

AGENDA

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

Village Hall

7:00 p.m.

August 13, 2012

Roll Call

1. An Ordinance Authorizing the Acquisition of 265 Arrowhead Street
2. Purchase of a 2-1/2 Ton Dump Truck/Snow Fighter
3. A Resolution to Authorize Execution of the Subrecipient Agreement with Cook County for the Neighborhood Stabilization Program

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall

AGENDA BRIEFING

DATE: August 7, 2012

TO: Mayor Ostenburg
Board of Trustees

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

RE: Approval of an Ordinance Authorizing the Acquisition of 265 Arrowhead Street

BACKGROUND/DISCUSSION:

The house on the property at 265 Arrowhead Street was slated to be demolished as part of the CDBG-IKE grant. The Community Development Department posted notice in April that this property would be demolished, and subsequently, Bank of America (BAC) representatives contacted the Village to indicate that they would be willing to demolish the house and donate the property to the Village. BAC will also provide clear title to the property and pay taxes up to the day of closing. The Village will be responsible for paying closing costs to transfer title and for releasing any Village liens that may be on the property. The house is vacant and severely blighted. This agreement will allow the Village to expend the CDBG-IKE grant funds on demolition of an additional house.

The Village Attorney drafted the attached Ordinance and reviewed the attached Donation Agreement. BAC representatives are making final revisions to the Donation Agreement based on the Village Attorney's review. The final agreement will be provided to the Board at the time of Rules discussion and Final Reading.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Board's Rules meeting of August 13, 2012, for discussion.

REAL PROPERTY DONATION AGREEMENT

This Real Property Donation Agreement (“Agreement”) is made on July 12, 2012, between **Bank of America, N.A.**, for itself, (“Donor”), and **The Village of Park Forest, Cook County, State of Illinois, an Illinois Municipal Corporation** (“Donee”). It is agreed that upon the terms and conditions set forth in this Agreement the Donor shall donate and convey all of its rights and interests in, and the Donee shall accept and be the successor to all such rights and interests in, the real property identified and described herein. This Real Property Donation Agreement and any addenda, riders, counterparts, or amendments together constitute the complete Agreement.

Donor and Donee may each be referred to herein as a “Party” and collectively as the “Parties.”

Donor is the owner, or the agent of the owner with the authority to enter into this Agreement, of the real property described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Property”).

1. PROPERTY ADDRESS: The physical address of the Property, and any improvements thereon, is **265 Arrowhead Street, Park Forest, IL 60466.**

2. EFFECTIVE DATE:

The date of Donor’s execution of this Agreement shall be the “Effective Date” of the Agreement, notwithstanding any prior understanding or agreement with respect to the financial terms set forth herein. The Agreement shall be null and void if the Agreement signed by the Donee is not actually received by the Donor before the Donor accepts a competing offer, or gives verbal or written notice of revocation to the Donee, the Donee’s agent or attorney, or the listing agent. The Agreement must be approved by the Donor’s management, and it must be signed by all parties in order to be binding.

3. CONSIDERATION:

The Parties acknowledge and agree that there shall be no consideration or payment of money or goods of any kind made by Donee in exchange for the Donor’s transfer of the Property. This Agreement, and performance of any covenant or condition contained herein, is not contingent upon Donee obtaining financing from any source. To the extent that the Parties have entered any other agreement with respect to the donation of real property prior to this Agreement, each Party acknowledges full performance by the other Party of all covenants and conditions contained in such prior agreement.

4. RESTRICTIONS, EASEMENTS, LIMITATIONS:

Donee shall take title to the Property subject to all matters of record unless otherwise set forth in Exhibit “B” attached hereto and incorporated here by this reference.

5. TIME OF THE ESSENCE; CLOSING DATE:

(a) It is agreed that time is of the essence with respect to all dates specified in the Agreement and any addenda, riders, or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically, and without notice, if it is not concluded by the Closing Date, or any agreed extension thereof.

(b) The closing shall take place on or before **August 28, 2012** ("Closing Date"), unless the Closing Date is extended in writing signed by the Donor and the Donee, or extended by the Donor under the terms of the Agreement. If no extension is agreed upon and if the Closing does not occur (through no fault of Donor) by the Closing Date, the Agreement is automatically terminated.

6. DOCUMENTS FOR CLOSING:

Donor shall prepare or cause to be prepared a deed transferring the Property to Donee. Donor shall be responsible for recording the deed following the Closing. Donor shall provide all title insurance and closing services through a title insurance company of its choice licensed or authorized to provide such insurance in the state in which the Property is located. The deed to be delivered at closing shall be a deed in which the Grantor therein grants and conveys to the Grantee therein only that title to, or interest and rights in, the property granted therein that the Grantor may have at the time of the grant, and shall contain no warranty, guaranty or indemnification of any kind, express or implied. Such deed may be known as a Quitclaim, Grant Deed or the by the title of such deed used in the state, county or city in which the property is located. Any reference to the term "deed" or "quitclaim" herein shall be construed to refer to such form of deed.

7. CLOSING COSTS AND EXPENSES:

(a) Donor shall pay all title insurance premiums, specifically including an Owner's Policy in which the Insured shall be the Donee;

(b) The Parties agree that Donor shall only be responsible for payment of real estate taxes through the date of closing. At Closing, Donor shall pay any and all real estate taxes that are due and owing. In States where taxes are paid in arrears, Donor shall also credit Donee for general real estate taxes through the date of closing. In States where real estate taxes are paid prospectively, Donee shall credit Donor for any days after closing for which taxes are paid. In all States, credits shall be prorated based on 100% of the most recent ascertainable full year tax bill.

(c) All other costs, expenses, fees and other amounts due and paid at or through the Closing shall be paid:

- _____ **BY DONOR;**
- _____ **BY DONEE;**
- _____ **EQUALLY BE DONOR AND DONEE; or**

X **AS OTHERWISE AGREED TO BY THE PARTIES AND CONTAINED IN EXHIBIT B**

(d) An itemization of all fees, costs, expenses and other amounts paid at or through the Closing, including without limitation, a HUD – 1 Settlement Statement, shall be prepared in connection with the Closing and approved by Donor and Donee.

8. PROPERTY CONDITION:

(a) Donee acknowledges and agrees that Donor has not made and hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present, or future, of, as to, or concerning (i) the nature, square footage, condition, value, or quality of the geology, the presence of environmental hazards, or the suitability of the Property for any and all activities and uses which Donee may elect to conduct thereon, specifically including but not limited to, using the Property as a residence; (ii) the manner, construction, condition, quality, the state of repair or lack of repair of any of the Property; (iii) except for any warranties contained in the deed, the nature and extent of any right of way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise; (iv) the compliance of the Property, its operation, or use with any laws, rules, ordinances, or regulations of any government or other body; and, (v) the income to be derived from the Property.

(b) Donee hereby expressly acknowledges and agrees that Donee has thoroughly inspected and examined the Property to the extent deemed necessary by the Donee in order to enable Donee to evaluate the acceptance of the Property. Donee hereby further acknowledges and agrees that Donee is relying solely upon the inspection, examination, and evaluation of the Property, if any, by Donee and that Donee is accepting the Property on an “AS IS, WHERE IS” and “WITH ALL FAULTS” basis and not on any information provided or to be provided by Donor. Donee acknowledges that it has sufficient information regarding the Property; is relying on its own experts and not Donor or any information provided by Donor, if any; and is not looking to Donor for any additional information with respect to condition of the Property. Donee expressly acknowledges that, in consideration of the agreements of Donor herein, Donor makes no warranty of representation expressed or implied, or arising by operation of law, including, but in no way limited to any warranty of condition, habitability, merchantability, or fitness for a particular purpose except otherwise specified herein. It is further agreed that Donor has not warranted, and does not hereby warrant the Property and any improvements located thereon now or in the future will meet or comply with the requirements of any safety code or regulation of the state, city, or county in which the Property is located, or any other authority or jurisdiction.

9. CODE VIOLATIONS:

(a) Donor and Donee acknowledge and agree that that there may be outstanding and unpaid liens, fines, fees or penalties attached to or assessed against the Property or the owner of the Property (including Donor), (“Assessments”) at the time this Agreement is executed. If such Assessments do exist, Donor and Donee agree to resolve the payment of and liability for such Assessments, as between the parties, in this Agreement.

(b) Therefore, Donor and Donee shall each place its mark next to the statement that accurately represents their agreed upon resolution of such Assessments. **If either party fails to make its mark, or if the parties make their marks next to different statements, then there is no agreement between the parties and each is released by the other of all liability for failure to perform any obligation contained in the Agreement.** The Parties agree as follows:

No later than at the Closing, any and all liens, fines, fees or penalties attached to or assessed against the Property, or owed by an owner of the Property as a result of one or more violations of county, city, township or village ordinances, codes, regulations or administrative orders shall:

_____ (i) be paid in full by Donor and fully released by the Donee, entity, corporation, partnership, limited liability company, department, agency, or person to which such assessments were owed and/or which holds the legal authority to release Donor of liability for such assessments;

TKM _____ **BLG** _____ (ii) be forgiven and Donor fully released by the Donee, entity, corporation, partnership, limited liability company, department, agency, or person to which such assessments were owed and/or which holds the legal authority to release Donor of liability for such assessments;

_____ (iii) shall remain unsatisfied by Donor and Donee, taking and owning the Property subject thereto, shall accept and assume sole liability for payment, abatement or extinguishment of such assessments; or

_____ (iv) NOT APPLICABLE

10. EXPOSURE TO LEAD OR LEAD-BASED PAINT:

If the Property was built prior to 1978, the Property may contain lead-based paint or other sources of lead. Exposure to lead-based paint or other sources may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavior problems and impaired memory. Lead poisoning also poses a particular risk to pregnant woman. Donee agrees that it is accepting the Property "as-is" without any representations or warranties whatsoever as to the condition of the Property. Donee further agrees that the Donor has no responsibility or liability for, and Donee hereby unconditionally releases Donor from, any and all liability, known and unknown, present or future, that is based upon or related to, the existence of lead or lead-based paint on or about the Property. Donee acknowledges that it has been informed by Donor of possible health hazards posed by exposure to lead from lead-based paint or other sources on or about the Property. Donee further acknowledges that Donee has waived the opportunity to conduct a risk assessment for the presence of lead-based paint hazards on the Property.

11. DEFECTS IN TITLE:

If Donee raises an objection to Donor's title to the Property, which, if valid, would make title to the Property uninsurable, Donor shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to Donee. Donor is not obligated to (i) remove any exception; (ii) bring any action or proceeding or bear any expense in order to convey title to the Property; or (iii) make the title marketable or insurable. Any attempt by Donor to remove such title exceptions shall not impose an obligation upon Donor to remove those exceptions.

12. REPRESENTATIONS AND WARRANTIES:

In addition to Donee's representations and warranties made elsewhere herein, Donee represents and warrants to Donor the following:

(a) Donee is accepting the Property solely in reliance on its own information and/or findings and not on any information, representation or warranty provided or to be provided by Donor, its servicers, representatives, brokers, employees, agents, or assigns, including, but not limited to, any information provided on any brochures or web sites of Donor or Donor's agents or brokers, or any information on the Multiple Listing Service;

(b) Neither Donor, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or express, relating to the condition of the Property or the contents thereof;

(c) Donee has not relied on any representation or warranty from Donor, or Donor's agents or brokers regarding the nature, quality, or workmanship of any repairs made by Donor;

(d) Donee will not occupy, or cause or permit others to occupy, the Property prior to Closing; and

(e) Donee is not an officer, an employee, a director, or a Business Partner (as defined below) of Bank of America, N.A., or its parent company, subsidiaries, or affiliated companies. Donee understands and acknowledges that Donor prohibits such persons from purchasing the Property, directly, indirectly, or through a family member or an interest in a partnership, corporation, joint venture, trust, or other entity. "Business Partner" shall mean any agent, broker, appraiser, attorney, trustee, property inspection or, title company, representative, or vendor of Bank of America, N.A., or its parent company, subsidiaries, or affiliated companies.

13. CONDITIONS TO DONOR'S PERFORMANCE:

Donor shall have the right, at Donor's sole discretion, to extend the Closing Date or to terminate the Agreement if:

(a) full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the Closing Date or the mortgage insurance company exercises its right to acquire title to the Property;

(b) a third party having an interest in the Property (or the loan that was secured by the Property) has requested that the servicing entity, or any other party, release the servicing of or repurchase such loan or the Property;

(c) full payment of any property, fire or hazard insurance claim is not confirmed prior to the Closing Date;

(d) any third party, whether tenant, homeowner's association, or otherwise, exercises rights under a right of first refusal to purchase the Property;

(e) Donee is the former mortgagor of the Property whose interest was foreclosed, or is related to or affiliated in any way with the former mortgagor, and Donee has not disclosed this fact to Donor prior to Donor's acceptance or execution of this Agreement. Such failure to disclose shall constitute a material breach under the Agreement, entitling Donor to exercise any of its rights and remedies, including, without limitation, immediately terminating this Agreement; or

(f) Donor, at Donor's sole discretion, determines that the donation and transfer of the Property to Donee, or any related transactions, are in any way associated with illegal activity of any kind.

14. DONOR'S REMEDIES FOR DONEE'S DEFAULT:

In the event of Donee's material breach or material misrepresentation of any fact under the terms of the Agreement, Donor is automatically released from the obligation to donate and convey the Property to Donee, and Donor and any indemnified parties shall not be liable to Donor for any Claims arising out of or relating in any way to Donor's failure to donate and convey the Property to Donee.

15. INDEMNIFICATION:

Donee agrees to indemnify and hold harmless Donor and its agents from and against any and all losses, claims, demands, liabilities, costs, damages and expenses (including attorney's fees and costs) that Donor may incur arising from Donee's actions or failure to act on, respond to or comply with any local, state or federal law, rule or ordinance affecting the Property including, but not limited to, building code requirements, nuisance claims or abatements thereof, condemnation proceedings, lien enforcement actions, and the like. Further, except for money claims for nuisance or utility charges arising prior to the date of title transfer, Donee acknowledges that the Property may be subject to proceedings in law or equity to abate, correct, or otherwise comply with local, state or federal requirements regarding the Property and that this indemnity shall also apply in such instances.

16. RISK OF LOSS:

In the event of fire, destruction, or other casualty loss to the Property after Donor's acceptance and execution of the Agreement, and prior to closing and funding, Donor may, at its sole discretion, repair or restore the Property, or either Party may terminate the Agreement. If Donor elects to repair or restore the Property, then Donor may, at its sole discretion, limit the amount to be expended. If Donor elects to repair or restore the Property, Donee shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition, or (b) terminate the Agreement.

17. SPECIAL CLAUSES:

RESERVED

18. OTHER AGREEMENTS:

No other agreements or representations, unless specifically set forth in the Agreement, shall be binding upon any of the Parties. This Agreement sets forth the full and complete understanding of the Parties hereto. No amendment, modification or supplement to this Agreement shall be binding unless in writing and duly executed and delivered by each of the Parties hereto to the other Party or Parties. Nothing herein shall be construed as constituting a partnership or joint venture between Donor and Donee. Neither Donor nor Donee has employed a broker and cross indemnification for broker fees and commissions.

19. EMINENT DOMAIN:

In the event that the Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and neither Party shall have any further rights or liabilities hereunder.

20. KEYS:

Donee is aware that the Property may be on a master key system. Donee is encouraged to re-key the Property after Closing. Donee agrees to hold Donor harmless for any claims relating in any way to any theft or damage of personal property that occurs after the Closing Date.

21. SURVIVAL:

Donor's delivery of the deed to the Property to Donee shall be deemed to be full performance and discharge of all of Donor's obligations under the Agreement. Notwithstanding anything to the contrary in the Agreement, any provisions that contemplate performance or observance subsequent to any termination or expiration of the Agreement, shall survive the closing, funding and the delivery of the deed and/or termination of the Agreement by any Party and such provisions shall continue in full force and effect.

22. SEVERABILITY:

If any provision of the Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired thereby, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

23. TERMINATION OF AGREEMENT:

If either Party terminates the Agreement when permitted to do so, the Parties shall have no further obligation to each other, except as to any provision that survives the termination of the Agreement.

24. ASSIGNMENT OF AGREEMENT:

Neither Donor nor Donee shall assign the Agreement.

25. MODIFICATION AND WAIVER:

No provision, term or clause of the Agreement shall be revised, modified, amended or waived, except by an instrument in writing signed by Donor and Donee. The waiver by any Party of a breach of the Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No course of dealing between the Parties shall operate as a waiver of any provision of the Agreement.

26. RIGHTS OF OTHERS:

The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Donor's successors and/or assigns, that is not a Party to the Agreement, nor does it create or establish any third party beneficiary to the Agreement.

27. COUNTERPARTS AND FACSIMILE:

The Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. A signed facsimile or photocopy of the Agreement shall be treated as an original, and shall be deemed to be as binding, valid, genuine, and authentic as an originally signed agreement for all purposes, including all matters of evidence and the "best evidence" rule.

28. HEADINGS:

The titles to the sections and headings of various paragraphs of the Agreement are placed for convenience of reference only, and in case of conflict the text of the Agreement, rather than such titles or headings, shall control.

29. GENDER:

Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

30. FORCE MAJEURE:

Except pursuant to the Risk of Loss provisions above, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans, or other means.

31. ATTORNEY REVIEW:

Donee acknowledges that it has had the opportunity to consult with its legal counsel regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

32. NOTICES:

Any notices required to be given under the Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery or by fax with confirmation of transmission to the numbers below, or five (5) calendar days after mailing by first class mail, postage paid. All notices to Donor will be deemed sent or delivered to Donor when sent or delivered to Donor at the address or fax number shown below. All notices to Donee shall be deemed sent or delivered and effective when sent or delivered to Donee at the address or fax number shown below.

33. APPLICABLE LAW:

This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State in which the Property is located.

34. DISPUTE RESOLUTION:

At the request of either Party, any dispute arising under this Agreement shall be submitted to mediation before resorting to arbitration or court action. Mediation fees shall be divided equally and each Party shall bear his or its own attorney's fees and costs. Neither Party may require binding arbitration prior to commencement of court action, although the parties may mutually agree to such arbitration.

35. ATTORNEYS' FEES, COURT COSTS, AND LEGAL EXPENSES:

In any action, proceeding, or arbitration arising out of, brought under, or relating to the terms or enforceability of the Agreement each Party shall bear its own attorneys' fees, costs, and expenses incurred in such action, proceeding, or arbitration.

36. COMPLIANCE

Donee assumes all duties and obligations for compliance with any and all applicable requirements or conditions precedent to conveyance of the Property, including (without limitation) any requirements imposed by governmental agencies or authorities as

conditions precedent to conveyance of real property generally, or conditions precedent to conveyance of foreclosed or distressed real estate, or otherwise.

37. LANGUAGE IN BOLD OR CAPITALIZED:

FOR EMPHASIS AND DONEE’S BENEFIT SOME PROVISIONS HAVE BEEN BOLDED AND/OR CAPITALIZED (LIKE THIS SECTION), BUT EACH AND EVERY PROVISION IN THIS AGREEMENT IS SIGNIFICANT AND SHOULD BE REVIEWED AND UNDERSTOOD. NO PROVISION SHOULD BE IGNORED OR DISREGARDED BECAUSE IT IS NOT IN BOLD OR EMPHASIZED IN SOME MANNER, AND THE FAILURE TO BOLD, CAPITALIZE, OR EMPHASIZE IN SOME MANNER ANY TERMS OR PROVISIONS IN THIS AGREEMENT SHALL NOT AFFECT THE ENFORCEABILITY OF ANY TERMS OR PROVISIONS.

IN WITNESS WHEREOF, Donor and Donee have entered into the Agreement effective as of the date it is executed by Donor as set forth below.

DONEE(S):

Signature:

Date:

Print Name: Thomas K. Mick, the Village Manager

Address:

Telephone:

Email:

DONOR:

Bank of America, N.A.:

Bank of America, N.A.,

as Agent in Fact For:

By: Bootsie Gilbert

Title: AVP

Date:

Bank of America, N.A. CLOSING CONTACT:

Escrow/Closing Officer Name: Doreen Korven

Escrow/Closing Officer Phone No.: 805-520-5093

Exhibit "A":
Legal Description of Property

Lot 24 in Block 7 of the Village of Park Forest Area No. 1, being a subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 35 North, Range 14, East of the Third Principal Meridian, lying South of the South right-of-way line of the Elgin, Joliet and Eastern Railroad, in Cook County, Illinois.

Note: For informational purposes only, the land is known as:

265 Arrowhead Street
Park Forest, IL 60466

Exhibit "B":
Itemization of Closing Costs and Expenses

Donor shall provide Donee with a Preliminary Title Report for subject property. Donor will reasonably cooperate with Title to remove exceptions that would make title uninsurable. In the event Donor is not able to make Title insurable or correct any problem or obtain Title insurance from a reputable title company, Donee may waive the right to title insurance or terminate agreement. Donor shall make every attempt to, but is not obligated to remove exceptions, make the title marketable or insurable. Donor shall provide Donee with a standard Owners Policy of Title insurance customary to that of which is issued within that State property is located in.

Donor has agreed to pay LISTING BROKER a Listing Commission in the amount of \$1,500.00 less \$125 for Equator transaction fee and \$500.00 Outsourcing fee. Donee herein acknowledges that there is no Selling Agent representation.

Closing costs not otherwise provided for herein shall be split between the Donor and Donee according to the local custom, and in accordance with a closing statement approved by the Donor and Donee at or before closing.

Donor agrees to demolish property prior to the close of escrow, under proper demolition permits paid for and obtained by the Donor and issued by the Village and any other applicable governmental entities

ORDINANCE _____

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF
THE PROPERTY COMMONLY KNOWN AS 265 ARROWHEAD STREET,
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, BAC Home Loans Servicing, LP or its successor in interest (hereinafter “BAC”) is the owner of record of the property commonly known as 265 Arrowhead Street, Park Forest, Illinois, P.I.N. 32-30-207-024-0000 (hereinafter “Property”) and legally described as follows:

LOT 24 IN BLOCK 7 OF THE VILLAGE OF PARK FOREST AREA NO. 1,
BEING A SUBDIVISION OF THE NORTHWEST ¼ OF 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 THE ELGIN, JOLIET AND EASTERN RAILROAD, IN COOK
COUNTY, ILLINOIS.

WHEREAS, pursuant to the authority of Section 11-31-1(e) of the Illinois Municipal Code, 65 ILCS 5/11-31-1(e), the Village initiated proceedings to demolish the structure on the Property and the Village now has the authority to demolish the structures; and

WHEREAS, BAC has indicated that it is willing to convey title to the Property to the Village via quitclaim deed in accordance with the terms of the Real Property Donation Agreement, attached hereto and incorporated herein as Exhibit 1, and the Village desires to accept a quitclaim deed from BAC 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 BAC 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 the Real Property Donation Agreement, in substantially the form as attached hereto as Exhibit 1, subject to attorney review, and to execute any and all additional documents as may be necessary or advisable to effectuate acquisition of the Property via quitclaim deed from BAC.

Section 4. 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 5. 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 _____, 2012.

APPROVED:

MAYOR

ATTEST:

VILLAGE CLERK

EXHIBIT 1

REAL PROPERTY DONATION AGREEMENT

AGENDA BRIEFING

DATE: August 9, 2012

TO: Mayor John Ostenburg
Board of Trustees

FROM: Kenneth Eyer, Director of Public Works

RE: Request to enter into contract to purchase one 2-1/2 ton dump truck/snow-fighter

BACKGROUND/DISCUSSION:

The Village of Park Forest fiscal year 2012/2013 budget includes \$120,000.00 for the replacement of truck number 628. The department of Public Works will send to auction the truck in worst condition, which is truck number 623, a 1993 GMC 2-1/2 ton dump truck/snow-fighter that has reached the end of its useful life.

This truck can be purchased utilizing State of Illinois Department of Central Management Services joint purchasing program to acquire trucks from Bid 225684, Contract/PSD # 4016932.

This contract is with International Truck & Engine Corporation, C/O Prairie International Trucks, Incorporated, 401 South Dirksen Parkway, Springfield, Illinois 62703. This contract provides a 2013 International model 7400 4x2 chassis and body installed by Monroe Truck Equipment. The cost of this unit with plow and spreader is \$114,753.00. The unit meets the requirements of the Village. Delivery can be expected within 6 months. The Village has five similar units that were delivered in calendar years 2003, 2005, 2007, 2009, 2010 by Prairie/Archway International.

The Public Works Department requests the Village Board of Trustees authorize the Village Manager issue order to Prairie/Archway International Truck in the amount of \$114,753.00 for the purchase of this truck.

SCHEDULE FOR CONSIDERATION:

This item will appear on the Agenda of the August 13, 2012 Rules Meeting for Board consideration.



**PRAIRIE
INTERNATIONAL
TRUCKS**

**New Truck Proposal
Single Axle Dump Truck Specifications
State of Illinois Solicitation # 225684 ~ Contract # PSD4016932**

Ken Eyer
 CONTACT NAME
 Village of Park Forest
 BUYER INFORMATION
 350 Victory Drive
 ADDRESS
 Park Forest, IL 60466
 CITY/ STATE/ ZIP
 708-503-7702 phone 708-503-6599 fax
 PHONE/ FAX/ EMAIL
 Cook
 TAX EXEMPT #/ COUNTY

DATE: 7/13/12

Contact: Kevin Burdell
 Municipal Fleet Sales
 401 S. Dirksen Pkwy ~ Springfield, IL. 62703
 Ofc: 217-523-5631 ~ Fax: 217-523-0797
 Email: kburdell@prairiearchway.com

Please Circle Cab Color:
 Red-2303 / IDOT Orange / Omaha Orange
 School Bus Yellow / Blue / Blue Met-6E12
 Green-6047 / White / Black

2013 INTERNATIONAL 7400 SFA 4X2 / 160" WHEELBASE/ 85" CAB TO AXLE
 120,000 PSI/ 2,654,000 RBM single frame rail w/ 20" front frame extension
 MAXXFORCE DT466 270HP/ 860# TORQUE w/ GRID HEATER
 3000RDS Allison Six (6) speed trans. w/ T-Handle & External Trans. Cooler
 Extended Life Oil Pan/ Transmission TCM mounted inside cab
 Transmission temp. gauge/ Hour meter/ Plow light Switch
 Warning Lights & Alarm for Low Coolant, Low Oil PSI, Engine Temp.
 "Winter/Summer" Air Cleaner w/ In-Dash Filter Minder
 Horton Two-Speed Fan Drive/ Front Engine PTO/ Block Heater
 14,000# Front axle & suspension w/ 2000# aux. overloads & HD shocks
 19,000# Rear axle w/ 23,500# susp. & 4500# rubber aux/ SPL type drivelines
 Air Brakes w/ 13.2 compressor/ Bendix air dryer/ DV2 Heated drain valve
 Automatic slack adjusters/ Oil bath wheel seals/ Stationary front grille
 Trailer brake package w/ 7-way ABS trailer plug/ Bodybuilder wires @ BOC
 Tilt & Telescoping steering column/ Leece-Neville alternator/ Delco starter
 100 gallon aluminum fuel tank (driver side) w/ fuel water seperator
 Three (3) Batteries @ 1950 CCA w/ battery box mounted right side BOC
 Horizontal muffler mounted under cab w/ vert. exhaust pipe & 36" turn out
 Air horn/ Jump start stud/ L.E.D. cab marker lights/ Air ride cab
 AM/FM/Weatherband radio/ Air conditioning/ Cigar lighter
 Black heated mirrors w/ Black fender mounted convex mirrors
 Air ride driver seat w/ arm rest/ Fixed passenger seat/ Daytime lights
 12R22.5 Continental HSC-1 (16PLY) STEER TIRES w/ Grey Powder coat wheels
 11R22.5 Continental HDR-1 (14PLY) DRIVE TIRES w/ Grey Powder Coat Wheels

Sales price \$64,226.00
 Options \$2,948.00
 Body price 47,474.00
 Freight
 Sub-total 114,648.00
 Trade
 License/ Title \$105.00
 Total 114,753.00

177" WB / 102" CA \$ -
 Omit Front PTO Adaptor Plate \$ (171)
 Trans Dipstick - move to right side \$ 23
 16K Front Axle/springs \$ 1,029
 315/80R22.5 steer tires on 9" rims \$ 348
 23K Rear Axle w/ locking diff \$ 1,028
 Heated Windshield \$ 458
 6 pack switches \$ 386
 70 gallon fuel tank \$ (153)

PLEASE CIRCLE DESIRED GEAR RATIO:

6.14 (73 mph) / 6.43 (69 mph) / 6.83 (65 mph) / 7.17 (62 mph)

Please include copy of tax exempt form w/ your order.
 All prices are F.O.B. 401 S. Dirksen Pkwy. Springfield, Illinois
 Payment in full is due at time of delivery.

KBurdell

Kevin Burdell- Municipal Fleet Sales Representative

Signature of Buyer

Purchase Order Number (if applicable)



MONROE TRUCK EQUIPMENT-JOLIET
812 DRAPER AVENUE
JOLIET IL 60432
815-727-3134 FAX 815-727-5429



CUSTOMER : 231375
Ship to: PARK FOREST, VILLAGE OF
350 VICTORY DR

PARK FOREST IL 60466

QUOTE # 69591
DATE: 07/25/12
CUST PO #
TERMS: NET 30
SALES REP: 32
QUOTED BY: JCL

WE ARE PLEASED TO QUOTE FOR ACCEPTANCE WITHIN 30 DAYS FROM THE DATE OF QUOTE
PRICES & TERMS IN ACCORDANCE WITH SPECIFICATIONS DESCRIBED IN QUOTE. STATE AND
FEDERAL TAXES WILL BE ADDED WHERE APPLICABLE.

DUMP:

- 10' 5-6 YARD CRYSTEEL GLADIATOR DUMP BODY
 - SIDES: 26", BUILT OF 7GA
 - FRONT: 36", BUILT OF 7GA
 - REAR : 36", BUILT OF 7GA
 - FLOOR: 1/4" AR400 STEEL FLOOR WITH 8" RADIUS
 - WESTERN UNDERSTRUCTURE
 - 3/8" X 1 1/2" FLAT WALK RAIL BOTH SIDES
 - POLY ACCESS LADDER AND GRAB HANDLE RIGHT SIDE OF BODY
 - REFLECTIVE TAPE ACROSS THE BACK OF THE CAB AND SIDES OF BODY
 - SEALED WIRE HARNESS
 - RUBBER REAR FLAPS
 - CAB SHIELD WITH (8) 6" OVAL LIGHT CUTOUTS IN FRONT & SIDE
FOR STROBES
 - SLIDING PATCHGATE, MTE; (GLADIATOR)
 - PAINTED ONE COLOR
- CRYSTEEL RC750 SUBFRAME HOIST
- 17.2 TON CAPACITY
 - 2000 P.S.I.
 - FULLY GREASABLE HINGE AND ROLLERS
 - DOUBLE ACTING

SPREADER:

- MONROE REVERSE FLIGHT UNDER-TAILGATE SPREADER
- MS966RF REV FLIGHT SPREADER
- BUILT OF STAINLESS STEEL
- 96" WIDE
- DIRECT DRIVE
- LEFT DISCHARGE
- 7 GA. TROUGH
- 1/4" END PLATES
- FULL OPENING TOP AND BOTTOM CLEAN-OUT DOORS
- 6" AUGER DIAMETER
- QUICK DETACH MOUNTING BRACKETS
- TAILGATE SHIELDS
- SPINNER; LH STAINLESS STEEL, SELF LEVELING ASSEMBLY, W/O RODS

*** CONTINUED NEXT PAGE ***



MONROE TRUCK EQUIPMENT-JOLIET
812 DRAPER AVENUE
JOLIET IL 60432
815-727-3134 FAX 815-727-5429



CUSTOMER : 231375
Ship to: PARK FOREST, VILLAGE OF
350 VICTORY DR

PARK FOREST IL 60466

QUOTE # 69591
DATE: 07/25/12
CUST PO #
TERMS: NET 30
SALES REP: 32
QUOTED BY: JCL

REAR HITCH:

- 1" PINTLE PLATE
- PINTLE HOOK W/MOUNTING, 50 TON

PRE-WET:

- MONROE ELECTRIC TRUCK MOUNTED LIQUID DISPENSING SYSTEM
- LDS-333 SYSTEM; PLUMBING KIT; NOZZLE KIT; CONTROL/HARNESS KIT
- ELECTRIC 12VDC SEALED 3 GPM PUMP/MOTOR WITH INTEGRAL PUMP SHUT OFF WITHIN SEALED NEMA FIBERGLASS ENCLOSURE
- 120 GALLON POLY TANK
- BEHIND THE CAB FRAME MOUNTED TANK
- STAINLESS STEEL MOUNTING HARDWARE
- BULK FILL KIT
- FLUSH KIT
- DISCONNECT KIT; SPINNER QUICK DISCONNECT
- 2 SPRAY NOZZLES WITH DISCONNECT KIT FOR SPINNER
- AUTO LIQUID SHUT OFF PRESSURE SWITCH; ELECTRIC
- PRE-WET TANK LOW LEVEL SENSOR

LIGHTS & ELECTRICAL:

- STATE OF ILLINOIS LIGHT PACKAGE
- (4) FOUR WHELEN L.E.D. STOP/TAIL/TURN LIGHTS MOUNTED IN REAR POST & PINTLE PLATE
- (2) TWO WHELEN L.E.D. BACK UP LIGHT MOUNTED IN REAR CORNER POST
- (6) SIX WHELEN 2 AMBER AND 1 CLEAR STROBE INSTALLED IN EACH OUTSIDE CORNER POST IN STAINLESS STEEL BOXES
- (8) EIGHT AMBER L.E.D. STROBES MOUNTED IN FRONT & SIDE OF CAB SHIELD
- (2) TWO L.E.D. STOP/TAIL/TURN LIGHTS MOUNTED IN REAR OF CAB SHIELD
- 2-YEAR WARRANTY
- SELF ADJUSTABLE 87-107 DB BACKUP ALARM
- HELLA PLOW LIGHTS W/SIGNALS, HOOD MOUNTED
- 7-WAY CONNECTOR, ROUND SOCKET, ROUND PIN

*** CONTINUED NEXT PAGE ***



MONROE TRUCK EQUIPMENT-JOLIET
 812 DRAPER AVENUE
 JOLIET IL 60432
 815-727-3134 FAX 815-727-5429



CUSTOMER : 231375
 Ship to: PARK FOREST, VILLAGE OF
 350 VICTORY DR

 PARK FOREST IL 60466

QUOTE # 69591
 DATE: 07/25/12
 CUST PO #
 TERMS: NET 30
 SALES REP: 32
 QUOTED BY: JCL

HYDRAULICS:

- PARKER V20 VALVE, MANUAL PLOW/HOIST, ELECTRIC SPREADER MANIFOLD
- PTO, CONSTANT MESH, ROTATABLE FLANGE
- FORCE AMERICA TXV92-RH PUMP W/FITTING KIT
- 5.6 CUBIC INCH 92CC LOAD SENSE
- 24 GPM FLOW @ 1000 RPM
- 5,000 PSI OPERATING PRESSURE
- DIN 5462 - 4 BOLT FLANGE MOUNT ISO 14 MOUN
- 8 SPLINE
- REAR PORT
- MANIFOLD, PINTLE PLATE MOUNTED
- HYDRAULIC HOSES & FITTINGS
- LEVER, SINGLE AXIS, CENTER-LOCK, W/CABLE & BONNET
- WESCON DUAL AXIS ELECTRIC SPREADER CONTROL W/CABLE & BONNET
 W/BLAST PASS BUTTON FEATURE
- CONTROL STAND, 3-BANK
- FORCE SSC2500 GROUND BASED SPREADER CONTROL
- MAINTAINS CONSTANT APPLICATION BASED ON VEHICLE SPEED
- EASILY CHOOSE BETWEEN MANUAL AND GROUND-BASED SPREADING APPLICATIONS
- CREATES REPEATABLE PRECISE CONTROL OF SPREADER AND SPINNER SETTINGS
- INTEGRATED SPINNER/BLAST DIALS THAT PROVIDE SIMULTANEOUS SPINNER ADJUSTMENT
 WHILE BLAST IS ACTIVATED
- A MOMENTARY OR TIMED PREFERENCE CAN BE TAILORED FROM 0-15 SECONDS FOR THE
 INDIVIDUAL OPERATOR
- CURRENT COMPENSATED VALVE DRIVE OUTPUTS
- SELECTABLE VALVE DRIVE FREQUENCY
- OPERATE SPREADER STANDBY AND BLAST FUNCTIONS THROUGH FRONT PANEL OR
 OPTIONAL REMOTE SWITCHES
- LIQUID DRIVE OUTPUT
- SEPARATE LIQUID POWER SWITCH WITH INDICATOR
- OPTIONAL LIQUID BLAST
- LIQUID WARNING INDICATORS
- MANUAL RESET CIRCUIT BREAKERS
- REVERSE POLARITY AND OVER-VOLTAGE PROTECTION
- COLOR-CODED WIRING
- MOUNTED WITHIN EASY REACH OF OPERATOR
- ELECTRIC PRE-WET HARNESS FOR 2500 CONTROL
- COMBO TANK/ENCLOSURE, 35 GAL. FRAME MOUNT, W/FILTR., STAINLESS STEEL

*** CONTINUED NEXT PAGE ***



MONROE TRUCK EQUIPMENT-JOLIET
812 DRAPER AVENUE
JOLIET IL 60432
815-727-3134 FAX 815-727-5429



CUSTOMER : 231375
Ship to: PARK FOREST, VILLAGE OF
350 VICTORY DR

PARK FOREST IL 60466

QUOTE # 69591
DATE: 07/25/12
CUST PO #
TERMS: NET 30
SALES REP: 32
QUOTED BY: JCL

PLOW:

- MONROE MPPJ45R10-ISTT-PLG
- 10" LONG MOLDBOARD
- 45" HIGH MOLDBOARD
- TORSION TRIP EDGE "J" STYLE REVERSIBLE PLOW
- PARALLELOGRAM PUSH FRAME & FLAT PLATE HITCH
- MOLDBOARD SHEET 3/8" THICKNESS UHMW POLYMER WITH BUILT IN INTEGRAL SHIELD
- POLYMER SHEET BOLTED AT THE TOP OF THE MOLDBOARD TO A 2" X 3" X 3/8" TOP MOLDBOARD ANGLE
- TWO 4" X 14.81" POWER REVERSE CYLINDERS WITH CUSHION VALVE
- TEN 1/2" SOLID ONE-PIECE FLAME CUT VERTICAL RIBS
- 4" X 4" X 3/4" BOTTOM MOLDBOARD ANGLE
- SIX 3/4" ADJUSTABLE TORSION SPRINGS
- MOLDBOARD AND FRAME 100% CONTINUOUSLY WELDED
- MOLDBOARD FRAMEWORK PUSHFRAME POWDER COATED BLACK
- ORANGE UHMW POLYURETHANE SHEET
- PARALLELOGRAM-STYLE PUSHFRAME WITH INTEGRAL 3" X 10" DOUBLE ACTING LIFT CYLINDER
- 10' CARBIDE CUTTING EDGE W/COVER BLADE; 3/4" X 6"
- 10' RUBBER SNOW DEFLECTOR, 12"
- 36" FLUORESCENT ORANGE FLEXIBLE PLASTIC MARKERS
- PAIR OF 3" X 8" STEEL WHEELS WITH SCREW ADJUSTABLE JACK
- MULTI-X QUATTRO, 4 PORT COUPLER

*** CONTINUED NEXT PAGE ***



MONROE TRUCK EQUIPMENT-JOLIET
 812 DRAPER AVENUE
 JOLIET IL 60432
 815-727-3134 FAX 815-727-5429



CUSTOMER : 231375
 Ship to: PARK FOREST, VILLAGE OF
 350 VICTORY DR
 PARK FOREST IL 60466

QUOTE # 69591
 DATE: 07/25/12
 CUST PO #
 TERMS: NET 30
 SALES REP: 32
 QUOTED BY: JCL

**PICKUP OF CHASSIS FROM PRAIRIE INTERNATIONAL SPRINGFIELD IL. DELIVER TO MONROE TRUCK EQUIPMENT JOLIET IL. LOCATION AND DELIVERED TO VILLAGE OF PARK FOREST WHEN BUILD IS COMPLETED

**DUMP BODY & HOIST TO BE COVERED FOR A PERIOD OF 5 YEARS
 **THIS WARRANTY WILL COVER THE DUMP BODY & HOIST FOR DEFECTIVE MATERIAL AND/OR WORKMANSHIP AT A RATE OF 100% FOR THE FIRST (3) YEARS AND AT A RATE OF 50% FOR YEAR 4 & 5

**FREE PICKUP & DELIVERY FOR THE FIRST YEAR ON ANY WARRANTY ISSUES

TOTAL QUOTE ----- 47,474.00

Quote Accepted By: X _____
 Date: _____ P.O.: _____

Submitted By: JERRY LACORTE for MONROE TRUCK EQUIPMENT
 Phone Number: 708-906-8110

AGENDA BRIEFING

DATE: August 9, 2012

TO: Mayor Ostenburg
Board of Trustees

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

RE: Resolution to Authorize Execution of the Subrecipient Agreement with Cook County for the Neighborhood Stabilization Program

BACKGROUND/DISCUSSION:

The Village's request for \$1,550,000 in Cook County Neighborhood Stabilization Program (NSP) funds for the demolition of vacant, blighted commercial and residential structures has been approved. The structures to be demolished include 3200 Lincoln Highway, Norwood Square Shopping Center, 320 Wildwood Street (former Wildwood School), 350 Main Street, and approximately 13 single family residential structures. The Village owns all the commercial structures, with the exception of Norwood Square. However, the deed to Norwood Square is expected to be transferred to the Village in mid-September as the result of the Village's petition to have the property declared abandoned.

The available NSP funds are part of the first phase of Cook County's NSP program. These are funds that were initially allocated to other public or non-profit entities, which were unable to utilize them. The funds are due to expire on February 28, 2013, so the Village and Cook County must act expeditiously to use these funds before that date. In subsequent meetings, Staff will request Board approval of additional agreements that must be executed in order to make these demolition projects possible. These additional agreements include an engineering services agreement to prepare the demolition specifications, and the contract with a demolition contractor.

The agreement has been reviewed by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Rules and Meeting of August 13, 2012.

RESOLUTION NO.

**A RESOLUTION OF THE VILLAGE OF PARK FOREST
AUTHORIZING THE EXECUTION OF THE SUBRECIPIENT AGREEMENT
NEIGHBORHOOD STABILIZATION PROGRAM**

WHEREAS, the Village of Park Forest (the “Village”) is deeply concerned about the housing foreclosure crisis and the consequences for communities of the corresponding rise in vacant and abandoned properties; and

WHEREAS, the Village has adopted a comprehensive plan, which includes the DownTown Master Plan, the Strategic Plan for Land Use and Economic Development and the 211th Street Transit Oriented Development Plan; and

WHEREAS, in July 2008, the United States Congress authorized the Neighborhood Stabilization Program (NSP) to provide funding to address vacant, foreclosed, and blighted properties; and

WHEREAS, vacant and blighted commercial properties have a negative impact on neighborhoods stabilization; and

WHEREAS, Cook County has agreed to make NSP funding available to the Village of Park Forest to fund the demolition of vacant, blighted commercial and residential structures.

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 Village Manager is directed and authorized to execute the Agreement and such additional documents necessary for carrying out the Agreement and the Village Clerk is directed and authorized to attest the signature of the Village Manager.

Section 2: The Village Manager is also authorized to carry out the transactions contemplated by the Agreement.

Section 5: 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 August, 2012.

APPROVED:

ATTEST:

Mayor

Village Clerk

SUBRECIPIENT AGREEMENT
NEIGHBORHOOD STABILIZATION PROGRAM

This AGREEMENT is entered into as of the day of _____, 2012, by and between the COUNTY OF COOK, Illinois, a body corporate and politic of the State of Illinois with offices at 69 W. Washington Street, Suite 2900, Chicago, Illinois hereinafter "COUNTY or "CCBED" and, the Village of Park Forest, Cook and Will Counties, having a principal place of business or offices at 350 Victory Drive, Park Forest, Illinois, 60443 ("**SUBRECIPIENT**").

RECITALS

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the COUNTY necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "**Housing and Economic Development Act of 1974**," and other subsequent housing acts, and may disburse those funds and other county funds for Economic development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the United States government has appropriated funds for the redevelopment of abandoned, and foreclosed upon homes and other vacant properties under Title III of the Housing and Economic Recovery Act of 2008 (Pub. L 110-289, 122 Stat. 2850, enacted July 30, 2008) ("**HERA**"), to be treated as though such funds were Economic Development Block Grant funds under the Housing and Economic Development Act of 1974, (Pub. L 93-383) as amended (the "**ACT**") and to be administered through the United States Department of Housing and Urban Development ("**HUD**"); and

WHEREAS, the COUNTY has applied to HUD for HERA funds to be used for a Neighborhood Stabilization Program (NSP) for the purpose of acquiring and rehabilitating abandoned or foreclosed residential properties, redeveloping demolished or vacant residential properties; development of public facilities; and the demolition of blighted structures that might otherwise become sources of blight within Cook County's communities; and

WHEREAS, the NSP will be subject to the rules and regulations of HERA, Title 24 of the Code of Federal Regulations, Part 570 (Economic Development Block Grants, Part 92 of the HOME Investment Partnership Program (HOME) and NSP guidelines as stipulated by HUD; and

WHEREAS, the COUNTY, as part of its application to HUD, has stated that it will select certain program recipients to conduct demolition of blighted structures in priority target areas the NSP; and

WHEREAS, on May 19, 2009 and November 4, 2009 approval and authority was given by the Cook County Board of Commissioners for the Bureau of Economic Development "**CCBED**" (formerly operating as the Department of Planning and Development) to execute agreements to administer the program and award \$24,039,689 of the COUNTY'S NSP allocation to assist families with homeownership, conduct rehabilitation and/or redevelopment of

the acquired properties, demolish vacant properties and otherwise obtain vacant properties for NSP use. A copy of the Program Summary and Budget are Board Approval for the awards being attached hereto and incorporated herein by reference as Exhibit C; and

WHEREAS, the COUNTY has selected the SUBRECIPIENT, to receive funding under the Neighborhood Stabilization Program to carry out eligible projects;

WHEREAS, the COUNTY hereby agrees to provide funds to SUBRECIPIENT for the demolition of blighted structures in priority target areas; and

WHEREAS, the Eligible Activity of Demolition meets the national objective, as the activity provides neighborhood stabilization opportunities for all the residents of a primarily residential area(s) in which at least 51% of the residents have incomes at or below 120% of area median income.

WHEREAS, SUBRECIPIENT possesses the legal authority to execute an agreement to undertake the activity described herein and its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the SUBRECIPIENT to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the SUBRECIPIENT to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required; and

WHEREAS, the COUNTY and SUBRECIPIENT enter into this Agreement pursuant to their respective powers to enter into such Agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

I. INCORPORATION AND CONSTRUCTION

All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT. The section headings of the paragraphs and subparagraphs of this AGREEMENT are for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

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

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

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

B. The Subrecipient will comply with the provisions of, and, where necessary, file the forms included in, the Cook County Community Neighborhood Stabilization Program Operations

Manual, as amended from time to time, which is incorporated herein by reference as if fully set out herein.

II. STATEMENT OF WORK AND PROJECT BUDGET

A. Statement of Work:

SUBRECIPIENT agrees to demolish vacant and blighted commercial and residential properties that have contributed to an overall decline in the values of surrounding property and pose an imminent threat to the public health and safety of area residents. Specifically, the following properties have been identified for demolition:

1. 3200 Lincoln Highway;
2. 100-800 Norwood Drive;
3. 320 Wildwood;
4. 350 Main Street; and
5. Eastgate Neighborhood (13 residential units).

B. Project Budget:

NSP funds in the amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000.00) shall be made available to the SUBRECIPIENT for the demolition of PROPERTIES approved by COUNTY established under the NSP guidelines, and upon the execution of documentation as described in this Section III. Notwithstanding the foregoing, COUNTY recognizes that SUBRECIPIENT'S Program and Project(s) are unique; therefore, the NSP Activities that are allowable under this agreement shall be restricted to those listed in the Program Summary and Budget (see Exhibit A).

The SUBRECIPIENT may not transfer(s), or otherwise encumber the PROPERTIES or any PROPERTY, without the prior express written consent of the COUNTY until five (5) years after expiration of this AGREEMENT. The use and disposition of real property under this AGREEMENT shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503 and 570.504, as applicable, which include meeting one of the NSP National Objectives until five (5) years after expiration of this AGREEMENT.

If the SUBRECIPIENT fails to use the NSP-assisted PROPERTIES in a manner that meets a National Objective for the prescribed period of time, the SUBRECIPIENT shall pay the COUNTY an amount equal to the current market value, less any portion of the value attributable to expenditures of non-NSP funds for improvements to the PROPERTY.

Demolition of the PROPERTIES shall be subject to environmental review clearance by the Illinois Historic Preservation Office and reimbursement for eligible project costs shall be subject to the submission of :

1. A detailed scope of work for the demolition of each PROPERTY for which reimbursement is being requested.

2. Receipts for materials, appropriate lien waivers from contractors, and, "paid in full" or "paid to date" invoices from contractor payment check(s).
3. Additional documentation, if requested, at sole discretion of COUNTY.

SUBRECIPIENT may request reimbursement of eligible demolition costs on an ongoing basis throughout the project period.

SUBRECIPIENT may subcontract all or any portion of the PROJECT, as allowed by COUNTY policy, to such engineers, architects, construction contractors or other entities as SUBRECIPIENT shall deem appropriate or necessary and upon such terms as may be acceptable to SUBRECIPIENT provided applicable administrative and procurement requirements are followed as set forth in Sections VI and VII of this AGREEMENT. General Contractors working on NSP PROPERTIES must be certified by the COUNTY, prior to being able to bid for and work on NSP Projects.

SUBRECIPIENT certifies that it will include in its contracts financed in whole or in part with NSP funds, all clauses required by Federal laws, executive orders, or regulations, and each contractor will also include in its subagreements and contracts financed in whole or in part with NSP funds all applicable clauses required by Federal laws, executive orders, or regulations.

3. Administrative Regulations and Compliance.

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

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

4. Agreement to Undertake the Project.

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

5. Grant Award.

The County hereby agrees to make a grant in a sum not to exceed One Million Five Hundred Fifty Thousand Dollars (\$1,550,000). The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for in accordance with the approved Project Summary (Exhibit "C"). NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE NOTICE TO PROCEED.

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

- A. The Subrecipient agrees and authorizes the County and HUD to conduct on-site

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

B. The Subrecipient agrees to comply with the COUNTY minority and women-owned business opportunity requirement that no less than twenty-four percent (24%) of any contract or subcontract resulting from this award be provided to certified minority-owned businesses and that no less than ten percent (10%) of any contract or subcontract resulting from this award be provided to a certified women-owned business for construction, professional services, goods, and equipment. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

7. Compliance with Laws, Rules and Regulations; Performance Measurement Goals: and National Objective

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

8. Conflict of Interest.

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

1. Have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits; and
2. Represent, either as agent or otherwise, any person, association, trusts or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;
3. Take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

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

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an

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

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

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

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

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

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

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

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

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

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

- A. The County Planning and Development staff will undertake the required environmental review for the project.
- B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.
- C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, a "NOTICE TO PROCEED".
- D. After issuance of the "NOTICE TO PROCEED", the Subrecipient shall follow all procedures set out in the Cook County Neighborhood Stabilization Program Operations Manual.

10. Lobbying:

The Subrecipient hereby certifies that:

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

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

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

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

11. Hatch Act

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

12. Copyright

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

13. Religious Activities

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

14. Environmental Conditions

A. Air and Water

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

- Clean Air Act, 42 U.S.C., 7401, et seq;

- Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder:

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all

NSP-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

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

E. Debris and Hazardous Substances

The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.

The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it or its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, lead, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with Hazardous Substances with respect to the Property in violation of any currently applicable Environmental Laws.

The Subrecipient agrees to confirm that in relation to any property funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of Hazardous Substances in violation of any currently applicable Environmental Laws from the Property onto or into any adjacent property or waters.

The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of Environmental laws nor any request for information pursuant to section 204(e) of CERCLA with respect to the property.

The Subrecipient agrees to defend, indemnify and hold the County and its Officers, employees and agents harmless from and against, and shall reimburse the County for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultant's fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any Hazardous Substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any Hazardous Substance at or from the Property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors.

The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such Hazardous Substance (whether or not such Hazardous Material may be legally allowed to remain in the Property if removal or remediation is prudent), all cost of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable Environmental laws, all costs associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the County's reasonable attorneys' and consultants' fees and court costs.

15. Time to Start Project; Time to Finish Project.

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

B. The Subrecipient represents to the County that the aforesaid project shall be completed within six (6) months from the receipt of the "Notice to Proceed" from the County. Any requests for extension beyond the six (6) months to complete the project must be submitted in writing sixty (60) days before the end of the six (6) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. The grant amount awarded hereunder must be completely expended within 6 months of the date of the Notice to Proceed; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of this award on February 28, 2013.

16. Records Maintenance.

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

B. The Subrecipient will give HUD, the Comptroller General, and the County, and

any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of NSP funds to necessitate such reviews and audits.

17. Return of Funds and Accounts Receivables; Expiration of Project.

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

18. Prohibition on Assignment or Transfer of Agreement or Funds.

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or to become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation or suspension of funds, or termination or suspension of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 22 of this Agreement including any of the actions set out therein.

19. Blank Forms and Documents.

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

20. Obligation for Costs and Future Projects.

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

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

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

D. The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any

actions taken by the County pursuant to paragraph 22 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.

21. Indemnification.

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

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

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

22. Suspension or Termination of Agreement.

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

1. has not complied with or is not complying with;
2. has failed to perform or is failing to perform; or
3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may;
 - a. suspend or terminate this Agreement in whole or in part by written notice, and/or;
 - b. demand refund of any funds disbursed to Subrecipient;
 - c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;

- d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;
- e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- f. withhold further awards for the program;
- g. take other remedies legally available; or
- h. take appropriate legal action.

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

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

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

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

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

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

23. Notice.

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

TO THE COUNTY:

Mr. Herman Brewer, Director
Bureau of Economic Development
69 W. Washington, 29th Floor
Chicago, IL 60602

TO THE SUBRECIPIENT:

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below to be effective on the date first written above.

COUNTY OF COOK, ILLINOIS

By: _____
Herman Brewer, Bureau Chief
Cook County Bureau of Economic Development

ATTEST: _____
David Orr, Cook County Clerk

Approved as to form: _____
Staff Attorney

SUBRECIPIENT

By: _____
Thomas K. Mick, Village Manager
Village of Park Forest

ATTEST: _____
Village Clerk

Approved as to form: _____
Village Attorney

STATE OF ILLINOIS)

COUNTY OF COOK) SS
)

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that NAME is personally known to me to be the Chief TITLE of Neighborhood Services, Inc. appeared before me this day in person, and acknowledged that as such they signed, sealed and delivered the foregoing instrument as the free and voluntary act of said corporation and as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2012.

My Commission expires: _____

Notary Public

EXHIBIT A

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Subrecipient further agrees to the following:

1. Pursuant to 24 CFR Section 570.607, it will incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to the Neighborhood Stabilization Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations. It will also comply with the Neighborhood Stabilization Program Operations Manual with regard to Community Development assisted construction contracts;
2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work; provided, however, that if the Subrecipient so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract;
3. It will assist and cooperate actively with the County and the HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of HUD and the County;
4. It will furnish the County and HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County and HUD in the discharge of primary responsibility for securing compliance;
5. It will enforce the sanctions and penalties for violation of the equal

opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD;

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

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

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

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

EXHIBIT B

ASSURANCES

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

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.
- C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.
- D.
 - 1. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with NSP funds be consistent with the CCP;
 - 2. It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston-Gonzalez National Affordable Housing Act.
- E. It has developed its NSP Program so as to give maximum feasible priority to activities which benefit low-moderate and middle-income persons.
- F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.
- G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee under Section 108 of the Housing and Community Development Act of 1974, as amended, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements (assisted in part with Neighborhood Stabilization Program funds) unless (1) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital cost of such public improvements that are financed from revenue sources other than under Title I of the Act

(however, an assessment or charge may be made against the property with respect to public improvements funded by a source other than Neighborhood Stabilization Program funds); or (2) for purpose of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Subrecipient and Grantee certify to the Secretary that it lacks sufficient funds received under Section 106 to comply with the requirements of subparagraph (1) above.

- H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- I. The grant will be conducted and administered in compliance with the following requirements:
 - 1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;
 - 2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
 - 3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
 - 4. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
 - 5. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
 - 6. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;
 - 7. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;
 - 8. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
 - 9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
 - 10. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential antidisplacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of

Section 570.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the NSP Program;

11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;
 12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
 13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);
 14. The regulations, policies, guidelines and requirements of 24 CFR Parts 570, 84 and 85 and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally-assisted program, and as amended from time to time;
 15. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).
- J. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.
- K. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.
- L. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-moderate and middle-income persons.
- M. No NSP funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 24 CFR Sections 85.35 or 570.609, as applicable, and Executive Order 11246, as amended by Executive Order 12086.
- N. 1. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, if a municipality, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations.

2. The Subrecipient, if a municipality, certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- O. The Subrecipient certifies, to the best of its knowledge and belief:
1. That No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- P. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

EXHIBIT C

SCOPE OF WORK AND PROJECT BUDGET

The Village of Park Forest will demolish the following properties:

3200 Lincoln Highway - \$100,000

A 16,000 square foot former car dealership, on a 2.4 acre parcel of property. Demolition of this vacant, deteriorated building will have the immediate impact of removing a blight in the community. The estimated cost for demolition includes removal of the building, foundation, and all asphalt parking surfaces.

Norwood Square Shopping Center (100-800 Norwood Drive/Western Avenue) - \$750,000

A 129,000 square foot vacant shopping center on a 14 acre parcel. Criminals continue to break into the structures in search of scrap metal, and vandals continue to vandalize the property either with spray paint or the breaking of windows. The result is that the blight to the area and the danger to the public continues to increase. The Village has filed documentation with the Cook County courts to have the property declared abandoned.

320 Wildwood - \$250,000

A vacant, 14,000 square foot former elementary school on a 2.7 acre parcel. The roof of the building was damaged by a tornado in 2010, and the building has become severely damaged as a result. The building is located in a single family residential neighborhood, and the current condition poses not only a blight to the neighborhood but a danger to local residents as well. The estimated demolition cost includes final asbestos assessment.

350 Main Street - \$300,000

This is a 10,000 square foot commercial building, with a basement. The property is currently vacant and dilapidated. The water and fire sprinkler lines in the building have broken and flooded the building on at least two occasions, and now mold is a significant problem. The cost for demolition of this building includes the removal of a portion of the basement and asbestos abatement.

Eastgate Neighborhood – Residential - \$150,000

Demolition of vacant, blighted homes located in the Eastgate neighborhood, which is plagued by high absentee ownership, significant code enforcement issues, and crime.

EXHIBIT D

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principals

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

3. Client Data

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

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with

the administration of the County's or Subrecipient's responsibilities with respect to services provided under the Agreement is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

1. The Subrecipient shall transfer to the County any NSP funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the NSP National Objectives until five (5) years after expiration of this

Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use NSP-assisted real property in a manner that meet a NSP National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-NSP funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

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

F. Relocation, Real Property Acquisition and One for One Housing Replacement

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

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 from the Rules Meeting of January 3, 2011, the Regular Meeting of January 3, 2011, the Rules Meeting of February 7, 2011, the Rules Meeting of March 7, 2011, the Special Rules Meeting of March 28, 2011, the Rules Meeting of April 4, 2011, the Rules Meeting of July 11, 2011, the Regular Meeting of July 18, 2011, the Rules Meeting of September 6, 2011, the Special Rules Meeting of September 19, 2011, the Regular Meeting of September 19, 2011, the Rules Meeting of October 3, 2011, the Regular Meeting of October 17, 2011, the Rules Meeting of November 7, 2011, the Rules Meeting of December 5, 2011 and the Regular Meeting of December 12, 2011

8/13/12

VILLAGE OF PARK FOREST

Village Board Rules Meeting

January 3, 2011

Village Hall 7:00 p.m.

MINUTES

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

ABSENT: None

STAFF IN ATTENDANCE: Village Manager Tom Mick, Village Attorney Paul Stephanides, Police Chief Clifford Butz, Deputy Village Manager/Finance Director Mary Dankowski, Director of Recreation and Parks John Joyce, Director of Public Health Jenise Ervin, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Resident Anthony Meilcarz

Roll was called at 7:33 p.m. by Clerk McGann.

IEPA low interest Loan Agreement L173142 for water main improvements

The Village submitted three applications to the IEPA for low interest loan consideration. The loan rate would be 1.25% for replacement of approximately 13,400 lineal feet of 8-inch water main and various other point improvements in the water distribution system.

The Village's engineering consultant, Baxter & Woodman, prepared plans and specifications along with the IEPA project application. Bid were received in August 2010 and conditionally approved in September 2010 for the work to be done by Trine Construction Corp. On December 15, 2010 the Illinois Environmental Protection Agency approved this loan offered to the Village in the amount of \$3,299,546.00 at a 1.25 percent simple annual interest rate.

Discussion ensued by the Village Board with the Mayor noting that this item would be on the agenda for action at a subsequent Regular Board Meeting.

IEPA low interest Loan Agreement L173667 for Excess Flow treatment Facility Rehabilitation and Sanitary Sewer Rehabilitation

The Village submitted three applications to the IEPA for low interest loan consideration. The loan rate would be 1.25% for replacement of approximately 16,247 lineal feet of 8-inch sanitary sewer cast in place lining and various other point improvements in the sanitary sewer system. Additional work was proposed for the Excess Flow Treatment Facility at the Public Works Yard.

The Village’s engineering consultant, Baxter & Woodman, prepared plans and specifications along with the IEPA project application. Bid were received in August 2010 and conditionally approved in September 2010 for the Excess Flow Treatment Facility Rehabilitation project to be done by Concord Construction Services and the Sanitary Sewer Rehabilitation project to be done by American Pipe Liners.

On December 15, 2010 the Illinois Environmental Protection Agency approved this loan offered to the Village in the amount of \$1,311,756.00 at 1.25 percent simple annual interest rate.

Discussion ensued by the Village Board with the Mayor noting that this item would be on the agenda for action at a subsequent Regular Board Meeting.

Mayor Comments

No report.

Village Manager’s Comments

No report.

Village Trustee’s Comments

No report.

Village Attorney’s Comments

No report.

Village Clerk

No report

Audience to Visitors

None

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kopycinski, seconded by Trustee Brandon, and passed unanimously

Mayor Ostenburg adjourned the meeting at 7:46 p.m.

Respectfully submitted,
Sheila McGann, Village Clerk

VILLAGE OF PARK FOREST

Village Board Regular Meeting

January 3, 2011

Village Hall 7:00 p.m.

MINUTES

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

ABSENT: None

STAFF IN ATTENDANCE: Village Manager Tom Mick, Village Attorney Paul Stephanides, Police Chief Clifford Butz, Director of Recreation and Parks John Joyce, Director of Public Health Jenise Ervin, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Director of Public Works Ken Eyer, Deputy Village Manager/Finance Director Mary Dankowski

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Resident Anthony Meilcarz

Roll was called at 7:00 p.m. by Clerk McGann. Mayor Ostenburg led the Board and the audience in the pledge of allegiance.

Reports of Village Officers

Mayor

The Mayor reported on several events he had attended over the previous two weeks.

Village Manager

The Village Manager reported on upcoming events and parking lot closures at the Matteson Commuter Parking Lot. It was also shared with the public that the Village Board's meeting schedule would be altered effective January 1, 2011.

Village Attorney

No report.

Village Clerk

No report

Reports of Commission Liaisons and Committee Chairpersons

Trustees reported on Commission meetings.

Citizens Comments, Observations, Petitions

Resident Tony Meilcarz (330 Waldmann) expressed his observations of police officers using cell phones while driving in the Village, the flooding of the Park Forest Bark District and tax implications that might arise on any funding residents might receive from the Village for noise mitigation efforts related to the Canadian National settlement package.

Consent Agenda

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

A MOTION that the Mayor and Board of Trustees re-appoint Ida Calloway, 443 Shabbona, to a three-year term on the Board of Fire & Police Commissioners/Personnel Board, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Stephen Lloyd, 322 Farragut, to a two-year term on the Board of Fire & Police Commissioners/Personnel Board, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Mattie W. Allen, 404 Rutledge, to a one-year term on the Board of Fire & Police Commissioners/Personnel Board, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Jacqueline Washington, 538 Homan, to a two-year term on the Beautification Awards Committee, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Catilda Kennedy, S. 216 Orchard, to a two-year term on the Beautification Awards Committee, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Linda Brooks, 42 Monee, to a three-year term on the Beautification Awards Committee, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Susan Klawitter, 309 Somonauk, to a three-year term on the Beautification Awards Committee, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Rose Turner-Green, P.O. Box 491, to a three-year term on the Beautification Awards Committee, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees appoint Connie Banks, 318 Mohawk, to a one-year term on the Beautification Awards Committee, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees appoint Verena Ellenberg, 3233 Western, to a one-year term on the Beautification Awards Committee, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Terry Davis, 206 Juniper, to a two-year term on the Cable Communications Commission, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Tim Colburn, 453 Tamarack, to a two-year term on the Cable Communications Commission, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Rickey Williams, 5 Westwood Court, to a three-year term on the Cable Communications Commission, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Lisa Keene, 438 Winnebago, to a three-year term on the Commission on Human Relations, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Mamie L. Rodgers, 220 Juniper, to a three-year term on the Commission on Human Relations, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Toni Cox, 75B Cedar, to a two-year term on the Commission on Human Relations, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees appoint Velda L. Erie, P.O. Box 74, to a two-year term on the Commission on Human Relations, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees appoint Georgina Ayala, 125 Willow, to a three-year term on the Commission on Human Relations, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees appoint Rev. Terry Johnson, 78 Cherry St., to a two-year term on the Commission on Human Relations, to expire on December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Phillip Perkins, 164 Hemlock, to a two-year term on the Economic Development Advisory Group, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Sheilia Whorton, 411 Winnebago, to a two-year term on the Economic Development Advisory Group, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Shannon Bond, 435 Wildwood, to a three-year term on the Economic Development Advisory Group, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint PC Smith, 393 Dogwood, to a three-year term on the Economic Development Advisory Group, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Sam Montella, Post Office Box 254, Schererville, Indiana, to a three-year term on the Economic Development Advisory Group, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees appoint Barbara Moyle, 330 Minocqua, to a one-year term on the Economic Development Advisory Group, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees appoint Zerex Veal, 476 Tomahawk, to a two-year term on the Economic Development Advisory Group, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Margaret A. Tate, 239 Indianwood, to a three-year term on the Environment Commission, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Dave Bartlett, 66 Water, to a two-year term on the Environment Commission, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint James Saxton, 241 Indiana, to a two-year term on the Environment Commission, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Rosemary Piser, 2916 Western, to a two-year term on the Environment Commission, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Kevin Headley, 226 Fir Street, to a one-year term on the Environment Commission, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Ed Gay, 229 Grant to a four-year term on the Park Forest Housing Authority, to expire December 31, 2014.

A MOTION that the Mayor and Board of Trustees re-appoint Michael Graczek, 267 Arrowhead, to a three-year term on the Plan Commission, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Vernita Wickliffe-Lewis, 204 Early, to a two-year term on the Plan Commission, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Terry Lusby, 412 Miami, to a two-year term on the Plan Commission, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Cynthia Burton-Prete, 324 Sauk Trail, to a two-year term on the Plan Commission, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Marguerite Hutchins, 224 Illinois, to a three-year term on the Plan Commission, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees appoint Christopher Williams, 470 Lakewood, to a three-year term on the Plan Commission, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Janis Vinson, 252 Westwood, to a two-year term on the Recreation & Parks Board, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Susan Brazzale, 320 New Salem, to a two-year term on the Recreation & Parks Board, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Richard Whitehead, 26 Bigelow, to a two-year term on the Recreation & Parks Board, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Mark Zarat, 334 Manitowac, to a three-year term on the Recreation & Parks Board, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees appoint Garry Barnett, 314 Waldman, to a three-year term on the Recreation & Parks Board, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Louise Smith, 3001 Western, to a two-year term on the Senior Citizen Advisory Commission, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint David Atkins, 151 Main, to a two-year term on the Senior Citizen Advisory Commission, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Linda Marron, 230 Krotiak, to a three-year term on the Senior Citizen Advisory Commission, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Lois Merritt, 151 Main, to a three-year term on the Senior Citizen Advisory Commission, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Helen Bachelder-Peele, 76 Birch, to a two-year term on the Senior Citizen Advisory Commission, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees appoint Lenora McWhorter, 151 Main, to a three-year term on the Senior Citizen Advisory Commission, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Diane E. Hill, 221 Indiana, to a two-year term on the Youth Commission, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Vernice Warren, 101 Monee, to a three-year term on the Youth Commission, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Dorothy Furnace, 221 Illinois, to a two-year term on the Youth Commission, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees appoint John R. Ray, 213 Ash, to a three-year term on the Youth Commission, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Kimberly Elmore-Perkins, 164 Hemlock, to a two-year term on the Equal Employment Opportunity Review Board,

the Fair Housing Review Board, and the Zoning Board of Appeals, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Michiel Burnett, 23451 Western, to a two year term on the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Charles Beasley, 253 Arcadia, to a three-year term on the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees re-appoint Marilyn Bedwell, 367 Westgate, to a three-year term on the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, to expire December 31, 2013.

A MOTION that the Mayor and Board of Trustees appoint Ronald D. Robinson, 49 Indianwood, to a two-year term on the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, to expire December 31, 2012.

A MOTION that the Mayor and Board of Trustees re-appoint Stephen Lloyd, 322 Farragut, to a one-year term as Chairperson of the Board of Fire & Police Commissioners/Personnel Board, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Willie Brooks, 42 Monee, to a one-year term as Chairperson of the Beautifications Awards Committee, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Rose Turner-Green, P.O. Box 491, to a one-year term as Vice Chairperson of the Beautifications Awards Committee, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Daniel Karwatka, 532 Homan, to a one-year term as Chairperson of the Cable Communications Commission, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Rickey Williams, 5 Westwood Court, to a one-year term as Vice Chairperson of the Cable Communications Commission, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Alfreda Keller, 27 Dogwood, to a one-year term as Chairperson of the Commission on Human Relations, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Michael Brown, 373 Lakewood, to a one-year term as Vice Chairperson of the Commission on Human Relations, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Sam Montella, Post Office Box 254, Schererville, Indiana, to a one-year term as Chairperson of the Economic Development Advisory Group, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Sheilia Whorton, 411 Winnebago, to a one-year term as Vice Chairperson of the Economic Development Advisory Group, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Dave Bartlett, 66 Water, to a one-year term as Chairperson of the Environment Commission, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint James Saxton, 241 Indiana, to a one-year term as Vice Chairperson of the Environment Commission, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Vernita Wickliffe-Lewis, 204 Early, to a one-year term as Chairperson of the Plan Commission, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint S. Douglas Price, 2839 Western, to a one-year term as Vice Chairperson of the Plan Commission, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Glenna Hennessy, 326 Sioux, to a one-year term as Chairperson of the Recreation & Parks Board, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Richard Whitehead, 26 Bigelow, to a one-year term as Vice Chairperson of the Recreation & Parks Board, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Helen Bachelder-Peele, 76 Birch, to a one-year term as Chairperson of the Senior Citizen Advisory Commission, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Linda Marron, 230 Krotiak, to a one-year term as Vice Chairperson of the Senior Citizen Advisory Commission, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Diane Hill, 221 Indiana, to a one-year term as Chairperson of the Youth Commission, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Dorothy Furnace, 221 Illinois, to a one-year term as Vice Chairperson of the Youth Commission, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Nissim Eskenazi, 310 Sheridan, to a one-year term as Chairperson of the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, to expire December 31, 2011.

A MOTION that the Mayor and Board of Trustees re-appoint Kimberly Elmore-Perkins, 164 Hemlock, to a one-year term as Vice Chairperson of the Equal Employment

Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, to expire December 31, 2011.

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

Ayes: 7

Nays: 0

Absent: 0

With seven (7) ayes and no (0) nay and none (0) absent the motion was passed.

Debatable:

None

Adjournment

This concluded the regular Board meeting.

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kopycinski, seconded by Trustee Brandon, and passed unanimously

Mayor Ostenburg adjourned the meeting at 7:32 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

**Village Board Rules Meeting
February 7, 2011
Village Hall 7:00 p.m.**

MINUTES

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

ABSENT: None

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski, Village Attorney Paul Stephanides, Deputy Police Chief Clifford Butz, Director of Recreation and Parks John Joyce, Director of Public Health Jenise Ervin, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Resident Anthony Meilcarz

Roll was called at 7:00 p.m. by Clerk McGann.

Motor Fuel Tax Maintenance Resolution and Maintenance Cost Estimate for Fiscal Year 2012

Director Eyer noted that every year, IDOT requires Villages to submit a Municipal Estimate of Maintenance Costs, BLR 14231 form, and a Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code, BLR 14230 form, to appropriate Motor Fuel Tax Funds (MFT) for various Day Labor and contractual maintenance costs for the Village's maintenance year.

The Village's upcoming maintenance year includes material and equipment costs for, snow and ice control, street light maintenance, traffic sign maintenance and pavement maintenance as preformed by village day labor/staff. As well as, contractual maintenance costs for traffic signal maintenance, street sweeping, herbicide application, sidewalk replacement, pavement marking, pavement patching, as performed by contractors, and engineering costs for materials testing and other services.

Discussion ensued by the Village Board with the Mayor noting that this item would be on the agenda for action at a subsequent Regular Board Meeting.

Resolution for Improvement by Municipality under the Illinois Highway Code for Westwood Drive Culvert

Director Eyer noted that IDOT requires a resolution related to the use of Motor Fuel Tax Funds (MFT) for public infrastructure improvement projects. In 2008, Public Works completed the replacement of the twin culvert under Westwood Drive near Garden House and Lain Sullivan Funeral Home. Public Works handled the construction engineering for this project and was therefore responsible for all project close-out forms and related paperwork. During a recent MFT audit by the Illinois Department of Transportation, the Resolution for Improvement was not on file. To be in compliance with the State, Public Works needs to complete and submit finalized resolution documentation.

Discussion ensued by the Village Board with the Mayor noting that this item would be on the agenda for action at a subsequent Regular Board Meeting.

Consideration of a Resolution Approving a Contract for Professional Planning Services for the 211th Street Metra Station Transit Oriented Development Plan-Implementation Study

Director Kingma detailed to the Board that the Village was awarded a \$100,000 grant from the Illinois Department of Commerce and Economic Opportunity (ILDCEO) to conduct the implementation studies related to the 211th Street Metra Station Transit Oriented Development Plan. Park Forest is working with the Villages of Matteson and Olympia Fields on this project that will include a tax increment financing feasibility study, a financial analysis and development pro forma based on the Plan, design guidelines for the commercial, residential, and public open space components of the Plan, and design of a zoning district that accommodates a mixed use/transit oriented development. To date, all three Villages have approved resolutions stating their intention to work together to accomplish the goals of the 211th Street TOD Plan.

A Request for Proposals to conduct this Implementation Study was issued in September 2010 and seven highly competitive proposals were received from interested consultants. The Steering Committee narrowed the list to four top consultant teams and conducted interviews with these teams in early December. The consultant team of Land Vision, Inc./Baxter & Woodman Consulting Engineers/BBP & Associates, LLC/DLK Civic Design, Inc. was ultimately chosen to conduct this study. The Park Forest Village Board must approve the consultant contract because Park Forest is the official grantee for the ILDCEO grant. The consultant team estimates that the study will take approximately 10 months to complete. Trustee Bonita Dillard and Plan Commission Vice Chair Doug Price, along with Village Staff, are Park Forest's representatives on the Steering Committee.

Discussion ensued by the Village Board with the Mayor noting that this item would be on the agenda for action at a subsequent Regular Board Meeting.

Resolutions Stating Village Support of the Application for Illinois Community Development Block Grant Funding

Director Kingma noted that the Departments of Public Works and Recreation and Parks have applied for funding from the Illinois CDBG IKE-Disaster Recovery Program. Staff has prepared two grant applications for this program. The first is a request for \$726,734 to address flooding on the south end of Thorn Creek Drive in Thorn Creek Estates. This flooding is caused by the accumulation of brushwood and other debris from the Will County Forest Preserve getting caught in the sharp curves of the drainageway through this neighborhood. The grant will allow for engineering and construction of a brushwood collection and overflow facility to collect brushwood, sediments, and water flowing from the forest preserve and slowly release the water back towards Thorn Creek.

The second request is for \$213,000 to clean out and restore the wetland behind Orchard Park Plaza, to clean out a drainage ditch from the new wetland parcel to the existing 50 acre Central Park Wetland, to dredge the drainage lagoon on the high school property to increase the storm water storage capacity of this part of the infrastructure, and to construct a trail from the high school, through the wetland area, to the downtown area and adjacent residential neighborhoods.

The resolutions before the Board are required element of the application to the State of Illinois, and it simply states the Village Board's support for the applications. Discussion ensued by the Village Board with the Mayor noting that this item would be on the agenda for action at a subsequent Regular Board Meeting.

A Resolution Adopting an Identity Protection Policy

Deputy Manager Dankowski detailed to the Village Board the Identity Protection Act dated June 1, 2010 which requires that the Village approve an identity protection policy within twelve months. This policy as drafted requires restricted use and access of social security numbers. Another requirement is a Statement of Purpose for Collection of Social Security Numbers. The Policy was detailed by Ms. Dankowski and discussion ensued by the Village Board. The Mayor noted that this item would be on the agenda for action at a subsequent Regular Board Meeting.

Mayor Comments

The Mayor commented on various meetings and events he convened or attended over the preceding week.

Village Manager's Comments

The Village Manager reported on various upcoming events.

Village Trustee's Comments

Trustees commented on various functions they attended over the preceding week.

Village Attorney's Comments

No report.

Village Clerk

No report

Audience to Visitors

None

Adjournment

This concluded the Board Rules Meeting.

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kopycinski, seconded by Trustee Brandon, and passed unanimously

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

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Rules Meeting

March 7, 2011

Village Hall 7:00 p.m.

MINUTES

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

ABSENT: None

STAFF IN ATTENDANCE: Village Manager Tom Mick, Village Attorney Paul Stephanides, Police Chief Clifford Butz, Director of Recreation and Parks John Joyce, Director of Public Health Jenise Ervin, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Director of Public Works Ken Eyer, Deputy Village Manager/Finance Director Mary Dankowski

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Brad Townshend, Dawn Peters

Roll was called at 7:00 p.m. by Clerk McGann.

Governance and Management Practices Assessment Presentation

Village Manager Mick gave an overview of this presentation noting that the Northern Illinois University Center for Governmental Studies had been authorized by the Village to carry out an Illinois Municipal Assistance Program/Governance and Management Practices Assessment. This work was developed as a component of the Village's annual strategic planning process in planning for Fiscal Year 2011-2012.

As part of the assessment, the review team from NIU conducted interviews with various stakeholders across the community. Additionally, the team analyzed various Park Forest documents, reviewed the Village's web site and analyzed stakeholder interview responses. In January 2011 the review team conducted a workshop with the Village Board and members of the Village Management Team as it continued its due diligence in reviewing Park Forest. The agenda item tonight will allow the review team to make its final report to the Board and public. Presenters from the review team include Brad Townsend and Dawn Peters. Mr. Townsend is Executive Vice President and Financial Advisor for Ehlers. Prior to his tenure with this firm, he worked for 25 years as a city manager, village manager and director. Mr. Townsend works with the NIU Center for Governmental Studies on municipal governing and management assessment projects.

Ms. Peters joined the Center for Governmental Studies in September 2001 as a Research Associate in the areas of economic and community development and association management. She currently serves as an Assistant Director at the Center for Governmental Studies and oversees association management. Additionally, Ms. Peters serves as Executive Director of the Illinois City/County Management Association (ILCMA) and the Illinois Institute for Local Government Law.

After the presentation by Mr. Townshend and Ms. Peters, Board discussion ensued and the Mayor noted that a Village action accepting the summary report would be on the agenda for action at a future Regular Board Meeting.

208 Forest Boulevard Remodeling

Village Manager Mick and Deputy Manager Mary Dankowski presented an overview of this item noting that bids were solicited for the build out at 208 Forest Boulevard. This ground level space in Building #1 will be for the future new home of the South Suburban Food Cooperative. As a result of the bid notice, 6 companies submitted proposals. After conducting reference checks, Staff recommendation is for Weiss Construction to carry out this work as the low bidder in an amount of \$43,975. Additionally, Eltron, Inc. would be contracted with in the amount of \$5,780 for fire safety work and American Fire Protection would be contracted with in the amount of \$3,000 for sprinkler work. Once contracts are awarded and the work begins, the anticipated opening date for the Food Cooperative is May 1, 2011. Finally, staff seeks a 10% contingency fund for the contracts noted wherein the Village Board would be approving a build out cost not to exceed \$58,030.50.

Discussion ensued by the Village Board with the Mayor noting that this item would be on the agenda for action at a subsequent Regular Board Meeting.

Mayor Comments

The Mayor commented on various meetings and events he convened or attended over the preceding week.

Village Manager's Comments

The Village Manager reported on various upcoming events.

Village Trustee's Comments

Trustees commented on various functions they attended over the preceding week.

Village Attorney's Comments

No report.

Village Clerk

No report

Audience to Visitors

None

Adjournment

This concluded the Board Rules Meeting.

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kopycinski, seconded by Trustee Brandon, and passed unanimously

Mayor Ostenburg adjourned the meeting at 8:30 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Special Rules Meeting

March 28, 2011

Village Hall 6:00 p.m.

M I N U T E S

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

ABSENT: None

STAFF IN ATTENDANCE: Village Manager Tom Mick, Director of Recreation and Parks John Joyce, Director of Public Health Jenise Ervin, Deputy Village Manager/Finance Director Mary Dankowski

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: School Superintendent and President and Board of School District 163

Roll was called at 7:00 p.m. by Clerk McGann.

Update on the Central Park Wetlands Discovery Center

Director John Joyce provided a brief overview of a partnership between Village Staff and consultants working for Park Forest School District #163 at the Central Park Wetlands and the Wetlands Discovery Center. The work extensively is for science education with students K – 8th grades in the School District. More than 2,000 students from a number of school and community groups have come to the site for hands-on learning in each of the last two years.

As part of the meeting, Michelle O’Connor staged various students and presentations for the Village and School District Officials to review. Teams were introduced as Ms. O’Conner provided a brief history of how the Village and District have worked together on this project.

Adjournment

This concluded the Special Rules Meeting of the Village Board.

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kopycinski, seconded by Trustee Brandon, and passed unanimously

Mayor Ostenburg adjourned the meeting at 7:30 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Rules Meeting

April 4, 2011

Village Hall 7:00 p.m.

MINUTES

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

ABSENT: None

STAFF IN ATTENDANCE: Village Manager Tom Mick, Village Attorney Paul Stephanides, Deputy Village Manager/Finance Director Mary Dankowski, Police Chief Clifford Butz, Director of Recreation and Parks John Joyce, Director of Public Health Jenise Ervin, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: SouthCom Executive Director Denise Pavlik, SouthCom Deputy Director Cathy Muirhead, Cable Communications Commission Chair Dan Karwatka

Roll was called at 7:00 p.m. by Clerk McGann.

A Presentation on Local Origination Programming

Cable Communications Commission Chair Dan Karwatka provided a brief overview of the work currently underway by the Cable Commission which would allow residents an enhanced ability to film local origination programming. This filmed footage could then be edited and shared with the rest of community with some oversight on content being carried out by the Village.

Amendment to Engineering Services Agreement for the Demolition of the Marshall Field's Building

Director Eyer presented this item noting that the Board previously authorized the Village Manager to enter into an agreement with Baxter & Woodman to provide the necessary construction oversight services for the demolition of the Marshall Field's Building in the amount not to exceed \$75,000. Baxter & Woodman has requested an additional \$9,500, for a total not-to-exceed total of \$84,500. Primary reason for this increase is the redesign of the new west wall construction that was proposed in the bid documents and to redo specifications for this wall to structurally accommodate the future storage/public

restroom facility proposed by the Parks Department. The existing west wall of Village Hall was actually the east wall of the Field's building. This wall was not connected to Village Hall. Before Fields could be taken down the wall had to be stabilized to Village Hall. This design work and additional construction oversight is required to complete the Field's demolition.

Discussion ensued by the Village Board with the Mayor noting that this item would be on the agenda for action at the next Regular Board Meeting.

Water Distribution System Valve Assessment

Director Eyer reviewed this item by noting that Staff originally planned to do the water distribution system valve assessment across 2011 and 2012. The excess build-up of minerals in the old water main, however, has led to many complaints of discolored water. Staff believes this project should be moved up accordingly. The valve assessment work would pave the way for a unidirectional flushing approach in the Fall of 2011. The unidirectional method requires that all the valves be in working order.

M. E. Simpson Company was hired to perform phase 1 of the valve assessment program. This work consisted of locating all valves, exercising all valves, evaluating all valves and providing the GPS location of all valves. This work has been accomplished as of September/October 2010. The evaluation of the valves will provide a report of what needs to be repaired or replaced. The Public Works Staff will then fix or replace the troubled valves. The cost for M. E. Simpson Company to do the work would be in the amount of \$13,780.00 plus a 10% contingency for a total amount of \$15,185.00 to complete this project. Board dialogues ensued about the valve work and what is entailed with the unidirectional flushing approach. Mayor Ostenburg noted that this item would be on the agenda for action at the next Regular Board Meeting.

Consideration of a Resolution Ceding the Aggregate Remaining Unused Allocation of 2011 Private Activity Bond Volume Cap to the Illinois Finance Authority for use by Projects in the Chicago Southland Area

Director Kingma reviewed this item noting that on an annual basis the Village is asked to consider ceding its Volume Cap for Industrial Revenue Bonds to the Illinois Finance Authority (IFA) on behalf of a bond pool managed by the South Suburban Mayors and Managers Association (SSMMA). It was explained that each home rule municipality in Illinois is allotted volume cap based on population with Park Forest's amount being \$2,133,890. Volume Cap is intended to support manufacturing projects on items such as purchase of land, construction of buildings, and the purchase of equipment that becomes a permanent fixture in the building. If the volume cap goes unused, the Village may still benefit financially inasmuch as ceded volume cap may generate a 1 percent commission that gets used by another SSMMA community.

Board discussion took place and Mayor Ostenburg noted that this somewhat routine item would be on the agenda for action at the next Regular Board Meeting.

An Ordinance Amending Ordinance No. 1939 Adopting the Annual Budget for the Year Commencing July 1, 2010 and ending June 20, 2011

Deputy Manager/Finance Director Dankowski opened this item by noting that at the midpoint through the fiscal year, expenses and revenues are analyzed. A detailed analysis for the current fiscal year was presented to the Board at the six month review on February 26. Mid-year amendments for Fiscal Year 2010-2011 were then reviewed once again with the Board. Subsequent Board discussion took place. Mayor John Ostenburg recapped the Village's budget process and where budget amendments fit in overall. He then noted that the ordinance related to these amendments would be on the agenda for action at a subsequent Regular Board Meeting.

A Resolution Adopting Fiscal Policies for the 2011/2012 Fiscal Year Budget

Deputy Manager/Finance Director Dankowski noted a basic requirement of the Distinguished Budget Award program is that the budget must contain Fiscal Policies as officially reviewed and approved by the local corporate authorities. These policies provide guidance to management staff in the preparation of their budgets as based on Board goals and the property tax levy. Director Dankowski highlighted some of the policies such as employee cost of living adjustments, residential/commercial water rates, sewer rates, and refuse hauling rates.

Director Dankowski noted a recent rules established by the Governmental Accounting Standards Board as relates to "committed" and "assigned" funds. An assignment designates the governing board's intent. The process required is to grant authority, through the Fiscal Policies, to an individual to designate assignments. The policies as established indicate that the Finance Director will assign funds consistent with Board intent. An example was provided with the CN agreement funds for Orchard Drive reconstruction and sound mitigation as of the end of 2010 Fiscal Year.

Finally, it was noted that in 2011 the Village undertook a Governance and Management Practices Assessment by Northern Illinois University. One of the recommendations from this study was to expand on and formalize debt management policies. Language has been added to Fiscal Policies to allow for this change.

Discussion ensued by the Village Board with the Mayor noting that this item would be on the agenda for action at a subsequent Regular Board Meeting.

Mayor Comments

The Mayor commented on various meetings and events he convened or attended over the preceding week. As part of his presentation a proclamation was read recognizing National Telecommunicators Week.

Village Manager's Comments

The Village Manager reported on various upcoming events.

Village Trustee's Comments

Trustees commented on various functions they attended over the preceding week.

Village Attorney's Comments

No report.

Village Clerk

No report

Audience to Visitors

None

Adjournment

This concluded the Board Rules Meeting.

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kopycinski, seconded by Trustee Brandon, and passed unanimously

Mayor Ostenburg adjourned the meeting at 8:17 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Rules Meeting

July 11, 2011

Village Hall 7:00 p.m.

MINUTES

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

ABSENT: None

STAFF IN ATTENDANCE: Village Manager Tom Mick, Village Attorney Paul Stephanides, Deputy Village Manager/Finance Director Mary Dankowski, Police Chief Clifford Butz, Director of Recreation and Parks John Joyce, Director of Public Health Jenise Ervin, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: SouthCom Executive Director Denise Pavlik, SouthCom Deputy Director Cathy Muirhead, Cable Communications Commission Chair Dan Karwatka

Roll was called at 7:00 p.m. by Clerk McGann.

Resolution to Authorize an Application for Neighborhood Stabilization Program 3 Funds

Director Kingma reviewed this item in noting that the State has announced the availability of \$5 million in Neighborhood Stabilization Program 3 funds for the Chicago metropolitan area. Park Forest and Richton Park qualified as part of the seven communities determined to be "priority areas of greatest need." Staff is recommending the Village work collaboratively with Richton Park and its designated NSP developer, MECCA Companies. MECCA assisted in developing a joint application for NSP3 funds prior to the deadline that meets the needs of both communities.

Park Forest's portion of the application includes funding for the purchase and rehab of four homes; demolition and new construction of two homes; and demolition of two other homes. All homes included are in foreclosure and vacant. A requirement of the application process is a resolution demonstrating the Village's support for it. The resolution must be submitted before grant funds will be awarded.

Discussion ensued by the Village Board with the Mayor noting that this item would be on the agenda for action at a subsequent Regular Board Meeting.

Mayor Comments

The Mayor commented on various meetings and events he convened or attended over the preceding week.

Village Manager's Comments

The Village Manager reported on various upcoming events.

Village Trustee's Comments

Trustees commented on various functions they attended over the preceding week.

Village Attorney's Comments

No report.

Village Clerk

The Village Clerk Administered an Oath Office to new Police Officer Brandi Dalton.

Audience to Visitors

Dana Bruce of Wildwood Street commented on the Village's oversight of the CN settlement agreement.

Adjournment

This concluded the Board Rules Meeting.

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kramer, seconded by Trustee Brandon, and passed unanimously

Mayor Ostenburg adjourned the meeting at 7:49 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Regular Meeting

July 18, 2011

Village Hall 7:00 p.m.

MINUTES

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

ABSENT: None

STAFF IN ATTENDANCE: Village Manager Tom Mick, Village Attorney Paul Stephanides, Police Chief Clifford Butz, Director of Recreation and Parks John Joyce, Director of Public Health Jenise Ervin, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Director of Public Works Ken Eyer, Deputy Village Manager/Finance Director Mary Dankowski

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Residents Mike Gans and Karen Holloway, numerous members of the Police and Fire Departments in recognition of Police Chief Tom Fleming's retirement.

Roll was called at 7:00 p.m. by Clerk McGann. Mayor Ostenburg led the Board and the audience in the pledge of allegiance.

Reports of Village Officers

Mayor

The Mayor reported on several events he had attended over the preceding week.

Village Manager

The Village Manager provided details on several upcoming events.

Village Attorney

No report.

Village Clerk

No report

Reports of Commission Liaisons and Committee Chairpersons

Trustees reported on various updates as relates to volunteer Boards and Commissions.

Citizens Comments, Observations, Petitions

Mike Gans, President of the Park Forest Historical Society, made a presentation on the House Museum.

Karen Holloway, 44 Woodland Glen, inquired about property tax bills and how taxes are assessed in Will County compared to Cook County.

Consent Agenda

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

A Motion that the Mayor and Board of Trustees approve the minutes of the Regular Board Meeting of April 18, 2011 and the Minutes of the Saturday Rules Meeting of July 10, 2011.

A Motion that the Mayor and Board of Trustees a Resolution to Authorize an Application for Neighborhood Stabilization Program 3 Funds

A Motion that the Mayor and Board of Trustees approve a Resolution Recognizing Thomas Fleming and Thanking Him for his Dedicated Service to the Village of Park Forest

A Motion that the Mayor and Board of Trustees adopt a Resolution Urging Jewel/Osco Not to Close Its Location in Olympia Fields

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

Ayes: 7
Nays: 0
Absent: 0

Debatable:

None

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kramer, seconded by Trustee Brandon, and passed unanimously

Mayor Ostenburg adjourned the meeting at 7:58 p.m.

Respectfully submitted,
Sheila McGann, Village Clerk

VILLAGE OF PARK FOREST

**Village Board Rules Meeting
September 6, 2011
Village Hall 7:00 p.m.**

MINUTES

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

ABESENT: Trustee Robert McCray,

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Paul Stephanides, Deputy Police Chief Cliff Butz, Deputy Police Chief Mike McNamara, Fire Chief Robert Wilcox, IT Coordinator Craig Kaufman, Director of Public Relations Jason Miller, Health Department Director Jenise Ervin; Director of Community Development Lawrence Kerestes, Assistant to the Village Manager Denyse Carreras, Assistant Public Works Director Roderick Ysaguirre, Parks Superintendent Rob Gunther

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Members of the Environment Commission

Rules Meeting was called to order at 7:07 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

1. A Resolution Establishing a Sustainable Pest Control and Pesticide Reduction Policy

In 2010, the Commissioners of the Park Forest Environment Commission became increasingly aware that the use of pesticides has been linked to a variety of known adverse health outcomes in people, as well as the detrimental environmental impacts to water soil, air and wildlife. While attending various forums addressing this issue, the Commissioners came to the conclusion that it would be in the best interest to the residents of the Village of Park Forest to educate them on the potential adverse impacts of pesticide use, alternative methods that could be used in lieu of chemical pesticides, and find a way for the Village to serve as the model to the public for the use of sustainable pest control practices.

Chair Dave Bartlett noted that the Commission has undertaken numerous to educate the public over the years and began drafting the Village of Park Forest Sustainable Pest Control and Pesticide Reduction Policy based on the policy implemented in April 2010 by the City of Evanston.

The draft policy being presented to the Village Board was developed following review of the Evanston ordinance and interviewing representatives from Evanston and speaking

with lawn treatment companies. It should be noted that in order to be compliant with the Illinois home rule legislative provisions, the draft policy only relates to Village owned or maintained property.

Commissioners reviewed the Federal and state laws and regulations referenced in the Evanston ordinance and pertinent sections of the Illinois Constitution.

There was general discussion of this proposed ordinance. The item will be on the next regular agenda.

2. Discussion of FRA Quiet Zone Assistance Project

Hildy Kingma, Director of Economic Development said that Baxter & Woodman Consulting Engineers has completed the first phase of the Quiet Zone Assistance Project and are ready to present their preliminary findings to the Board of Trustees. This report describes the results of the analysis of the physical conditions at the Western Avenue railroad crossing, the likely mitigation improvements that will have to be implemented if a quiet zone is requested, the next steps in the FRA (Federal Railroad Administration) process if a quiet zone is requested, and input received from the public meeting held on July 12.

She further said that the Quiet Zone Assistance Project has been funded by CN as part of their Voluntary Mitigation Agreement with the Village. The scope of work for this study includes all the steps required by the Federal Railroad Administration (FRA) to determine the feasibility of establishing a quiet zone at the CN/Western Avenue railroad crossing. At the direction of the Board of Trustees, the consultants conducted a public workshop on July 12 to obtain public input on the establishment of a quiet zone. The purpose of the Rules Meeting presentation on September 6 is to allow the Board of Trustees the opportunity to review the preliminary analysis prior to determining whether or not it is in the Village's best interests to establish a quiet zone at this location.

With the July 12 public comment session, more than 30 Park Forest residents were in attendance. Any resident who left contact information at this session was sent an email or a letter via mail notifying them of the Village Board's pending discussion of this item.

There was general discussion of this proposed ordinance. The item will be on the next regular agenda.

3. Presentation of Ethics and Conflicts of Interest

Manager Mick said that in 2003 the State of Illinois adopted the State Official and Employees Ethics Act. In 2004 the Village of Park Forest implemented an ordinance as required by this State Act.

After consultation with the Mayor it was suggested that a periodic refresher presentation on Ethics and Conflicts of Interest might be in order. Village Attorney Paul Stephanides provided an overview of the subject material with handouts and a powerpoint presentation.

Mayor's Comments

Mayor Ostenburg commented on meetings and events he had attended.

Manager's Comments

Manager Mick commented on upcoming events.

Trustee's Comments

Trustees report on commission activities and meetings.

Attorney's Comments

No report

Audience to Visitors

None

Adjournment

Motion was made by Trustee Kramer, seconded by Trustee Dillard, and was passed by a unanimous voice vote. The meeting was adjourned 8:35 p.m.

Respectfully submitted,
Sheila McGann, Village Clerk

VILLAGE OF PARK FOREST
Village Board Special Rules Meeting
September 19, 2011
Village Hall 6:00 p.m.

MINUTES

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

STAFF IN ATTENDANCE: Village Manager Tom Mick

RECORDER: Sheila McGann, Village Clerk

OTHERS IN ATTENDANCE: School District 163 Superintendent Dr. Joyce Carmine and members of the School Board

Members of the two Boards met to discuss items of mutual interest and to hear reports on various upcoming events.

Mayor Ostenburg asked for a motion to adjourn. Trustee Kopycinski moved to adjourn the meeting at 6:58 p.m. The motion was seconded by Trustee O'Neill; passed unanimously.

Respectfully submitted,

Sheila McGann
Recording Secretary.

VILLAGE OF PARK FOREST

**Village Board Regular Meeting
September 19, 2011
Village Hall 7:00 p.m.**

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee Bonita Dillard, Trustee Gary Kopycinski, Trustee Kenneth Kramer, Trustee Robert McCray (7:01p.m.), Trustee Georgia O'Neill

STAFF IN ATTENDANCE: Deputy Manager Mary Dankowski, Police Chief Clifford Butz, Fire Chief Robert Wilcox, Director of Recreation and Parks John Joyce, Director of Public Health Janise Ervin, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to Village Manager Denyse Carreras, Director of Public Works Ken Eyer, IT Coordinator Craig Kaufman

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: About 16 residents

Meeting was called to order at 7:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann. Mayor Ostenburg led the audience and the Board in the Pledge of Allegiance.

Reports of Village Officers

Mayor

Village Manager

Deputy Manager Dankowski commented on upcoming events and meetings.

Village Clerk

No Report

Reports of Commission Liaisons and Committee Chairpersons

Trustees reported on Commission meetings and other events.

Citizens Comments, Observations, Petitions

None

CONSENT:

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

1. **MOVED, that the Mayor and Board of Trustees approve the Minutes of the Saturday Rules Meeting of August 6, 2011, that Minutes of the Saturday Rules Meeting of August 20, 2011**
2. **MOVED, that the Mayor and Board of Trustees approve a Resolution Thanking Al Martinez for His Dedicated Service to the Village of Park Forest**
3. **MOVED, that the Mayor and Board of Trustees approve a Resolution Establishing a Sustainable Pest Control and Pesticide Reduction Policy**
4. **MOVED, that the Mayor and Board of Trustees approve a Resolution Authorizing the Initiation of Phase Two of the FRA Quiet Zone Assistance Project and the Submittal of a Notice of Intent to Establish a Full Quiet Zone at Western Avenue**
5. **MOVED, that the Mayor and Board of Trustees appoint David Atkins, 151 Main Street to fill a vacancy as Chairperson of the Senior Citizens Advisory Commission for a term to end December 31, 2011.**

MOVED, that the Mayor and Board of Trustees appoint Louise Smith, 3001 Western Avenue to fill a vacancy as Vice-Chairperson of the Senior Citizens Advisory Commission for a term to end December 31, 2011.

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

Ayes: 7
Nays: 0
Absent: 0

The consent agenda was adopted with seven (7) ayes, no (0) nays and no (0) absent.

DEBATABLE:

None

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

Mayor Ostenburg adjourned the rules meeting at 7:45 p.m.

Respectfully submitted, Sheila McGann, Village Clerk

VILLAGE OF PARK FOREST

Village Board Rules Meeting

October 3, 2011

Village Hall 7:00 p.m.

MINUTES

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

ABSENT: None

STAFF IN ATTENDANCE: Village Manager Tom Mick, Village Attorney Paul Stephanides, Police Chief Clifford Butz, Deputy Village Manager/Finance Director Mary Dankowski, Director of Recreation and Parks John Joyce, Director of Public Health Jenise Ervin, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Numerous staff and family members from the Police and Fire Departments.

Roll was called at 7:00 p.m. by Clerk McGann.

A Resolution by the Village of Park Forest Establishing a Sustainable Pest Control and Pesticide Reduction Policy

Manager Mick provided an introduction that was followed by details by Environment Commission Member Rosemary Piser. She noted that the Environment Commission has been working diligently over the past year toward the establishment of a Sustainable Pest Control and Pesticide Reduction Policy. The draft policy itself was highlighted. In particular, it was noted that policy would not be applicable to private property. Rather, it would mandate the reduction in pesticides that will apply to Village-use on Village-owned property and leased property only. This policy will be used to set an example to residents and businesses about reducing their pesticide use and/or follow the Village's example on looking into and using alternative means or methods. Questions were posed by the Village Board seeking clarification on the application of private property versus public property. Subsequent to Board discussion, Mayor John Ostenburg noted that this item would be on the agenda for action at an upcoming Regular Board Meeting.

Discussion of FRA Quiet Zone Assistance Project

Director Kingma began presentation of this item by noting that Village consultants have completed the first phase of the Quiet Zone Assistance Project and they are ready to present their preliminary findings to the Board of Trustees. The consultant's report was detailed describing the results of the analysis of the physical conditions at the Western Avenue railroad crossing, the likely mitigation improvements that will have to be implemented if a quiet zone is requested, the next steps in the FRA (Federal Railroad Administration) process if a quiet zone is requested, and input received from the public meeting held on July 12. With the July 12 public comment session, more than 30 Park Forest residents were in attendance. It was noted that any resident who left contact information at this session had been sent an email or a letter via mail notifying them of the Village Board's pending discussion of this item. Discussion ensued by the Village Board with the Mayor noting that this item would be on the agenda for action at the next Regular Board Meeting.

Presentation of Ethics and Conflicts of Interest

Manager Mick introduced this informational item by noting in 2003 the State adopted the Official and Employees Ethics Act. In 2004 Park Forest implemented an ordinance as required by this State Act. A refresher presentation ensued by Village Attorney Stephanides titled Ethics and Conflicts of Interest. Discussion ensued by the Mayor and Village Board.

Mayor Comments

Mayor Ostenburg report on various meetings he had attended over the preceding two weeks.

Village Manager's Comments

The Village Manger noted two upcoming Neighborhood Meetings, alerted the public to unidirectional hydrant flushing that is now underway and encouraged residents to participate in a community survey which is being disseminated online at the Village web site.

Village Trustee's Comments

Village Trustees reported on various activities attended and noted items of update related to Village's Boards and Commissions.

Village Attorney's Comments

No report.

Village Clerk

The Village Clerk administered Oaths of Office for newly promoted Police Corporal James Varga, Police Commander Mike Baugh, Deputy Police Chief Pete Green and Chief of Police Cliff Butz.

Audience to Visitors

None

Adjournment

This concluded the Board Rules Meeting.

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kramer, seconded by Trustee Kopycinski, and passed unanimously

Mayor Ostenburg adjourned the meeting at 7:59 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

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

Village Hall

7:00 p.m.

October 17, 2011

PRESENT: Mayor Ostenburg, Trustee Brandon, Trustee Dillard, Trustee Kopycinski, Trustee Kramer, Trustee McCray (7:04p.m.), Trustee O'Neill

ABSENT: None

ALSO PRESENT: Village Manager Thomas Mick; Finance Director Mary Dankowski; Village Clerk Sheila McGann; Village Attorney Paul Stephanides; Director of Public Works Kenneth Eyer; Commander Pete Green, Public Information Office Jason Miller, Fire Chief Robert Wilcox, Director of Recreation and Parks John Joyce, Director of Community Development Larrie Kerestes, Director of Economic Development Hildy Kingma

President Ostenburg called the meeting to order at 7:02 p.m. Roll Call was taken and a quorum established. President Ostenburg led the audience in the Pledge of Allegiance.

REPORTS OF VILLAGE OFFICERS

Village Mayor:

Mayor Ostenburg reported on meetings and events he had attended.

Village Manager:

Manager Mick commented on upcoming events.

Village Attorney:

No report.

Village Clerk:

No report.

REPORTS OF COMMISSION LIAISONS AND COMMITTEE CHAIRPERSONS

Trustees reported on various upcoming commission events and meetings.

CITIZENS' COMMENTS, OBSERVATIONS, PETITIONS

None

CONSENT AGENDA

Trustee Kramer moved and Trustee Dillard seconded that the Consent Agenda and each item contained therein be approved.

A Motion to Approve the Minutes of the Rules Meeting of December 6, 2010; the Minutes of the Regular Meeting of December 13, 2010; the Minutes of the Regular Meeting of February 21, 2011; the Minutes of the Special Rules/Workshop of February

28, 2011; the Minutes of the Regular Meeting of March 21, 2011; the Minutes of the Rules Meeting of May 2, 2011; the Minutes of the Special Regular Meeting of May 2, 2011; the Minutes of the Regular Meeting of May 16, 2011; the Minutes of the Rules Meeting of June 6, 2011; the Minutes of the Regular Meeting of June 20, 2011; the Minutes of the Rules Meeting of June 28, 2011; the Minutes of the Regular Meeting of June 28, 2011; the Minutes of the Regular Meeting of August 15, 2011; Saturday Rules Meeting of September 10, 2011 and the Minutes of the Saturday Rules Meeting of October 1, 2011

A Resolution to Support a Cook County Class 8 Tax Incentive for 2560 Western

A Resolution Authorizing the Temporary Use of a Construction Trailer as a Classroom for South Suburban College

A Resolution Establishing Trick-or-Treating Hours in the Village of Park Forest

A Resolution Celebrating National Hispanic Heritage Month

MOVED, that the Manager is authorized to contract for concrete and asphalt watermain break restoration with M&A Cement for additional concrete work at a total amount of \$20,035.85 plus 20% in contingency funds; and contract for additional asphalt work with Pavement Systems at a total the amount of \$30,697.00 plus 20% in contingency funds.

A Motion to Approve an Intergovernmental Master Agreement for State Maintained Traffic Signals on State Highways within the Village of Park Forest

Mayor Ostenburg asked if any Board members wanted to remove any item to the debatable for more discussion. Hearing none, a roll call vote was taken with the following results:

AYES: Trustees Brandon, Dillard, Kopycinski, Kramer, McCray, O'Neill,
Mayor Ostenburg
NAY: None
ABSENT: None

With seven (7) ayes and no (0) nays and no (0) absent the consent agenda is approved.

DEBATABLE AGENDA

None

There being no further business, Trustee Kramer moved, seconded by Trustee Brandon, that the meeting be adjourned. The motion was passed by a unanimous voice vote and the meeting adjourned at 8:04 p.m.

Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Rules Meeting

November 7, 2011

Village Hall 7:00 p.m.

MINUTES

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

ABSENT: Trustee Gary Kopycinski

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager Director Mary Dankowski, Assistant Finance Director Stephanie Rodas, Village Attorney Paul Stephanides, Police Chief Cliff Butz, Deputy Fire Chief Bruce Ziegler, Director of Community Development Larrie Kerestes, Director of Public Relations Jason Miller, Director of Economic Development and Planning Hildy Kingma, Assistant Director of Economic Development and Planning Sandra Zoellner, Assistant to the Village Manager Denyse Carreras, Director of Public Works Ken Eyer, Director of the Health Department Jenise Ervin

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE:

Meeting was called to order at 7:03 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Residential Electronics Pickup Service

Manager Mick reported that effective January 1, 2012, State of Illinois law will prohibit the deposit of electronics equipment in landfills. As a result, various drop off and pick up programs have been established. One such program is offered by Will County, which has contracted Vintage Tech, an electronics recycler, to offer a home collection service. Items under this program that will be picked up include such items as computers, monitors, computer parts, printers, scanners fax machines, televisions, telephone/cell phones, digital clocks, microwave ovens, digital cameras to name a few. While the program is sponsored by Will County, it will be offered to all Park Forest residents regardless of which county they live in. Residents can call or go online to fill out a pick-up request form. A couple of caveats with the program include that pickups will not be done for more than 10 items and the pickup must include at least one computer or one large item.

Representatives from Will County and Vintage Tech were on hand and presented details on the pick-up program.

This was an information item only.

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

Manager Mick reviewed the history of this sales agreement; 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.

Hildy Kingman noted that in August 2011, D.E.N.T., LLC exercised their option to purchase the property. The 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).

Manager Mick added that the real estate sales agreement had been prepared by the Village Attorney.

There was general discussion on the elements of the agreement and this item will be on the next Regular Meeting for approval.

Request for Approval of a Resolution to Support a Cook County Class 8 Tax Incentive for 80 North Street

Ms. Kingma explained that 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.

Ms. Kingma said 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

With no further discussion, this item will be on the next regular meeting.

A Resolution Adopting Strategic Planning Goals for Fiscal Year 2012/2013

Mayor Ostenburg noted that 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 Norman Maclean, titled *Young Men & Fire*. A continuation of this leadership dialogue will continue amongst the Board with its Rules meeting on Saturday, December 3 pending the turnout of residents to discuss any other issues of concern.

Mayor Ostenburg said 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, a resolution establishing the Board's goals for fiscal year 2012-2013 was created. He noted that the upcoming fiscal year is developed around these goals. The goals are:

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.

With no further discussion, this item will be on the next regular meeting agenda for approval.

Park Forest Aqua Center Operational Details 2012 Season

Director of Recreation and Parks, John Joyce said that 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. He added that the 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.

Manager Mick added that 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. He noted that some of the changes were: 1) continue daily fee plan with an increase to \$12 at Noon and \$6 after 5PM and a commitment to enlist the help of the Police Department in establishing customer standards and expectations; 2) 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; 3) discontinue the resident/non-resident differential in fees; 4) enlist the help of the Public Information staff in marketing the Aqua Center in 2012, especially beyond past members and Park Forest residents.

There was general discussion and this item will be on the next regular agenda for approval.

Contract Award for the Purchase of a Utility Tractor with Accessories

Mayor Ostenburg called on Manager Mick to outline this item. Manager Mick reported that the Department of Public Works had 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.

Public Works staff 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.

There was general discussion of the disposal of the old vehicle and the related equipment. This item will be on the next regular meeting agenda for approval.

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)

Manager Mick called on Finance Director Mary Dankowski to report this item. Ms. Dankowski noted that in the 2012 census the Village lost population of 1,487, which equates to a loss in

revenue from income tax, use tax and motor fuel tax. In an effort to recover some of that lost revenue, a review of vehicle sticker rates was conducted.

Assistant Finance Director Stephanie Rodas outlined her research on the Village's vehicle license ordinance and the animal license ordinance for various components including Board initiatives related to financial and environmental sustainability.

The categories reviewed in other communities in the Chicagoland area included rates charged for stickers, type of categories, discounts and any other charges.

As a result the proposed amendments to the existing ordinance would be: 1) as per fiscal policy a regular review of fees should be done; the last increase was in 2004 and it is proposed that vehicle sticker fees be increased; 2) incorporate the Board's desire to support green initiatives. The amendment proposed to extend a fee waiver to totally electric or battery powered vehicles. In addition, there would be an increase in the fee to transfer and replacement of sticker processing from \$1 to \$5. Ms Rodas explained that the categories of rates would be simplified and the steps in late fees would be simplified and a delinquent date created to pursue violators.

Ms Rodas said the new vehicle sticker rates would be \$50 for passenger vehicles, \$75 for trucks over 8,000 lbs, \$25 for school district, religious, senior or disabled drivers. There would be no increase for motorcycles and electric vehicles currently are \$40, would not be charged a fee.

In addition, animal licenses would not be increased and late fees would be increased.

There was general discussion of the proposed changes. This item will be on the next regular meeting agenda for first reading.

An Ordinance Authorizing the Acquisition of 235 Allegheny Street

Mayor Ostenburg introduced this item and Manager Mick called on Director of Economic Development and Planning Hildy Kingma to give details.

Ms Kingma reported that 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. Because this is a HUD-owned, 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.

There was general discussion of the purchase and demolition. This item will be on the next regular meeting agenda for first reading.

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.

Manager Mick reported that 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.

Mr. Mick added that 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.

Manager Mick shared various charts with details dating back to 2007 to illustrate the trends of revenues and expense as relates to the Village's membership in SouthCom. 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.

Mayor Ostenburg noted that 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.

Mayor Ostenburg said that 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.

Manager Mick added that 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.

Manager Mick said that January 3, 2012 is 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.

The Board discussed the referendum and adopting the ordinance in time for the March election. With no further discussion, this item will be on the next regular meeting for first reading.

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

Manager Mick said that 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. 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 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.

Manager Mick said that 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.

Manager Mick added that 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.

He noted that 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.

Mayor Ostenburg said that 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.

Manager Mick said that 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. Mayor Ostenburg added that 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.

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. Manager Mick said that 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.

Following general discussion and details about opting out, this item will be on the next regular agenda for first reading.

Mayors Comments

None

Trustee Comments

None

Manager Comments

Manager Mick expressed condolences on behalf of the Mayor, Board of Trustees and entire Village Staff to Kathy and Bob Fisher on the loss of their daughter Stephanie, who perished in an auto accident early this morning in Matteson. Manager Mick commented on other upcoming events and noted that Village Hall will be closed on Friday, November 11 in recognition of Veterans Day.

Audience to Visitors

None

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

The meeting was adjourned at 8:45 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

**Village Board Rules Meeting
December 5, 2011
Village Hall 7:00 p.m.**

MINUTES

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

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Paul Stephanides, Police Chief Cliff Butz, Fire Chief Robert Wilcox, Director of Recreation and Parks John Joyce, Director of Public Relations Jason Miller, Health Department Director Jenise Ervin; Director of Community Development Lawrence Kerestes, Assistant to the Village Manager Denyse Carreras, Assistant Public Works Director Roderick Ysaguirre

RECORDER: Village Clerk Sheila McGann

PUBLIC HEARING

Ordinance Levying Taxes 2011-2012

The Public Hearing was called to order at 7:00 p.m. by Mayor Ostenburg who asked if any one would like to address the Board regarding the 2011-2012 tax levy.

None

Mayor Ostenburg asked three times if anyone else wished to address the Board regarding the tax levy ordinance for fiscal year 2011-2012. Hearing none, Mayor Ostenburg closed the hearing for the 2011/2012 tax levy at 7:07 p.m.

Roll Call

Rules Meeting was called to order at 7:07 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

1. 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 (Tax Levy Ordinance)

Manager Mick called on Finance Director Mary Dankowski to review the proposed tax levy.

Ms. Dankowski said that 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 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.

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.

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

She noted that 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.

Ms. Dankowski reported that the Village pays a designated percentage of salary for retirement benefits. The Illinois Municipal Retirement Fund determines this percentage. 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.

Finance Director Dankowski continued that the Village also maintains a fund balance for FICA. Both IMRF and FICA fund balances were favorably impacted by hiring delays.

The levy amount for the Police and Fire pensions are actuarially determined. Police and Fire pension benefit from 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.

Ms. Dankowski said 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%. Ms. Dankowski reviewed a summary for the pension funds.

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%. The proposed increase for 2011 is 3.4%. 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.

There was general discussion of this item. This item will be on the next regular agenda for final reading.

2. 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)

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. Ms. Dankowski reviewed the debt service for the General Fund, Aqua Center Fund, TIF Fund, Water Fund and Sewer Fund.

Ms. Dankowski said the 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.

After some general discussion, this item will be on the next regular agenda for final reading.

3. An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property at 211 Mantua

Mayor Ostenburg said that 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.

Manager Mick said that 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.

He continued saying that 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.

Manager Mick said the proposed ordinance 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.

Manager Mick said that 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 ordinance makes it clear that the Village is taking title by deed in lieu of foreclosure.

After a brief discussion, this item will be on the next regular agenda for final reading.

4. A Resolution Authorizing the Execution of a Service Provider Agreement to Engage in Public Transportation Services with PACE

Mayor Ostenburg said that the attached resolution authorizes the approval of the Paratransit Service Provider Agreement between the Village of Park Forest and PACE for calendar year 2012. He said this is the agreement under which the Village leases vehicles at no cost and receives an operating subsidy for the Jolly Trolley bus service.

Manager Mick noted that the Board had a copy of the agreement and added that Exhibit A shows financial projections for the operation of the service for calendar year 2012. These projections are based on projected ridership, vehicle hours of operation and per hour operating costs.

The Village Attorney will provide a written legal opinion on the agreement as required by PACE.

Following discussion, this item will be on the next regular agenda for approval.

5. A Resolution Adopting the Holiday and Meeting Schedule for the Calendar Year 2012

Mayor Ostenburg reported that a Village Board Meeting calendar for 2012 has been proposed. The calendar includes dates for Board Rules Meetings, Regular Board Meetings and Saturday Morning Rules Meetings along with holidays in which Village Hall is closed. The calendar also sets forth a relaxed meeting schedule for the months of July, August and December when the Board will only meet on two Mondays in each of

these months. The July/August meetings are on the 2nd and 3rd Mondays of these months while December meetings have historically been on the first and second Mondays of the month.

Following discussion, this item will be on the next regular agenda for approval.

6. Approval of a Resolution to Appropriate and Expend \$28,650 dollars from the Village's Allotment of Motor Fuel Tax Funds for the Costs Associated with Right of Way Acquisitions Needed for the Reconstruction of Orchard Drive

Mayor Ostenburg noted that during the Preliminary and Design Phases for this project, the Village was made aware that portions of private property will need to be purchased and established as permanent easements in order to construct and/or maintain the necessary geometric and public utility improvements at specific intersections along Orchard Drive. Manager Mick reported that on May 16, the Village Board approved a Resolution Authorizing the Village Manager to Acquire Property Interests for the Reconstruction of Orchard Drive. Negotiations are now completed and the total Village cost to acquire all the permanent easements necessary total \$28,650 dollars. The proposed resolution is for the approval to appropriate and utilize Motor Fuel Tax funds for the purchase of these properties.

There was general discussion and this item will be on the next regular agenda for approval.

Mayor's Comments

None

Manager's Comments

Manager Mick commented on upcoming events and reminded the Board of a Special Rules Meeting on December 6 with the Plan Commission and an update on the Homes for a Changing Region Study.

Trustee's Comments

None

Attorney's Comments

No report

Audience to Visitors

None

Adjournment

Motion was made by Trustee Kramer, seconded by Trustee Dillard, and was passed by a unanimous voice vote. The meeting was adjourned at 9:34 p.m.

Respectfully submitted,
Sheila McGann, Village Clerk

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

Village Hall

7:00 p.m.

December 12, 2011

PRESENT: Mayor Ostenburg, Trustee Brandon, Trustee Dillard, Trustee
Kopycinski, Trustee Kramer, Trustee McCray (7:04p.m.), Trustee
O'Neill

ABSENT: None

ALSO PRESENT: Village Manager Thomas Mick; Finance Director Mary Dankowski;;
Village Clerk Sheila McGann; Village Attorney Paul Stephanides;
Director of Public Works Kenneth Eyer; Police Chief Cliff Butz,
Public Information Office Jason Miller, Fire Chief Robert Wilcox,
Director of Recreation and Parks John Joyce, Director of Community
Development Larrie Kerestes, Director of Economic Development
Hildy Kingma, Assistant Director of Economic Development Sandra
Zoellner

President Ostenburg called the meeting to order at 7:02 p.m. Roll Call was taken and a quorum established. President Ostenburg led the audience in the Pledge of Allegiance.

APPROVAL OF MINUTES

Trustee Kramer moved and Trustee Dillard seconded that the Minutes of the Rules Meeting of August 8, 2011, the Minutes of the Rules meeting of November 21, 2011 and the Minutes of the Saturday Rules Meeting of December 3, 2011 be approved. The motion was approved by a unanimous voice vote and the Minutes were approved as duplicated.

REPORTS OF VILLAGE OFFICERS

Village Mayor: No Report

Village Manager: Village Manager Mick announced upcoming Village events. Manager Mick introduced Ed Fizer, a member of the Montford Marines, who was recently awarded the Congressional Gold Medal.

Manager Mick also recognized Jim McDannell of Lifetime Muffler, who was selected as 2011 Business Person of the Year.

Toni Eberhardt from ComEd was present to update the Board on upgrades to the electrical service grid in Park Forest in 2012.

Village Attorney: No report.

Village Clerk: No report.

REPORTS OF COMMISSION LIAISONS AND COMMITTEE CHAIRPERSONS

None

CITIZENS' COMMENTS, OBSERVATIONS, PETITIONS

None

CONSENT AGENDA

Trustee Kramer moved and Trustee Dillard seconded that the Consent Agenda and each item contained therein be approved.

Mayor Ostenburg read the items to be approved:

1. A Motion to Approve the Minutes of the Rules Meeting of August 8, 2011, the Minutes of the Rules Meeting of November 21, 2011 and the Minutes of the Saturday Rules Meeting of December 3, 2011
2. A Resolution Authorizing the Execution of a Service Provider Agreement to Engage in Public Transportation Services with PACE
3. A Resolution Adopting the Holiday and Meeting Schedule for the Calendar Year 2012
4. A Resolution to Appropriate and Expend \$28,650 dollars from the Village's Allotment of Motor Fuel Tax Funds for the Costs Associated with Right of Way Acquisitions Needed for the Reconstruction of Orchard Drive
5. A Resolution Authorizing the Sale by Public Auction of Personal Property Owned by the Village of Park Forest.

A roll call vote was taken with the following results:

- AYES: Trustees Brandon, Dillard, Kopycinski, Kramer, McCray, O'Neill,
Mayor Ostenburg
- NAY: None
- ABSENT: None

With seven (7) ayes and no (0) nays and no (0) absent the consent agenda is approved.

DEBATABLE AGENDA

6. **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 (Tax Levy Ordinance) (Final Reading).**

Mayor Ostenburg said this item had been discussed at the Rules Meeting and asked if there were any question. Hearing none, a roll call vote was taken on the ordinance with the following results:

AYES: Trustees Brandon, Dillard, Kopycinski, Kramer, McCray, O'Neill, Mayor Ostenburg

NAYS: None

ABSENT: None

With seven (7) ayes and no (0) nays and no (0) absent the ordinance is adopted.

7. 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) (Final Reading)

Mayor Ostenburg said this item had been discussed at the Rules Meeting and asked if there were any question. Hearing none, a roll call vote was taken on the ordinance with the following results:

AYES: Trustees Brandon, Dillard, Kopycinski, Kramer, McCray, O'Neill, Mayor Ostenburg

NAYS: None

ABSENT: None

With seven (7) ayes and no (0) nays and no (0) absent the ordinance is adopted.

8. An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property at 211 Mantua (Final Reading).

Mayor Ostenburg said this item had been discussed at the Rules Meeting and asked if there were any question. Hearing none, a roll call vote was taken on the ordinance with the following results:

AYES: Trustees Brandon, Dillard, Kopycinski, Kramer, McCray, O'Neill, Mayor Ostenburg

NAYS: None

ABSENT: None

With seven (7) ayes and no (0) nays, no (0) absent, the ordinance is adopted.

There being no further business, Trustee Kramer moved, seconded by Trustee Brandon, that the meeting be adjourned. The motion was passed by a unanimous voice vote and the meeting adjourned at 8:04 p.m.

Sheila McGann, Village Clerk

Ms. Dankowski said that 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 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.

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.

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

She noted that 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.

Ms. Dankowski reported that the Village pays a designated percentage of salary for retirement benefits. The Illinois Municipal Retirement Fund determines this percentage. 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.

Finance Director Dankowski continued that the Village also maintains a fund balance for FICA. Both IMRF and FICA fund balances were favorably impacted by hiring delays.

The levy amount for the Police and Fire pensions are actuarially determined. Police and Fire pension benefit from 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.

Ms. Dankowski said 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%. Ms. Dankowski reviewed a summary for the pension funds.

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%. The proposed increase for 2011 is 3.4%. 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.

There was general discussion of this item. This item will be on the next regular agenda for final reading.

2. 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)

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. Ms. Dankowski reviewed the debt service for the General Fund, Aqua Center Fund, TIF Fund, Water Fund and Sewer Fund.

Ms. Dankowski said the 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.

After some general discussion, this item will be on the next regular agenda for final reading.

3. An Ordinance Authorizing Acceptance of a Deed in Lieu of Foreclosure for the Property at 211 Mantua

Mayor Ostenburg said that 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.

Manager Mick said that 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.

He continued saying that 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.

Manager Mick said the proposed ordinance 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.

Manager Mick said that 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 ordinance makes it clear that the Village is taking title by deed in lieu of foreclosure.

After a brief discussion, this item will be on the next regular agenda for final reading.

4. A Resolution Authorizing the Execution of a Service Provider Agreement to Engage in Public Transportation Services with PACE

Mayor Ostenburg said that the attached resolution authorizes the approval of the Paratransit Service Provider Agreement between the Village of Park Forest and PACE for calendar year 2012. He said this is the agreement under which the Village leases vehicles at no cost and receives an operating subsidy for the Jolly Trolley bus service.

Manager Mick noted that the Board had a copy of the agreement and added that Exhibit A shows financial projections for the operation of the service for calendar year 2012. These projections are based on projected ridership, vehicle hours of operation and per hour operating costs.

The Village Attorney will provide a written legal opinion on the agreement as required by PACE.

Following discussion, this item will be on the next regular agenda for approval.

5. A Resolution Adopting the Holiday and Meeting Schedule for the Calendar Year 2012

Mayor Ostenburg reported that a Village Board Meeting calendar for 2012 has been proposed. The calendar includes dates for Board Rules Meetings, Regular Board Meetings and Saturday Morning Rules Meetings along with holidays in which Village Hall is closed. The calendar also sets forth a relaxed meeting schedule for the months of July, August and December when the Board will only meet on two Mondays in each of

these months. The July/August meetings are on the 2nd and 3rd Mondays of these months while December meetings have historically been on the first and second Mondays of the month.

Following discussion, this item will be on the next regular agenda for approval.

6. Approval of a Resolution to Appropriate and Expend \$28,650 dollars from the Village's Allotment of Motor Fuel Tax Funds for the Costs Associated with Right of Way Acquisitions Needed for the Reconstruction of Orchard Drive

Mayor Ostenburg noted that during the Preliminary and Design Phases for this project, the Village was made aware that portions of private property will need to be purchased and established as permanent easements in order to construct and/or maintain the necessary geometric and public utility improvements at specific intersections along Orchard Drive. Manager Mick reported that on May 16, the Village Board approved a Resolution Authorizing the Village Manager to Acquire Property Interests for the Reconstruction of Orchard Drive. Negotiations are now completed and the total Village cost to acquire all the permanent easements necessary total \$28,650 dollars. The proposed resolution is for the approval to appropriate and utilize Motor Fuel Tax funds for the purchase of these properties.

There was general discussion and this item will be on the next regular agenda for approval.

Mayor's Comments

None

Manager's Comments

Manager Mick commented on upcoming events and reminded the Board of a Special Rules Meeting on December 6 with the Plan Commission and an update on the Homes for a Changing Region Study.

Trustee's Comments

None

Attorney's Comments

No report

Audience to Visitors

None

Adjournment

Motion was made by Trustee Kramer, seconded by Trustee Dillard, and was passed by a unanimous voice vote. The meeting was adjourned at 9:34 p.m.

Respectfully submitted,
Sheila McGann, Village Clerk