX LEVY ORDINANCE)

BE IT ORDAINED by the President and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois:

Section I. That the sum **thirteen million seven hundred thirty-seven thousand eight hundred eighty-one dollars and no cents (\$13,737,881)**, being the total of budgeted amounts heretofore legally adopted and appropriated by Ordinance No. 1945, which are to be collected from the tax levy for the Fiscal Year of the Village of Park Forest, Cook and Will Counties, Illinois beginning July 1, 2011 and ending June 30, 2012, for all corporate purposes of said Village, including General Purposes, Illinois Municipal Retirement Fund Purposes, Police Pension Fund Purposes, Firefighters Pension Fund Purposes, FICA Fund Purposes, Public Library Fund Purposes, Library IMRF Purposes, Library FICA Fund Purposes, Library Audit Fund Purposes, Library IRMA Liability/Workers Compensation Fund Purposes and Library Building and Maintenance Fund Purposes as appropriated and budgeted for said Fiscal Year beginning July 1, 2011 and ending June 30, 2012, passed by the Mayor and Board of Trustees of said Village at its Regular Meeting held on the 27th day of June, 2011, be and the same is hereby levied on all taxable property within the said Village of Park Forest, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the column designated "Raised by Taxation," the said tax so levied for budgets and appropriations heretofore adopted and made for said current fiscal year which are to be collected from said tax levy the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

	<u>Amount Budgeted</u>	<u>Amount to be Received from Other Sources</u>	<u>Raised by Taxation</u>
<u>I. GENERAL CORPORATE</u>			
Administrative	3,894,261		
Police Department	7,075,213		
Fire Department	3,797,128		
Health Department	894,942		
Parks and Recreation	2,221,627		
Public Works Department	1,014,967		
Economic Development & Planning	546,386		
Community Development	520,624		
FICA (Levied Separately)	(412,007)		
IMRF (Levied Separately)	(423,506)		
Police Pension (Levied Sep.)	(1,025,991)		
Fire Pension (Levied Separately)	(692,914)		
Total General Corporate	\$17,410,730	\$8,131,260	\$9,279,470

	<u>Amount Budgeted</u>	<u>Amount to be Received from Other Sources</u>	<u>Raised by Taxation</u>
II. IMRF			
<u>(Illinois Municipal Retirement Fund)</u>			
Administrative	101,732		
Public Works	41,509		
Recreation and Parks	97,131		
Police Department	60,426		
Fire Department	5,901		
Health Department	52,554		
Community Development	34,494		
Economic Development & Planning	29,759		
Total IMRF	\$423,506		\$423,506
III. POLICE PENSION	\$1,025,991		\$1,025,991
IV. FIREFIGHTERS PENSION	\$692,914		\$692,914
V. FICA (Social Security)			
Administrative	89,775		
Public Works	30,183		
Recreation and Parks	77,254		
Police (Medicare)	96,764		
Fire (Medicare)	33,091		
Health Department	38,216		
Community Development	25,083		
Economic Development & Planning	21,641		
Total FICA	\$412,007		\$412,007
VI. LIBRARY			
Operating Fund	1,609,171		1,609,171
IMRF Fund	63,240		63,240
FICA Fund	64,260		64,260
Audit Fund	5,249		5,249
Liability/Workers Comp.	92,073		92,073
Building and Maintenance	70,000		70,000
Total Library	\$1,903,993		\$1,903,993

VII. SUMMARY OF AMOUNTS TO BE RAISED BY TAX LEVY:

General Corporate Fund	9,279,470
IMRF Fund	423,506
Police Pension Fund	1,025,991
Fire Pension Fund	692,914
FICA Fund	412,007
Library Operations Fund	1,609,171
Library IMRF Fund	63,240
Library FICA Fund	64,260
Library Audit Fund	5,249
Library Liability/Workers Comp.	92,073
Library Building and Maintenance Fund	<u>70,000</u>
TOTAL	\$13,737,881

Section II. That there is certified to the County Clerks of Cook and Will Counties, Illinois that several sums aforesaid, constituting the total amount of **thirteen million seven hundred thirty-seven thousand eight hundred eighty-one dollars and no cents (\$13,737,881)**, which said total amount the Village of Park Forest requires to be raised by taxation for the current fiscal year of said Village, and the Clerk of said Village is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

Section III. This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Adopted this 12th day of December, 2011.

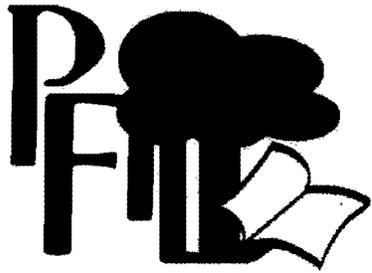
Ayes ____
 Nays ____
 Absent ____

APPROVED:

ATTESTS:

 Mayor

 Village Clerk



Park Forest Public Library
400 Lakewood Blvd
Park Forest Il 60466
708-748-3731

October 14, 2011

TO: Tom Mick
Village Manager

FROM: Barbara Byrne Osuch *Barbara*
Library Director

SUBJECT: 2011 Tax Levy

The Park Forest Public Library Board of Trustees approved the proposed 2011 tax levy on October 13, 2010.

The requested levies are:

GENERAL PROPERTY	\$1,609,171
IMRF	63,240
FICA	64,260
Audit	5,249
IRMA Liability/Workman's Compensation	92,073
Unemployment Benefits	
Building/Maintenance	70,000
TOTAL LEVY	\$1,903,993 *

* This number reflects a 2% increase from the 2010 Gross Tax Levy Extension.

If you require any further information, please contact me.

cc: Mary Dankowski
Village Finance Director

**NOTICE OF PROPOSED PROPERTY TAX LEVY FOR
THE VILLAGE OF PARK FOREST**

- I. A public hearing to approve a proposed property tax levy for the Village of Park Forest shall be held on Monday, December 5, 2011 at 7:00 p.m. at the Village Hall, Board Room, 350 Victory Drive, Park Forest, Illinois.**

Any person desiring to appear at the public hearing and present testimony to the taxing Village may contact Mary Dankowski, Finance Director, (telephone 708/283-5607).

- II. The corporate and special purpose property taxes extended or abated for the year 2010 were \$13,172,543.**

The proposed corporate and special purpose property taxes to be levied for 2011 are \$13,737,881. This represents a 4.3% increase over the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2010 were \$764,790.**

The estimated property taxes to be levied for debt service for 2011 are \$646,118. This represents a 15.5% decrease over the previous year.

- IV. The total property taxes extended or unabated for 2010 were \$13,937,333.**

The estimated total property taxes to be levied for 2011 are \$14,383,999. This represents a 3.2% increase over the previous year.



Actuary

FACSIMILE #: () _____

Number of pages (including this page): _____

To: Ms. Stephanie Rodas

Comments:

Re: Police & Firefighter Pension Funds

Stephanie:

Attached are the 07/01/11 preliminary actuarial results, the investment performance summary and the salary history for the Police and Firefighter Pension Funds. In trying to address all of the changes this year, the results highlight the impact of the new provisions of PA 096-1495 "Pension Reform" and quantify the impact of the "90% Target." This year, the investment returns were about as assumed and salaries increased as assumed for Police and less than assumed for Fire. Both Funds have the same number of active members as last year. Thus, in absence of the new Act, the Tax Levy would increase over last year and the Percent Funded would increase for Fire and remain the same for Police. As a result of the new Act, the Tax Levy decreases for both and the Percent Funded increases for both. The final results reflect a change in the interest rate assumption to 7.00% from 7.50% and a change in the salary increase assumption to 5.50% from 6.00%.

Highlights:

1. Investment returns: Police 8.26%, Fire 7.87%.
2. Annual payroll increases: Police 1.4%, Fire 2.4%
Average increase: Police 5.9%, Fire 3.8%.
3. New members: Police 3, Fire 1; Terminations: Police 1, Fire 0;
Retirements: Police 2, Fire 0; Incidents of Disability: Police 0, Fire 1.
4. Percent Funded: Police decreased from 60.1% to 57.4%;
Fire decreased slightly from 53.2% to 52.4%.
5. Tax Levy: Police increased slightly from \$1,004,951 to \$1,025,991 (2.1%).
Fire decreased from \$732,073 to \$692,914 (5.3%).

As Always,

T. Sharpe

Timothy W. Sharpe, Actuary, Geneva, IL (630) 262-0600

September 7, 2011

**VILLAGE OF PARK FOREST
Actuarial Valuation Results**

POLICE	7/1/10		7/1/11		
	Int: 7.50%	Int: 7.00%	Int: 7.00%	Int: 7.00%	Int: 7.00%
	<u>Sal: 6.00%</u>	<u>Sal: 5.50%</u>	<u>Sal: 5.50%</u>	<u>Sal: 5.50%</u>	<u>Sal: 5.50%</u>
1. Village Normal Cost	364,305	409,372	409,372	449,684	449,684
2. Accrued Liability	28,287,355	31,771,323	31,771,323	30,727,553	30,727,553
3. Assets	16,995,516	18,237,495	18,237,495	18,237,495	18,237,495
4. Unfunded Liability/(Surplus)	11,291,839	13,533,828	13,533,828	12,490,058	12,490,058
5. Amortization of UL	570,533	710,618	549,498	382,359	507,119
6. Interest for One Year	70,113	78,399	67,121	58,243	66,976
7. Tax Levy Requirement (1+5+6)	<u>1,004,951</u>	<u>1,198,389</u>	<u>1,025,991</u>	<u>890,286</u>	<u>1,023,779</u>
8. Payroll	2,960,662	3,003,244	3,003,244	3,003,244	3,003,244
9. Percent Funded (3/2)	60.1%	57.4%	57.4%	59.4%	59.4%

2) Reflects pre-PA 096-1495 provisions (22-year amortization)

3) Reflects (2) plus 30-year amortization

4) Reflects PA 096-1495 (90% Target amortization)

5) Reflects (4) plus 100% Target amortization

Timothy W. Sharpe, Actuary, Geneva, IL (630) 262-0600

September 6, 2011

**VILLAGE OF PARK FOREST
Police Pension Fund**

Investment Performance 2002-2011

	FYE 02	FYE 03	FYE 04	FYE 05	FYE 06	FYE 07	FYE 08	FYE 09	FYE 10	FYE 11
BOY Assets	13,371,061	13,517,593	14,375,984	14,391,171	15,298,086	15,361,167	16,498,790	16,676,827	16,071,968	17,001,496
Village Contribution	403,906	401,896	422,037	462,024	551,737	593,482	663,828	739,740	873,889	1,000,943
Officer Contribution	176,553	259,719	226,194	308,527	249,621	262,014	274,924	381,224	332,971	307,714
Pension Payments	813,825	860,731	846,127	827,910	886,202	999,775	1,162,500	1,331,082	1,324,312	1,439,026
Expenses	14,123	22,257	19,037	27,637	30,320	41,597	59,420	33,484	35,139	31,599
Income	481,061	1,079,771	230,224	995,224	180,315	1,305,983	426,390	(406,715)	1,076,140	1,397,967
EOY Assets	13,604,632	14,375,991	14,389,274	15,301,399	15,363,237	16,481,273	16,642,011	16,026,510	16,995,516	18,237,495
Annual Yield	3.63%	8.05%	1.61%	6.94%	1.18%	8.55%	2.61%	-2.46%	6.73%	8.26%
5-Year Yield (2007-11)	4.74%									
10-Year Yield (2002-11)	4.51%									

Timothy W. Sharpe, Actuary, Geneva, IL (630) 262-0600

September 7, 2011

**VILLAGE OF PARK FOREST
Actuarial Valuation Results**

FIRE	7/1/10	7/1/11			
	Int: 7.50%	Int: 7.00%	Int: 7.00%	Int: 7.00%	Int: 7.00%
	<u>Sal: 6.00%</u>	<u>Sal: 5.50%</u>	<u>Sal: 5.50%</u>	<u>Sal: 5.50%</u>	<u>Sal: 5.50%</u>
1. Village Normal Cost	277,654	282,888	282,888	321,445	321,445
2. Accrued Liability	17,054,728	18,862,833	18,862,833	18,335,279	18,335,279
3. Assets	9,071,844	9,880,601	9,880,601	9,880,601	9,880,601
4. Unfunded Liability/(Surplus)	7,982,884	8,982,232	8,982,232	8,454,678	8,454,678
5. Amortization of UL	403,344	471,628	364,695	268,831	343,275
6. Interest for One Year	51,075	52,816	45,331	41,319	46,530
7. Tax Levy Requirement (1+5+6)	<u>732,073</u>	<u>807,332</u>	<u>692,914</u>	<u>631,595</u>	<u>711,250</u>
8. Payroll	1,811,004	1,854,945	1,854,945	1,854,945	1,854,945
9. Percent Funded (3/2)	53.2%	52.4%	52.4%	53.9%	53.9%

2) Reflects pre-PA 096-1495 provisions (22-year amortization)

3) Reflects (2) plus 30-year amortization

4) Reflects PA 096-1495 (90% Target amortization)

5) Reflects (4) plus 100% Target amortization

Timothy W. Sharpe, Actuary, Geneva, IL (630) 262-0600

September 6, 2011

**VILLAGE OF PARK FOREST
Firefighters Pension Fund**

Investment Performance 2002-2011

	FYE 02	FYE 03	FYE 04	FYE 05	FYE 06	FYE 07	FYE 08	FYE 09	FYE 10	FYE 11
BOY Assets	6,969,380	6,999,801	7,329,435	7,650,062	7,911,561	8,107,811	8,809,592	8,864,108	8,433,290	9,056,896
Village Contribution	337,287	337,861	368,731	408,536	465,832	470,489	567,059	585,453	646,941	732,976
Firefighter Contribution	95,790	111,154	104,729	118,277	129,706	186,461	163,434	166,783	170,846	176,476
Pension Payments	520,623	500,896	508,048	630,889	660,723	697,272	679,231	686,471	730,467	743,226
Expenses	33,686	33,077	37,451	54,956	40,071	64,212	51,859	79,829	57,339	59,609
Income	24,655	414,597	391,079	423,529	304,640	778,899	67,456	(414,270)	608,573	717,087
EOY Assets	6,872,803	7,329,441	7,648,475	7,914,560	8,110,944	8,782,175	8,876,451	8,435,776	9,071,844	9,880,601
Annual Yield	0.36%	5.96%	5.36%	5.59%	3.88%	9.67%	0.77%	-4.68%	7.20%	7.87%
5-Year Yield (2007-11)	4.17%									
10-Year Yield (2002-11)	4.20%									

Timothy W. Sharpe, Actuary, Geneva, IL (630) 262-0600

Village of Oak Park

Property Tax Levy

Fund	2009 Levy	2009 Extended Levy	2010 Levy	Dollar Difference	% Increase '10 over '09 Ext. Levy
General	\$ 11,341,070	\$ 11,681,302	\$ 11,681,302	\$ -	0.00%
Debt Service	2,502,600	2,627,730	2,572,569	(55,161)	-2.10%
Sub-total, Village of Oak Park	\$ 13,843,670	\$ 14,309,032	\$ 14,253,871	\$ (55,161)	-0.39%
Police Pension	3,034,409	3,125,441	3,928,927 ^A	803,486	25.71%
Fire Pension	2,987,265	3,076,883	3,134,176 ^A	57,293	1.86%
Sub-total, Pension	\$ 6,021,674	\$ 6,202,324	\$ 7,063,103	\$ 860,779	13.88%
Library Operating	\$ 5,611,111	\$ 5,779,444	\$ 5,779,444 ^B	\$ -	0.00%
Library Operating for Debt	2,324,950	2,394,699	2,320,802	(73,896)	-3.09%
Sub-total, Library	\$ 7,936,061	\$ 8,174,143	\$ 8,100,247	\$ (73,896)	-0.90%
TOTAL Recommended Levy	\$ 27,801,405	\$ 28,685,499	\$ 29,417,221	\$ 731,722	2.55%

^A Pension levies results of third party actuarial analysis

^B Final number pending Library Board approval

VILLAGE OF PARK FOREST
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN YEARS
JUNE 30, 2010

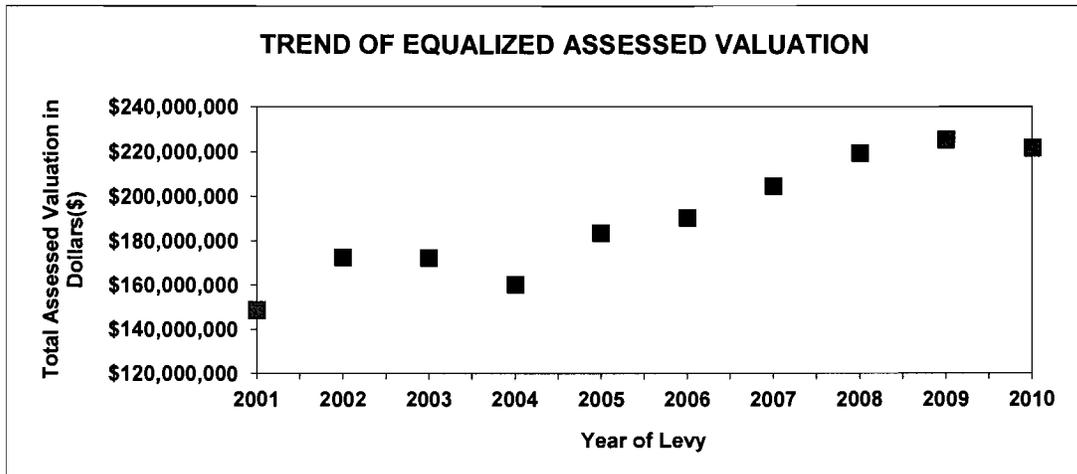
Tax Levy Year	Taxes Levied for the Fiscal Year*	Collected within the Fiscal Year		Collections in Subsequent Years	Total Collected to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
1999	\$ 6,508,574	\$ 2,698,239	41.46%	\$ 3,450,922	\$ 6,149,161	94.48%
2000	6,909,486	2,830,522	40.97%	3,680,342	6,510,864	94.23%
2001	7,363,861	3,050,976	41.43%	3,838,110	6,889,086	93.55%
2002	8,039,810	3,059,010	38.05%	3,880,540	6,939,550	86.31%
2003	8,451,811	3,414,397	40.40%	4,678,278	8,092,675	95.75%
2004	9,267,508	3,339,232	36.03%	5,490,584	8,829,816	95.28%
2005	10,194,911	4,274,410	41.93%	5,344,518	9,618,929	94.35%
2006	10,736,969	4,584,244	42.70%	5,790,549	10,374,792	96.63%
2007	11,511,844	4,885,132	42.44%	6,011,124	10,896,256	94.65%
2008	12,288,123	5,038,413	41.00%	6,472,730	11,511,144	93.68%
2009	13,153,576	5,702,248	43.35%	-	5,702,248	43.35%

Source: Cook and Will Counties Clerks' and Assessors' Offices

*Note: This schedule includes the Total Tax Levy Extension -- Village and Library. Taxes levied represent the prior calendar year's tax levy. (i.e. data presented for the Fiscal Year ended June 30, 2010 is based on the 2009 tax levy.)

**VILLAGE OF PARK FOREST
EQUALIZED ASSESSED VALUE
10-YEAR INFORMATION**

<u>Levy Year</u>	<u>Equalized Assessed Value</u>	<u>Percentage Increase(Decrease)</u>	<u>Estimated Actual Value</u>	<u>Ratio of Equalized Assessed Value to Estimated Actual Value</u>
2001	148,598,080	3.78%	445,794,240	33.33%
2002	172,636,509	16.18%	517,909,527	33.33%
2003	172,466,140	-0.10%	517,398,420	33.33%
2004	160,167,360	-7.13%	480,502,080	33.33%
2005	183,464,965	14.55%	550,394,895	33.33%
2006	190,262,287	3.70%	570,786,861	33.33%
2007	204,687,009	7.58%	614,061,027	33.33%
2008	219,491,270	7.23%	658,473,810	33.33%
2009	225,587,683	2.78%	676,763,049	33.33%
2010	221,881,935	-1.64%	665,645,805	33.33%



AGENDA BRIEFING

DATE: November 17, 2011

TO: Mayor John Ostenburg
Board of Trustees

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

RE: An Ordinance to Abate a Portion of the 2011 Tax Levy for the Village of Park Forest, Cook and Will Counties, Illinois (Tax Levy Abatement Ordinance)

BACKGROUND/DISCUSSION: The Village has certain General Obligation Debt of which a portion can be paid through the operations of the fund which generated the debt. During 2008 the Village refinanced two debt issuances to realize cost savings and accelerate debt service payments. For 2011, Debt Service for the following funds is:

<u>Total Debt Service</u>	<u>Principal</u>	<u>Interest</u>
General Fund *	\$ 290,615	
Aqua Center Fund	40,679	
TIF Fund	1,068,010	
Water Fund	88,871	
Sewer Fund	<u>22,734</u>	
	\$1,510,909	\$ 976,299
		\$ 534,610

* Now includes remaining Golf related debt.

Of this debt service amount, the following amounts can be abated:

<u>Proposed Abatement</u>	
General Fund	\$ 3,186
Aqua Center Fund	--
TIF Fund	750,000
Water Fund	88,871
Sewer Fund	<u>22,734</u>
	\$ 864,791

Total Debt Service minus the proposed abatement equals a levy amount of \$646,118. This amount does not include the \$1,043,223 in debt service associated with the IEPA 2.5% loan funded through water rates.

By receiving tax increment the Village is able to abate a portion of the TIF debt. This abatement increased from \$650,000 to \$750,000. **(By abating these total taxes, the Village Board saves residents a 7.2% additional levy.)**

SCHEDULE FOR CONSIDERATION: This matter will appear on the Agenda of the Regular meeting of Monday, November 21, 2011, for First Reading.

ORDINANCE NO. 1954

**“AN ORDINANCE TO ABATE A PORTION OF THE 2011 TAX LEVY FOR THE
VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS”
(TAX LEVY ABATEMENT ORDINANCE)**

WHEREAS, on the 12/12/11, being a Tax Levy Ordinance for the calendar year 2011 for the Village of Park Forest, Cook and Will Counties, Illinois, was passed and approved; and

WHEREAS, the corporate authorities of the Village of Park Forest find that they have received during the Fiscal Year 2011 sufficient funds and revenues in the amount of **\$864,791**; and

WHEREAS, this Ordinance is adopted pursuant to the authority vested in the Village of Park Forest under law and pursuant to the home rule powers conferred on the Village of Park Forest by the Constitution of the State of Illinois:

WHEREAS, among other things, the Ordinance provided for the levying of the following amounts for the purposes specified as follows:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Village Board of Trustees of the Village of Park Forest, Cook and Will Counties, that Ordinance Number 1953 be adopted as attached, for submission to Cook and Will Counties.

SECTION 1: That the County Clerk of Cook and Will Counties are hereby authorized and directed to abate the 2011 Tax Levy as follows:

<u>PURPOSE</u>	<u>AMOUNT LEVIED</u>	<u>AMOUNT ABATED</u>	<u>BALANCE UNABATED</u>
General Corporate	9,279,470	-	9,279,470
Ill. Munic. Retirement Fund	423,506	-	423,506
Police Pension	1,025,991	-	1,025,991
Firefighters Pension	692,914	-	692,914
FICA (Social Security)	412,007	-	412,007
1993 GO Bonds	64,365	25,920	38,445
1999 GO Bonds	167,200	167,200	-
2001 GO Bonds	461,025	212,041	248,984
2008A GO Bonds	688,769	370,759	318,010
2008B GO Bonds	129,550	88,871	40,679
Library Operations Fund	1,609,171	-	1,609,171
Library IMRF Fund	63,240	-	63,240

<u>PURPOSE</u>	<u>AMOUNT LEVIED</u>	<u>AMOUNT ABATED</u>	<u>BALANCE UNABATED</u>
Library FICA Fund	64,260	-	64,260
Library Audit Fund	5,249	-	5,249
Library Liability/Workers Comp	92,073	-	92,073
Library Bldg and Maint. Fund	70,000	-	70,000
TOTAL	15,248,790	864,791	14,383,999

SECTION 2: That the Village Clerk is hereby directed to file with the County Clerks of Cook and Will Counties, Illinois a certified copy of this Ordinance on or before the time required by law.

SECTION 3: This Ordinance shall be in force from and after its passage, approval, signing and recording as provided by law.

Adopted this 12th day of December, 2011.

APPROVED:

ATTEST:

Village Mayor

Village Clerk

Ayes _____

Nays _____

Absent _____