AGENDA

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

Village Hall 7:00 p.m. August 20, 2012

Roll Call

1. An Engineering Service Agreement for Property Demolition
2. An Engineering Service Agreement for USEPA Sewer Repair Grant

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
REGULAR MEETING OF THE BOARD OF TRUSTEES
PARK FOREST, IL

Village Hall 7:00 p.m. August 20, 2012

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor
Village Manager
Village Attorney
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: A Motion to Approve the Minutes of from the Rules Meeting on January 3, 2012, the Regular Meeting on January 17, 2012, the Rules Meeting on February 6, 2012, the Regular Meeting on February 20, 2012, the Rules Meeting on February 27, 2012, the Regular Meeting on February 27, 2012, the Regular Meeting on March 19, 2012, the Rules Meeting on April 2, 2012, the Regular Meeting on April 16, 2012, the Rules Meeting on April 23, 2012, the Regular Meeting on April 23, 2012, the Rules Meeting on May 7, 2012, the Regular Meeting on May 14, 2012, the Rules Meeting on Monday, June 4, 2012, the Special Regular Meeting on June 4, 2012, the Rules Meeting on June 25, 2012 and the Regular Meeting on June 25, 2012 and the Saturday Rules Meeting on August 4, 2012

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

3. Resolution: Resolution to Authorize Execution of an Engineering Services Agreement with Baxter & Woodman, Inc. for services related to a Cook County NSP Grant

4. Motion: A Motion to Authorize the Manager to Purchase a Snow Fighter Vehicle from Prairie/Archway International Trucks, Incorporated not to exceed $114,753

5. Motion: A Motion to Authorize the Manager to purchase a Ford F550 truck chassis with body from Currie Motors Fleet not to exceed the amount of $60,647 (Vehicle Service Fund)

6. Motion: A Motion to Enter into an Engineering Service Agreement with Baxter & Woodman for Sanitary Sewer Improvements relating to the USEPA SAP Grant

7. Appointments:

DEBATABLE:

5. Ordinance: An Ordinance Authorizing the Acquisition of 265 Arrowhead Street (Final Reading)

6. Ordinance: An Ordinance providing for the issuance of one or more series of General Obligation Refunding Bonds of the Village of Park Forest, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders and escrow agreements in connection therewith, and providing for the levy and collection of a direct annual tax and the pledge of certain incremental tax revenues for the payment of the principal of and interest on certain of said bonds (General Obligation Refunding Bonds 2012A for $1,585,000 and 2012 B for $2,635,000 refunding Series 2001.) (First Reading)

7. Ordinance: An Ordinance revising Chapter 118 (Zoning), Section 118-153 and 118-154, pertaining to Principal Uses permitted in the C-1 and C-2, Commercial Zoning Districts (First Reading)

Adjournment

Executive Session

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

AGENDA BRIEFING

DATE: August 16, 2012

TO: Mayor Ostenburg
Board of Trustees

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

RE: Resolution to Authorize Execution of an Engineering Services Agreement with Baxter & Woodman, Inc. for services related to a Cook County NSP Grant

BACKGROUND/DISCUSSION:
The Village has received a $1,550,000 grant from the Cook County Neighborhood Stabilization Program (NSP) for the demolition of vacant, blighted commercial and residential structures. 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. Use of these funds is contingent on substantial completion of the project by February 28, 2013.

The attached Engineering Services Agreement provides for Baxter & Woodman, Inc. to prepare the demolition specifications for the demolition of the four commercial buildings, assist the Village through the bidding process, and provide construction engineering services during the demolition process. The cost of the initial engineering services, through bid opening, will not exceed $156,000. The cost for construction engineering services will not exceed $85,700. Because of the need to expedite this project in order to meet the grant deadlines, the Village was not able to procure these services through a formal request for qualifications process. Therefore, the NSP grant will not pay for the services. The Village's share of funding for this project will come from fund balance reserve or from anticipated revenue sources such as property sales in the Downtown or Business Park, or the receipt of escrowed funds related to another commercial development property (Norwood) in the community.

The approval Resolution authorizes the Village Manager to execute an Agreement in "substantially the form attached", provided it is approved by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Special Rules and Regular Meetings of August 20, 2012.

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2012, between the Village of Park Forest, an Illinois municipal corporation (hereinafter referred to as the "Village"), and Baxter & Woodman, Inc. Consulting Engineers (hereinafter referred to as the "Consultant").

RECITALS

WHEREAS, the Village intends to have professional engineering services performed by the Consultant for the Commercial Building Demolition at Four (4) Sites (hereinafter referred to as the "Project") pursuant to the "Project Description," attached hereto and incorporated herein as Exhibit A, and Consultant's "Scope of Services," attached hereto and incorporated herein as Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. SERVICES OF THE CONSULTANT.

1.1. The Project consists of professional engineering, as more completely described in Exhibit A, attached hereto. After written authorization by the Village, the Consultant shall provide professional engineering services for the Project. These services shall include serving as the Village's representative in all phases of the Project, providing consultation and advice, and furnishing customary engineering services, as set forth in Exhibit B, attached hereto.

2. COMPENSATION FOR SERVICES.

2.1. The Village shall compensate the Consultant for the professional services set forth in Exhibit B as follows:

2.1.1. The Consultant's fee for the professional engineering services set forth in Exhibit B is based upon Consultant's standard hourly billing rates for actual work time performed plus reimbursement for out-of-pocket expenses, including travel.

2.1.2. The Consultant's cost for the design engineering services described in Exhibit B Sections 1 through 13 shall not exceed $156,000. The Consultant's cost for the construction engineering services described in Exhibit B Sections 14 through 22 shall not exceed $85,700.

2.1.3. The Consultant's fee for the construction-related services described in Exhibit B Section 23 is not included in this Agreement and shall be negotiated between these parties and this Agreement amended accordingly prior to the commencement of said services.

2.2. The Consultant may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* The Consultant may, after giving seven (7) days written notice to the Village, suspend services under this Agreement until the Consultant has been paid in full all amounts due for services under this Agreement until the Consultant has been paid in full all amounts due for services, expenses, and late payments charges as provided in the Local Government Prompt Payment Act.

2.3. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the Consultant. If such changes cause an increase or decrease in the Consultant's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

3. TERMINATION.

3.1. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice pursuant to Section 14 below of its intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

3.2. If this Agreement is terminated by either party, the Consultant shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

4. INDEMNIFICATION.

4.1. The Consultant shall hold harmless and indemnify the Village and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the Consultant's negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the Village or other consultants, contractors or subcontractors working for the Village, or their officers, agents and employees.

4.2. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Consultant and the Village they shall be borne by each party in proportion to its negligence.

4.3. The Village acknowledges that the Consultant is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party

to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

4.4. The Village and the Consultant agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

5. INSURANCE.

5.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the contract, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least B+9, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left."

5.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Comprehensive General Liability:**

i. Coverage to include Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	$2,000,000.00
Each Occurrence	$1,000,000.00
Personal Injury	$1,000,000.00

iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's indemnification obligations under this Agreement.

(B) **Professional Liability:**

i. Per Claim Aggregate	$5,000,000.00
ii. Per Project Aggregate	$5,000,000.00

iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement.

(C) **Workmen's Compensation:**

i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide Workmen's Compensation Insurance. In case employees engaged in hazardous work under this Agreement at the site of the project are not protected under Workmen's Compensation statute, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	$1,000,000.00

(E) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	$5,000,000.00

(F) **The Village shall be named as an additional insured on all insurance policies except Workmen's Compensation and Professional Liability.**

5.3. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the Consultant and its officers, directors, employees, agents, and any of them, to the Village and anyone claiming by, through or under the Village, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of the Consultant or its officers, directors, employees, agents or any of them, hereafter referred to as the "Village's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the Consultant by its insurers in settlement or satisfaction of the Village's Claims under the terms and conditions of the Consultant's insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

5.4. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6. SUCCESSORS AND ASSIGNS.

6.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants off this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

7. FORCE MAJEURE.

7.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

8. AMENDMENTS AND MODIFICATIONS.

8.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

9. STANDARD OF CARE.

9.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other professional services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

9.2. The Consultant shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's professional services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one year of completion of the Consultant's services.

9.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

9.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10. SAVINGS CLAUSE.

10.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

11. NON-WAIVER OF RIGHTS.

11.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

11.2. This Agreement shall not prohibit the Consultant from providing engineering services to any other public or private entity or person. In the event that the Consultant provides services to a public or private entity or person, the Village, at its sole discretion, may determine that such services conflict with a service to be provided to the Village by Consultant, and the Village may select another civil engineer and/or land surveyor to provide such services as the Village deems appropriate.

12. ENTIRE AGREEMENT.

12.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

13. GOVERNING LAW.

13.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

14. NOTICE.

14.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:	If to the Consultant:
Village Manager Village of Park Forest 350 Victory Drive Park Forest, Illinois 60466 Fax: (708) 503-8560	Steve A. Larson, P.E. Baxter & Woodman, Inc. 8840 W. 192nd Street Mokena, Illinois 60448 Fax: (708) 478-2090

14.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

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

15. DRAWINGS, DOCUMENTS AND BOOKS, AND RECORDS.

15.1. All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the Consultant pursuant to this Agreement are instruments of serve in respect to the Project, and the Consultant shall retain the right of reuse of said documents and electronic media by and at the discretion of the Consultant whether or not the Project is completed. Reproducible copies of the Consultant's documents and electronic media for information and reference in connection with the use and occupancy of the Project by the Village and others shall be delivered to and become the property of the Village upon request; however, the Consultant's documents and electronic media are not intended or represented to be suitable for reuse by the Village or others on additions or extensions of the Project, or on any other project. Any such reuse without verification or adaptation by the Consultant for the specific purpose intended will be at the Village's sole risk and without liability or legal exposure to the Consultant, and the Village shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the Consultant's documents and electronic media will entitle the Consultant to claim and receive additional compensation from the Village. Electronic media are furnished without guarantee of compatibility with the Village's software or hardware, and the Consultant's sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

15.2. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and

supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

16. BINDING AUTHORITY.

16.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

17. HEADINGS AND TITLES.

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

18. COUNTERPARTS.

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

19. EFFECTIVE DATE.

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

20. AUTHORIZATIONS.

20.1 The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

21. EQUAL OPPORTUNITY EMPLOYER.

21.1. The Consultant is an equal opportunity employer and herby incorporates the requirements of (44 Ill. Adm. Code 750 APPENDIX A) if applicable.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF PARK FOREST

By: Thomas Mick
Its: Village Manager

Dated: _____

BAXTER & WOODMAN, INC.

By: Steve A. Larson, P.E.
Its: President/CEO

Dated: August 15, 2012

ATTEST

By: Sheila McGann
Is: Village Clerk

Dated: _____

ATTEST

By: Robyn D. Krotz
Its: Deputy Secretary

Dated: August 15, 2012

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BAXTER & WOODMAN

VILLAGE OF PARK FOREST, ILLINOIS
COMMERCIAL BUILDING DEMOLITION AT FOUR (4) SITES
DESIGN AND CONSTRUCTION SERVICES

EXHIBIT A

PROJECT DESCRIPTION

The Village needs to demolish and remove existing commercial buildings and site improvements at four (4) sites for future redevelopment of the properties. The commercial building at the 3200 Lincoln Highway site is a 16,000 square foot, vacant, former car dealership on a 2.4 acre parcel of property. Commercial buildings on the Norwood Square Shopping Center site located at 100-800 Norwood Drive/Western Avenue include a 10,000 square foot storage building to remain and 129,000 square foot, vacant shopping center on a 14 acre parcel. The commercial building at the 320 Wildwood site is a 14,000 square foot, vacant, former elementary school on a 2.7 acre parcel of property. The commercial building at the 350 Main Street site is a 10,000 square foot, vacant, commercial building with a basement.

Environmental Site Assessment reports completed previously for two (2) sites did not include asbestos inspections and surveys. Our scope excludes completion of additional Environmental Site Assessment reports except asbestos inspections and surveys necessary for completion of the State of Illinois Demolition/Renovation Notification form and submittal to the Illinois Department of Public Health (IDPH), Illinois Environmental Protection Agency (IEPA) and Cook County required for demolition of buildings.

The Project consists of removal and disposal of asbestos containing materials as required at all buildings; demolition of above grade structures and foundations to a depth of 5-feet below grade; filling void spaces from structure demolition with compacted granular material; selective demolition of above grade site improvements, driveway and parking lot pavements, installation of new lighting, repair of access drive pavement and restoration of non-paved areas with topsoil, seed and straw.

VILLAGE OF PARK FOREST, ILLINOIS
COMMERCIAL BUILDING DEMOLITION AT FOUR (4) SITES
DESIGN AND CONSTRUCTION SERVICES

EXHIBIT B

SCOPE OF SERVICES

DESIGN ENGINEERING SERVICES

1. PROJECT ADMINISTRATION

   A. Confer with the Village's Director of Economic Development and Planning, and her staff, from time to time, to clarify and define the general scope, extent and character of the Project.

   B. Plan, schedule and control the activities that must be performed to complete the Project. These activities include, but are not limited to, budget, schedule, and scope.

   C. Conduct up to three (3) meetings with Village staff at initiation, preliminary and final design stages of the Project.

2. DATA COLLECTION (ALL SITES)

   A. Collect and reproduce copies of available original construction record documents from the Village for use on the Project.

   B. Obtain copies of geospatial data and maps for sites from Cook County Government, Department of Geographic Information Systems to develop base sheets for site grading project plan drawings.

   C. Perform partial topographic survey within Project limits to verify GIS locations of features, utilities, and grades at critical locations only.

3. STORM SEWER INVESTIGATION (LINCOLN HIGHWAY AND NORWOOD SQUARE SHOPPING CENTER SITES)

   A. Perform visual inspection from ground level to verify condition of storm sewer manholes, frames and grates. Identify apparent locations where additional internal closed circuit television inspection is necessary to verify condition of storm sewer pipe to remain in place. The Scope of Services excludes confined space entry.

   B. Employ a subconsultant to clean and complete internal closed circuit television inspection for storm sewers suspected to be in poor and/or damaged condition. Review television inspection tapes and logs to assess condition for removal and/or replacement. The Consultant's cost for engineering design services excludes employment of a subconsultant to perform closed circuit television inspection.

4. PRE-DEMOLITION ASBESTOS INSPECTION (ALL SITES)

A. Employ a subconsultant to complete National Emissions Standards for Hazardous Air Pollutants (NESHAP) pre-demolition asbestos inspection.

B. Provide inspection by an Illinois Environmental Protection Agency (IEPA) licensed asbestos inspector to identify all suspect asbestos containing materials (ACMs). Categorize suspect ACMs into homogeneous sampling areas in accordance with the Environmental Protection Agency (EPA) and IEPA rules and regulations.

C. Collect and analyze samples in accordance with local, state and federal rules and regulations. Analyze all samples by Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM) for asbestos content.

D. Prepare a report identifying asbestos containing materials and their friability for each location. Include report in the Project Manual for bidders' information with data necessary to complete State of Illinois Demolition/Renovation Notification form for submittal to the Illinois Department of Public Health (IDPH), IEPA and Cook County.

E. The Village will facilitate access to all buildings within three (3) days notice to complete pre-demolition asbestos inspection within fourteen (14) days and maintain Project schedule.

F. Pre-demolition asbestos inspection subconsultant fee is included in our Consultant's cost for the engineering design services.

5. DETAILED DESIGN (3200 LINCOLN HIGHWAY SITE)

A. Develop site plan showing existing natural and manmade features, utilities, and grades based on geospatial data and maps, construction record drawings and critical location site survey. Incorporate locations of structures and site features to be demolished, final grading and site restoration on site plan.

B. Specify structure demolition including:
   (1) Removal and disposal of asbestos containing materials identified during pre-demolition inspection.
   (2) Demolition and removal of above ground structures and slabs-on-grade.
   (3) Demolition and removal of below grade slabs, foundations, and footings to a depth of 5 feet below proposed grade.
   (4) Breaking up of concrete slabs more than 5 feet below grade to permit drainage.
   (5) Recycling and/or disposal of demolition debris.
   (6) Backfilling and/or filling void spaces from structure demolition with compacted granular material.

C. Specify site demolition and restoration including:
   (1) Disconnection, capping and/or plugging of utilities and services not required for existing facilities to remain.
   (2) Demolition and removal of pavement, sidewalks, lighting, signage, foundations and miscellaneous site improvements.
   (3) Recycling and/or disposal of demolition debris.
   (4) Restore disturbed areas within limits of construction with topsoil, seed and straw.

6. DETAILED DESIGN (NORWOOD SQUARE SHOPPING CENTER SITE)

A. Develop site plan showing existing natural and manmade features, utilities, and grades based on geospatial data and maps, construction record drawings and critical location site survey. Incorporate locations of structures and site features to be demolished, final grading, and site restoration on site plan.

B. Specify structure demolition including:
   (1) Removal and disposal of asbestos containing materials identified during pre-demolition inspection.
   (2) Demolition and removal of above ground structures and slabs-on-grade.
   (3) Demolition and removal of below grade slabs, foundations and footings to a depth of 5 feet below proposed grade.
   (4) Breaking up of concrete slabs more than 5 feet below grade to permit drainage.
   (5) Recycling and/or disposal of demolition debris.
   (6) Backfilling and/or filling void spaces from structure demolition with compacted granular material.

C. Specify site demolition and restoration including:
   (1) Disconnection, capping and/or plugging of utilities and services not required for existing facilities to remain.
   (2) Selective demolition and removal of pavement and lighting excluding the following areas:
      a. Driveway from the existing access on Norwood Boulevard to the signalized intersection on Western Avenue, west of the outlots, to provide adequate access to the outlots.
      b. Driveway from Westwood Drive to the existing storage facilities on west side of site.
      c. Parking surface between Lifetime Muffler and State Farm outlots.
   (3) Demolition and removal of sidewalks, shopping center signage, foundations and miscellaneous site improvements.
   (4) Recycling and/or disposal of demolition debris.
   (5) Repair of driveway and parking lot in pavement surfaces to remain described in paragraph 6.C.(2) above.
   (6) Restore disturbed areas within limits of construction with topsoil, seed and straw.

D. Electrical Design
   (1) Field verify existing conditions including:
      a. Existing power panels for site lighting to remain.

b. Lighting on storage building is adequate with demolition of the shopping center building lights.

(2) Develop demolition phasing notes for main electrical services including exterior meter cabinets, secondary service laterals from ComEd transformers, etc.

(3) Design a new exterior lighting controller and new light/poles to illuminate the existing outlot parking areas.

(4) Design new exterior lighting for the existing storage building area.

(5) Coordinate a new ComEd service for the new lighting controller.

7. DETAILED DESIGN (320 WILDWOOD SITE)

A. Develop site plan showing existing natural and manmade features, utilities, and grades based on geospatial data and maps, construction record drawings and critical location site survey. Incorporate locations of structures and site features to be demolished, final grading and site restoration on site plan.

B. Specify structure demolition including:

(1) Removal and disposal of asbestos containing materials identified during pre-demolition inspection.

(2) Demolition and removal of above ground structures and slabs-on-grade.

(3) Demolition and removal of below grade slabs, foundations, and footings to a depth of 5 feet below proposed grade.

(4) Breaking up of concrete slabs more than 5 feet below grade to permit drainage.

(5) Recycling and/or disposal of demolition debris.

(6) Backfilling and/or filling void spaces from structure demolition with compacted granular material.

C. Specify site demolition and restoration including:

(1) Disconnection, capping, and/or plugging of utilities and services not required for existing facilities to remain.

(2) Demolition and removal of pavement, sidewalks, lighting, foundations, and miscellaneous site improvements.

(3) Recycling and/or disposal of demolition debris.

(4) Restore disturbed areas within limits of construction with topsoil, seed and straw.

8. DETAILED DESIGN (350 MAIN STREET SITE)

A. Develop site plan showing existing natural and manmade features, utilities, and grades based on geospatial data and maps, construction record drawings and critical location site survey. Incorporate locations of structures and site features to be demolished, final grading, and site restoration on site plan.

B. Specify structure demolition including:

(1) Removal and disposal of asbestos containing materials identified during pre-demolition inspection.

(2) Demolition and removal of above ground structures and slabs-on-grade.

(3) Demolition and removal of below grade slabs, foundations, and footings to a depth of 5 feet below proposed grade.
(4) Breaking up of concrete slabs more than 5 feet below grade to permit drainage.
(5) Recycling and/or disposal of demolition debris.
(6) Backfilling and/or filling void spaces from structure demolition with compacted granular material.

C. Specify site demolition and restoration including:
(1) Disconnection, capping, and/or plugging of utilities and services not required for existing facilities to remain.
(2) Demolition and removal of foundations and miscellaneous site improvements.
(3) Recycling and/or disposal of demolition debris.
(4) Restore disturbed areas within limits of construction with topsoil, seed, and straw.
(5) Restore parking lot pavement on west side of building to preconstruction condition upon completion of the work.
(6) Replace and connect sidewalk as directed by the Village.

D. Electrical design:
(1) Field verify spare capacity of existing site lighting controller.
(2) Develop demolition phasing notes for main electrical service including exterior meter cabinets, secondary service lateral from ComEd transformer, etc.
(3) Develop contractor demolition notes for ComEd meter and C/Ts (current transformers).
(4) Design new light/poles (to match existing decorative type) at the west parking lot to compensate for the proposed demolished building light fixtures.
(5) Maintain the existing lighting controller (adjacent to the ComEd transformer) and utilize to serve the new light/poles.

9. FINAL DESIGN DOCUMENTS (ALL SITES)

A. Prepare Design Documents consisting of drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s) selected by the Village and specifications, which will be prepared in conformance with the format of the Construction Specification Institute.

10. STORMWATER POLLUTION PREVENTION PLANS (ALL SITES)

A. Prepare Storm Water Pollution Prevention Plans (SWPPPs) which provide a narrative, construction details, and specifications to be implemented by the Village's contractor(s) to reduce soil erosion and sedimentation during demolition work at the four (4) sites. The SWPPPs will utilize the BDE-2342 form created by the Illinois Department of Transportation, will be provided to the Village as Adobe Acrobat (PDF) files for printing as needed by the Village, and will require signatures by the contractor(s) and the Village's authorized representative. We will also submit the SWPPPs electronically to the IEPA.

B. Prepare and submit, on behalf of the Village, Notices of Intent (NOI) to use coverage under the IEPA's General Construction Site Runoff Permit ILR10 for each of the four (4) sites. Submissions of potential and required additional notices are not included. These may include Incidence of Non-compliance (ION) notices if polluted runoff leaves the site, and the Notice of Termination (NOT) required after the site has been permanently stabilized. It will be the responsibility of the Village's contractor(s) to prepare and submit such reports, in accordance with the terms and conditions to be provided in the SWPPP. The $250 application fee per NOI, required by the IEPA, is not included in our fee.

C. Environmental compliance submittals being completed by Cook County as part of their grant clearances are excluded from the Scope of Services and Consultant's cost for the engineering design services.

11. ENGINEER'S OPINION OF PROBABLE COST (ALL SITES)

A. Prepare a final opinion of the probable total Project cost including construction cost, construction engineering services, contingencies, and, on the basis of information furnished by the Village, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.

12. CONTRACT DOCUMENTS (ALL SITES)

A. Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).

B. Incorporate Cook County Neighborhood Stabilization Program (NSP) Grant documentation in the Contract Documents and provide copies of Project Manual and Drawings to the Village for grant submittal.

13. ASSISTANCE DURING BIDDING (ALL SITES)

A. Assist the Village in solicitation of construction bids from qualified bidders, conduct a pre-bid meeting, respond to questions, issue addenda to plan holders of record, attend the bid opening, tabulate bid proposals, make an analysis of the bids, and submit a recommendation for the award of construction contract.

GENERAL CONSTRUCTION ADMINISTRATION AND RESIDENT PROJECT REPRESENTATIVE SERVICES

14. Act as the Village's representative with duties, responsibilities and limitations of authority as assigned in the Construction Contract Documents.

15. PROJECT INITIATION

    A. Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.

    B. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.

16. CONSTRUCTION ADMINISTRATION

    A. Attend periodic construction progress meetings.

    B. Check, review, and approve shop drawings, manufacturer's literature, samples, and other submittals by the Contractor, but only for compliance with the drawings and specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the Construction Contract Documents.

    C. Prepare for construction layout and staking.

    D. Review construction record drawings for completeness prior to submission to CADD.

    E. Prepare Construction Contract Change Orders and Work Directives when authorized by the Village.

    F. Review the Contractor's requests for payments as construction work progresses, and advise the Village of amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.

    G. Research and prepare written response by Consultant to requests for information from the Village and Contractor.

    H. Visit site as needed by project manager or other office staff.

17. FIELD OBSERVATION

    A. Provide Resident Project Representatives at the construction site on either a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, and on a periodic part-time basis from the Consultant's office of not more than eight (8) hours per regular weekday, not including legal holidays (for up to 440 hours) as deemed necessary by the Consultant, to stake-out construction lines and

grades, to assist the Contractor with interpretation of the drawings and specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. The construction Contractor is a separate company from the Consultant. The Village understands and acknowledges that the Consultant is not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the Project, and the Consultant does not guarantee the performance of the Contractor and is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.

B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.

C. Keep a daily record of the Contractor's work on those days that the Consultant is at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Village of the construction progress and working days charged against the Contractor's time for completion.

18. FIELD OBSERVATION (ASBESTOS ABATEMENT)

A. Provide Resident Project Representative (IDPH Asbestos Licensed) at the construction site on a periodic part-time basis from the Consultant's office of not more than eight (8) hours per regular weekday, not including legal holidays (for up to 80 hours) as deemed necessary by the Consultant, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. The construction Contractor is a separate company from the Consultant. The Village understands and acknowledges that the Consultant is not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the Project, and the Consultant does not guarantee the performance of the Contractor and is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.

B. Keep a daily record of the Contractor's work on those days that the Consultant is at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Village of the construction progress and working days charged against the Contractor's time for completion.

19. SUBSTANTIAL COMPLETION OF PROJECT

A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.

B. Prepare Certificate of Substantial Completion.

20. COMPLETION OF PROJECT

A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.

B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Village.

C. Review the Contractor's requests for final payment, and advise the Village of the amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.

D. Complete field survey work to be used in completing the construction record drawings.

E. Prepare construction record drawings which show field measured dimensions of the completed work which the Consultant considers significant and provide the Village with one set of reproducible record drawings within ninety (90) days of the Project completion.

21. PROJECT CLOSEOUT

A. Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

22. COOK COUNTY GRANT DOCUMENTATION

A. Provide construction-related engineering services including, but not limited to, assisting the Village with documentation and meetings necessary for administration of the Cook County Grant.

23. OPTIONAL WARRANTY & ANNIVERSARY SERVICES

A. Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services after the original construction contract final completion date for the Project.

B. Provide construction-related engineering services regarding warranty/anniversary work by the Contractor after the Project, or parts thereof, has been accepted for operational use by the Village. Such services will include, but not be limited to assistance to the Village in enforcing the Contractor's guaranty to repair or replace defective work within the warranty time stated in the Construction Contract Documents for the Project.

RESOLUTION _____

A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND BAXTER & WOODMAN, INC. ENGINEERING CONSULTANTS

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 the Village's home rule powers, as follows:

Section 1. Recitals Incorporated. The foregoing recital is incorporated into this Section 1 by reference as though fully set forth herein.

Section 2. Approval of Agreement. The Agreement attached hereto and incorporated herein by reference as Exhibit 1 is hereby approved in substantially the form attached and subject to the review and approval of the Village Attorney.

Section 3. **Execution of Documents**. The Village Manager and the Village Clerk are hereby authorized and directed to execute the Agreement, in substantially the form attached hereto as Exhibit 1, and any and all additional documents as may be necessary or advisable to effectuate the purposes of the Agreement.

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

Section 5. **Effective Date**. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____ , 2012.

APPROVED:

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

EXHIBIT 1

ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND BAXTER & WOODMAN, INC. CONSULTING ENGINEERS

AGENDA BRIEFING

DATE: August 16, 2012

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Kenneth Eyer,
Director of Public Works

RE: Request to Enter into an Engineering Services Agreement with Baxter & Woodman for Sanitary Sewer Improvements relating to the USEPA SAP Grant

BACKGROUND/DISCUSSION: The United States Environmental Protection Agency (USEPA) will oversee the Special Appropriation Project (SAP) Grant the Village has received. In order for the cost of engineering to be covered under the grant, the Village is required to perform a Request for Qualifications (RFQ).

On May 13 and 20, 2012 the Village advertised the RFQ in the Southtown Star Newspaper. Eight (8) Engineering Firms responded to this RFQ. A committee of four reviewed the submittals narrowing the field of eight firms down to four firms. Each of the four firms did a presentation with question and answer session on August 7 in front of the committee of four.

Baxter & Woodman was selected as the leading candidate as they demonstrated in their presentation, the firm had the most recent experience with the SAP Grant, understood the goals the Village set to accomplish with the grant funds and they had the best understanding of the Village sanitary system.

The negotiated cost for Baxter & Woodman to provide professional engineering services for a fixed fee of $7,400.00 for readiness to serve and profit, plus reimbursement of out-of-pocket expenses which total amount will not exceed $56,800.

The negotiated cost for Baxter & Woodman to provide construction-related services for a fixed fee of $8,200.00 for readiness to serve and profit, plus reimbursement of out-of-pocket expenses which total amount will not exceed $63,600.

The total not to exceed amount for both professional engineering and construction related services is $120,400 to meet the Village's needs for work under the USEPA SAP Grant.

In addition this agreement provides as an option to the Village for approximately 34,100 L.F. of smoke testing at a not to exceed cost of $17,000.00 and an option to Flood test nine (9) locations at a not to exceed cost of $19,000.00. This option is not part of the grant work but can be utilized if very good bids are received and we have not reached the full grant amount.

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2012, between the Village of Park Forest, an Illinois municipal corporation (hereinafter referred to as the "Village"), and Baxter & Woodman, Inc. Consulting Engineers (hereinafter referred to as the "Consultant").

RECITALS

WHEREAS, the Village intends to have professional engineering services performed by the Consultant for the Sanitary Sewer Rehabilitation Project (hereinafter referred to as the "Project") pursuant to the "Project Description," attached hereto and incorporated herein as Exhibit A, and Consultant's "Scope of Services," attached hereto and incorporated herein as Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. SERVICES OF THE CONSULTANT.

1.1. The Project consists of professional engineering, as more completely described in Exhibit A, attached hereto. After written authorization by the Village, the Consultant shall provide professional engineering services for the Project. These services shall include serving as the Village's representative in all phases of the Project, providing consultation and advice, and furnishing customary engineering services, as set forth in Exhibit B, attached hereto.

2. COMPENSATION FOR SERVICES.

2.1 The Village shall compensate the Consultant for the professional services set forth in Exhibit B as follows:

2.1.1. The Consultant's fee for the professional engineering services set forth in Exhibit B Sections 1 through 15 shall be an amount equal to reimbursement of the Consultants' direct labor cost, general and employee overheads, and a fixed fee of $7,400 for readiness to serve and profit, plus reimbursement of out-of-pocket expenses including travel costs, which total amount will not exceed $56,800.

2.1.2. The Consultant's fee for the construction-related services set forth in Exhibit B Sections 16 through 23 shall be an amount equal to reimbursement of the Consultants' direct labor cost, general and employee overheads, and a fixed fee of $8,200 for readiness to serve and profit, plus reimbursement of out-of-pocket expenses including travel costs, which total amount will not exceed $63,600.

2.1.3 The Consultant's fee for the construction-related services described in Exhibit B Section 24 is not included in this Agreement and shall be negotiated between these parties and this Agreement amended accordingly prior to the commencement of said services.

2.1.4. The Consultant's fee for the optional Smoke Testing services set forth in Exhibit B Sections 25 through 28 is not included in this Agreement. Should the Village request to add Smoke Testing services, the Consultant's fee for these services will be based upon their standard hourly billing rates for actual work time performed plus reimbursement for out-of-pocket expenses, including travel and shall not exceed $17,000.

2.1.5. The Consultant's fee for the optional Flood Testing services set forth in Exhibit B Sections 29 through 32 is not included in this Agreement. Should the Village request to add Smoke Testing services, the Consultant's fee for these services will be based upon their standard hourly billing rates for actual work time performed plus reimbursement for out-of-pocket expenses, including travel and shall not exceed $19,000.

2.2 The compensation for engineering services set forth in Paragraph 2.1 hereof shall include supervision of any televising subconsultant, geotechnical subconsultant, subsurface utility exploration subconsultant and/or laboratory services required by the Consultant for the Project. The Consultant shall make all necessary arrangements, subject to the prior approval by the Village, and employ qualified subconsultants for all geotechnical subconsultant, subsurface exploration and/or laboratory services. The cost of such subconsultant and laboratory services is not included in the Consultant's fee set forth in Paragraph 2.1.

2.3 The Consultant may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* The Consultant may, after giving seven (7) days written notice to the Village, suspend services under this Agreement until the Consultant has been paid in full all amounts due for services under this Agreement until the Consultant has been paid in full all amounts due for services, expenses, and late payments charges as provided in the Local Government Prompt Payment Act.

2.4 The Village may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the Consultant. If such changes cause an increase or decrease in the Consultant's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

2.5 The not-to-exceed amount for construction-related engineering services set forth in Section 2 above does not include any overtime hours for Resident Project Representatives. In the event the Contractor works more than eight (8) hours on any weekday, or works any time on Saturdays, Sundays or holidays, during which time Resident Project Representatives are required to be present, the Village shall pay the Consultant extra compensation at the Consultant's hourly rates on a time-and-a-half basis for all time of more than eight (8) hours on any weekday and all time on Saturdays, and on a double time basis for all time on Sundays and holidays.

2.6 The Village shall obtain from others and furnish to the Consultant complete legal descriptions and plats of property surveys for the Project which shall include, but not be limited to, location and staking of all necessary property lines and corners, public rights-of-way and secured easements, and zoning and deed restrictions.

2.7 The Project will be partially funded through the United States Environmental Protection Agency (USEPA) and the Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of Special Appropriations Grant program under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The USEPA or any of its authorized representatives shall have access to books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

All information and reports resulting from access to records pursuant to this section shall be disclosed to the USEPA. The Consultant shall have an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

Records under this section shall be maintained and made available during performance of project services under this Agreement and for 3 years after the final loan closing. In addition, those records that related to any dispute pursuant to Section 365.650 of the procedures for issuing loans from the (SAP), litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.

3. TERMINATION.

3.1. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice pursuant to Section 14 below of its intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

3.2. If this Agreement is terminated by either party, the Consultant shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

4. INDEMNIFICATION.

4.1. The Consultant shall hold harmless and indemnify the Village and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused

by the Consultant's negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the Village or other consultants, contractors or subcontractors working for the Village, or their officers, agents and employees.

4.2. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Consultant and the Village they shall be borne by each party in proportion to its negligence.

4.3. The Village acknowledges that the Consultant is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

4.4. The Village and the Consultant agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

5. INSURANCE.

5.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the contract, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least B+9, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left."

5.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Comprehensive General Liability:**

i. Coverage to include Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	$2,000,000.00
Each Occurrence	$1,000,000.00
Personal Injury	$1,000,000.00

iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant,

and the Consultant's indemnification obligations under this Agreement.

(B) **Professional Liability:**

i. Per Claim Aggregate $5,000,000.00

ii. Per Project Aggregate $5,000,000.00

iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement.

(C) **Workmen's Compensation:**

i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide Workmen's Compensation Insurance. In case employees engaged in hazardous work under this Agreement at the site of the Project are not protected under Workmen's Compensation statute, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:
Combined Single Limit $1,000,000.00

(E) **Umbrella:**

i. Limits:
Each Occurrence/Aggregate $5,000,000.00

(F) **The Village shall be named as an additional insured on all insurance policies except Workmen's Compensation and Professional Liability.**

5.3. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the Consultant and its officers, directors, employees, agents, and any of them, to the Village and anyone claiming by, through or under the Village, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of the Consultant or its officers, directors, employees, agents or any of them, hereafter referred to as the "Village's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the Consultant by its insurers in settlement or

satisfaction of the Village's Claims under the terms and conditions of the Consultant's insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

5.4. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6. SUCCESSORS AND ASSIGNS.

6.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants off this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

7. FORCE MAJEURE.

7.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

8. AMENDMENTS AND MODIFICATIONS.

8.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

9. STANDARD OF CARE.

9.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other professional services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

9.2. The Consultant shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's professional services shall not relieve Consultant of its responsibility to

subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one year of completion of the Consultant's services.

9.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

9.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10. SAVINGS CLAUSE.

10.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

11. NON-WAIVER OF RIGHTS.

11.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

11.2. This Agreement shall not prohibit the Consultant from providing engineering services to any other public or private entity or person. In the event that the Consultant provides services to a public or private entity or person, the Village, at its sole discretion, may determine that such services conflict with a service to be provided to the Village by Consultant, and the Village may select another civil engineer and/or land surveyor to provide such services as the Village deems appropriate.

12. ENTIRE AGREEMENT.

12.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

13. GOVERNING LAW.

13.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

14. NOTICE.

14.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:	If to the Consultant:
Village Manager Village of Park Forest 350 Victory Drive Park Forest, Illinois 60466 Fax: (708) 503-8560	Steve A. Larson, P.E., President / CEO Baxter & Woodman, Inc. 8840 W. 192nd Street Mokena, IL 60448 Fax: (708) 478-8710

14.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

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

15. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

15.1. All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the Consultant pursuant to this Agreement are instruments of serve in respect to the Project, and the Consultant shall retain the right of reuse of said documents and electronic media by and at the discretion of the Consultant whether or not the Project is completed. Reproducible copies of the Consultant's documents and electronic media for information and reference in connection with the use and occupancy of the Project by the Village and others shall be delivered to and become the property of the Village upon request; however, the Consultant's documents and electronic media are not intended or represented to be suitable for reuse by the Village or others on additions or extensions of the Project, or on any other project. Any such reuse without verification or adaptation by the Consultant for the specific purpose intended will be at the Village's sole risk and without liability or legal exposure to the Consultant, and the Village shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the Consultant's documents and electronic media will entitle the Consultant to claim and receive additional compensation from the Village. Electronic media are furnished without guarantee of compatibility with the Village's software or hardware, and the Consultant's sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

15.2. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

16. BINDING AUTHORITY.

16.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

17. HEADINGS AND TITLES.

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

18. COUNTERPARTS.

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

19. EFFECTIVE DATE.

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

20. AUTHORIZATIONS.

20.1 The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

21. EQUAL OPPORTUNITY EMPLOYER.

21.1. The Consultant is an equal opportunity employer and herby incorporates the requirements of (44 Ill. Adm. Code 750 APPENDIX A) if applicable.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF PARK FOREST

By: Thomas Mick
Its: Village Manager

Dated: _____

BAXTER & WOODMAN, INC.

By: Steve A. Larson, P.E.
Its: President / CEO

Dated: August 15, 2012

ATTEST

By: Sheila McGann
Its: Village Clerk

Dated: _____

ATTEST

By: Robyn D. Krotz
Its: Deputy Secretary

Dated: August 15, 2012

APPROVAL OF OPTIONAL SERVICES
Initial in the space provided to include Optional Services:

2.4 SMOKE TESTING _____
Exhibit B, Sections 25-28
$17,000

2.5 FLOOD TESTING _____
Exhibit B, Sections 29-32
$19,000

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BAXTER & WOODMAN

VILLAGE OF PARK FOREST, ILLINOIS
SANITARY SEWER SYSTEM REHABILITATION

EXHIBIT A

PROJECT DESCRIPTION

The Project includes sanitary sewer system evaluation and rehabilitation, consisting of televising, lining, manhole rehabilitation, and sewer replacement. The Project will be designed in accordance with USEPA requirements for funding through the special appropriations grant program. The final location and scope of work will be established by Village and Consultant.

The scope of the sanitary sewer investigation consists of the cleaning and televising approximately 30,000 lineal feet of sanitary sewer.

The scope of the sanitary sewer lining consists of approximately 15,500 lineal feet of 8-inch sanitary sewer lining.

The scope of the sanitary sewer system rehabilitation generally consists of manhole repairs and sanitary sewer spot repairs as determined from review of sanitary sewer inspections.

The scope of the Area D-2 sewer replacement consists of designing the replacement of approximately 100 lineal feet of 8-inch sanitary sewer which, from previous sanitary sewer televising, was found to be in structurally failed condition.

The scope of the North Street Sewer investigation and repair consists of dyed-water flood testing of the sewers in the area, assessment of the sanitary/storm sewer cross connections, and design of the separation of the sanitary and storm sewers.

The scope of the dyed-water flood testing repairs consists of designing the needed repairs to remove the sanitary/storm sewer cross connections identified in previous dyed-water flood testing projects.

The Project includes General Contract Administration, grant administration assistance, and part-time Resident Project Representative (RPR) services for the work specified above.

OPTIONAL SERVICES:

SMOKE TESTING

This optional scope item consists of smoke testing approximately 34,100 lineal feet of sewer in the study area including providing smoke testing equipment and smoke bombs. The results of the smoke testing will be summarized in a final report, including recommendations and opinions of probable cost for rehabilitation. The recommendations may include additional Sanitary Sewer Evaluation Survey (SSES) work, such as flood testing and house inspection to identify private property Infiltration and Inflow (I/I).

FLOOD TESTING

This optional scope item consists of flood testing approximately nine (9) locations to be coordinated with the Village. Each chosen location will be selected because evidence of cross connections was found between the existing storm and sanitary sewer systems. The results of the flood testing will be summarized in a final report, including recommendations and opinions of probable cost for rehabilitation. The recommendations may include point repairs, complete open cut replacement, or cured-in-place lining.

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VILLAGE OF PARK FOREST, ILLINOIS
SANITARY SEWER SYSTEM REHABILITATION

EXHIBIT B

SCOPE OF SERVICES

DESIGN ENGINEERING SERVICES

INVESTIGATION/STUDY

1. PROJECT MANAGEMENT – Plan, schedule and control the activities that must be performed to complete the Project. These activities include, but are not limited to, budget, schedule, and scope. Submit a monthly status report via email that describes the tasks completed that week and outlines goals for the following week.

2. CONDUCT PROJECT KICK-OFF MEETING – A Project kick-off meeting with Village staff and the Project team will be held for the Sanitary Sewer Rehabilitation Project. The purposes of the meeting are to establish clear lines of communication, introduce the Village staff to the team members, and establish the Village's detailed needs, objectives, and goals for the Project. The meeting will also be utilized to obtain information, plans, atlases, and other data to be supplied by the Village, and set schedules and guidelines for future design meetings.

3. EXISTING CONDITIONS
   - Collect and utilize existing maps, atlases, and drawings to develop an understanding of existing conditions from the office.

4. NORTH STREET SEWER INVESTIGATION AND REPAIRS
   - Coordinate the hiring of a sewer televising cleaning and televising contractor to televise the sanitary sewer while the storm sewer is dyed-water flood tested
   - Review the televising video footage and design the required sanitary/storm sewer cross connection(s) separation.
   - Provide topographic survey services to collect existing elevation information of the project area.
   - Provide computer-aided drafting services to process the topographic survey and create base sheets.

5. AREA D-2 SEWER REPLACEMENT
   - Provide topographic survey services to collect existing elevation information of the Project area.

- Provide computer-aided drafting services to process the topographic survey and create base sheets.

6. DYED WATER TESTING FLOOD REPAIRS
   - Review existing written reports of internal sewer inspections to identify sewer repairs and to remove storm/sanitary sewer cross connections identified in the reports.
   - Provide topographic survey services to collect existing elevation information of the Project area.
   - Provide computer-aided drafting services to process the topographic survey and create base sheets.

7. INTERNAL SEWER TELEVISION INSPECTIONS REVIEW
   - The Consultant and Village shall review video and written logs of internal sewer inspections to identify the general condition of the sewer and building lateral connections, location and severity of defects, and existence of I/I sources.
   - The Consultant and Village shall identify the scope of sanitary sewer rehabilitation.

DETAILED DESIGN

8. PLANS
   - Prepare Design Documents consisting of drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s) selected by the Village.

9. SPECIFICATIONS
   - Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).

10. PEER AND CONSTRUCTABILITY REVIEWS
    - Conduct QA/QC peer reviews of drawings and specifications.
    - Utilize Construction Department personnel to provide a review of drawings and specifications.
    - Make corrections based upon comments from both engineering and construction department comments.

11. ENGINEER'S OPINION OF PROBABLE COST
    - Prepare a final opinion of the probable total Project cost including construction cost, construction engineering services, contingencies, and,

on the basis of information furnished by the Village, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.

PROJECT BID

12. ASSISTANCE TO BIDDERS
    - Set bid dates with Village, create Advertisement for Bids (AFB), provide AFB to Village for publication, and mail advertisement to selected prospective bidders.
    - Answer bidders' questions during bid period.

13. ADDENDUMS
    - Issue necessary addenda to all plan holders as necessary.

14. ATTEND BID OPENING
    - Attend bid opening with Village personnel and assist in reviewing and checking of bid package submittals as required.

15. TABULATE BIDS & ISSUE LETTER OF RECOMMENDATION
    - Tabulate all bids received and review all bid submittals to verify bid is responsive and responsible.
    - Issue a Letter of Recommendation to Award the construction contract to the Village for their action.

GENERAL CONSTRUCTION ADMINISTRATION AND RESIDENT PROJECT REPRESENTATIVE SERVICES

16. Act as the Village's representative with duties, responsibilities and limitations of authority as assigned in the Construction Contract Documents.

17. PROJECT INITIATION
    - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
    - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.

18. CONSTRUCTION ADMINISTRATION
    - Attend periodic construction progress meetings.
    - Check, review, and approve shop drawings, manufacturer's literature, samples, and other submittals by the Contractor, but only for compliance with the drawings and specifications as to quality of materials and performance of equipment. Such review shall not be construed as

relieving the Contractor of the responsibility to meet requirements of the Construction Contract Documents.

- Prepare for construction layout and staking.
- Review construction record drawings for completeness prior to submission to CADD.
- Prepare Construction Contract Change Orders and Work Directives when authorized by the Village.
- Review the Contractor's requests for payments as construction work progresses, and advise the Village of amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.
- Research and prepare written response by Consultant to requests for information from the Village and Contractor.
- Visit site as needed by project manager or other office staff.

19. USEPA GRANT ADMINISTRATION ASSISTANCE

- Correspond with USEPA personnel throughout the Project.
- Prepare monthly grant documentation needed to receive progress payments during construction.
- Assist the Village with any amendment or time extension requests.
- Attend any audit meetings with the USEPA and Village.
- Assist the Village with submitting USEPA forms, including 190, 424C, and 425.
- Submit a Final Report to the USEPA after final completion.

20. FIELD OBSERVATION

- Provide Resident Project Representatives at the construction site on a periodic part-time basis (for up to 375 hours) from the Consultant's office of not more than eight (8) hours per regular weekday, not including legal holidays as deemed necessary by the Consultant, to stake-out construction lines and grades, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. The construction Contractor is a separate company from the Consultant. The Village understands and acknowledges that the Consultant is not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the Project, and the Consultant does not guarantee the performance of the Contractor and is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.
- Keep a daily record of the Contractor's work on those days that the Consultant is at the construction site including notations on the nature and

cost of any extra work, and provide weekly reports to the Village of the construction progress and working days charged against the Contractor's time for completion.

21. SUBSTANTIAL COMPLETION OF PROJECT
    - Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
    - Prepare Certificate of Substantial Completion.

22. COMPLETION OF PROJECT
    - Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
    - Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Village.
    - Review the Contractor's requests for final payment, and advise the District of the amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.
    - Complete field survey work to be used in completing the construction record drawings.
    - Prepare construction record drawings which show field measured dimensions of the completed work which the Consultant considers significant and provide the Village with one set of reproducible record drawings within ninety (90) days of the Project completion.

23. PROJECT CLOSEOUT
    - Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

24. WARRANTY AND ANNIVERSARY SERVICES
    - Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services after the original construction contract final completion date for the Project.
    - Provide construction-related engineering services regarding warranty/anniversary work by the Contractor after the Project, or parts thereof, has been accepted for operational use by the Village. Such services will include, but not be limited to assistance to the Village in enforcing the Contractor's guaranty to repair or replace defective work within the warranty time stated in the Construction Contract Documents for the Project.

OPTIONAL SERVICES

SMOKE TESTING

25. ADMINISTRATION & MEETINGS – Confer with the Village's staff, from time to time, to clarify and define the general scope, extent and character of the Project.

26. PROJECT MANAGEMENT – Plan, schedule, and control the activities that must be performed to complete the Project. These activities include, but are not limited to, budget, schedule, and scope.

27. SANITARY SEWER EVALUATION – Smoke Testing – Smoke testing of the sanitary sewers consists of forcing smoke under pressure into the sewer using high capacity blowers. During the time the smoke is being forced through the sewers, the crew quickly walks the area around the testing site to identify locations where smoke appears. Locations where smoke appears will be recorded. Smoke testing is often used to locate inappropriate connections such as downspouts, yard drains, and storm sewer inlets and manholes connected to the sanitary sewer. If the ground conditions are sufficiently dry, the smoke testing can also indicate the location of cracked sewer mains and service laterals. We recommend that the Village distribute a notification letter (drafted by Consultant with final version on Village letterhead) to all residents in the affected area describing the work being conducted.

28. FINAL REPORT – After completion of the smoke testing, prepare a report including a summary of the work completed, the results of the various inspections and tests, and recommendations for improvements to rehabilitate the defects located during evaluation. The recommendations will include cost estimates and prioritizing of the improvements.

FLOOD TESTING

29. ADMINISTRATION & MEETINGS – Confer with the Village's staff, from time to time, to clarify and define the general scope, extent and character of the Project.

30. PROJECT MANAGEMENT – Plan, schedule, and control the activities that must be performed to complete the Project. These activities include, but are not limited to, budget, schedule, and scope.

31. RAINFALL SIMULATION / SIMULTANEOUS INTERNAL SEWER INSPECTION
    - Conduct dyed-water tests of the storm sewer system (in areas where smoke was identified during the smoke testing work) using inflatable plugs and dyed-water from adjacent fire hydrants.
    - Monitor the flows in the adjacent sanitary sewer system for evidence of the dyed-water.
    - Perform an internal televising inspection of the adjacent sanitary sewers.
    - Document results of the testing work.
    - We recommend that the Village distribute a notification letter (drafted by Consultant with final version on Village letterhead) to all residents in the affected area describing the work being conducted.

32. FINAL REPORT – After completion of the flood testing, prepare a report including a summary of the work completed, the results of the various inspections and tests, and recommendations for improvements to rehabilitate the defects located during evaluation. The recommendations will include cost estimates and prioritizing of the improvements.

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The Department of Public Works requests the Board authorize the Village Manager to enter into the "Engineering Services Agreement" in substantially the form attached for the not to exceed total amount of $120,400.00 plus the total optional amount of $36,000.00. This project has been budgeted in the Sewer Fund for fiscal 2013.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the August 20, 2012 Special Rules and Regular Board Meeting for discussion and consideration.

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

Village Hall 7:00 p.m. August 20, 2012

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor
Village Manager
Village Attorney
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: A Motion to Approve the Minutes of from the Rules Meeting on January 3, 2012, the Regular Meeting on January 17, 2012, the Rules Meeting on February 6, 2012, the Regular Meeting on February 20, 2012, the Rules Meeting on February 27, 2012, the Regular Meeting on February 27, 2012, the Regular Meeting on March 19, 2012, the Rules Meeting on April 2, 2012, the Regular Meeting on April 16, 2012, the Rules Meeting on April 23, 2012, the Regular Meeting on April 23, 2012, the Rules Meeting on May 7, 2012, the Regular Meeting on May 14, 2012, the Rules Meeting on Monday, June 4, 2012, the Special Regular Meeting on June 4, 2012, the Rules Meeting on June 25, 2012 and the Regular Meeting on June 25, 2012 and the Saturday Rules Meeting on August 4, 2012

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

3. Resolution: Resolution to Authorize Execution of an Engineering Services Agreement with Baxter & Woodman, Inc. for services related to a Cook County NSP Grant

4. Motion: A Motion to Authorize the Manager to Purchase a Snow Fighter Vehicle from Prairie/Archway International Trucks, Incorporated not to exceed $114,753

5. Motion: A Motion to Authorize the Manager to purchase a Ford F550 truck chassis with body from Currie Motors Fleet not to exceed the amount of $60,647 (Vehicle Service Fund)

6. Motion: A Motion to Enter into an Engineering Service Agreement with Baxter & Woodman for Sanitary Sewer Improvements relating to the USEPA SAP Grant

7. Appointments:

DEBATABLE:

5. Ordinance: An Ordinance Authorizing the Acquisition of 265 Arrowhead Street (Final Reading)

6. Ordinance: An Ordinance providing for the issuance of one or more series of General Obligation Refunding Bonds of the Village of Park Forest, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders and escrow agreements in connection therewith, and providing for the levy and collection of a direct annual tax and the pledge of certain incremental tax revenues for the payment of the principal of and interest on certain of said bonds (General Obligation Refunding Bonds 2012A for $1,585,000 and 2012 B for $2,635,000 refunding Series 2001.) (First Reading)

7. Ordinance: An Ordinance revising Chapter 118 (Zoning), Section 118-153 and 118-154, pertaining to Principal Uses permitted in the C-1 and C-2, Commercial Zoning Districts (First Reading)

Adjournment

Executive Session

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

MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees approve the Rules Meeting on January 3, 2012, the Regular Meeting on January 17, 2012, the Rules Meeting on February 6, 2012, the Regular Meeting on February 20, 2012, the Rules Meeting on February 27, 2012, the Regular Meeting on February 27, 2012, the Regular Meeting on March 19, 2012, the Rules Meeting on April 2, 2012, the Regular Meeting on April 16, 2012, the Rules Meeting on April 23, 2012, the Regular Meeting on April 23, 2012, the Rules Meeting on May 7, 2012, the Regular Meeting on May 14, 2012, the Rules Meeting on Monday, June 4, 2012, the Special Regular Meeting on June 4, 2012, the Rules Meeting on June 25, 2012 and the Regular Meeting on June 25, 2012

2. MOVED, that the Mayor and Board of Trustees approve a Resolution to Authorize Execution of the Subrecipient Agreement with Cook County for the Neighborhood Stabilization Program

3. MOVED, that the Mayor and Board of Trustees approve a Resolution to Authorize the Manager to Enter into an Engineering Services Agreement with Baxter & Woodman, Inc. for services related to a Cook County NSP Grant

4. MOVED, that the Mayor and Board of Trustees approve a motion to Authorize the Manager to Purchase a Snow Fighter Vehicle from Prairie/Archway International Truck not to exceed the amount of $114,753.00.

5. MOVED, that the Mayor and Board of Trustees approve a motion to Authorize the Manager to purchase a Ford F550 truck chassis with body to Currie Motors Fleet not to exceed the amount of $60,647

6. MOVED, that the Mayor and Board of Trustees approve a motion to Authorize the Manager to Enter into an Engineering Services Agreement with Baxter & Woodman for Sanitary Improvements relating to the USEPA SAP Grant

7. MOVED, that the Mayor and Board of Trustees make the following appointment:

   JeRome Brown, 356 Miami Street, is appointed to an unexpired term on the Plan Commission, to end on December 31, 2013.

   Yolanda Johnson, 322 Chestnut Street, is appointed to an unexpired term on the Commission on Human Relations, to end on December 31, 2014.

VILLAGE OF PARK FOREST

Village Board Rules Meeting
January 3, 2012
Village Hall 7:00 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

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, Health Department Director Jenise Ervin; Director of Community Development Lawrence Kerestes, Economic Development Director Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Parks Superintendent Rob Gunther

RECORDER: Village Clerk Sheila McGann

Roll Call
Rules Meeting was called to order at 7:02 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

1. Resolution Authorizing the Village Manager to Enter into a Contract to Join the South Suburban (Geographic Information System) GIS Consortium
Manager Mick said that in early in 2011, the U.S. Department of Housing and Urban Development awarded the South Suburban Mayors and Managers Association (SSMMA) a $2.4 million Sustainable Communities grant to support the work of the Chicago Southland Green TIME Zone, including information management, code development, land acquisition, and land banking. The information management element of the grant has resulted in the creation of a regional geographic information system (GIS), known as the South Suburban GIS Consortium. The Consortium will make it possible for communities throughout the SSMMA service area to have access to the mapping and data capabilities of a GIS that might otherwise be cost prohibitive.

Manager Mick noted that the Department of Public Works budgeted $31,000 for the purchase and implementation of a GIS during the current fiscal year. After much research and discussion, the department has determined that the most cost effective way to implement GIS in a timely manner is to join the Consortium. Staff recommends that the Village join the Consortium at the Tier Two level at an annual fee of $7,987.20. This will provide the Village with access to all data input by the Consortium, as well as unlimited staff support for those departments that want to take advantage of the GIS but do not have the staff capacity to input data or conduct analyses with the mapping and data

sets. Data that can be input to the GIS for analysis can include all public infrastructure, building permit data, zoning, police and fire calls for service, and much more.

Funding for the first year of membership in the South Suburban GIS Consortium will be funded with the budgeted amount in the DPW budget. The Department will also purchase a global positioning system (GPS) device to enable the Village to locate utilities and other facilities in the field and add them to the GIS map. Future years of membership in the Consortium will be funded as part of the Capital Plan and budget guidelines.

The Director of Information Services for the SSMMA, Mike Rizzitiello, was present and made a brief presentation on the South Suburban GIS Consortium. It was noted that the Village Attorney had reviewed and approved the attached resolution.

Board members discussed briefly and this item will be on the next regular agenda for approval.

2. Resolution Approving a Citizen Participation Plan to Support the Illinois "Ike" Disaster Recovery Program Grant

Hildy Kingma reported that through the Village's involvement in the South Suburban Housing and Community Development Collaborative, the Village was awarded a $236,250 grant through the Illinois "Ike" Disaster Recovery Program. These funds will be used to demolish a minimum of 23 vacant, blighted homes primarily in the Eastgate Neighborhood.

She added that one condition of the Grant Agreement is that the Village must have adopted a Citizen Participation Plan prior to the distribution of funds. The proposed Resolution describes the required Citizen Participation Plan that will allow for public input into the use of these funds. This resolution was provided by the Illinois Department of Commerce and Economic Opportunity, the grantor agency for the Illinois "Ike" Disaster Recovery Program. The Village Attorney has reviewed the attached Resolution.

Board members discussed briefly and this item will be on the next regular agenda for approval.

3. Resolution Adopting a Residential Antidisplacement and Relocation Assistance Policy to Support the Illinois "Ike" Disaster Recovery Program Grant

Ms. Kingma reported that through the Village's involvement in the South Suburban Housing and Community Development Collaborative, the Village was awarded a $236,250 grant through the Illinois "Ike" Disaster Recovery Program. These funds will be used to demolish a minimum of 23 vacant, blighted homes primarily in the Eastgate Neighborhood.

Director of Economic Development Hildy Kingma added that one condition of the Grant Agreement is that the Village must adopt a Residential Antidisplacement and Relocation Assistance Policy prior to the distribution of funds. The proposed Resolution authorizes the Mayor to sign the Policy that is included. Note, however, that all homes to be

demolished with this grant are vacant and severely blighted. Therefore, the Policy also includes a certification that "the Village anticipates no displacement or relocation activities will be necessitated by this project".

Ms. Kingma added that this resolution was provided by the Illinois Department of Commerce and Economic Opportunity, the grantor agency for the Illinois "Ike" Disaster Recovery Program. The Village Attorney has also reviewed the attached Resolution and Policy.

Board members discussed briefly and this item will be on the next regular agenda for approval.

4. Purchase of Tractor Mower

Manager Mick reported that the Village has two 11 foot cut (Toro Co.) tractor mowers to mow the ball fields and parks. The oldest of these, purchased in 1997, began using large quantities of motor oil this past season and investigation showed that the engine must be rebuilt. The estimate from Reinders, the Toro supplier for Illinois, is $18,622. This mower has approximately 5,500 hours of operation. This would be the equivalent of running a car at full throttle for 1½ hours each work day for 14 years. Reinders has the Illinois State Purchase Contract for mowers and a new replacement unit is $41,888 under the Illinois State Purchase Contract.

Staff has discussed the merits of rebuilding this unit with the shop foreman at Reinders and with our staff. It was noted that even if repaired the unit could have other trouble with other components in the future. Staff believed only another three to five years of service could be expected from this mower.

Manager Mick called on Rob Gunther, Park Superintenent to give more details. Mr. Gunter said that in regards to the purchase of a new mower, he said that in 2013 new emissions regulations will take effect that will add an anticipated 10% to the current cost of a new mower, and in three to five years it would seem reasonable to expect the cost of a new unit to be approaching $50,000. The other mower was purchased in 2007 and should be in service until 2019 or longer. The Village has purchased three Toro mowers since 1990 and each has proved to be reliable.

Mr. Gunther explained the options which were: 1) Spend the $18,622 to repair the current machine and have it available for the 2012 mowing season; 2) budget approximately $42,000 to replace the mower next fiscal year and go without the mower for the 2012 season; or 3) ask the Board for a budget amendment to purchase the new mower now for $42,000 having it available for the 2012 season.

Manager Mick added that both the repair cost and the purchase cost would come out of the Vehicle Services Fund. He said that Finance Director, Dankowski has suggested there are sufficient monies in the fund to cover the purchase of a new machine now and we believe this would be the best long term decision for the Village. It was the recommendation of staff to have the approval to purchase of a Toro model 4000D mower

from Reinders on the State of Illinois contract price of $41,888.00 out of the Vehicle Services Fund.

There was general discussion on the use of the mower and considerations for purchase or repair.

With no further discussion, 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 on the passing of Leona DeLue one of the Village's early residents who served the Village in various capacities since 1972.

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

VILLAGE OF PARK FOREST

Village Board Regular Meeting
January 17, 2012
Village Hall 7:00 p.m.

M I N U T E S

IN ATTENDANCE: Trustee Mae Brandon, Trustee Bonita Dillard, Trustee Gary Kopycinski, Trustee Robert McCray, Trustee Georgia O'Neill

ABSENT: Mayor John Ostenburg, Trustee Kenneth Kramer,

STAFF IN ATTENDANCE: Village Manager Tom Mick, Finance Director Mary Dankowski, Police Chief Clifford Butz, Director of Recreation and Parks John Joyce, Director of Public Relations Jason Miller, Deputy Fire Chief Bruce Ziegle, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

Roll was called at 7:00 p.m. by Clerk McGann. Due to Mayor Ostenburg's absence, Trustee Bonita Dillard was named President Pro tem and led the Board and the audience in the pledge of allegiance.

Reports of Village Officers

Mayor
None

Village Manager
Manager Mick reported on the ComEd tree pruning work, the resurfacing of North Street and other upcoming events.

Village Attorney
Not present

Village Clerk
No report

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

None

Consent Agenda

President Pro-tem Dillard 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 Rules Meeting of April 6, 2009, the Minutes of the Special Rules Meeting of April 13, 2009 and the Minutes of the Regular Meeting of April 13, the Minutes of the Rules Meeting of May 4, 2009; the Minutes of the Regular Meeting of May 11, 2009, the Minutes of the Special Regular Meeting of May 11, 2009; the Minutes of the Regular Meeting of June 8, 2009; the Minutes of the Rules Meeting of June 22, 2009; the Minutes of the Regular Meeting of June 22, 2009; the Minutes of the Rules Meeting of September 8, 2009; the Minutes of the Special Rules of October 12, 2009; the Minutes of the Regular Meeting of October 12, 2009; the Minutes of the Special Rules Meeting of December 6, 2011 and the Minutes of the Saturday Rules Meeting of January 7, 2012

A Resolution Adopting a Residential Antidisplacement and Relocation Assistance Policy to Support the Illinois "Ike" Disaster Recovery Program Grant

3.A Resolution Approving a Citizen Participation Plan to Support the Illinois "Ike" Disaster Recovery Program Grant

4. A Resolution Authorizing the Village Manager to Enter into a Contract to Join the South Suburban GIS Consortium

5. A Resolution Thanking Mel Dunnagan for his Dedicated Service to the Village

6. A Motion to Authorize the Manager to Purchase a Toro model 4000D mower from Reinders on the State of Illinois contract price of $41,888.00; said expenditure to be out of the Vehicle Services Fund.

7. A Motion to authorize the Manager to purchase one 2011 Ford Crown Victoria squad car from Currie Ford in the amount of $21,926.00

8. MOVED, that the Mayor and Board of Trustees make the following appointments:

Anna Soloff to serve as Representative and Kevin Adams to serve as Alternate, to the South Suburban Special Recreation Association, for an indefinite term.

John Joyce to serve as Representative and Anna Soloff to serve as Alternate, to the Thorn Creek Woods Management Commission, for an indefinite term.

John Joyce to serve as Representative and Rob Gunther to serve as Alternate, to the Old Plank Road Trail Management Commission, for an indefinite term.

Mattie Allen, 404 Rutledge Street, re-appointed to a three-year term on the Board of Fire & Police Commissioners, to end on December 31, 2014.

Ed Whitfield, 55 N. Arbor Trail Drive, re-appointed to a five-year term on the Park Forest Housing Authority, to end on December 31, 2016.

Dr. Anthony Miles, 151 Main Street, appointed to a five-year term on the Park Forest Housing Authority, to end on December 31, 2015.

Willie Brooks, 42 Monee Road, re-appointed to a three-year term on the Beautification Awards Committee, to end on December 31, 2014.

Connie Banks, 318 Mohawk Street, re-appointed to a three-year term on the Beautification Awards Committee, to end on December 31, 2014.

Verena Ellenberg, 3233 Western Avenue, re-appointed to a three year term on the Beautification Awards Committee, to end on December 31, 2014.

Gary Marron, 230 Krotiak Road, re-appointed to a three-year term on the Cable Communications Commission, to end on December 31, 2014.

Daniel Karwatka, 532 Homan Avenue, re-appointed to a three-year term on the Cable Communications Commission, to end on December 31, 2014.

Alfreda Keller, 27 Dogwood Street, re-appointed to a three-year term on the Commission on Human Relations, to end on December 31, 2014.

Rochelle Fulcher, 362 Waverly Street, appointed to a three-year term on the Commission on Human Relations, to end on December 31, 2014.

Phyllis Jones-Butler, 417 Hamlin Street, appointed to fill a one-year vacancy on a three-year term on the Commission on Human Relations, to end December 31, 2013.

Barbara Moyle, 330 Minocqua Street, re-appointed to a three-year term on the Economic Development Advisory Group, to end on December 31, 2014.

Mike Jordan, 308 Forest Boulevard, re-appointed to a three-year term on the Economic Development Advisory Group, to end on December 31, 2014.

Andre A. Ahouissoussi, 253 Forest Boulevard, appointed to a three-year term on the Economic Development Advisory Group, to end on December 31, 2014.

Kevin Headley, 226 Fir Street, re-appointed to a three-year term on the Environment Commission, to end on December 31, 2014.

Tracy Sandness, 19 Choate Road, re-appointed to a three-year term on the Environment Commission, to end on December 31, 2014.

Raymond Devine, 42 Apple Lane, re-appointed to a three-year term on the Environment Commission, to end on December 31, 2014.

Arthur D. Joseph, 55 N. Arbor Trail, appointed to fill a two-year vacancy on a three-year term on the Environment Commission, to end on December 31, 2013.

Jerry Blades, 105 Algonquin Street, re-appointed to a three-year term on the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, to end on December 31, 2014.

Nissim I. Eskenazi, 310 Sheridan Street, re-appointed to a three-year term on the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, to end on December 31, 2014.

James N. Settles, 326 Jackson Street, re-appointed to a three-year term on the Plan Commission, to end on December 31, 2014.

S. Douglas Price, 2839 Western Avenue, re-appointed to a three-year term on the Plan Commission, to end on December 31, 2014.

Bruce A. Whitehead, 314 Gentry Street, appointed to a three-year term on the Plan Commission, to end on December 31, 2014.

Glenna Hennessy, 326 Sioux Street, re-appointed to a three-year term on the Recreation & Parks Board, to end on December 31, 2014.

Ruby Dills, 108 Dogwood Street, re-appointed to a three-year term on the Recreation & Parks Board, to end on December 31, 2014.

Jan Pattyn, 150 Well Street, appointed to a three-year term on the Recreation & Parks Board, to end on December 31, 2014.

William Galle, 216 Washington Street, re-appointed to a three-year term on the Senior Citizen Advisory Commission, to end on December 31, 2014.

Nancy Labb, 363 Westgate Drive, re-appointed to a three-year term on the Senior Citizen Advisory Commission, to end on December 31, 2014.

Willie Mae Banks, 430 Tamarack Street, appointed to a three-year term on the Senior Citizen Advisory Commission, to end on December 31, 2014.

Jacqueline Pines, 236 Fir Street, appointed to fill a two-year vacancy on a three-year term on the Senior Citizen Advisory Commission, to end on December 31, 2013.

Demetris Jantuah, 350 Victory Drive, appointed to fill a one-year vacancy on a three-year term on the Senior Citizen Advisory Commission, to end on December 31, 2012.

Gene Finley Jr., 322 New Salem Street, re-appointed to a three-year term on the Youth Commission, to end on December 31, 2014.

Klentoria L. Clements, 11 Brook Park Lane, appointed to a three-year term on the Youth Commission, to end on December 31, 2014.

Kim Peake, 178 Miami Street, appointed to fill a two-year vacancy on a three-year term on the Youth Commission, to end on December 31, 2013.

Daniel Karwatka to serve as Chairperson of the Cable Communications Commission, for a term ending on December 31, 2012.

Rickey Williams to serve as Vice Chairperson of the Cable Communications Commission, for a term ending on December 31, 2012.

Alfreda Keller to serve as Chairperson of the Commission on Human Relations, for a term ending on December 31, 2012.

Mamie L. Rogers to serve as Vice Chairperson of the Commission on Human Relations, for a term ending on December 31, 2012.

Sam Montella to serve as Chairperson of the Economic Development Advisory Group, for a term ending on December 31, 2012.

Shelia Whorton to serve as Vice Chairperson of the Economic Development Advisory Group, for a term ending on December 31, 2012.

Dave Bartlett to serve as Chairperson of the Environment Commission, for a term ending on December 31, 2012.

James Saxton to serve as Vice Chairperson of the Environment Commission, for a term ending on December 31, 2012.

Nissim I. Eskanazi to serve as Chairperson for the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, for a term ending on December 31, 2012.

Kimberly Elmore-Perkins to serve as Vice Chairperson for the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, for a term ending on December 31, 2012.

Vernita Wickliffe-Lewis to serve as Chairperson for the Plan Commission, for a term ending December 31, 2012.

S. Douglas Price to serve as Vice Chairperson for the Plan Commission, for a term ending December 31, 2012.

Glenna Hennessy to serve as Chairperson for the Recreation & Parks Board, for a term ending December 31, 2012.

Rich Whitehead to serve as Vice Chairperson for the Recreation & Parks Board, for a term ending December 31, 2012.

David Atkins to serve as Chairperson for the Senior Citizen Advisory Commission, for a term ending December 31, 2012.

Louise Smith to serve as Vice Chairperson for the Senior Citizen Advisory Commission, for a term ending December 31, 2012.

Diane Hill to serve as Chairperson for the Youth Commission, for a term ending December 31, 2012.

Gene Finley Jr. to serve as Vice Chairperson for the Youth Commission, for a term ending December 31, 2012.

Approval of the consent agenda was moved by Trustee Brandon and seconded by Trustee Kopycinski. President Pro-tem Dillard 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 the Clerk. The consent agenda was approved with the following results:

Ayes: 5
Nays: 0
Absent: 2

Debatable:
None

Adjournment
This concluded the regular Board meeting.

President Pro-tem Dillard called for a motion to adjourn. Motion was made by Trustee Kopycinski, seconded by Trustee Brandon, and passed unanimously

President Pro-tem Kramer adjourned the meeting at 7:32 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Rules Meeting
February 6, 2012
Village Hall 7:00 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 (7:07p.m.), Trustee Georgia O'Neill

ABSENT: Mayor John Ostenburg

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 Economic Development Hildy Kingma, Assistant Director of Economic Development Sandra Zoellner, Director of Recreation and Parks John Joyce, Health Department Director Jenise Ervin; Director of Community Development Lawrence Kerestes, Health Department Director Jenise Ervin, Public Works Director Ken Eyer

RECORDER: Village Clerk Sheila McGann

Roll Call
Roll was called at 7:00 p.m. by Clerk McGann. Due to Mayor Ostenburg's absence, Trustee Kenneth Kramer was named President Pro tem and led the Board and the audience in the pledge of allegiance.

1. **Motor Fuel Tax Maintenance Resolution and Municipal Maintenance Cost Estimate for Fiscal Year 2013**

Mayor Ostenburg noted that every year, the Illinois Department of Transportation requires that every municipality 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/fiscal year.

Manager Mick said that the Village's upcoming maintenance year costs consist of material 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, traffic sign replacement as performed by contractors, and engineering services costs for materials testing and other engineering services. Beginning this year, Public Works will no longer charge day labor equipment/vehicle costs when village equipment/vehicles are used to perform the work outlined on the Municipal Estimate of Maintenance Costs BLR 14231.

Manager Mick said that Public Works had conferred with the Finance Department and will now charge vehicle expenses to the General Fund where they will still be tracked as MFT eligible expenses. Public Works seeks to accumulate more of its MFT funds to fund capital projects, maintenance contracts, and engineering services.

The upcoming fiscal year's Maintenance Resolution is in the amount of $541,462.22.

There was general discussion of this item. Mayor Ostenburg said this item will be on the next regular agenda for approval.

2. **Thorn Creek Bridge Replacement Design Engineering (Phase II) Local Agency Agreement for Federal Participation**

Mayor Ostenburg called on the Manager to outline this item. Manager Mick said that the Bridge crossing Thorn Creek at Thorn Creek Drive is inspected yearly. During these inspections structural deficiencies are rated. The Thorn Creek Bridge Rating is such that it is eligible for replacement under the Highway Bridge Program (HBP). This Federal program will fund 80% of the costs to replace the structure. The estimated cost for construction of this bridge is$1,070,000. This makes the Village share $214,000.00.

Director of Public Works Ken Eyer said the Village recently received approval of the Phase I Preliminary Engineering Study and is authorized to move forward to Phase II Design Engineering. The Local Agency Agreement for Federal participation is for Design Engineering only. Mr. Eyer added that for the design of the Thorn Creek structure the Village is required to pay for this work and will be reimbursed through the Illinois Department of Transportation. The cost to the Village will be 20% of $108,840.00 which is $21,768.00. Funding for this project has been budgeted in the current fiscal year under the MFT appropriations.

Following discussion of the item, the Mayor said this item will be on the next regular meeting for approval.

3. **Thorn Creek Bridge Replacement Preliminary (Phase II) Design Engineering Resolution for Improvement by Municipality Preliminary Engineering Services Agreement for Federal Participation**

Manager Mick noted this item is a follow up to the Local Agency Agreement for Federal Participation for the replacement of the Thorn Creek Bridge, Phase II Design Engineering and the Improvement Resolution to provide Motor Fuel Tax (MFT) funding in the amount of $108,840.00. This agreement between the Village and Baxter & Woodman Consulting Engineers is to provide Engineering Services in the amount of $108,840.00 for plans and specifications which meet the Federal and State requirements as set forth in Preliminary Engineering Services Agreement for Federal Participation (BLR 5610). The Highway Bridge Program will fund 80% of the costs for the Phase II Design Engineering. The cost to the Village for this Design will be $21,768.00 after the 80% reimbursement. Baxter and Woodman in their project schedule has targeted a January 2013 letting date.

This item was discussed along with Item #2. With no further discussion, this item will be on the next regular agenda for approval.

4. Resolution for Improvement by Municipality Thorn Creek Bridge Replacement
Mayor Ostenburg said that this item is a follow up to the Local Agency agreement for Federal Participation for the replacement of the Thorn Creek Bridge, Design Engineering. This resolution provides Motor Fuel Tax (MFT) funding in the amount of $108,840.00 for the Phase II Design Engineering. The Highway Bridge Program will fund 80% of the costs for the Phase II Design. The cost to the Village for the design will be $21,786.00 after the 80% reimbursement.

There was general discussion of this item. Mayor Ostenburg said this item will be on the next regular agenda for approval.

5. Resolution for Improvement by Municipality North Street Resurfacing
Manager Mick said that the Village was notified January 10, 2012 for tentative approval of an Illinois Commerce Commission EJE Mitigation Grant to resurface North Street. The Village would be responsible for the design and construction engineering for the resurfacing of North Street. The grant would cover 90% of the cost to resurface North Street from Orchard west to the Village limit. The cost to resurface this section of road is estimated to be $280,000.00.

He added that this resolution for Improvement by Municipality under the Illinois Highway Code (BLR 09111) is to provide funding for the preparation of plans and specifications in the amount of $30,000.

There was general discussion of this item. Mayor Ostenburg said this item will be on the next regular agenda for approval.

6. Preliminary Engineering Services Agreement for North Street Resurfacing
Manager Mick said that the Village was notified January 10, 2012 for tentative approval of an Illinois Commerce Commission EJE Mitigation Grant to resurface North Street. The Village would be responsible for the design and construction Engineering for the resurfacing of North Street. The Grant would cover 90% of the cost to resurface North Street from Orchard west to the Village limit. The cost to resurface this section of road is estimated to be $280,000.00.

Director of Public Works Ken Eyer responded to general questions and said the department recommends the Village enter into an Engineering Services Agreement with Baxter & Woodman Consulting Engineers to prepare plans and specifications to resurface North Street from Orchard Dr. to the west Village Limit. The cost for this work is $30,000.

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

7. A Resolution Authorizing the Execution of a Representation Agreement Between the Village of Park Forest and Marcus & Millichap, Inc., Regarding the Property Commonly Known as 202 Forest Boulevard

Mayor Ostenburg said that in October 2008 and September 2009, the Board approved a resolution authorizing the execution of a representation agreement between the Village of Park Forest and Marcus & Millichap, Inc. Mayor Ostenburg called on Director of Economic Development Hildy Kingma to review the progress.

Ms. Kingma said that in the intervening months, eleven (11) firms responded to the first offering, and we were under contract with a buyer for four (4) months. During their due diligence period, the buyer chose not to close the deal for lack of available financing. The property was taken off market while it was under contract. In September 2009, the Board approved extending the contract for another 6 month interval. During this interval, six (6) buyers responded and we were under contract. This buyer dissolved and reorganized their firm. With the reorganization, the March 2010 property acquisition transaction was no longer a priority and the sale was not consummated. The property was not listed in 2011 during the time that the lease with the tenant was being negotiated. Marcus & Millichap representatives believe that they can successfully reintroduce the property to market and that a new offering would be well received by buyers. She added that Staff agreed with them.

Ms. Kingma said that proposed Representation Agreement with Marcus & Millichap, is essentially the same as the agreements approved in 2008 and 2009. Paul Stephanides, Village Legal Counselor, has reviewed the agreement and resolution. Legal counsel to Marcus & Millichap has reviewed the agreement.

Board members questioned Ms. Kingma about the contract, with no further discussion, this item will be on the next regular agenda for approval.

8. Purchase of Design and Fabrication of Interpretive Signs for Rail Fan Park

Mayor Ostenburg asked Manager Mick to report on this item. John Joyce said that as part of the development of the new Rail Fan Park at the CN Connection at our Matteson lot there has been a plan to have several interpretive boards to explain several important things about the connection, railroading in general and the adjacent Old Plank Road Bike Trail. We have used as the prototype for this the interpretive sign panels installed at Central Park Wetlands.

Mr. Joyce said that staff worked with Ms. Lise Schools of Interpretive Ideas. We have found this company to be very effective at telling a big story with just a few graphics, photos and a minimum of copy so as to keep visitors attention. We have also been very satisfied of the quality and durability of the high-pressure laminate plastic panels that have been at Central Park for over 5 years.

Mr. Joyce went over the details of the project plans and noted that Ms. Schools will do her research to round out the various messages to be told. Her proposal is for eight (8) panels varying in size from 18” X 36” to 42” X 36”. The final size will depend on the

topic, the location and the result of research. Ms. School's proposal is in the amount of $12,844. Mr. Joyce added that because this involves research, design and sizing of the finished product, it was recommended to allow for a 10% contingency to account for changes for a total of up to $14,130. Director Joyce added that since this is also a true "professional service" it is being presented as a single source purchase.

Board members had questions about sign placement, content and the vendor. With no further questions or discussion 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. Manager Mick also noted the upcoming dates for focus group to meet regarding the Sustainability Plan.

Trustee's Comments
Trustees reported on upcoming Commission meetings and events.

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 7:32 p.m.

Respectfully submitted,
Sheila McGann, Village Clerk

VILLAGE OF PARK FOREST

Village Board Regular Meeting
February 20, 2012
Village Hall 7:00 p.m.

M I N U T E S

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee Georgia O'Neill, Trustee Gary Kopycinski, Trustee Kenneth Kramer, Trustee Robert McCray (7: 02p.m.)

ABSENT: Trustee Bonita Dillard

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Police Chief Cliff Butz, Deputy Chief Michael McNamara, Fire Chief Robert Wilcox, Fire Lieutenant Steve Bobzin, Director of Recreation and Parks John Joyce, Director of Public Health Jenise Ervin, Director of Community Development Lawrence Kerestes, Assistant to the Village Manager Denyse Carreras, Director of Public Works Ken Eyer, Fire Department Administrative Assistant Traci Apt

ALSO PRESENT: Doug Price, Plan Commission Chair, Vernita Lewis, Plan Commission Vice Chair, PADS Executive Director Mike Wasserberg and Deputy Director Michael Cobb

RECORDER: Village Clerk Sheila McGann

Roll Call

Pledge of Allegiance

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

Mayor Ostenburg introduced three new firefighters and asked Village Clerk McGann to swear each of the new firefighters into office. The new Firefighters were Kevin Grove, Raymond Peterlin and Tyler Triemstra.

Reports of Village Officers

Mayor

None

Village Manager

Manager Mick noted the passing of Rhoda Adler who was a staple of the community. Rhoda volunteered tirelessly for LifeSource Blood services for many years and received national awards for her volunteerism. Rhoda was also given the honor of being named in the Park Forest Hall of Fame.

The Manager reported on voter registration and early voting for the March 20 election. He reviewed upcoming events.

Village Clerk
Clerk McGann noted dates and times for voter registration and early voting.

Reports of Commission Liaisons and Committee Chairpersons
Trustees reported on upcoming Commission meetings.

Citizens Comments, Observations, Petitions
None

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

1. **A Motion to Approve the Minutes of the Rules Meeting of October 26, 2009; the Minutes of the Regular Meeting of October 26, 2009; the Minutes of the Rules Meeting of November 2, 2009; the Minutes of the Regular Meeting of November 9, 2009 and the Minutes of the Special Rules Meeting of February 4, 2012**

2.A Resolution Authorizing the Execution of a Representation Agreement Between the Village of Park Forest and Marcus & Millichap, Inc., Regarding the Property Commonly Known as 202 Forest Boulevard

3.A Motor Fuel Tax Maintenance Resolution and Municipal Maintenance Cost Estimate for Fiscal Year 2013

4.**A Resolution for Improvement by Municipality Thorn Creek Bridge Replacement**

5. A Motion to Approve the Thorn Creek Bridge Replacement Design Engineering (Phase II) Local Agency Agreement for Federal Participation

6. A Motion to Approve the Thorn Creek Bridge Replacement Preliminary (Phase II) Design Engineering Resolution for Improvement by Municipality Preliminary Engineering Services Agreement for Federal Participation

7. A Resolution for Improvement by Municipality for North Street Resurfacing

8. A Motion to Approve Preliminary Engineering Services Agreement for North Street Resurfacing

9.A Motion to Approve Purchase of Design and Fabrication of Interpretive Signs for the Rail Fan Park

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

Ayes: 6
Nays: 0
Absent: 1

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

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

10. **An Ordinance Authorizing the Acquisition of the Property Commonly Known as 6 Apache by Deed in Lieu of Foreclosure (First Reading)**

Mayor Ostenburg stated this item has had first reading and will be on the next Rules agenda for discussion.

11. **An Ordinance Granting a Conditional Use for a Religious Temple and Cultural Center (First Reading)**
Mayor Ostenburg stated this item has had first reading and will be on the next Rules agenda for discussion.

12. **An Ordinance Authorizing the Acquisition of a Property at 259 Arrowhead Street (First Reading)**
Mayor Ostenburg stated this item has had first reading and will be on the next Rules agenda for discussion.

13. **An Ordinance Authorizing the Acquisition of a Property at 228 Allegheny Street (First Reading)**
Mayor Ostenburg stated this item has had first reading and will be on the next Rules agenda for discussion.

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

Mayor Ostenburg adjourned the meeting 8:04 p.m.

Respectfully submitted,
Sheila McGann, Village Clerk

VILLAGE OF PARK FOREST

Village Board Rules Meeting
February 27, 2012
Village Hall 7:00 p.m.

M I N U T E S

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee Gary Kopycinski, Trustee Kenneth Kramer, Trustee Robert McCray (7:10 p.m.), Trustee Georgia O'Neill

ABSENT: Trustee Bonita Dillard

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Paul Stephanides, Police Chief Cliff Butz, Deputy Chief Mike McNamara, Fire Chief Robert Wilcox, Director of Recreation and Parks John Joyce, Director of Public Relations Jason Miller, Health Department Director Jenise Ervin; Director of Economic Development Hildy Kingma; Director of Community Development Lawrence Kerestes, Assistant to the Village Manager Denyse Carreras, Chief Water Plant Operator Ron Erickson

RECORDER: Village Clerk Sheila McGann

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

1. **An Ordinance Authorizing the Acquisition of the Property Commonly Known as 6 Apache by Deed in Lieu of Foreclosure**

Director Hildy Kingma noted that as was the case in September 2009 when the Village had the opportunity to acquire the properties at 258 Arcadia and 309 Minocqua, in November 2010 with 201 Miami and December 2011 with 211 Mantua 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, 6 Apache is in the same position.

For the property at 6 Apache, 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 September 2006 to foreclose on the recorded liens.

Illinois law contains a procedure that allows a property owner to convey title to his or her property to a plaintiff in a foreclosure proceeding in exchange for the plaintiff agreeing not to seek a personal judgment against the property owner. This process is known as

"deed in lieu of foreclosure" and it provides a way for the parties to avoid the time consuming and expensive process of going through the courts to obtain foreclosure in the traditional manner.

The 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 by the Village Code.

Following general discussion, Mayor Ostenburg said this item will be on the Regular Meeting agenda immediately following.

2. **An Ordinance Granting a Conditional Use for a Religious Temple and Cultural Center**
Director Kingma said that the Village has received a request from the Hindu Cultural Center (property owner) for a Conditional Use to permit a religious temple and cultural center at the property at 99 Dogwood Street. This property is currently only used as a cultural center.

Consistent with Section 118-28 of the Park Forest Zoning Ordinance, the Plan Commission conducted a public hearing on this request at their January 17, 2012, meeting. Notice of the public hearing was published in the *Southtown/Star Newspaper* on December 29, 2011. After taking public comment and discussing this request, the Plan Commission voted unanimously to approve the requested Conditional Use with the following conditions :

- The building must be maintained in compliance with all building, fire, and property maintenance codes.
- The roof over the meeting/banquet hall must be repaired to prevent leaks into the building no later than six (6) months after approval of the requested Conditional Use by the Board of Trustees.
- The parking lots and access drives must be improved, including patching of potholes, seal coating, and re-striping, no later than six (6) months after approval of the requested Conditional Use by the Board of Trustees.

Mayor Ostenburg said the Ordinance was reviewed by the Village Attorney and this item will be on the Regular Agenda immediately following for final reading.

3. **An Ordinance Authorizing the Acquisition of a Property at 259 Arrowhead Street**
Ms. Kingma reported that the property at 259 Arrowhead Street was recently donated to Habitat for Humanity Chicago South Suburbs because the owner is living in a nursing home and her family lives out of state. Habitat does not intend to use this house for their program because it is located in the Eastgate neighborhood and the conditions in the neighborhood are such that they do not want to move new families into the area.

Habitat has offered to donate the property to the Village to further plans for redevelopment of the neighborhood. The house is currently in deteriorated condition and will be demolished when funds become available.

Following general discussion, this item will be on the Regular Agenda immediately following for final reading.

4. **An Ordinance Authorizing the Acquisition of a Property at 228 Allegheny Street**
Director of Public Works Ken Eyer explained that the house on the property at 228 Allegheny Street was one of seven homes demolished in September 2011 using Cook County Neighborhood Stabilization Program funds (two additional homes will be demolished in the near future using this same grant). The house was vacant and severely blighted. A lien in the amount of $9,954.50 was placed on the property in December 2011 to account for the cost of demolition.

The current owner of the property, Wells Fargo Bank, N.A., has agreed to donate the property to the Village, provided the demolition lien is released. Wells Fargo will provide clear title to the property, pay taxes up to the day of closing, pay all past utility bills, and pay for closing costs to transfer title.

Manager Mick noted that the Village Attorney prepared the attached Ordinance and has reviewed and approved the Donation Agreement.

Following general discussion, this item will be on the Regular Agenda immediately following for final reading.

5. **Local Agency Agreement for Federal Participation for Lakewood/Indianwood Resurfacing**

Director Eyer said that the Lakewood/Indianwood Resurfacing Project has been accepted and scheduled for bidding on the April 27, 2012 State letting. In order to meet this targeted letting the Illinois Department of Transportation requires the Village Board to approve the Local Agency Agreement for Federal Participation and return it by March 9. This agreement provides FHWA (STU) funding in the amount not to exceed $727,125.00. This is based on 70% of the actual construction ($975,000) and construction engineering costs ($63,750) which total $1,038,750. The Village share is estimated to be $311,625.00. Funding for the Village share will utilize Motor Fuel Tax Funds.

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

Following general discussion, this item will be on the Regular Agenda immediately following for final reading.

6. **Engineering Service Agreement for Lakewood/Indianwood Resurfacing Project**
Director Eyer said the Lakewood/Indianwood Resurfacing Project has been accepted and scheduled for bidding on the April 27, 2012 State letting. If the Board enters into Local Agency Agreement for Federal Participation to comply with item 3 under Local Agency Agrees, "To provide……. engineering supervision during construction of proposed improvement", Baxter & Woodman has submitted an agreement for the necessary Construction Engineering Services (ESA). Baxter & Woodman will provide these services for a total of $63,750. According to the Local Agency Agreement for Federal Participation the Village will be responsible for $19,125.00 (30%) of this amount.

Following general discussion, this item will be on the Regular Agenda immediately following for final reading.

7. **Supplemental Resolution for Improvement by Municipality to Resurface Lakewood/Indianwood**
Director Eyer reported that this item is a follow up to the Local Agency agreement for Federal Participation for the Lakewood/Indianwood Resurfacing project and the Engineering Service Agreement. This resolution provides Motor Fuel Tax (MFT) funding in the amount of $311,625.00 for construction and construction engineering for the Lakewood/Indianwood Resurfacing project. This document supplements the resolution passed November 21, 2011 providing $45,000 for the design phase of this project. The $311,625.00 is for the Village share (30%) of the construction cost.

Following general discussion, this item will be on the Regular Agenda immediately following for final reading.

8. **A Resolution Revising the Meeting Schedule for the Calendar Year 2012**
Manager Mick said that at the December 2011 Regular Board Meeting, the Village Board adopted its annual Holiday Meeting Calendar for 2012. As part of the calendar, the Board Meetings for the month of May were noted as

- Monday, May 7th - Rules Meeting
- Monday, May 21st - Regular Meeting
- Tuesday, May 29th - Rules Meeting/Regular Meeting

With the May 21 Board Meeting, both the Mayor and Village Manager will be away from Park Forest on Village business. After consultation with the Mayor it was suggested that the May 21st Board Meeting be moved up to the preceding Monday (May 14th). At the February 20, 2012 Regular Meeting this shift in schedule was shared with the Board with no scheduling conflicts being noted.

With no discussion, this item will be on the Regular Agenda immediately following for final reading.

Mayor's Comments
Mayor Ostenburg reported on meetings he attended.

Manager's Comments
Manager Mick commented on upcoming events.

Trustee's Comments
None

Attorney's Comments
No report

Audience to Visitors
None

Adjournment
Motion was made by Trustee Kramer, seconded by Trustee O'Neill, and was passed by a unanimous voice vote. The meeting was adjourned at 7:19 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. February 27, 2012

PRESENT:	Mayor Ostenburg, Trustee Brandon, Trustee Dillard, Trustee Kopycinski, Trustee Kramer, Trustee McCray, Trustee O'Neill
ABSENT:	Trustee Bonita Dillard
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, Deputy Police Chief Mike McNamara, 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

Mayor Ostenburg called the meeting to order at 7:20 p.m. Roll Call was taken and a quorum established. Mayor Ostenburg led the audience in the Pledge of Allegiance.

REPORTS OF VILLAGE OFFICERS

Village Mayor: No Report

Village Manager:
Manager Mick reported to the Board and the public on how to access information on the referendum questions which will be on the March 20, 2012 ballot.

Manager Mick reported on upcoming events and voter registration and early voting dates.

Village Clerk:
Clerk McGann announced dates for voter registration and early voting.

REPORTS OF COMMISSION LIAISONS AND COMMITTEE CHAIRPERSONS
Trustees noted upcoming Commission 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.

Mayor Ostenburg read the items to be approved:

1. MOVED, that the Mayor and Board of Trustees approve a Resolution Thanking Jane Troescher for her Years of Service to the Village of Park Forest

2. MOVED, that the Mayor and Board of Trustees approve entering into a Local Agency Agreement for Federal Participation for Lakewood/Indianwood Resurfacing

3. MOVED, that the Mayor and Board of Trustees approve an Engineering Service Agreement for Lakewood/Indianwood Resurfacing Project with Baxter and Woodman providing the services for a total of $63,750; the Village is responsible for $19,125 (30%) according to the Local Agency Agreement for Federal Participation

4. MOVED, that the Mayor and Board of Trustees approve a Supplemental Resolution for Improvement by Municipality to Resurface Lakewood/Indianwood

5. MOVED, that the Mayor and Board of Trustees adopt a Resolution revising the meeting schedule for the calendar year 2012

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 Authorizing the Acquisition of the Property Commonly Known as 6 Apache by Deed in Lieu of Foreclosure (Final Reading)**

Mayor Ostenburg said this item had been discussed at the earlier Rules Meeting and asked if there were any further questions. Hearing none, Mayor Ostenburg called for a motion to adopt the ordinance at final reading. Motion was made by Trustee Brandon and seconded by Trustee Dillard. Clerk McGann called roll 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 ordinance is adopted.

7. **An Ordinance Authorizing the Acquisition of a Property at 259 Arrowhead Street (Final Reading)**

Mayor Ostenburg said this item had been discussed at the earlier Rules Meeting and asked if there were any further questions. Hearing none, Mayor Ostenburg called for a motion to adopt the ordinance at final reading. Motion was made by Trustee Brandon and seconded by Trustee Dillard. Clerk McGann called roll 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 ordinance is adopted.

8. **An Ordinance Authorizing the Acquisition of a Property at 228 Allegheny Street (Final Reading)**

Mayor Ostenburg said this item had been discussed at the earlier Rules Meeting and asked if there were any further questions. Hearing none, Mayor Ostenburg called for a motion to adopt the ordinance at final reading. Motion was made by Trustee Brandon and seconded by Trustee Dillard. Clerk McGann called roll 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 ordinance is adopted.

9. **An Ordinance Granting a Conditional Use for a Religious Temple and Cultural Center (Final Reading)**

Mayor Ostenburg said this item had been discussed at the earlier Rules Meeting and asked if there were any further questions. Hearing none, Clerk McGann called roll 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 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 8:47 p.m.

Sheila McGann, Village Clerk

VILLAGE OF PARK FOREST

Village Board Regular Meeting
Monday, March 19, 2012
Village Hall 7:00 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 (7:10p.m.)

ABSENT: Trustee Georgia O'Neill

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Police Chief Cliff Butz, Deputy Chief Michael McNamara, Fire Chief Robert Wilcox, 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, Park Superintendent Rob Gunther

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Twenty family and friends of Police Officers; Library Board Member Sevena Merchant; Harry Holt; Glensis Strang; Mary Palelogois, SouthtownStar Newspaper

Pledge of Allegiance

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

Manager Mick asked Police Chief Butz to introduce three police officers. Clerk McGann swore in Corporal Todd Beilke and Police Officer Alex Bregin and Police Officer Jason Wolski.

Reports of Village Officers

Mayor

Mayor Ostenburg reported that he had been in Washington for the National League of Cities Conference discussing problems and programs available regarding the housing crisis. He also noted that there is a committee being put together that will work with the Governor regarding the Abe Lincoln Airport. He also noted that some elected official advisory committees met with District 227 to discuss a number of items. He added that there will be public forum on Sunday, March 24 at Freedom Hall to discuss the need for a Level 1 Trauma Center in the South Suburbs.

Village Manager

Manager Mick clarified a newspaper article regarding a "$4.75" 911 surcharge referendum that would increase phone charges. The correct amount is $3.75. Manager Mick also reported on various activities within Park Forest.

Manager Mick introduced Myra West from La Rabida who talked about the 5K Run/Walk scheduled for Saturday, April 28 to raise awareness for children's advocacy and child abuse prevention.

Manager Mick asked Park Superintendent Rob Gunther to give an update on the Park Forest Rail Fan Park and had displays of a conceptual rendering featuring various plants. One feature of the park will be a boardwalk; Canadian National will provide a caboose and other railroad items. Kelsey Show from Possibility Palace Nursery had a PowerPoint presentation displaying the plants that will be used in the park.

Manager Mick added that there will be a Sustainablity Plan meeting Tuesday, March 20 at Dining on the Green.

Village Clerk
Clerk McGann gave voting information for the March 20 election.

Reports of Commission Liaisons and Committee Chairpersons
Trustee Kopycinski reported that the Commission on Human Relations discussed the venue for next year's event. He also noted a Health Fair/Wellness presentation on March 25.

Trustee Dillard reported that Recreations and Park Commission will meet March 27 to set goals for this year.

Trustee Kramer said that the Senior Commission will meet on April 5.

Trustee Brandon noted that the Environment Commission will meet March 22 for a community garden workshop. She also noted that the Youth Commission met Tuesday, March 11, to continue their work on Youth Day.

Citizens Comments, Observations, Petitions
Harry Holt, 323 Natoma Street, expressed concerned about an increase in crime and would like to see more protection in the area. He commented on the great job by the police department after the gunshot incident on Marquette Street. Mayor Ostenburg noted that the Village needs more citizen participation including neighborhood meetings which helps prevent and solve crimes. He explained that Park Forest's crime rate has gone down since the Crime Free Ordinance went into effect. Chief Butz said that there has been a huge increase in burglaries in all of the south suburbs.

Glennis Strange**,** 285 Arrowhead, noted that foreclosed homes are not boarded up securely, nor is the grass being cut. Mayor Ostenburg explained that sometimes it is difficult to find the owners because titles change hands. The Village can cut the grass and put a lien on the house to recoup the costs if there is a question of ownership.

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

CONSENT:

1. Approve the Minutes of the Special Rules meeting of February 25, 2012 and the Minutes of the Saturday Rules Meeting of March 3, 2012

2. Adopt a resolution for construction on a State Highway

3. Adopt a resolution approving Fiscal Policies for the 2012/2013 Fiscal Year Budget

4. Adopt a resolution recognizing Aunt Martha's Youth Services on the occasion of their 40th Anniversary

Approval of the consent agenda was moved by Trustee Kramer and seconded by Trustee Brandon. Mayor Ostenburg asked if there any items that anyone wished 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: 6
Nays: 0
Absent: 1
The consent agenda was adopted with six (6) ayes, no (0) nays and one (1) absent.

DEBATABLE:

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

5. An Ordinance Adopting the Housing Element of the Official Comprehensive Plan and Amending Chapter 78 ("Planning"), Article III ("Official Plan"), Section 78-62 ("Created and Adopted") of the Code of Ordinances (First Reading)

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

6. An Ordinance Amending Ordinance No. 1945 Adopting the Annual Budget for the Year Commencing July 1, 2011 and Ending June 30, 2012 (First Reading)

This item will be on the agenda for action at a subsequent meeting after further discussion.

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

Mayor Ostenburg adjourned the meeting 8:06 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Rules Committee Meeting
Monday, April 2, 2012
Village Hall 7:00 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

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Paul Stephanides, Police Chief Cliff Butz, Deputy Police Chief McNamara, Fire Chief Robert Wilcox, 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, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer, Chief Water Plant Operator Ron Erickson, Administrative Assistant Tracy Apt

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Approximately twenty family and friends; Chuck Dehringer, Chicago Heights

Meeting was called to order at 7:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Mayor Ostenburg commented on the passing of Etel Billig who established the Illinois Theater Center. She will be missed by all and will live in our memories.

Manager Mick introduced Fire Chief Wilcox and Captain Wheeler who presented the Annual Fire Department Honors and Awards: Firefighter of the year Jim Lustig and Firefighter Caroline Gray and POC Bill Tilley were also nominated. Receiving the Meritorious Unit Award: Firefighter Paramedic Ed Wright, Firefighter Paramedic William Bry, Firefighter Paramedic Cory Murdock, Lt. Paramedic Meyer, and Corporal TJ Boldon. Receiving the Lifesaving award: Firefighter Paramedic Mark Catrono, Firefighter Paramedic Nathan Marconi, and Firefighter Paramedic Cory Murdock.

Mayor Ostenburg thanks all the recipients and congratulated them on their good work.

Mayor Ostenburg read a proclamation and stating that the week of April 8-12 is Telecommunicator's Week.

Mayor Ostenburg read a resolution recognizing the fortieth anniversary of Aunt Martha's and congratulated them on their continued success providing social services for youth in crisis and helping them to succeed. The proclamation was received by Warren Wood, Vice President of Community Based Services with Aunt Martha's.

Manager Mick introduced Angela Phillips, Site Manager of Aunt Martha's Services in Park Forest, who talked about the services provided for students, parents, and families for 3-5 year olds. There is a full day care service, September through May. She also discussed the home based service that teaches parents how to teach the child at home. Mayor Ostenburg said that early childhood education is vitally important to children and their families.

1. Ordinance Adopting the Housing Element of the Official Comprehensive Plan and Amending Chapter 78 ("Planning"), Article III ("Official Plan"), Section 78-62 ("Created and Adopted") of the Code of Ordinances

Manager Mick asked Director Kingma to give an overview of the official plan which the Board has reviewed and is available online. This part of the plan will update the currant 2008 Strategic Plan for Land Use and Economic Development and will be incorporated into the sustainablity plan.

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

2. An Ordinance Amending Ordinance No. 1945 Adopting the Annual Budget for the Year Commencing July 1, 2011 and Ending June 30, 2012

Deputy Village Manager Dankowski said that the Village annually does a budget review annually. Amendments are requested in the following areas: encumbrances, Board directives, grants, adjustments, and other initiatives.

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

3. Annual Award of Contracts for Water Treatment Chemicals

Mayor Ostenburg noted that items three and four will be taken together. Chief Erickson explained the chemicals required in water treatment and noted the bids of each. He added that lime residuals are removed from the water treatment plant daily. Manager Mick also said that four bid notices went to potential providers and also had bid notices posted in the newspaper.

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

4. Award of a Contract for Removal and Disposal of Lime Residuals

Director of Public Works, Ken Eyer reported that one bid was received for consideration and one no bid letter was received. He added that his contract will be in effect for a one-year period beginning May 1, 2012 and ending April 30, 2013. The contract also includes an annual renewal provision for four additional one year periods. Renewal price

adjustments will be based on the Consumer Price Index and will be subject to Village purchasing policies.

This contract includes the removal and disposal of the annual production of lime residuals from the Water Softening and Filtration Plant along with removal of additional residuals accumulated in the lagoons. This contract includes provisions and proposals for both phases of residual removal.

The low bidder for the removal of lime residuals is Steward Spreading, Inc., with a unit price of $35.50 per dry ton for 4000 dry tons of water plant residuals and a unit price of $38.50 for 2000 dry tons of lagoon residuals which is a total annual amount of $219,000. The 2011/2012 contractual unit price is $33.35, per dry ton, for water plant residuals and a unit price of $33.88, per dry ton, for lagoon residuals.

Steward Spreading, Inc is the current contractor for the project. They have met all of their contractual obligations over the last three years.

This item will be on the agenda at the next meeting.

5. Awarding of the FY 12-13 MFT Street Sweeping Maintenance Contract

Director Eyer noted that this item went out to bid and received three replies, only two bids received and one was a no bid. It is recommended to award the bid to Illinois Central Sweeping LLC.

This item will be on the agenda at the next meeting.

6. Amendment to Local Agency Agreement for Federal Participation for Orchard Drive

Director Eyer explained that IDOT will work with the Village on the Orchard Drive/Route 30 which will reduce the Village's expenses by 30%.

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

7. Request Approval of a MFT Resolution Appropriating Funding for Right of Way Acquisition and Local Match for Construction and Construction Engineering

Director Eyer noted that acquisitions of right of way are necessary to complete the construction projects.

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

8. Municipal Electricity Aggregation Program

Mayor Ostenburg noted that the Electricity Aggregation referendum did pass and the Village can go out to find a lower price for electricity. Manager Mick gave an overview of the process for municipal electricity aggregation program. The Village will follow the

state statute to complete the process. There will be two public hearings, April 16 and April 23. He noted that the manager may execute the bid, good for 24-48 hours. Mayor Ostenburg added that it is not the Village's intention to create a new revenue source. But there are costs involved to implement the project. Attorney Stephanides noted that the code limits the administration costs recouped in Section 106 483 B. Manager Mick added that all the information will be available on the Village's web site to allow them to make a knowledgeable decision.

Mayor's Comments
Mayor Ostenburg discussed a number of public events he has attended recently in Park Forest. He also noted that there will be a meeting April 4 on the liquor ordinance changed.

Manager's Comments
Manager Mick reported on the Orchard Drive Project and other Village news. He reminded the residents that opening day and Parade for Park Forest Baseball is April 14.

Trustee's Comments
Trustee O'Neill wished to congratulate the firefighters for serving Park Forest so well. The Economic Development Advisory Group met in March and worked on a step by step process to attract businesses.

Trustee Dillard reported the Recreation and Parks met March 28; they are setting goals for future projects by utilizing unused parks and getting residents involved.

Trustee Kramer noted that the Senior Commission will meet April 4.

Trustee Brandon said that the Environment Commission will meet April 5 to discuss the community garden. The Youth Commission will meet on April 10. She also offered her condolences to the family of Etel Billig.

Trustee McCray reminded everyone to take the necessary precautions to prevent bicycle theft.

Trustee Kopycinski noted that the Human Relations Commission will meet April 10.

Attorney's Comments
Attorney Stephanides reported that April 20 is the release date of the official election results from the Clerk's Offices of Cook and Will Counties.

Audience to Visitors
Chuck Dehringer, Chicago Heights, announced that the EPA is having a seminar about water shed science.

Adjournment
This concluded the rules committee Board meeting.

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kramer, seconded by Trustee Dillard, and a roll call vote was taken with the following results:
Ayes: 7
Nays: 0
Absent: 0

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

Mayor Ostenburg adjourned the rules meeting at 8:54p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Regular Meeting
Monday, April 16, 2012
Village Hall 7:00 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 Georgia O'Neill

ABSENT: Trustee Robert McCray

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Police Chief Cliff Butz, Deputy Fire Chief Bruce Ziegler, Director of Recreation and Parks John Joyce, Director of Public Health Christine Blue, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Pete McGuire and family**;** Larrie Shover, Northwest Illinois Municipal Electric Collaborative; Karen Taylor, Joe Suppes, Jr., South Suburban Food Co-op.; and approximately thirty community members

Roll Call

Pledge of Allegiance
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.

Mayor Ostenburg read a resolution congratulating Pete McGuire for his induction into the Illinois High School Coach's Hall of Fame honoring him for his many years of coaching.

Mayor Ostenburg read a proclamation announcing the 2012 Week of the Young Child in Park Forest remembering the needs of children and the services provided for them.

PUBLIC HEARING-Park Forest Electric Aggregation Plan

Mayor Ostenburg called to order the public hearing on the Park Forest Electric Aggregation Plan at 7:07 pm.

Manager Mick gave a brief overview about electric aggregation and noted that the Village's website has a thorough explanation of the entire process. Tonight, there was a

representative from Northern Illinois Municipal Electric Collaborative (NIMEC), Larrie Shover, who would explain and answer any questions about the plan. Manager Mick added that there will be another public hearing next Monday. He also noted that residents could opt out of the plan.

Larrie Shover, NIMEC, explained the plan that would allow the Village to get a better rate, collectively, on their electricity than a single resident similar to cable TV. He explained that everything on the bill will be the same as will the service, but the supplier will be noted on the bill. The Village will negotiate the rate, the supplier, and terms. A letter will be sent with the rates at a later date.

Manager Mick gave an overview of the process. He added that a resident can expect to see approximately $150 in savings annually and can opt out at any time. They can also opt in at a later date. At this time, a termination fee has not been determined.

Mayor Ostenburg asked if anyone in the audience had any questions.

Darleen Beebe, Monee Road, asked about additional fees from ComEd or the Village. Manager Mick answered that there is no surcharge from ComEd, rates will be fixed. The administrative fee has not been finalized but would be minimal per resident, less than fifty cents per household per month. He also explained that three other communities are in this plan with Park Forest. He also noted that ComEd is not allowed to make money on the selling of electricity.

Zerrick Ville, Tomahawk Street, asked if a smaller amount of people opt out, would it affect the price. Manager Mick said that that would be decided when it goes out to bid. NIMEC estimates 10% will opt out.

Ms. Manny, Wilshire Street, expressed her views on the opt in/opt out process. Manager Mick appreciated her comments. The Village has an informal list of residents that wish to opt out and will follow up with them to assure that the opt out process is simple. The Village is following state statutes regarding the electric aggregation plan.

Mayor Ostenburg asked three times if anyone else wished to speak on the electric aggregation plan. Hearing none, he closed the public hearing on the Park Forest Electric Aggregation Plan at 7:38 pm. He opened the regular board meeting.

Reports of Village Officers

Mayor

Mayor Ostenburg announced that he recently had met with a few groups and churches regarding a liquor ordinance change in the Village that may affect those groups that request temporary liquor licenses. This week he also attended the dedication of a Habitat for Humanity home in Park Forest and the 2012 Park Forest Hall of Fame Induction.

Village Attorney

None

Village Manager
Manager Mick introduced Park Forest Youth Commission Chairperson Diane Hill who gave her annual report to the Board. Staff liaison Kevin Adams, Trustee liaison Mae Brandon, and the Commissioners were commended for the work that they do all year.

Manager Mick introduced Karen Taylor and Joe Suppes from the South Suburban Food Co-op who announced the grand opening in Park Forest on Saturday, April 21 and all were invited.

Manager Mick announced that there will be another Public Hearing for the Park Forest Electric Aggregation Plan Monday, April 23 at 7:00 pm.

Village Clerk
No report

Reports of Commission Liaisons and Committee Chairpersons
Trustee O'Neill said that the Environment Commission will give a report to the Board about tax abatements at a later date.

Trustee Dillard noted that the Housing Authority will meet April 19.

Trustee Brandon offered congratulations to the 2012 Park Forest Historical Society's Hall of Fame inductees.

Trustee Kramer said that the Senior Commission met with two companies that supply emergency communication for seniors.

Trustee Kopycinski reported that he and three others had met with Representative DeLuca and discussed a number of items including Nurses Plus and the Health Department. Mayor Ostenburg added that the Board has a legislative agenda which meets regularly with local representatives that allows for good communication with our elected officials and benefits our community.

Citizens Comments, Observations, Petitions
Mae Brandon, 28 Braeburn, announced that the NIU Steel Drum Band would be performing at the Faith United Protestant Church on April 20 and all are invited.

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

CONSENT:
1. Adopt a Resolution Congratulating Pete McGuire on his induction into the Illinois High School Association Coaching Hall of Fame

2. Adopt a Resolution Establishing the 2012 Village of Park Forest Legislative Agenda

3. Approve a MFT Resolution Appropriating Funding for Right of Way Acquisition and Local Match for Construction and Construction Engineering in an amount not to exceed $46,000.

4. Approve an Amendment to Local Agency Agreement for Federal Participation for Orchard Drive in an amount not to exceed $185,000.

5. Authorize Manager to award contracts for water treatment chemicals including 24,000 pounds of hydrofluosilicic acid from Viking Chemical in the amount of $13,080; for 70 tons of salt from Viking Chemical in the amount of $17,290; for 300 tons of carbon dioxide from Linde, Inc. in the amount of $22,500; for 780 tons of soda ash-light from Brenntag Mid-South, Inc. in the amount of $299,153; said expenditures to be from the Water Fund.

6. Authorize Manager to award a contract to Steward Spreading, Inc. of Sheridan, Illinois for the removal and disposal of lime residuals in the amount of $219,000; said expenditure to be from the Water Fund; said expenditures to be from the Water Fund.

7. Authorize Manager to contract with Illinois Central Sweeping LLC of Blue Island, IL for the FY 2012-13 MFT street sweeping maintenance contract in the amount of $43,500 with a 25% contingency for additional work as determined by the Village Engineer, for a total cost not to exceed $54,375.

8. Authorize Manager to contract with Matt's Property Maintenance for the maintenance of the cul-de-sacs and selected vacant properties for an estimated season total of $10,968; the remainder of the contract be awarded to Suburban Landscaping with an estimated season total of $48,380.

9. Appoint Shavon Parker of 210 Juniper Street as a member of the Youth Commission for a three-year term to expire December 31, 2014.

Approval of the consent agenda was moved by Trustee Kopycinski 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: 6
Nays: 0
Absent: 1

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

DEBATABLE:

10. An Ordinance Adopting the Housing Element of the Official Comprehensive Plan and Amending Chapter 78 ("Planning"), Article III ("Official Plan"), Section 78-62 ("Created and Adopted") of the Code of Ordinances (Final Reading)

Mayor Ostenburg called for a motion to adopt the ordinance on final reading. Motion to adopt was made by Trustee Kopycinski and seconded by Trustee Brandon. President Ostenburg asked if there was any other discussion. Hearing none, he asked for a role call vote. Role was called by Clerk McGann. The ordinance was approved with the following results:

Ayes: 6
Nays: 0
Absent: 1

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

11. An Ordinance Amending Ordinance No. 1945 Adopting the Annual Budget for the Year Commencing July 1, 2011 and Ending June 30, 2012 (Final Reading)

Mayor Ostenburg called for a motion to adopt the ordinance on final reading. Motion to adopt was made by Trustee Kopycinski and seconded by Trustee Dillard. President Ostenburg asked if there was any other discussion. Hearing none, he asked for a role call vote. Role was called by Clerk McGann. The ordinance was approved with the following results:

Ayes: 6
Nays: 0
Absent: 1

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

12. An Ordinance Providing for Electricity Aggregation Program an Ordinance and Amending Chapter 106 ("Utilities"), of the Code of Ordinances, Village of Park Forest, Cook and Will Counties by adding a New Article VIII ("Electricity Aggregation Program") (First Reading)

This item has had first reading and will be on agenda for further discussion at the next rules meeting and action taken at a later meeting.

13. An Ordinance Authorizing the Acquisition of the Property at 278 Allegheny Street (First Reading)

This item has had first reading and will be on agenda for further discussion at the next rules meeting and action taken at a later meeting.

Adjournment
This concluded the regular Board meeting.

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 8:14 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

Village Board Rules Committee Meeting
Monday, April 23, 2012
Village Hall 7:00 p.m.

M I N U T E S

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

ABSENT: Trustee Bonita Dillard and 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 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, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer, Chief Water Plant Operator Ron Erickson, Downtown Facilities Supervisor Sharon Bellino, Assistant Director of Public Works Roderick Ysaguirre

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Terry Murphy, NIMEC; Nora Bertrand, American Waterworks; Carl Bush, B & B Express; about forty residents

Roll Call
Meeting was called to order at 7:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

PUBLIC HEARING-Park Forest Electric Aggregation Plan

Mayor Ostenburg reported that there is a bill in Springfield that may increase electric rates. He will be in Springfield for Lobby Day with South Suburban Mayors and Managers will get more information.

Manager Mick reviewed the Village's Aggregation Plan's process. The public hearings are useful to residents to help them to understand and decide if they want to participate or opt out. Manager Mick answered a number of questions that have come from the public over the last few weeks.

Attorney Stephanides added that this is a second public hearing, following the state statute. First, the resolution has to be set up. Second, the ordinance will allow the Village to follow the plan.

Manger Mick answered questions from the audience. Resident at 239 South Orchard, asked if there would be a surcharge if someone opted out. He said that there is no fee if you opt out from ComEd, but if one is with another company already, the terms of that contract would apply. He added that this is for all addresses in Park Forest including single family and multifamily residences.

Tammy McDowell, 81 Water Street, said that many do not know how to read the electric bill. She asked what does the Village receive. Manger Mick responded that the Village can reimburse themselves for administrative services with a maximum of $50,000. But there are variables that would determine the actual amount.

Mayor Ostenburg asked three times if any resident had any other questions or comments. He closed the public hearing on Park Forest Electric Aggregation at 7:27p.m.

Mayor Ostenburg moved on to the rules portion of the meeting (7:27p.m.).

1. A Resolution Approving the Village of Park Forest's Electric Power Aggregation Plan of Operation and Governance

Manager Mick noted that the Village is following the state's statute. The letter that will be sent to the residents will include an option to opt out and the plan of governance of the aggregation plan.

Mayor Ostenburg asked if there were any questions from the Board. Hearing none, he said this item will be on the agenda at tonight's regular meeting.

2. An Ordinance Providing for Electricity Aggregation Program an Ordinance and Amending Chapter 106 ("Utilities"), of the Code of Ordinances, Village of Park Forest, Cook and Will Counties by adding a New Article VIII ("Electricity Aggregation Program")

Mayor Ostenburg said that this item had been discussed during the Public Hearing, along with item #1. There was no further discussion.

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

Mayor Ostenburg altered the agenda to introduce a new business in town, B & S Express on Orchard Drive. Carl Bush, owner, said that he's been in business about fifteen years in Calumet City and the official grand opening in Park Forest is scheduled for April 26.

Manager Mick announced that Park Forest was awarded the best tasting water award from American Waterworks. Chief Water Plant Operator Ron Erickson explained that the Village won a local contest for water taste. He thanked the Board and the Water Works staff. Nora Bertrand, American Waterworks, noted that the Village will compete this summer in Dallas.

Mayor Ostenburg added that the plant was built five years ago; the pipes are sixty years old. The surcharge on the water bill goes especially to replace a repair the water mains.

The cost to replace one mile of pipe is $1,000,000; the Village has 70 million miles of pipe.

3. Award a Contract for Maintenance of Well #1
Manager Mick noted that the work done is in the budget. Due to a math error in the bid, the award goes to the second bidder.

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

4. Award a Contract for Window Replacement in the DownTown

Deputy Manager Dankowski reported that bids were in the SouthTown for replacement of windows on the second floor. One bidder was within the budgeted amount. Supervisor Bellino added that this project includes energy saving windows would take five years to complete.

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

5. Award a Contract for 2012 Spring Asphalt Restoration
6. Award a Contract for 2012 Spring Concrete Restoration

Manager Mick said that items 5 and 6 will be reported on together. Assistant Public Works Director Ysaguirre noted that bids were out and the contracts will be awarded to the lowest bidder, one is for asphalt restoration and the other is for concrete restoration.

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

7. An Ordinance Authorizing the Acquisition of the Property at 278 Allegheny Street

Manager Mick said that the Village is looking to take possession of this property. Director Kingma noted that it was one of nine homes demolished earlier this year and the current owner of the property, the Federal National Mortgage Association, has agreed to donate the property to the Village if the lien is released.

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

8. Consideration of a Resolution Ceding the Aggregate Remaining Unused Allocation of 2012 Private Activity Bond Volume Cap to the Illinois Finance Authority for use by Projects in the Chicago Southland Area

Director Kingma explained that the Village has approved this item for a number of years and that the Village has benefitted in the past from the pool. If another community uses the funds, it is always good for the South Suburbs to have growth and development. Trustee Brandon added that it is about borrowing without have bonds issued.

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

(All comments are noted in the regular meeting)

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors
None

Adjournment
This concluded the rules committee Board meeting.

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kramer, seconded by Trustee Kopycinski, and a roll call vote was taken with the following results:

Ayes: 5
Nays: 0
Absent: 2

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

Mayor Ostenburg adjourned the rules meeting at 8:06 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Regular Meeting
Monday, April 23, 2012
Village Hall 7:00 p.m.

M I N U T E S

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

ABSENT: Trustee Bonita Dillard and 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 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, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer, Chief Water Plant Operator Ron Erickson, Downtown Facilities Supervisor Sharon Bellino, Assistant Director of Public Works Roderick Ysaguirre

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Carl Bush, B & B Express; about forty residents

Roll Call

Meeting was called to order at 8:07 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann. Mayor Ostenburg led the Board and the audience in the pledge of allegiance.

Pledge of Allegiance

Reports of Village Officers

Mayor

Mayor Ostenburg congratulated Aunt Martha's on their fortieth anniversary. He also attended the South Suburban Food Co-op's grand opening. He reported that after Saturday's meeting regarding the Abraham Lincoln National Airport, he was optimistic that an agreement would be made soon.

Village Attorney

Attorney Stephanides reported that the liquor ordinance that was discussed is on the agenda for first reading and has revisions.

Village Manager
Manager Mick reminded residents that information about the Park Forest Electric Aggregation is available on the Village's website and the Plan of Operation and Governance copies are available in the Board Room. He also reported on a number of local events in Park Forest. There are three scheduled budget review sessions that are open to the public: May 2, May 14, and May 16. He also noted that the Village has a paperless agenda and is also available on line, saving paper. This agenda was 329 pages.

Village Clerk
No report

Reports of Commission Liaisons and Committee Chairpersons
Trustee Kopycinski reported that the Village is continuing its transparency in government policy by having available all payments to venders available online.

Trustee Brandon congratulated Aunt Martha's and the Food Co-op and their continued successes. She announced that the Environment Commission with meet May 3.

Trustee Kramer said that the Senior Commission will meet on May 3 at Victory Center.

Citizens Comments, Observations, Petitions
None

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

1. Adopt a Resolution Ceding the Aggregate Remaining Unused Allocation of 2012 Private Activity Bond Volume Cap to the Illinois Finance Authority for use by Projects in the Chicago Southland Area

2. Authorize Manager to contract with Midwest Well Services, dba Municipal Well & Pump of Waupun, WI for maintenance of Well #1 in the amount of $29,618; said amount to be paid from the Water Fund.

3. Authorize Manager to contract with Pavement Systems, Inc., of Blue Island, IL for 2012 Spring Asphalt restoration in the amount of $17,607.50 with a 30% contingency for additional work as determined by the Village Engineer, for a total cost not to exceed $22,889.75.

4. Authorize Manager to contract for Spring Concrete restoration with J+J Newell Concrete Contractors, Inc., from Calumet City, IL in the amount of $18,024.00 with a 30% contingency for additional work as determined by the Village Engineer, for a total cost not to exceed $23,431.20.

5. Authorize Manager to contract for window replacement in the DownTown with Auburn Corp., in an amount not to exceed $40,000.
Approval of the consent agenda was moved by Trustee Kramer and seconded by Trustee Brandon. Mayor Ostenburg asked if there any items that anyone wished 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: 5
Nays: 0
Absent: 2

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

DEBATABLE:
6. An Ordinance Providing for Electricity Aggregation Program an Ordinance and Amending Chapter 106 ("Utilities"), of the Code of Ordinances, Village of Park Forest, Cook and Will Counties by adding a New Article VIII ("Electricity Aggregation Program") (Final Reading)
Mayor Ostenburg called for a motion to adopt the ordinance on final reading. Motion to adopt was made by Trustee Brandon and seconded by Trustee Kopycinski. Mayor Ostenburg asked if there was any other discussion. Hearing none, he asked for a role call vote. Role was called by Clerk McGann. The ordinance was approved with the following results:

Ayes: 5
Nays: 0
Absent: 2

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

7. A Resolution Approving the Village of Park Forest's Electric Power Aggregation Plan of Operation and Governance
Mayor Ostenburg called for a motion to approve the resolution. Motion to adopt was made by Trustee Brandon and seconded by Trustee Kopycinski. Mayor Ostenburg asked if there was any other discussion. Hearing none, he asked for a role call vote. Role was called by Clerk McGann. The resolution was approved with the following results:

Ayes: 5
Nays: 0
Absent: 2

The resolution was approved with five (5) ayes, no (0) nays and two (2) absent

8. An Ordinance Authorizing the Acquisition of the Property at 278 Allegheny Street (Final Reading)
Mayor Ostenburg called for a motion to adopt the ordinance on final reading. Motion to adopt was made by Trustee Kramer and seconded by Trustee Kopycinski. Mayor Ostenburg asked if there was any other discussion. Hearing none, he asked for a role call vote. Role was called by Clerk McGann. The ordinance was approved with the following results:

Ayes: 5
Nays: 0
Absent: 2

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

9An Ordinance Adopting the Sustainability Plan Element of the Official Comprehensive Plan and Amending Chapter 78 ("Planning"), Article III ("Official Plan"), Section 78-62 ("Created and Adopted") of the Code of Ordinances (First Reading)
This item has had first reading and will be on the agenda for discussion at the next rules meeting and for action at the regular meeting.

10. An Ordinance Amending Chapter 6 ("Alcoholic Beverages") and Chapter 22 ("Businesses"), of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois to Create New Liquor License Classifications, Fees and other Requirements (First Reading)
This item has had first reading and will be on the agenda for discussion at the next rules meeting and for action at the regular meeting.

Adjournment
This concluded the regular Board meeting.

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kramer, seconded by Trustee Kopycinski, and a roll call vote was taken with the following results:
Ayes: 5
Nays: 0
Absent: 2

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

Mayor Ostenburg adjourned the regular meeting at 8:29 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Rules Committee Meeting
Monday, May 7, 2012
Village Hall 7:00 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

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 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, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer, Park Superintendant Rob Gunther

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Kristin Ihnchak, CMAP; Samantha Chapleau, e-news reporter

Meeting was called to order at 7:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Mayor Ostenburg read a proclamation promoting the month of May as Motorcycle Awareness through Education. The second proclamation was to announce May 7-13 as Nurses Week in the Village of Park Forest.

1. Fiscal Year 2012/2013 Budget Introduction
Manager Mick began the preview of the 2012-2013 Budget with an explanation of the year-long process in developing the budget**.** Manager Mick and Deputy Village Manager Dankowski presented a PowerPoint presentation detailing the budget and its development. Public input is encouraged. Manager Mick noted that the Park Forest budget is transparent and available for public access online.

Mayor Ostenburg added that the budget is a spending plan and meets midyear to review, adjust and balance the budget.

2. An Ordinance Adopting the Sustainability Plan Element of the Official Comprehensive Plan and Amending Chapter 78 ("Planning"), Article III ("Official Plan"), Section 78-62 ("Created and Adopted") of the Code of Ordinances

Manager Mick introduced Kristin Ihnchak, CMAP, who presented a PowerPoint presentation that detailed the Sustainability Plan. Ms. Ihnchak detailed the processes that led to this plan. Mayor Ostenburg thanked her for her input and noted that being green is a key element to sustainablity; it allows residents and businesses to be a part of the process.

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

3. An Ordinance Amending Chapter 6 ("Alcoholic Beverages") and Chapter 22 ("Businesses"), of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois to Create New Liquor License Classifications, Fees and other Requirements

Manager Mick said that the current ordinance needed to be reviewed and updated. The organizations that were to be impacted had a meeting with the Village to explain the change and why. Attorney Stephanides went through the ordinance detailing the new classifications, the items that were changed, and the items that were not changed and answered any questions the Mayor and Board asked.

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

4. A Resolution Supporting the Village of Park Forest's ITEP Funding Application for a Route 30 Transportation Enhancement Project

Director Kingma explained that the cost of streetscape plan for Lincoln Highway will be $2,205,500; the grant funds requested is $1,645,600, and the local match would be $559,900. Director Kingma noted that the Villages of Matteson and Olympia Fields would also be asked to contribute a share of the required match. They are aware of the application.

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

5. A Local Assurance Resolution supporting an Illinois Transportation Enhancement Program (ITEP) Funding Application for a Continued Scenic Beautification Project along Lincoln Hwy/Route 30

Manager Mick said that this phase of the project will extend from Orchard Drive to Village proper. Mayor Ostenburg noted that this vegetation barrier will be in lieu of fencing.

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

6. Payment to Canadian National for Rail Fan Park Fill Material
Manager Mick gave an overview about the costs for the preparation of the Rail Fan Park. The funds are available in the capital projects funds as discussed in the budget review session.

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

7. Purchase of Boardwalk & Decks for Rail Fan Park
Director Joyce and Superintendent Gunther reported that they had two very different bids for this project. One was aluminum but was too costly; the wood deck is the choice for the Rail Fan Park.

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

Mayor's Comments
Mayor Ostenburg reported he met with some legislators at South Suburban Mayor and Managers Lobby Day in Springfield. He also attended the dedication of the Blue Star Memorial Marker.

Manager's Comments
Manager Mick reported on the 2012-2013 Budget Review meetings that are scheduled for May and are open to the public. He also noted that bids for electric aggregate were sent out on May 18. More information is available on the Village's web site. Park Forest Health Department is commemorating its 60th year with a celebration on June 2.

Trustee's Comments
Trustee O'Neill said that the Economic Development Advisory Group will meet May 9 at 7pm. She announced that May 2 is Illinois Business Day in Springfield.

Trustee Dillard reported that the Housing Authority met last month and reported on the Park Forest Voucher Program.

Trustee Kramer reported that the Senior Commission had a program at Victory Center.

Trustee Brandon said that the Environment Commission met May 3 and are working on the community gardens.

Attorney's Comments
No report

Audience to Visitors
Nick Janos, Southland Catering, asked for clarification regarding his bookings that would be affected by the change in the liquor ordinance. Attorney Stephanides explained that those would be grandfathered in. Mayor Ostenburg added they will have something in writing available. He also noted that the Village had holes in the ordinance and that is the reason for making changes to comply with state laws.

Adjournment
This concluded the rules committee Board meeting.

Mayor Ostenburg called for a motion to adjourn to executive session for the purpose of discussing collective bargaining. Motion was made by Trustee Kramer, seconded by Trustee Dillard, and a roll call vote was taken with the following results:
Ayes: 7
Nays: 0
Absent: 0

The motion was passed with seven (7) ayes, no (0) nays and no (0) absent.

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

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Regular Meeting
Monday, May 14, 2012
Village Hall 7:00 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

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Police Commander Chris Mannino, Fire Chief Robert Wilcox, 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,, Assistant to the Village Manager Denyse Carreras, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Mary Kay Joens, Park Forest Baseball; South Suburban Special Recreation (SSSRA) Director Lisa Walton

Roll Call

Meeting was called to order at 7:01 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann. Mayor Ostenburg led the Board and the audience in the pledge of allegiance

Pledge of Allegiance

Reports of Village Officers

Mayor

Mayor Ostenburg read a proclamation naming May 20 thru May 26 Public Works Week, honoring the Public Works Department employees, recognizing that the health, safety, and comfort of the residents depends upon their work. Mayor Ostenburg reported that he and Manager Mick were in Washington D.C. for their annual lobbying and had a number of productive sessions with government officials discussing various issues relating to our region.

Village Attorney

None

Village Manager

Manager Mick introduced Park Forest Baseball Treasure Mary Kay Joens and SSSRA Director Lisa Walton discussed the First Annual Day of Champions scheduled for June 10. Mayor Ostenburg commended their efforts to give all kids an opportunity to participate in sports.

Manager Mick reported that there will be State of Illinois Building Blocks Pilot Program workshop Saturday, May 19 at Village Hall for those wishing to purchase property in South Holland or Park Forest. Manager Mick said that there was a budget review session before tonight's Board Meeting with another one scheduled for May 16 which are open to the public. Due to scheduling conflicts, the next Monday night meeting is scheduled for Monday, June 4. Manager Mick also reported that the Village website has information about the Electric Aggregation and that residents will get rate information as it becomes available. He also congratulated the Park Forest Health Department on its sixtieth anniversary with an open house scheduled for Saturday, June 2.

Village Clerk
No report

Reports of Commission Liaisons and Committee Chairpersons
Trustee O'Neill reported the Economic Development Advisory Group met last week and discussed a tax abatement request which was reviewed and not approved after much discussion.

Trustee Dillard attended the Senior Health Fair and found it very informative.

Trustee Brandon announced that Youth Day is schedule for August 11 as a back to school event. They are scheduled to meet again May 16. They would like to participate with the holiday tree lighting ceremony in December.

Citizens Comments, Observations, Petitions
None

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

1. Approve the Minutes of the Saturday Rules Meeting of April 14, 2012 and the Minutes of the Saturday Rules Meeting of May 5, 2012

2. Approve A Local Assurance Resolution Supporting an Illinois Transportation Enhancement Program (ITEP) Funding Application for a Continued Scenic Beautification Project Along Lincoln Highway/Route 30

3. Approve a Resolution Supporting the Village of Park Forest's ITEP Funding Application for a Route 30 Transportation Enhancement Project

4. Authorize the Manager to reimburse the Canadian National Railroad $167,072.06 for services rendered for soil stabilization and seeding for the Rail Park; said expenditure to be from capital projects fund.

5. Authorize the Manager to purchase material for boardwalk and decks from Custom Manufacturing, Inc for the Rail Fan Park in the amount of $64,134 with a 20% contingency for a total of $76,961; said expenditure to be from the capital projects fund.

Approval of the consent agenda was moved by Trustee Kramer and seconded by Trustee Brandon. Mayor Ostenburg asked if there any items that anyone wished 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:
6. An Ordinance Adopting the Sustainability Plan Element of the Official Comprehensive Plan and Amending Chapter 78 ("Planning"), Article III ("Official Plan"), Section 78-62 ("Created and Adopted") of the Code of Ordinances (Final Reading)

Move for adoption of the ordinance was motioned by Trustee Brandon and seconded by Trustee Dillard. The ordinance was moved and seconded to adopt this ordinance at final reading. Mayor Ostenburg asked if there were any questions or comments. None being heard, he called for a roll call vote by Clerk McGann. The ordinance was approved following a roll call vote with the following results:

Ayes: 7
Nays: 0
Absent: 0

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

Adjournment
Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Dillard, seconded by Trustee Brandon, and a roll call vote was taken with the following results:
Ayes: 7
Nays: 0
Absent: 0

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

Mayor Ostenburg adjourned the regular meeting at 7:23 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Rules Committee Meeting
Monday, June 4, 2012
Village Hall 7:00 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

ABSENT: 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 Health Jenise Erwin, Director of Public Relations Jason Miller, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Information Technology Coordinator Craig Kaufman, Assistant Director of Public Works Roderick Ysaguirre, Chief Water Plant Operator Ron Erickson

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Amy and Bob Gain, Dunagains' owners; Bree Breedlove, State Farm Insurance

PUBLIC HEARING- Fiscal Year 2012-2013 Budget

Mayor Ostenburg called to order the public hearing on the Fiscal Year 2012-2013 Budget at 7:02 pm. He asked three times if there were any citizens that wished to make any comments regarding the budget. Hearing none, he closed the public hearing at 7:04 pm.

Mayor Ostenburg opened the rules meeting and Manager Mick to make two introductions. Manager Mick noted that two businesses have opened in Park Forest and welcomed Amy and Bob Gain of Dunagains' and Bree Breedlove of State Farm Insurance.

1. An Ordinance Adopting the Budget for all Corporate Purposes of the Village of Park Forest, Cook and Will Counties, Illinois, in Lieu of the Appropriation Ordinance for the Fiscal Year Commencing on the First Day of July, 2012 and Ending on the thirtieth Day of June, 2013

Mayor Ostenburg and Manager Mick gave a thorough description of the budget processes with a descriptive PowerPoint presentation. Finance Director Dankowski added that the first two chapters are available at each Board meeting and the entire budget will be on line by June 18 which will be the first reading.

2. A Resolution to Appropriate $47,500.00 in Motor Fuel Tax Funds for Preliminary Engineering Costs Associated with Improvements for Blackhawk Drive

3. Approval of an Engineering Services Agreement for Engineering Services Associated with Improvements to Blackhawk Drive

Manager Mick explained items two and three would be reviewed together. He said that due to some savings on the Orchard Drive project, funds are available for improvements on Blackhawk Drive. Paperwork has to be sent downstate for approval. Assistant Director Ysaguirre noted that the resolution is 100% Village cost. He added that there is also a subcontract agreement included for coring and analysis.

Both items will be on the agenda for action at tonight's special regular meeting.

4. Award of Annual Contract for High Calcium Quicklime
Manager Mick explained that this is a routine purchase of materials and the staff suggests the lowest bidder.

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

5. A Resolution Authorizing the Village Manager to Execute a Bill of Sale with the Illinois Theatre Center
Manager Mick said that ITC is currently closed and this proposal will allow the Village to take ownership of the facility and its property in lieu of outstanding lease.

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

6. Resolution to Approve an Intergovernmental Agreement for the South Suburban Land Bank Authority, Inc. and Appoint a Local Government Director
Manager Mick gave an overview of this item that would allow Park Forest to benefit from partnering with other communities at the aggregate level for receiving grants through land grant authority. Details are still being worked out but there is an opt out option for the Village if its deems necessary to do so. The local government director would be the village manager or his designee. It this time it would be Director Kingma.

7. Resolution Authorizing the Sale by Public Auction of Personal Property Owned by the Village
Manager Mick noted that this is a housekeeping matter and standard practice to bring it before the Board when disposing of property/vehicles.

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

8. An Ordinance Establishing Prevailing Wages for Public Works in the Village of Park Forest
Manager Mick noted that this is an annual housekeeping matter regarding prevailing wages. Attorney Stephanides added that this is required each June by the state statute with wages published by the Illinois Department of Labor.

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

Mayor's Comments
Mayor Ostenburg offered condolences to Village Attorney Paul Stephanides on the passing of his father. He also offered condolences to the family of Dick Hall and to the family of Area E Co-op President John Zink on the passing of his father.

Mayor Ostenburg noted a number of local events and meting he had recently attended. He asked Police Chief Butz to report on a recent event in Park Forest. Chief Butz said that a woman saw three people, two adults and one juvenile, leaving her house with property. He reported two had been apprehended.

Manager's Comments
Manager Mick reported that the municipal electric aggregation program went out to bid on May 25. Official terms are being worked out but highlights include a two year contract, no early termination fees for residents who wish to leave First Energy, and the savings rate is expected to be about 40% over ComEd. Letter will be sent to all Park Forest addresses with complete information. Check the Village website for more information or call Village Hall.

Manager Mick reported on a number of Park Forest summer events. He also noted that the TIF District Meeting is scheduled for June 8 and open to the public.

Trustee's Comments
Trustee Brandon welcomed M & S Swag in Park Forest and encouraged all residents to support our local businesses. Environment Commission meeting is scheduled for June 7. She noted how well the garden projects are coming along. The Youth Commission will meet June 12 and they are working on Youth Day and a number of other events.

Trustee Dillard said she had been to M & S Swag and encouraged all to check it out.

Attorney's Comments
Village Attorney Stephanides thanked everyone for the cards and thoughts at this time.

Audience to Visitors
None

Adjournment
This concluded the rules committee Board meeting.

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 committee meeting at 8:37 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Special Regular Meeting
Monday, June 4, 2012
Village Hall 7:00 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

ABSENT: 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 Health Jenise Ervin, Director of Public Relations Jason Miller, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Information Technology Coordinator Craig Kaufman, Assistant Director of Public Works Roderick Ysaguirre, Chief Water Plant Operator Ron Erickson

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: None

Roll Call
Meeting was called to order at 8:38 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Pledge of Allegiance

Reports of Village Officers
Mayor
Mayor Ostenburg noted that reports were made earlier in tonight's rules meeting.

Village Attorney
No report

Village Manager
No report

Village Clerk
No report

Reports of Commission Liaisons and Committee Chairpersons
No reports

Citizens Comments, Observations, Petitions
None

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

1. Approve the Minutes of the Special Rules Meeting of April 30, 2012 and the Special Rules Meeting of May 2, 2012

2. Adopt a Resolution to Approve an Intergovernmental Agreement for the South Suburban Land Bank Authority, Inc. and Appoint a Local Government Director

3. Adopt a resolution authorizing the Manager to sell at public auction personal property, a 2003 Crown Victoria owned by the Village of Park Forest.

4. Authorize the Manager to execute a bill of sale for the transfer of the ownership of fixtures and equipment owned by the Illinois Theatre Center to the Village of Park Forest for the outstanding rent balance and cancelation of the remaining lease.

5. Approve a resolution to Appropriate $47,500.00 in Motor Fuel Tax Funds for Preliminary Engineering Costs Associated with Improvements for Blackhawk Drive

6. Approve a Preliminary Engineering Services Agreement with Baxter and Woodman for engineering services associated with improvements to Blackhawk Drive in an amount not to exceed $47,500.

7. Authorize the purchase of 1,175 tons of high calcium quicklime from Graymont Western Lime of West Bend, WI in the amount of $162,150; said expenditure to be from the Water Fund.

Approval of the consent agenda was moved by Trustee Kramer and seconded by Trustee Brandon. Mayor Ostenburg asked if there any items that anyone wished 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: 5
Nays: 0
Absent: 2

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

DEBATABLE:
8. An Ordinance Establishing Prevailing Wages for Public Works in the Village of Park Forest (First Reading)

This item has had first reading and will be on the agenda for action at the next regular meeting.

Adjournment
This concluded the special regular Board meeting.

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kramer, seconded by Trustee Brandon, and a roll call vote was taken with the following results:
Ayes: 5
Nays: 0
Absent: 2

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

Mayor Ostenburg adjourned the rules meeting at 8:41 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Rules Meeting
Monday, June 25, 2012
Village Hall 7:00 p.m.

M I N U T E S

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee Bonita Dillard, Trustee Gary Kopycinski (7:35), Trustee Kenneth Kramer, Trustee Robert McCray (7:39)

ABSENT: 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 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, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Glenna Hennessy, Rich Whitehead, Amy and Bob Gains, from Dunagains

Roll Call
Meeting was called to order at 7:01 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann. Mayor Ostenburg noted that there was quorum with four officers.

Mayor Ostenburg offered his condolences to O'Neill family for the loss in her family.

1. A Resolution Authorizing the Village to Participate in the State of Illinois Federal Surplus Property Program

Manager Mick explained that this resolution gives the Village an opportunity to purchase federal surplus items which the Village has done in the past. While it does not obligate a purchase, it keeps the opportunity open.

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

2. Resolution to Authorize Execution of the Neighborhood Stabilization III Program Agreement

Manager Mick explained that this is a joint obligation with Richton Park and a developers that will allow for the purchase and rehabilitation of up to six vacant, foreclosed homes in Park Forest (north of Sauk Trail) and similarly in Richton Park.

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

3. Urban Forestry Maintenance Contract

Manager Mick asked Superintendent Gunther to give an overview of this item who explained the removal of trees due to the Emerald Ash Bore. Both bids are reduced from last year. Superintendent Gunther said that for the next two or three years to remove or treat the infected trees.

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

4. A Resolution of Authorization for the Open Space Acquisition and Development (OSLAD) Program for Expansion of the Village Green

Director Joyce explained that this is a land acquisitions grant that the village has received in the past that would allow for the purchase of the former Marshall Field's property. Director Joyce and Superintendent Gunther had a PowerPoint presentation that detailed the elements to be included in the expansion of the Village Green. There is a July 1 deadline to meet.

5. A Motion Accepting the 2012 Park System Evaluation Update and Facilities Update

Director Joyce said that the State wants to be sure that there is support in the community for the grant projects so a formal approval is needed to be submitted in the grant process.

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

6. Ordinance Amending Municipal Code Provisions Relating to the Issuance of Village Liquor Licenses

Manager Mick gave an overview of the liquor ordinance including definitions, new terms, process in which permits are issued, training requirements, specific categories, number of issued licenses, temporary permits of license, temporary permits, fee structure, and the workshop/discussion for Dining on the Green and temporary licenses for private nonprofit events by invitation only. Mayor Ostenburg noted that the Village will be consistent in with state laws in all categories

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

7. Ordinance Amending Municipal Code Provisions to Permit Video Gaming in the Village and to Establish an Annual Licensing Fee

Manager Mick said that there is a state provision that allows for video gaming but the Village does not allow it. Changing the ordinance will allow video gaming to be in compliance with state law. Director Kingma said that Dunagains Irish Pub is interested in five terminals as allowed by Illinois law. This would be a simple amendment to Park Forest's municipal code. Police Chief Butz did not have any concerns regarding adding video gaming. Attorney Stephanides said that no one under 21 is allowed if there is video gaming.

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

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment
This concluded the rules committee Board meeting. The comments will be skipped and held for the regular meeting.

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kramer, seconded by Trustee Brandon, and a roll call vote was taken with the following results:

Ayes: 6
Nays: 0
Absent: 1

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

Mayor Ostenburg adjourned the rules meeting at 7:42 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Regular Meeting
Monday, June 25, 2012
Village Hall 7:00 p.m.

M I N U T E S

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee Bonita Dillard, Trustee Gary Kopycinski (7:35), Trustee Kenneth Kramer, Trustee Robert McCray (7:39)

ABSENT: 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 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, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Glenna Hennessy, Rich Whitehead, Amy and Bob Gains, from Dunagains

Roll Call

Pledge of Allegiance

Meeting was called to order at 7:42 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann. Mayor Ostenburg led the Board and the audience in the pledge of allegiance

Reports of Village Officers

Mayor

Mayor Ostenburg reported that he and some of the Trustees recently toured the Homewood Disposal to see how the recycling process works. The Lincoln Highway Memorial mural was recently installed and dedicated in Downtown Park Forest.

Village Attorney

Attorney Stephanides reminded the Board that the Open Meetings Training has to be completed on line by December 31

Village Manager

Manager Mick reported on a number of activities in Park Forest over Fourth of July week. The Village's electric aggregation program is being finalized to include a two year

contract, a bid rate of $4.98 per kilowatt hour, energy sources at 100% renewable, and no early termination fee should a resident wants to leave First Energy and go with another company. Letters with more detailed information will be mailed in the next few weeks.

Village Clerk
No report

Reports of Commission Liaisons and Committee Chairpersons
Trustee Kramer said that the Senior Commission is scheduled to meet on the first Thursday which is July 4. The meeting will be rescheduled.

Trustee Brandon reported that the Youth Commission is working on Youth Day. Anyone interested in volunteering or entertaining, contact Kevin Adams in Parks and Recreation.

Trustee Dillard said that Recreation and Parks Commissioners were part of tonight's presentation.

Citizens Comments, Observations, Petitions
none

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

1. Authorize the Village to Participate in the State of Illinois Federal Surplus Property Program

2. Authorize Execution of the Neighborhood Stabilization III Program Agreement

3. Authorization for the Open Space Acquisition and Development (OSLAD) Program for Expansion of the Village Green

4. Approve a Contract for Urban Forestry Maintenance

5. Accept the 2012 Park System Evaluation Update and Facilities Update

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: 6
Nays: 0
Absent: 1

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

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

6. An Ordinance Adopting the Budget for All Corporate Purposes of the Village of Park Forest, Cook and Will Counties, Illinois, in Lieu of the Appropriation Ordinance for the Fiscal Year Commencing on the First Day of July, 2012 and Ending on the Thirtieth Day of June, 2013 (Final Reading)

Move for adoption of the ordinance was motioned by Trustee Brandon and seconded by Trustee Kopycinski. The ordinance was moved and seconded to adopt this ordinance at final reading. Mayor Ostenburg asked if there were any questions or comments. Hearing none, he called for a roll call vote by Clerk McGann. The ordinance was approved following a roll call vote with the following results:

Ayes: 6
Nays: 0
Absent: 1

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

7. An Ordinance Amending Municipal Code Provisions to Permit Video Gaming in the Village and to Establish an Annual Licensing Fee (Final Reading)

Move for adoption of the ordinance was motioned by Trustee Kopycinski and seconded by Trustee Brandon The ordinance was moved and seconded to adopt this ordinance at final reading. Mayor Ostenburg asked if there were any questions or comments. Hearing none, he called for a roll call vote by Clerk McGann. The ordinance was approved following a roll call vote with the following results:

Ayes: 6
Nays: 0
Absent: 1

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

8. An Ordinance Amending Municipal Code Provisions Relating to the Issuance of Village Liquor Licenses (Final Reading)

Move for adoption of the ordinance was motioned by Trustee Brandon and seconded by Trustee Kopycinski. The ordinance was moved and seconded to adopt this ordinance at final reading. Mayor Ostenburg asked if there were any questions or comments. Hearing none, he called for a roll call vote by Clerk McGann. The ordinance was approved following a roll call vote with the following results:

Ayes: 6
Nays: 0
Absent: 1

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

9. An Ordinance Amending Chapter 102 of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois, Regarding the Impoundment of Vehicles (First Reading)

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

Adjournment

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

Ayes: 6
Nays: 0
Absent: 1

The motion passed with six (1) ayes, no (0) nays and one (1) absent.

The regular meeting was adjourned at 8:09 p.m.

Respectfully submitted
Sheila C. McGann
Village Clerk

VILLAGE OF PARK FOREST
BOARD OF TRUSTEES
SATURDAY RULES MEETING
August 4, 2012

PRESENT: Trustee Ken Kramer, Trustee Mae Brandon, Director of Economic Development Hildy Kingma

ABSENT: Mayor John Ostenburg, Trustee Bonita Dillard, Trustee Gary Kopycinski, Trustee Robert McCray, Trustee Georgia O'Neill

VISITOR: Resident Gail Jurgel of 438 Wildwood

.

Trustee Kramer called the meeting to order at 10:16 a.m.

The Trustees heard from Ms. Jurgel who was speaking on behalf of the residents of the W streets neighborhood watch group. There were concerns among the neighbors regarding a residence on Wildwood that presented safety issues for the area. Trustee Kramer asked Director Kingma to give information to the Director of the Housing Authority for follow-up; according to Ms. Jurgel said the police and the Mayor are aware of the issues. Director Kingma will also give information to police for further investigation and update the Village Manager. Ms. Jurgel inquired into the incident in East Lincolnwood; Trustee Brandon confirmed the incident is still under investigation however flyers were passed out in the area and police went door to door. There was some discussion about litter and the general upkeep on Watseka. Ms. Jurgel asked about the brown water; she was informed the warm weather has resulted in more than normal main breaks. There was also a concern regarding a property on Watseka that is supposed to be vacant however it appears there may be an issue with squatters; Director Kingma will pass information on to the police department. The Building Department will also be asked to look at the property for code enforcement issues. Ms. Jurgel thanked the Board for letting her have the hour to discuss residents' concerns.

Director Kingma updated the Trustees on a recent development; several properties in the Village qualify for additional Cook County NSP funds to be used for demolition. Approximately $1.5 million will be used to demolish Norwood Square Plaza, 3200 Lincoln Hwy, 350 Main, Wildwood School and more than a dozen residential properties. The work must be completed by February 28, 2013 in order to qualify for receipt of the funds. Director Kingma informed the Trustees the project would involve the Department of Public Works, the Building Department and the Economic Development Department for the next several months. She also informed them the court proceeding to obtain the deed to Norwood Square are moving right along and it is expected to have the deed by September 9.

There was no other business to discuss. The meeting was adjourned at 11:11 a.m.

Respectfully submitted,
Sandra Salmen, Recorder

AGENDA BRIEFING

DATE: August 14, 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 Regular Meeting of August 20, 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 Complied 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 <u>even the appearance of a conflict of interest</u>.

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 employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other 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 <u>may be terminated for convenience</u>, 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)
) SS
COUNTY OF COOK)

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

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

8. It will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135, as amended from time to time; 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 <u>current Comprehensive Consolidated Plan</u> (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.

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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 o 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.

AGENDA BRIEFING

DATE: August 16, 2012

TO: Mayor Ostenburg
Board of Trustees

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

RE: Resolution to Authorize Execution of an Engineering Services Agreement with Baxter & Woodman, Inc. for services related to a Cook County NSP Grant

BACKGROUND/DISCUSSION:
The Village has received a $1,550,000 grant from the Cook County Neighborhood Stabilization Program (NSP) for the demolition of vacant, blighted commercial and residential structures. 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. Use of these funds is contingent on substantial completion of the project by February 28, 2013.

The attached Engineering Services Agreement provides for Baxter & Woodman, Inc. to prepare the demolition specifications for the demolition of the four commercial buildings, assist the Village through the bidding process, and provide construction engineering services during the demolition process. The cost of the initial engineering services, through bid opening, will not exceed $156,000. The cost for construction engineering services will not exceed $85,700. Because of the need to expedite this project in order to meet the grant deadlines, the Village was not able to procure these services through a formal request for qualifications process. Therefore, the NSP grant will not pay for the services. The Village's share of funding for this project will come from fund balance reserve or from anticipated revenue sources such as property sales in the Downtown or Business Park, or the receipt of escrowed funds related to another commercial development property (Norwood) in the community.

The approval Resolution authorizes the Village Manager to execute an Agreement in "substantially the form attached", provided it is approved by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Special Rules and Regular Meetings of August 20, 2012.

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2012, between the Village of Park Forest, an Illinois municipal corporation (hereinafter referred to as the "Village"), and Baxter & Woodman, Inc. Consulting Engineers (hereinafter referred to as the "Consultant").

RECITALS

WHEREAS, the Village intends to have professional engineering services performed by the Consultant for the Commercial Building Demolition at Four (4) Sites (hereinafter referred to as the "Project") pursuant to the "Project Description," attached hereto and incorporated herein as Exhibit A, and Consultant's "Scope of Services," attached hereto and incorporated herein as Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. SERVICES OF THE CONSULTANT.

1.1. The Project consists of professional engineering, as more completely described in Exhibit A, attached hereto. After written authorization by the Village, the Consultant shall provide professional engineering services for the Project. These services shall include serving as the Village's representative in all phases of the Project, providing consultation and advice, and furnishing customary engineering services, as set forth in Exhibit B, attached hereto.

2. COMPENSATION FOR SERVICES.

2.1. The Village shall compensate the Consultant for the professional services set forth in Exhibit B as follows:

2.1.1. The Consultant's fee for the professional engineering services set forth in Exhibit B is based upon Consultant's standard hourly billing rates for actual work time performed plus reimbursement for out-of-pocket expenses, including travel.

2.1.2. The Consultant's cost for the design engineering services described in Exhibit B Sections 1 through 13 shall not exceed $156,000. The Consultant's cost for the construction engineering services described in Exhibit B Sections 14 through 22 shall not exceed $85,700.

2.1.3. The Consultant's fee for the construction-related services described in Exhibit B Section 23 is not included in this Agreement and shall be negotiated between these parties and this Agreement amended accordingly prior to the commencement of said services.

2.2. The Consultant may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* The Consultant may, after giving seven (7) days written notice to the Village, suspend services under this Agreement until the Consultant has been paid in full all amounts due for services under this Agreement until the Consultant has been paid in full all amounts due for services, expenses, and late payments charges as provided in the Local Government Prompt Payment Act.

2.3. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the Consultant. If such changes cause an increase or decrease in the Consultant's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

3. TERMINATION.

3.1. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice pursuant to Section 14 below of its intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

3.2. If this Agreement is terminated by either party, the Consultant shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

4. INDEMNIFICATION.

4.1. The Consultant shall hold harmless and indemnify the Village and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the Consultant's negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the Village or other consultants, contractors or subcontractors working for the Village, or their officers, agents and employees.

4.2. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Consultant and the Village they shall be borne by each party in proportion to its negligence.

4.3. The Village acknowledges that the Consultant is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party

to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

4.4. The Village and the Consultant agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

5. INSURANCE.

5.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the contract, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least B+9, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left."

5.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Comprehensive General Liability:**

i. Coverage to include Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	$2,000,000.00
Each Occurrence	$1,000,000.00
Personal Injury	$1,000,000.00

iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's indemnification obligations under this Agreement.

(B) **Professional Liability:**

i. Per Claim Aggregate	$5,000,000.00
ii. Per Project Aggregate	$5,000,000.00

iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement.

(C) **Workmen's Compensation:**

i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide Workmen's Compensation Insurance. In case employees engaged in hazardous work under this Agreement at the site of the project are not protected under Workmen's Compensation statute, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	$1,000,000.00

(E) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	$5,000,000.00

(F) **The Village shall be named as an additional insured on all insurance policies except Workmen's Compensation and Professional Liability.**

5.3. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the Consultant and its officers, directors, employees, agents, and any of them, to the Village and anyone claiming by, through or under the Village, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of the Consultant or its officers, directors, employees, agents or any of them, hereafter referred to as the "Village's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the Consultant by its insurers in settlement or satisfaction of the Village's Claims under the terms and conditions of the Consultant's insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

5.4. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6. SUCCESSORS AND ASSIGNS.

6.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants off this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

7. FORCE MAJEURE.

7.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

8. AMENDMENTS AND MODIFICATIONS.

8.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

9. STANDARD OF CARE.

9.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other professional services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

9.2. The Consultant shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's professional services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one year of completion of the Consultant's services.

9.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

9.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10. SAVINGS CLAUSE.

10.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

11. NON-WAIVER OF RIGHTS.

11.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

11.2. This Agreement shall not prohibit the Consultant from providing engineering services to any other public or private entity or person. In the event that the Consultant provides services to a public or private entity or person, the Village, at its sole discretion, may determine that such services conflict with a service to be provided to the Village by Consultant, and the Village may select another civil engineer and/or land surveyor to provide such services as the Village deems appropriate.

12. ENTIRE AGREEMENT.

12.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

13. GOVERNING LAW.

13.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

14. NOTICE.

14.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:	If to the Consultant:
Village Manager Village of Park Forest 350 Victory Drive Park Forest, Illinois 60466 Fax: (708) 503-8560	Steve A. Larson, P.E. Baxter & Woodman, Inc. 8840 W. 192nd Street Mokena, Illinois 60448 Fax: (708) 478-2090

14.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

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

15. DRAWINGS, DOCUMENTS AND BOOKS, AND RECORDS.

15.1. All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the Consultant pursuant to this Agreement are instruments of serve in respect to the Project, and the Consultant shall retain the right of reuse of said documents and electronic media by and at the discretion of the Consultant whether or not the Project is completed. Reproducible copies of the Consultant's documents and electronic media for information and reference in connection with the use and occupancy of the Project by the Village and others shall be delivered to and become the property of the Village upon request; however, the Consultant's documents and electronic media are not intended or represented to be suitable for reuse by the Village or others on additions or extensions of the Project, or on any other project. Any such reuse without verification or adaptation by the Consultant for the specific purpose intended will be at the Village's sole risk and without liability or legal exposure to the Consultant, and the Village shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the Consultant's documents and electronic media will entitle the Consultant to claim and receive additional compensation from the Village. Electronic media are furnished without guarantee of compatibility with the Village's software or hardware, and the Consultant's sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

15.2. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and

supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

16. BINDING AUTHORITY.

16.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

17. HEADINGS AND TITLES.

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

18. COUNTERPARTS.

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

19. EFFECTIVE DATE.

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

20. AUTHORIZATIONS.

20.1 The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

21. EQUAL OPPORTUNITY EMPLOYER.

21.1. The Consultant is an equal opportunity employer and herby incorporates the requirements of (44 Ill. Adm. Code 750 APPENDIX A) if applicable.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF PARK FOREST

By: Thomas Mick
Its: Village Manager

Dated: _____

BAXTER & WOODMAN, INC.

By: Steve A. Larson, P.E.
Its: President/CEO

Dated: August 15, 2012

ATTEST

By: Sheila McGann
Is: Village Clerk

Dated: _____

ATTEST

By: Robyn D. Krotz
Its: Deputy Secretary

Dated: August 15, 2012

I:\Crystal Lake\PRKFT\120730-Building Demolition\10-Proposal\Final Project Docs\120730 ESA_As Sent_8-15-12.doc

BAXTER & WOODMAN

VILLAGE OF PARK FOREST, ILLINOIS
COMMERCIAL BUILDING DEMOLITION AT FOUR (4) SITES
DESIGN AND CONSTRUCTION SERVICES

EXHIBIT A

PROJECT DESCRIPTION

The Village needs to demolish and remove existing commercial buildings and site improvements at four (4) sites for future redevelopment of the properties. The commercial building at the 3200 Lincoln Highway site is a 16,000 square foot, vacant, former car dealership on a 2.4 acre parcel of property. Commercial buildings on the Norwood Square Shopping Center site located at 100-800 Norwood Drive/Western Avenue include a 10,000 square foot storage building to remain and 129,000 square foot, vacant shopping center on a 14 acre parcel. The commercial building at the 320 Wildwood site is a 14,000 square foot, vacant, former elementary school on a 2.7 acre parcel of property. The commercial building at the 350 Main Street site is a 10,000 square foot, vacant, commercial building with a basement.

Environmental Site Assessment reports completed previously for two (2) sites did not include asbestos inspections and surveys. Our scope excludes completion of additional Environmental Site Assessment reports except asbestos inspections and surveys necessary for completion of the State of Illinois Demolition/Renovation Notification form and submittal to the Illinois Department of Public Health (IDPH), Illinois Environmental Protection Agency (IEPA) and Cook County required for demolition of buildings.

The Project consists of removal and disposal of asbestos containing materials as required at all buildings; demolition of above grade structures and foundations to a depth of 5-feet below grade; filling void spaces from structure demolition with compacted granular material; selective demolition of above grade site improvements, driveway and parking lot pavements, installation of new lighting, repair of access drive pavement and restoration of non-paved areas with topsoil, seed and straw.

VILLAGE OF PARK FOREST, ILLINOIS
COMMERCIAL BUILDING DEMOLITION AT FOUR (4) SITES
DESIGN AND CONSTRUCTION SERVICES

EXHIBIT B

SCOPE OF SERVICES

DESIGN ENGINEERING SERVICES

1. PROJECT ADMINISTRATION

   A. Confer with the Village's Director of Economic Development and Planning, and her staff, from time to time, to clarify and define the general scope, extent and character of the Project.

   B. Plan, schedule and control the activities that must be performed to complete the Project. These activities include, but are not limited to, budget, schedule, and scope.

   C. Conduct up to three (3) meetings with Village staff at initiation, preliminary and final design stages of the Project.

2. DATA COLLECTION (ALL SITES)

   A. Collect and reproduce copies of available original construction record documents from the Village for use on the Project.

   B. Obtain copies of geospatial data and maps for sites from Cook County Government, Department of Geographic Information Systems to develop base sheets for site grading project plan drawings.

   C. Perform partial topographic survey within Project limits to verify GIS locations of features, utilities, and grades at critical locations only.

3. STORM SEWER INVESTIGATION (LINCOLN HIGHWAY AND NORWOOD SQUARE SHOPPING CENTER SITES)

   A. Perform visual inspection from ground level to verify condition of storm sewer manholes, frames and grates. Identify apparent locations where additional internal closed circuit television inspection is necessary to verify condition of storm sewer pipe to remain in place. The Scope of Services excludes confined space entry.

   B. Employ a subconsultant to clean and complete internal closed circuit television inspection for storm sewers suspected to be in poor and/or damaged condition. Review television inspection tapes and logs to assess condition for removal and/or replacement. The Consultant's cost for engineering design services excludes employment of a subconsultant to perform closed circuit television inspection.

4. PRE-DEMOLITION ASBESTOS INSPECTION (ALL SITES)

A. Employ a subconsultant to complete National Emissions Standards for Hazardous Air Pollutants (NESHAP) pre-demolition asbestos inspection.

B. Provide inspection by an Illinois Environmental Protection Agency (IEPA) licensed asbestos inspector to identify all suspect asbestos containing materials (ACMs). Categorize suspect ACMs into homogeneous sampling areas in accordance with the Environmental Protection Agency (EPA) and IEPA rules and regulations.

C. Collect and analyze samples in accordance with local, state and federal rules and regulations. Analyze all samples by Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM) for asbestos content.

D. Prepare a report identifying asbestos containing materials and their friability for each location. Include report in the Project Manual for bidders' information with data necessary to complete State of Illinois Demolition/Renovation Notification form for submittal to the Illinois Department of Public Health (IDPH), IEPA and Cook County.

E. The Village will facilitate access to all buildings within three (3) days notice to complete pre-demolition asbestos inspection within fourteen (14) days and maintain Project schedule.

F. Pre-demolition asbestos inspection subconsultant fee is included in our Consultant's cost for the engineering design services.

5. DETAILED DESIGN (3200 LINCOLN HIGHWAY SITE)

A. Develop site plan showing existing natural and manmade features, utilities, and grades based on geospatial data and maps, construction record drawings and critical location site survey. Incorporate locations of structures and site features to be demolished, final grading and site restoration on site plan.

B. Specify structure demolition including:
   (1) Removal and disposal of asbestos containing materials identified during pre-demolition inspection.
   (2) Demolition and removal of above ground structures and slabs-on-grade.
   (3) Demolition and removal of below grade slabs, foundations, and footings to a depth of 5 feet below proposed grade.
   (4) Breaking up of concrete slabs more than 5 feet below grade to permit drainage.
   (5) Recycling and/or disposal of demolition debris.
   (6) Backfilling and/or filling void spaces from structure demolition with compacted granular material.

C. Specify site demolition and restoration including:
   (1) Disconnection, capping and/or plugging of utilities and services not required for existing facilities to remain.
   (2) Demolition and removal of pavement, sidewalks, lighting, signage, foundations and miscellaneous site improvements.
   (3) Recycling and/or disposal of demolition debris.
   (4) Restore disturbed areas within limits of construction with topsoil, seed and straw.

6. DETAILED DESIGN (NORWOOD SQUARE SHOPPING CENTER SITE)

A. Develop site plan showing existing natural and manmade features, utilities, and grades based on geospatial data and maps, construction record drawings and critical location site survey. Incorporate locations of structures and site features to be demolished, final grading, and site restoration on site plan.

B. Specify structure demolition including:
   (1) Removal and disposal of asbestos containing materials identified during pre-demolition inspection.
   (2) Demolition and removal of above ground structures and slabs-on-grade.
   (3) Demolition and removal of below grade slabs, foundations and footings to a depth of 5 feet below proposed grade.
   (4) Breaking up of concrete slabs more than 5 feet below grade to permit drainage.
   (5) Recycling and/or disposal of demolition debris.
   (6) Backfilling and/or filling void spaces from structure demolition with compacted granular material.

C. Specify site demolition and restoration including:
   (1) Disconnection, capping and/or plugging of utilities and services not required for existing facilities to remain.
   (2) Selective demolition and removal of pavement and lighting excluding the following areas:
      a. Driveway from the existing access on Norwood Boulevard to the signalized intersection on Western Avenue, west of the outlots, to provide adequate access to the outlots.
      b. Driveway from Westwood Drive to the existing storage facilities on west side of site.
      c. Parking surface between Lifetime Muffler and State Farm outlots.
   (3) Demolition and removal of sidewalks, shopping center signage, foundations and miscellaneous site improvements.
   (4) Recycling and/or disposal of demolition debris.
   (5) Repair of driveway and parking lot in pavement surfaces to remain described in paragraph 6.C.(2) above.
   (6) Restore disturbed areas within limits of construction with topsoil, seed and straw.

D. Electrical Design
   (1) Field verify existing conditions including:
      a. Existing power panels for site lighting to remain.

b. Lighting on storage building is adequate with demolition of the shopping center building lights.

(2) Develop demolition phasing notes for main electrical services including exterior meter cabinets, secondary service laterals from ComEd transformers, etc.

(3) Design a new exterior lighting controller and new light/poles to illuminate the existing outlot parking areas.

(4) Design new exterior lighting for the existing storage building area.

(5) Coordinate a new ComEd service for the new lighting controller.

7. DETAILED DESIGN (320 WILDWOOD SITE)

A. Develop site plan showing existing natural and manmade features, utilities, and grades based on geospatial data and maps, construction record drawings and critical location site survey. Incorporate locations of structures and site features to be demolished, final grading and site restoration on site plan.

B. Specify structure demolition including:

(1) Removal and disposal of asbestos containing materials identified during pre-demolition inspection.

(2) Demolition and removal of above ground structures and slabs-on-grade.

(3) Demolition and removal of below grade slabs, foundations, and footings to a depth of 5 feet below proposed grade.

(4) Breaking up of concrete slabs more than 5 feet below grade to permit drainage.

(5) Recycling and/or disposal of demolition debris.

(6) Backfilling and/or filling void spaces from structure demolition with compacted granular material.

C. Specify site demolition and restoration including:

(1) Disconnection, capping, and/or plugging of utilities and services not required for existing facilities to remain.

(2) Demolition and removal of pavement, sidewalks, lighting, foundations, and miscellaneous site improvements.

(3) Recycling and/or disposal of demolition debris.

(4) Restore disturbed areas within limits of construction with topsoil, seed and straw.

8. DETAILED DESIGN (350 MAIN STREET SITE)

A. Develop site plan showing existing natural and manmade features, utilities, and grades based on geospatial data and maps, construction record drawings and critical location site survey. Incorporate locations of structures and site features to be demolished, final grading, and site restoration on site plan.

B. Specify structure demolition including:

(1) Removal and disposal of asbestos containing materials identified during pre-demolition inspection.

(2) Demolition and removal of above ground structures and slabs-on-grade.

(3) Demolition and removal of below grade slabs, foundations, and footings to a depth of 5 feet below proposed grade.
(4) Breaking up of concrete slabs more than 5 feet below grade to permit drainage.
(5) Recycling and/or disposal of demolition debris.
(6) Backfilling and/or filling void spaces from structure demolition with compacted granular material.

C. Specify site demolition and restoration including:
(1) Disconnection, capping, and/or plugging of utilities and services not required for existing facilities to remain.
(2) Demolition and removal of foundations and miscellaneous site improvements.
(3) Recycling and/or disposal of demolition debris.
(4) Restore disturbed areas within limits of construction with topsoil, seed, and straw.
(5) Restore parking lot pavement on west side of building to preconstruction condition upon completion of the work.
(6) Replace and connect sidewalk as directed by the Village.

D. Electrical design:
(1) Field verify spare capacity of existing site lighting controller.
(2) Develop demolition phasing notes for main electrical service including exterior meter cabinets, secondary service lateral from ComEd transformer, etc.
(3) Develop contractor demolition notes for ComEd meter and C/Ts (current transformers).
(4) Design new light/poles (to match existing decorative type) at the west parking lot to compensate for the proposed demolished building light fixtures.
(5) Maintain the existing lighting controller (adjacent to the ComEd transformer) and utilize to serve the new light/poles.

9. FINAL DESIGN DOCUMENTS (ALL SITES)

A. Prepare Design Documents consisting of drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s) selected by the Village and specifications, which will be prepared in conformance with the format of the Construction Specification Institute.

10. STORMWATER POLLUTION PREVENTION PLANS (ALL SITES)

A. Prepare Storm Water Pollution Prevention Plans (SWPPPs) which provide a narrative, construction details, and specifications to be implemented by the Village's contractor(s) to reduce soil erosion and sedimentation during demolition work at the four (4) sites. The SWPPPs will utilize the BDE-2342 form created by the Illinois Department of Transportation, will be provided to the Village as Adobe Acrobat (PDF) files for printing as needed by the Village, and will require signatures by the contractor(s) and the Village's authorized representative. We will also submit the SWPPPs electronically to the IEPA.

B. Prepare and submit, on behalf of the Village, Notices of Intent (NOI) to use coverage under the IEPA's General Construction Site Runoff Permit ILR10 for each of the four (4) sites. Submissions of potential and required additional notices are not included. These may include Incidence of Non-compliance (ION) notices if polluted runoff leaves the site, and the Notice of Termination (NOT) required after the site has been permanently stabilized. It will be the responsibility of the Village's contractor(s) to prepare and submit such reports, in accordance with the terms and conditions to be provided in the SWPPP. The $250 application fee per NOI, required by the IEPA, is not included in our fee.

C. Environmental compliance submittals being completed by Cook County as part of their grant clearances are excluded from the Scope of Services and Consultant's cost for the engineering design services.

11. ENGINEER'S OPINION OF PROBABLE COST (ALL SITES)

A. Prepare a final opinion of the probable total Project cost including construction cost, construction engineering services, contingencies, and, on the basis of information furnished by the Village, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.

12. CONTRACT DOCUMENTS (ALL SITES)

A. Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).

B. Incorporate Cook County Neighborhood Stabilization Program (NSP) Grant documentation in the Contract Documents and provide copies of Project Manual and Drawings to the Village for grant submittal.

13. ASSISTANCE DURING BIDDING (ALL SITES)

A. Assist the Village in solicitation of construction bids from qualified bidders, conduct a pre-bid meeting, respond to questions, issue addenda to plan holders of record, attend the bid opening, tabulate bid proposals, make an analysis of the bids, and submit a recommendation for the award of construction contract.

GENERAL CONSTRUCTION ADMINISTRATION AND RESIDENT PROJECT REPRESENTATIVE SERVICES

14. Act as the Village's representative with duties, responsibilities and limitations of authority as assigned in the Construction Contract Documents.

15. PROJECT INITIATION

    A. Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.

    B. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.

16. CONSTRUCTION ADMINISTRATION

    A. Attend periodic construction progress meetings.

    B. Check, review, and approve shop drawings, manufacturer's literature, samples, and other submittals by the Contractor, but only for compliance with the drawings and specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the Construction Contract Documents.

    C. Prepare for construction layout and staking.

    D. Review construction record drawings for completeness prior to submission to CADD.

    E. Prepare Construction Contract Change Orders and Work Directives when authorized by the Village.

    F. Review the Contractor's requests for payments as construction work progresses, and advise the Village of amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.

    G. Research and prepare written response by Consultant to requests for information from the Village and Contractor.

    H. Visit site as needed by project manager or other office staff.

17. FIELD OBSERVATION

    A. Provide Resident Project Representatives at the construction site on either a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, and on a periodic part-time basis from the Consultant's office of not more than eight (8) hours per regular weekday, not including legal holidays (for up to 440 hours) as deemed necessary by the Consultant, to stake-out construction lines and

grades, to assist the Contractor with interpretation of the drawings and specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. The construction Contractor is a separate company from the Consultant. The Village understands and acknowledges that the Consultant is not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the Project, and the Consultant does not guarantee the performance of the Contractor and is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.

B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.

C. Keep a daily record of the Contractor's work on those days that the Consultant is at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Village of the construction progress and working days charged against the Contractor's time for completion.

18. FIELD OBSERVATION (ASBESTOS ABATEMENT)

A. Provide Resident Project Representative (IDPH Asbestos Licensed) at the construction site on a periodic part-time basis from the Consultant's office of not more than eight (8) hours per regular weekday, not including legal holidays (for up to 80 hours) as deemed necessary by the Consultant, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. The construction Contractor is a separate company from the Consultant. The Village understands and acknowledges that the Consultant is not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the Project, and the Consultant does not guarantee the performance of the Contractor and is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.

B. Keep a daily record of the Contractor's work on those days that the Consultant is at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Village of the construction progress and working days charged against the Contractor's time for completion.

19. SUBSTANTIAL COMPLETION OF PROJECT

A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.

B. Prepare Certificate of Substantial Completion.

20. COMPLETION OF PROJECT

A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.

B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Village.

C. Review the Contractor's requests for final payment, and advise the Village of the amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.

D. Complete field survey work to be used in completing the construction record drawings.

E. Prepare construction record drawings which show field measured dimensions of the completed work which the Consultant considers significant and provide the Village with one set of reproducible record drawings within ninety (90) days of the Project completion.

21. PROJECT CLOSEOUT

A. Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

22. COOK COUNTY GRANT DOCUMENTATION

A. Provide construction-related engineering services including, but not limited to, assisting the Village with documentation and meetings necessary for administration of the Cook County Grant.

23. OPTIONAL WARRANTY & ANNIVERSARY SERVICES

A. Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services after the original construction contract final completion date for the Project.

B. Provide construction-related engineering services regarding warranty/anniversary work by the Contractor after the Project, or parts thereof, has been accepted for operational use by the Village. Such services will include, but not be limited to assistance to the Village in enforcing the Contractor's guaranty to repair or replace defective work within the warranty time stated in the Construction Contract Documents for the Project.

RESOLUTION _____

A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND BAXTER & WOODMAN, INC. ENGINEERING CONSULTANTS

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 the Village's home rule powers, as follows:

Section 1. Recitals Incorporated. The foregoing recital is incorporated into this Section 1 by reference as though fully set forth herein.

Section 2. Approval of Agreement. The Agreement attached hereto and incorporated herein by reference as Exhibit 1 is hereby approved in substantially the form attached and subject to the review and approval of the Village Attorney.

Section 3. **Execution of Documents**. The Village Manager and the Village Clerk are hereby authorized and directed to execute the Agreement, in substantially the form attached hereto as Exhibit 1, and any and all additional documents as may be necessary or advisable to effectuate the purposes of the Agreement.

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

Section 5. **Effective Date**. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____ , 2012.

APPROVED:

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

EXHIBIT 1

ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND BAXTER & WOODMAN, INC. CONSULTING ENGINEERS

AGENDA BRIEFING

DATE: August 14, 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

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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 Regular Agenda of August 20, 2012 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

DATE: 7/13/12

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

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

PLEASE CIRCLE DESIRED GEAR RATIO:
6.14 (73 mph) / 6.43 (69 mph) / 6.83 (65 mph) / 7.17 (62 mph)

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 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.

KVB

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

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MONROE TRUCK EQUIPMENT-JOLIET
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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 ADUSTABLE 87-107 DB BACKUP ALARM
- HELLA PLOW LIGHTS W/SIGNALS, HOOD MOUNTED
- 7-WAY CONNECTOR, ROUND SOCKET, ROUND PIN

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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 OPPERATING 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

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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 BOTLED 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 VERTICLE 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

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**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 14, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer, Director of Public Works

RE: Replace unit #651 with 2012 Model Ford F550

BACKGROUND/DISCUSSION: Unit #651 is a 2003 F450 one ton chassis with dump body that is used daily for general repair work and plowing snow. The replacement truck will be purchased utilizing the Suburban Purchasing Cooperative. The Vendor for the Suburban Purchasing Cooperative is Currie Motors Fleet, 9423 W. Lincoln Highway, Frankfort, Illinois, 60423.

The replacement Truck will have the dump body, hydraulics, plow and spreader installed by Monroe Truck and Equipment. The total cost of this unit from Currie Motors Fleet is $60,647.00 delivered.

The Department of Public Works requests the Board authorize the Village Manager to issue a purchase order in the amount of $60,647.00 for the purchase of a Ford F550 truck chassis with body to Currie Motors Fleet, 9423 W. Lincoln Highway, Frankfort, Illinois, 60423.

The Department of Public Works has budgeted $65,000.00 in the Vehicle Services Fund for this purchase.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the August 20, 2012 Regular Board Meeting for discussion and consideration.

Currie Motors Frankfort
SPC Contract Winner
2012 Ford F-550 XL 4x2 DRW
Chassis Cab
✶Call Tom Sullivan (815) 464-9200

Standard Package: $25,659

Warranty 3 Years 36, 000 miles Bumper to Bumper/ 5 Years 60,000 Powertrain

- Free Delivery Within 30 Miles From Point of Purchaser's Billing Address
- Alternator – 155 Amps, Heavy Duty
- Axle – Mono-bean front axle with coil spring suspension
- Cab to axle – 60", WB-141", Axle ratio - 4:88 (gas)
- Battery – 750 CCA, 78-AH
- Engine – 6.8L 3-Valve SOHC EFI V10
- Transmission – TorqShift 6-Speed SelectShift Automatic O/D
- Brakes – (ABS) Roll Stability Control Trailer Sway Control – Hydro Boost
- Brakes – Engine Only Traction Control (EOTC)
- Bumper – Front – black painted steel with grained MIC top cover
- Grille – Black MIC
- Mirrors – Manually telescoping trailer tow with manual glass & two-way fold
- Wheels – 19.5" Argent Painted Steel
- Windows – fixed rear
- Air Conditioning – manual
- Audio – AM/FM/Clock
- Door Trim – Armrest/grab handle and reflector
- Floor Covering – black vinyl
- Instrument Center – Multifunctional switch message center with ice blue lighting (three button message control on steering wheel)
- Manual door locks and windows
- Rearview Mirror – 11.5" day/night
- Seats – HD vinyl 40/20/40 split bench with center armrest, cupholder and storage, manual lumbar support, driver side
- Steering Wheel –black vinyl, telescoping steering wheel/column
- Sunvisors – Color coordinated vinyl, single driver with pocket, single passenger with insert
- Airbags – Driver and passenger side, passenger side deactivation switch

Factory Order Cutoff Date: To be determined

Additional Options and Order Form

Please enter the following:

Ford Fleet Number _____

Contact Name _____

Phone Number _____

Purchase Order Number _____

State Tax Exempt Number _____

Quantity

PLEASE SUBMIT P.O. TO:

Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 *FAX: (815)464-7500*
Contact Person: Tom Sullivan
thomasfsullivan@sbcglobal.net

	Options - Cab Style	
☐	Super cab	$2,888.00
☐	Crew cab	$3,684.00
☐	84" Lab - Axle	$271.00
	Options - Powertrain	
☒	6.7 OHV Power Stroke Diesel V8 TorqShift 6-speed SelectShift Automatic – O/D – 4:10 Axle Ratio	$6,876.00
☐	4x4 (delete 4x2)	$3,628.00
☒	Limited Slip Axle	$350.00
☐	Gaseous prep requires 6.8 V -10	$315.00
☐	Electronic Shift-on-the-fly – 4x4 (auto-manual locking hubs & rotary control on I/P; N/A with 6.8L engine)	$154.00
☐	Engine Block Heater	$62.00
☒	Transmission Power Take-Off Provision – (available with 6.8L & 6.7L engines)	$232.00
☐	Engine Idle Shutdown (available with 6.7L Power Stroke Diesel	$208.00
☐	Dual Alternators (requires 6.7L diesel)	$315.00
☐	Extra H.D. 200 Amp diesel only	$62.00
☐	Fuel Tanks – 28.5 Gallon Mid-ship	$104.00
☐	Dual Fuel Tanks Diesel – combines 40-gal aft-of-axle & 28.5 gal mid-ship tank (N/A with SYNC; Requires single CD; Requires DRW	$610.00
	Options - Suspension	
☒	Snow Plow Prep Package	$71.00
☐	Heavy Service Front Suspension Package	$104.00
☐	Trailer Tow Package – High Capacity (available on F-450)	$291.00
☐	Low Deflection Package (available on F-450)	$91.00
☐	Trailer Brake Controller – (TBC verified to be compatible with electronic actuated drum brakes only. N/A with trailer tow package)	$191.00

SUBTOTAL: $7529.00

X	Payload Upgrade Package Requires Limited Slip	$959.00
	Payload Downgrade Package	NC
X	225/70Rx19.5G BSW Traction Includes 4 traction tires on the rear & 2 A/S tires on the front)	$158.00
	225/70Rx19.5G BSW max Traction (4x4) (includes 4 traction tires on the rear & 2 traction tires on the front). Not recommended for over the road applications	$178.00
X	Spare Tire & Wheels (Excludes carrier, Includes Hydraulic jack	$291.00
	Hydraulic Jack (6-ton F-450)	$48.00

Options – Exterior

X	Steps – 6" angular black molded in color running board	$266.00
	Exterior Back-up Chime (late availability	$104.00
	Daytime Running Lamps	$37.00
	Manual Sliding Rear Window	$104.00

Options – Interior

	XL Value package	$494.00
	Power Equipment Group	$706.00
	Remote Start System – (requires power equipment group)	$162.00
	Rapid Heat Supplemental Cab Heater – (requires 6.7L Diesel engine and dual alternators, N/A with air conditioner delete)	$208.00
	SYNC includes USB port; requires Steering Wheel Audio Controls and XL Value Package	$328.00
	Steering Wheel Audio Controls	$58.00
	Air Conditioning Delete (N/A with remote Start)	(712.00)
	Side Air Bags/Curtain Delete (valid with Fleet FIN code)	(162.00)
	Frontal Passenger and Side Air Bags/Curtains Delete 9valis with Fleet FIN Code)	(162.00)
	Cruise Control	$195.00
	Radio Delete	(42.00)

Options - Additional

	Indicate miles and/or length of extended powertrain warranty coverage offered and price	3 yr. 100,000 Powertrain gasoline 4x2- $1,630
	Indicate miles and/or length of extended powertrain warranty coverage offered and price	3yr. 100,000 Powertrain gasoline 4x2 with snow plow - $2,750

	Rust Proofing	$395.00
	4 - Corner Storbe	$750.00
	9' Electric Hydraulic Dump Body	$6,196.00
	Hitch Pintle /Combo	$525.00
	8'6" Western Snow Plow Plus	$4,708.00
	8'6" Boss Snow Plow	$4,708.00
	Detailed Shop Manual (CD)	$295.00
	Delivery of more than 30+ miles	$175.00

Exterior Colors

	Dark Blue Pearl Metallic
	Vermillion Red
	Forest Green Metallic
	Pale Adobe Metallic
	Black C/C
	Sterling Grey Metallic
	Ingot Silver Metallic
X	Oxford White
	Green Gem

Interior Colors

X	Steel 40/20/40 - Vinyl	STd
	Steel 40/20/40 - Cloth	$83.00
	Steel 40/Console/40 - Vinyl	$295.00
	Steel 40/Console/40 - Cloth	$427.00

SUBTOTAL: $1674.00

If we have missed an option or equipment that you need please call Tom Sullivan (815) 464-9200

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815-727-3134 FAX 815-727-5429

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

PARK FOREST IL 60466

QUOTE # 69689
DATE: 08/09/12
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:
- 9' CRYSTEEL "E" SERIES MINI GLADIATOR
- 4 YD CAPACITY
- 16" SIDES
- 22" TAILGATE
- BOARD POCKETS
- 87" ID X 96" OD WIDTH
- 40" TAPERED BULKHEAD
- 7 GA. SIDES, ENDS AND BRACING
- 3/16" AR400 FLOOR
- BUILT-IN CAB PROTECTOR
- DIRT SHEDDING TOP RAILS
- WESTERN UNDERSTRUCTURE (CROSSMEMBERLESS)
- FMVSS108 LIGHTS AND REFLECTORS WITH WEATHER RESISTANT WIRING HARNESS
- RUBBER REAR FLAPS
- BODY PROP
- UNDERCOATED
- CENTER PATCHGATE
- PAINTED ONE COLOR
- CRYSTEEL DAVID HOIST & SUBFRAME
- DOUBLE ACTING SCISSOR HOIST

REAR HITCH:
- 2" RECEIVER TUBE IN PINTLE TUBE WELDMENT
- 2" ADJUSTABLE PINTLE MOUNTING PLATE WITH PIN AND CLIP
- BH8 2000; RIGID MOUNT 2" PINTLE BALL HITCH (4 BOLT)

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PLOW:
- 9' BOSS SUPER DUTY STRAIGHT BLADE SNOWPLOW STEEL
- SMARTHITCH 2
- SMARTTOUCH 2 CONTROLLER
- SMARTLIGHT 2
- SMARTSHIELD
- HIGH-PERFORMANCE HYDRAULIC PACKAGE
- ENCLOSED HYDRAULICS
- CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM
- FULL MOLDBOARD TRIP DESIGN
- REINFORCED MOLDBOARD
- CAST-IRON PLOW SHOES
- BLADE SHOCK ABSORBER
- HEAVY-DUTY PUSH FRAME AND QUADRANT
- BELTING SNOW DEFLECTOR
- TWO-YEAR LIMITED WARRANTY
- MUNICIPAL DISCOUNT

SPREADER:
- MONROE REVERSE FLIGHT UNDER-TAILGATE SPREADER
- MS966RF
- 96" WIDE
- BUILT OF STAINLESS STEEL
- 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 SELF LEVELING ASSEMBLY, W/O RODS BUILT OF STAINLESS STEEL

HYDRAULICS PKG:
MANIFOLD VALVE ASSY'
- OPEN CENTER, 2500 P.S.I. PRE-SET SYSTEM RELIEF, 20 GPM CAPABLE
- PRIORITY FLOW FOR PLOW
- DOUBLE ACTING MANUAL PROPORTIONAL CONTROL HOIST SECTION WITH A 500 P.S.I. DOWN PORT RELIEF

*** CONTINUED NEXT PAGE ***

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ATA MVP verified member

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- 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 ---------- 25,785.00

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

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

TOTAL: $60,647.00

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

PASSED this _____ day of _____, 2012.

APPROVED:

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

AGENDA BRIEFING

DATE: August 14, 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 Regular Meeting of August 20, 2012.

REO ID # 889195

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: Bootsi 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

REO ID # 889195

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

REO ID # 889195

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 17, 2012

TO: Mayor John Ostenburg
Board of Trustees

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

RE: An Ordinance providing for the issuance of one or more series of General Obligation Refunding Bonds of the Village of Park Forest, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders and escrow agreements in connection therewith, and providing for the levy and collection of a direct annual tax and the pledge of certain incremental tax revenues for the payment of the principal of and interest on certain of said bonds (General Obligation Refunding Bonds 2012A for $1,585,000 and 2012 B for $2,635,000 refunding Series 2001.)

BACKGROUND/DISCUSSION: When the 2001 bonds were issued they were issued to refinance $3.7 million in TIF debt and secure $3.1 million to finance a new fire station. Interest rates on this debt ranged from 4.75% to 5.40%. As interest rates have declined these bonds were monitored to determine the optimal time for refunding. If the bonds were advance refunded, refunded before they became callable, the savings would be reduced by additional costs. These bonds are now callable and interest rates are at an optimal level ranging from 2.8% to 3.5%. Actual rates at bond pricing may vary.

As can be seen in the cost analysis, refunding the 2001 Series Bonds will save the Village an estimated $635,220 in debt service payments. As part of this refunding the TIF portion of the debt will be financed separately as the 2012A Series accelerating payments to match the 2020 scheduled end of the DownTown TIF.

The timetable indicates the bond closing to occur the beginning of October. An Official Statement has been prepared as part of this process and is attached. A separate discussion with representatives from Moody's Investor Service, the bond rating agency, will occur before issuance. When the Village issued bonds in 2008 it was able to improve its bond rating from Baa2 to A3. The Village is in sound financial condition which will certainly be included in the discussion. Reduction in population and EAV are also noted in the official statement.

The $635,220 savings in debt service will have a direct impact on the tax levy needed to fund payments.

SCHEDULE FOR CONSIDERATION: This item is scheduled for first reading at the Regular Meeting of Monday, August 20, 2012.

$4,305,000*
Village of Park Forest, Illinois
General Obligation Refunding Bonds, Series 2012A
General Obligation Refunding Bonds, Series 2012B

Timetable

Time and Responsibility Schedule*
As of August 1, 2012

Role	Participant	Abbreviation
Issuer	Village of Park Forest	Village
Bond Counsel	Chapman and Cutler	BC
Local Counsel	TBD	LC
Underwriter	Robert W. Baird & Co.	UW
Paying/Escrow Agent	(To Come)	PA

July 2012

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2012

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2012

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2012

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Status	Week/Date	Task	Responsible Participant(s)
	August 1	Distribute first draft of Bond Ordinance	BC
	Week of August 6	Provide comments to first draft of Bond Ordinance	All
	Week of August 6	Distribute second draft of Preliminary Official Statement ("POS")	UW
	August 13 or 14	Bond Ordinance finalized	BC
	Week of August 13	Comments due on second draft of POS	All
	August 20	First reading of Bond Ordinance	Village
	Week of August 20	Distribute info to Moody's and schedule a conference call	UW
	Week of August 27	Conference call with Moody's Analyst	Village and UW
	September 3	***Labor Day (Markets Closed)***	
	Week of September 3	Receive Moody's Rating	Village
	Week of September 3	Finalize POS	UW
	September 4	Discussion of Bond Ordinance at Rules Meeting	Village
	September 10	Final Reading and adoption of Bond Ordinance	Village
	Week of September 10	Price bonds and sign bond purchase agreement	Village & UW
	October 4	Bond closing	All

*Preliminary subject to change.

Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012A

General Obligation Refunding Bonds, Series 2012B

Dated: October 4, 2012 / Preliminary as of July 31, 2012

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Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012A

General Obligation Refunding Bonds, Series 2012B

Dated: October 4, 2012 / Preliminary as of July 31, 2012

Debt Service Comparison

Date	Total P+I	Non-Refunded	Total	Old Net D/S	Savings
01/01/2013	27,974.12	241,051.24	269,025.36	269,025.36	-
01/01/2014	445,755.00	-	445,755.00	473,922.52	28,167.52
01/01/2015	459,155.00	-	459,155.00	490,402.52	31,247.52
01/01/2016	482,155.00	-	482,155.00	506,337.50	24,182.50
01/01/2017	499,555.00	-	499,555.00	525,657.50	26,102.50
01/01/2018	514,430.00	-	514,430.00	543,085.00	28,655.00
01/01/2019	536,530.00	-	536,530.00	563,585.00	27,055.00
01/01/2020	552,580.00	-	552,580.00	581,870.00	29,290.00
01/01/2021	282,730.00	-	282,730.00	367,900.00	85,170.00
01/01/2022	290,530.00	-	290,530.00	373,620.00	83,090.00
01/01/2023	297,880.00	-	297,880.00	388,320.00	90,440.00
01/01/2024	309,510.00	-	309,510.00	400,500.00	90,990.00
01/01/2025	320,230.00	-	320,230.00	411,060.00	90,830.00
Total	**$5,019,014.12**	**$241,051.24**	**$5,260,065.36**	**$5,895,285.40**	**$635,220.04**

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings	635,220.04
Gross PV Debt Service Savings	592,956.83
Net PV Cashflow Savings @ 2.653%(Bond Yield)	592,956.83
Transfers from Prior Issue Debt Service Fund	(78,987.14)
Contingency or Rounding Amount	3,821.03
Net Present Value Benefit	$517,790.72
Net PV Benefit / $4,175,000 Refunded Principal	12.402%
Average Annual Cash Flow Savings	48,863.08

Refunding Bond Information

Refunding Dated Date	10/04/2012
Refunding Delivery Date	10/04/2012

Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012A

General Obligation Refunding Bonds, Series 2012B

Dated: October 4, 2012 / Preliminary as of July 31, 2012

Total Issue Sources And Uses

Dated 10/04/2012 | Delivered 10/04/2012

	Series 2012A - TIF Fund Portion	Series 2012B - Debt Service Fund Portion	Issue Summary
SOURCES OF FUNDS			
Par Amount of Bonds	$1,585,000.00	$2,635,000.00	$4,220,000.00
Transfers from Prior Issue Debt Service Funds	30,167.59	48,819.55	78,987.14
Reoffering Premium	40,398.20	29,961.85	70,360.05
TOTAL SOURCES	**$1,655,565.79**	**$2,713,781.40**	**$4,369,347.19**
USES OF FUNDS			
Deposit to Current Refunding Fund	1,621,263.88	2,659,862.28	4,281,126.16
Costs of Issuance	31,700.00	52,700.00	84,400.00
Rounding Amount	2,601.91	1,219.12	3,821.03
TOTAL USES	**$1,655,565.79**	**$2,713,781.40**	**$4,369,347.19**

Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012A

General Obligation Refunding Bonds, Series 2012B

Dated: October 4, 2012 / Preliminary as of July 31, 2012

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Non-Refunded	Total
01/01/2013	-	-	27,974.12	27,974.12	241,051.24	269,025.36
01/01/2014	330,000.00	2.000%	115,755.00	445,755.00	-	445,755.00
01/01/2015	350,000.00	2.000%	109,155.00	459,155.00	-	459,155.00
01/01/2016	380,000.00	2.000%	102,155.00	482,155.00	-	482,155.00
01/01/2017	405,000.00	2.500%	94,555.00	499,555.00	-	499,555.00
01/01/2018	430,000.00	3.000%	84,430.00	514,430.00	-	514,430.00
01/01/2019	465,000.00	3.000%	71,530.00	536,530.00	-	536,530.00
01/01/2020	495,000.00	3.000%	57,580.00	552,580.00	-	552,580.00
01/01/2021	240,000.00	3.000%	42,730.00	282,730.00	-	282,730.00
01/01/2022	255,000.00	3.000%	35,530.00	290,530.00	-	290,530.00
01/01/2023	270,000.00	3.100%	27,880.00	297,880.00	-	297,880.00
01/01/2024	290,000.00	3.200%	19,510.00	309,510.00	-	309,510.00
01/01/2025	310,000.00	3.300%	10,230.00	320,230.00	-	320,230.00
Total	**$4,220,000.00**	**-**	**$799,014.12**	**$5,019,014.12**	**$241,051.24**	**$5,260,065.36**

Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012A

General Obligation Refunding Bonds, Series 2012B

Dated: October 4, 2012 / Preliminary as of July 31, 2012

Proof Of Bond Yield @ 2.6532439%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
10/04/2012	-	1.0000000x	-	-
01/01/2013	27,974.12	0.9936504x	27,796.50	27,796.50
07/01/2013	57,877.50	0.9806410x	56,757.05	84,553.54
01/01/2014	387,877.50	0.9678019x	375,388.59	459,942.14
07/01/2014	54,577.50	0.9551309x	52,128.66	512,070.80
01/01/2015	404,577.50	0.9426259x	381,365.22	893,436.01
07/01/2015	51,077.50	0.9302845x	47,516.61	940,952.62
01/01/2016	431,077.50	0.9181047x	395,774.29	1,336,726.91
07/01/2016	47,277.50	0.9060844x	42,837.41	1,379,564.32
01/01/2017	452,277.50	0.8942215x	404,436.25	1,784,000.57
07/01/2017	42,215.00	0.8825139x	37,255.32	1,821,255.90
01/01/2018	472,215.00	0.8709595x	411,280.15	2,232,536.04
07/01/2018	35,765.00	0.8595565x	30,742.04	2,263,278.08
01/01/2019	500,765.00	0.8483027x	424,800.29	2,688,078.37
07/01/2019	28,790.00	0.8371963x	24,102.88	2,712,181.25
01/01/2020	523,790.00	0.8262352x	432,773.75	3,144,955.01
07/01/2020	21,365.00	0.8154177x	17,421.40	3,162,376.41
01/01/2021	261,365.00	0.8047418x	210,331.35	3,372,707.76
07/01/2021	17,765.00	0.7942057x	14,109.06	3,386,816.82
01/01/2022	272,765.00	0.7838076x	213,795.27	3,600,612.10
07/01/2022	13,940.00	0.7735455x	10,783.22	3,611,395.32
01/01/2023	283,940.00	0.7634179x	216,764.87	3,828,160.20
07/01/2023	9,755.00	0.7534228x	7,349.64	3,835,509.83
01/01/2024	299,755.00	0.7435586x	222,885.41	4,058,395.24
07/01/2024	5,115.00	0.7338235x	3,753.51	4,062,148.75
01/01/2025	315,115.00	0.7242159x	228,211.30	4,290,360.05
Total	**$5,019,014.12**	**-**	**$4,290,360.05**	**-**

Derivation Of Target Amount

Par Amount of Bonds	$4,220,000.00
Reoffering Premium or (Discount)	70,360.05
Original Issue Proceeds	$4,290,360.05

Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012A

General Obligation Refunding Bonds, Series 2012B

Dated: October 4, 2012 / Preliminary as of July 31, 2012

Current Refunding Escrow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
10/04/2012	-	-	-	1.16	-	1.16
01/01/2013	4,281,125.00	0.080%	835.10	4,281,960.10	4,281,961.26	-
Total	**$4,281,125.00**	**-**	**$835.10**	**$4,281,961.26**	**$4,281,961.26**	**-**

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Unrestricted
Cash Deposit	1.16
Cost of Investments Purchased with Bond Proceeds	4,281,125.00
Total Cost of Investments	$4,281,126.16
Target Cost of Investments at bond yield	$4,254,769.50
Actual positive or (negative) arbitrage	(26,356.66)
Yield to Receipt	0.0807252%
Yield for Arbitrage Purposes	2.6535402%
State and Local Government Series (SLGS) rates for	7/31/2012

Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012A

General Obligation Refunding Bonds, Series 2012B

Dated: October 4, 2012 / Preliminary as of July 31, 2012

Escrow Summary Cost

Maturity	Type	Coupon	Yield	$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
Escrow								
01/01/2013	SLGS-CI	0.080%	0.080%	100.0000000%	4,281,125	4,281,125.00	-	4,281,125.00
Subtotal		-	-	-	**$4,281,125**	**$4,281,125.00**	-	**$4,281,125.00**
Total		-	-	-	**$4,281,125**	**$4,281,125.00**	-	**$4,281,125.00**

Escrow	
Cash Deposit	1.16
Cost of Investments Purchased with Bond Proceeds	4,281,125.00
Total Cost of Investments	$4,281,126.16

Delivery Date	10/04/2012

Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012A

General Obligation Refunding Bonds, Series 2012B

Dated: October 4, 2012 / Preliminary as of July 31, 2012

Primary Purpose Fund Proof Of Yield @ 0.0807252%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
10/04/2012	-	1.0000000x	-	-
01/01/2013	4,281,960.10	0.9998050x	4,281,125.00	4,281,125.00
Total	**$4,281,960.10**	**-**	**$4,281,125.00**	**-**

Composition Of Initial Deposit

Cost of Investments Purchased with Bond Proceeds	4,281,125.00
Adjusted Cost of Investments	4,281,125.00

Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012A

General Obligation Refunding Bonds, Series 2012B

Dated: October 4, 2012 / Preliminary as of July 31, 2012

Debt Service To Maturity And To Call

Date	Refunded Bonds	Interest to Call	D/S To Call	Principal	Interest	Refunded D/S
10/04/2012	-	-	-	-	-	-
01/01/2013	4,175,000.00	106,961.26	4,281,961.26	-	106,961.26	106,961.26
07/01/2013	-	-	-	-	106,961.26	106,961.26
01/01/2014	-	-	-	260,000.00	106,961.26	366,961.26
07/01/2014	-	-	-	-	100,201.26	100,201.26
01/01/2015	-	-	-	290,000.00	100,201.26	390,201.26
07/01/2015	-	-	-	-	93,168.75	93,168.75
01/01/2016	-	-	-	320,000.00	93,168.75	413,168.75
07/01/2016	-	-	-	-	85,328.75	85,328.75
01/01/2017	-	-	-	355,000.00	85,328.75	440,328.75
07/01/2017	-	-	-	-	76,542.50	76,542.50
01/01/2018	-	-	-	390,000.00	76,542.50	466,542.50
07/01/2018	-	-	-	-	66,792.50	66,792.50
01/01/2019	-	-	-	430,000.00	66,792.50	496,792.50
07/01/2019	-	-	-	-	55,935.00	55,935.00
01/01/2020	-	-	-	470,000.00	55,935.00	525,935.00
07/01/2020	-	-	-	-	43,950.00	43,950.00
01/01/2021	-	-	-	280,000.00	43,950.00	323,950.00
07/01/2021	-	-	-	-	36,810.00	36,810.00
01/01/2022	-	-	-	300,000.00	36,810.00	336,810.00
07/01/2022	-	-	-	-	29,160.00	29,160.00
01/01/2023	-	-	-	330,000.00	29,160.00	359,160.00
07/01/2023	-	-	-	-	20,250.00	20,250.00
01/01/2024	-	-	-	360,000.00	20,250.00	380,250.00
07/01/2024	-	-	-	-	10,530.00	10,530.00
01/01/2025	-	-	-	390,000.00	10,530.00	400,530.00
Total	**$4,175,000.00**	**$106,961.26**	**$4,281,961.26**	**$4,175,000.00**	**$1,558,221.30**	**$5,733,221.30**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	10/04/2012
Average Life	6.929 Years
Average Coupon	5.3863720%
Weighted Average Maturity (Par Basis)	6.929 Years

Refunding Bond Information

Refunding Dated Date	10/04/2012
Refunding Delivery Date	10/04/2012

Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012A

Dated: October 4, 2012

(TIF Fund Portion)

Debt Service Comparison

Date	Total P+I	Non-Refunded	Total	Old Net D/S	Savings
01/01/2013	9,793.54	129,119.35	138,912.89	138,912.89	-
01/01/2014	225,525.00	-	225,525.00	219,192.26	(6,332.74)
01/01/2015	231,825.00	-	231,825.00	228,019.22	(3,805.78)
01/01/2016	242,925.00	-	242,925.00	236,555.26	(6,369.74)
01/01/2017	253,725.00	-	253,725.00	246,904.22	(6,820.78)
01/01/2018	263,100.00	-	263,100.00	256,238.46	(6,861.54)
01/01/2019	270,900.00	-	270,900.00	267,219.26	(3,680.74)
01/01/2020	283,250.00	-	283,250.00	277,014.60	(6,235.40)
01/01/2021	-	-	-	53,278.98	53,278.98
01/01/2022	-	-	-	50,299.08	50,299.08
01/01/2023	-	-	-	55,043.86	55,043.86
01/01/2024	-	-	-	56,980.46	56,980.46
01/01/2025	-	-	-	58,676.18	58,676.18
Total	**$1,781,043.54**	**$129,119.35**	**$1,910,162.89**	**$2,144,334.73**	**$234,171.84**

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings	234,171.84
Gross PV Debt Service Savings	204,642.40
Net PV Cashflow Savings @ 2.653%(Bond Yield)	204,642.40
Transfers from Prior Issue Debt Service Fund	(30,167.59)
Contingency or Rounding Amount	2,601.91
Net Present Value Benefit	$177,076.72
Net PV Benefit / $1,581,619 Refunded Principal	11.196%
Average Annual Cash Flow Savings	18,013.22

Refunding Bond Information

Refunding Dated Date	10/04/2012
Refunding Delivery Date	10/04/2012

Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012A

Dated: October 4, 2012

(TIF Fund Portion)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/04/2012	-	-	-	-	-
01/01/2013	-	-	9,793.54	9,793.54	9,793.54
07/01/2013	-	-	20,262.50	20,262.50	-
01/01/2014	185,000.00	2.000%	20,262.50	205,262.50	225,525.00
07/01/2014	-	-	18,412.50	18,412.50	-
01/01/2015	195,000.00	2.000%	18,412.50	213,412.50	231,825.00
07/01/2015	-	-	16,462.50	16,462.50	-
01/01/2016	210,000.00	2.000%	16,462.50	226,462.50	242,925.00
07/01/2016	-	-	14,362.50	14,362.50	-
01/01/2017	225,000.00	2.500%	14,362.50	239,362.50	253,725.00
07/01/2017	-	-	11,550.00	11,550.00	-
01/01/2018	240,000.00	3.000%	11,550.00	251,550.00	263,100.00
07/01/2018	-	-	7,950.00	7,950.00	-
01/01/2019	255,000.00	3.000%	7,950.00	262,950.00	270,900.00
07/01/2019	-	-	4,125.00	4,125.00	-
01/01/2020	275,000.00	3.000%	4,125.00	279,125.00	283,250.00
Total	**$1,585,000.00**	**-**	**$196,043.54**	**$1,781,043.54**	**-**

Yield Statistics

Bond Year Dollars	$7,143.04
Average Life	4.507 Years
Average Coupon	2.7445387%
Net Interest Cost (NIC)	2.1789785%
True Interest Cost (TIC)	2.1369325%
Bond Yield for Arbitrage Purposes	2.6532439%
All Inclusive Cost (AIC)	2.6059937%

IRS Form 8038

Net Interest Cost	2.1168786%
Weighted Average Maturity	4.524 Years

Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012A

Dated: October 4, 2012

(TIF Fund Portion)

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Non-Refunded	Total
01/01/2013	-	-	9,793.54	9,793.54	129,119.35	138,912.89
01/01/2014	185,000.00	2.000%	40,525.00	225,525.00	-	225,525.00
01/01/2015	195,000.00	2.000%	36,825.00	231,825.00	-	231,825.00
01/01/2016	210,000.00	2.000%	32,925.00	242,925.00	-	242,925.00
01/01/2017	225,000.00	2.500%	28,725.00	253,725.00	-	253,725.00
01/01/2018	240,000.00	3.000%	23,100.00	263,100.00	-	263,100.00
01/01/2019	255,000.00	3.000%	15,900.00	270,900.00	-	270,900.00
01/01/2020	275,000.00	3.000%	8,250.00	283,250.00	-	283,250.00
Total	**$1,585,000.00**	**-**	**$196,043.54**	**$1,781,043.54**	**$129,119.35**	**$1,910,162.89**

Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012A

Dated: October 4, 2012

(TIF Fund Portion)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
01/01/2014	Serial Coupon	2.000%	1.200%	185,000.00	100.982%	186,816.70
01/01/2015	Serial Coupon	2.000%	1.400%	195,000.00	101.318%	197,570.10
01/01/2016	Serial Coupon	2.000%	1.600%	210,000.00	101.257%	212,639.70
01/01/2017	Serial Coupon	2.500%	1.850%	225,000.00	102.638%	230,935.50
01/01/2018	Serial Coupon	3.000%	2.100%	240,000.00	104.443%	250,663.20
01/01/2019	Serial Coupon	3.000%	2.350%	255,000.00	103.750%	264,562.50
01/01/2020	Serial Coupon	3.000%	2.600%	275,000.00	102.622%	282,210.50
Total	**-**	**-**	**-**	**$1,585,000.00**	**-**	**$1,625,398.20**

Bid Information

Par Amount of Bonds	$1,585,000.00
Reoffering Premium or (Discount)	40,398.20
Gross Production	$1,625,398.20
Bid (102.549%)	1,625,398.20
Total Purchase Price	$1,625,398.20
Bond Year Dollars	$7,143.04
Average Life	4.507 Years
Average Coupon	2.7445387%
Net Interest Cost (NIC)	2.1789785%
True Interest Cost (TIC)	2.1369325%

Village of Park Forest, IL

General Obligation Bonds, Series 2001

Dated: December 10, 2001

TIF Fund Portion

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
10/04/2012	-	-	-	-	-	-	-
01/01/2013	1,581,619.00	39,961.13	1,621,580.13	-	5.150%	39,961.13	39,961.13
07/01/2013	-	-	-	-	-	39,961.13	39,961.13
01/01/2014	-	-	-	139,270.00	5.200%	39,961.13	179,231.13
07/01/2014	-	-	-	-	-	36,340.11	36,340.11
01/01/2015	-	-	-	155,339.00	4.850%	36,340.11	191,679.11
07/01/2015	-	-	-	-	-	32,573.13	32,573.13
01/01/2016	-	-	-	171,409.00	4.900%	32,573.13	203,982.13
07/01/2016	-	-	-	-	-	28,373.61	28,373.61
01/01/2017	-	-	-	190,157.00	4.950%	28,373.61	218,530.61
07/01/2017	-	-	-	-	-	23,667.23	23,667.23
01/01/2018	-	-	-	208,904.00	5.000%	23,667.23	232,571.23
07/01/2018	-	-	-	-	-	18,444.63	18,444.63
01/01/2019	-	-	-	230,330.00	5.050%	18,444.63	248,774.63
07/01/2019	-	-	-	-	-	12,628.80	12,628.80
01/01/2020	-	-	-	251,757.00	5.100%	12,628.80	264,385.80
07/01/2020	-	-	-	-	-	6,208.99	6,208.99
01/01/2021	-	-	-	40,861.00	5.100%	6,208.99	47,069.99
07/01/2021	-	-	-	-	-	5,167.04	5,167.04
01/01/2022	-	-	-	39,965.00	5.100%	5,167.04	45,132.04
07/01/2022	-	-	-	-	-	4,147.93	4,147.93
01/01/2023	-	-	-	46,748.00	5.400%	4,147.93	50,895.93
07/01/2023	-	-	-	-	-	2,885.73	2,885.73
01/01/2024	-	-	-	51,209.00	5.400%	2,885.73	54,094.73
07/01/2024	-	-	-	-	-	1,503.09	1,503.09
01/01/2025	-	-	-	55,670.00	5.400%	1,503.09	57,173.09
Total	**$1,581,619.00**	**$39,961.13**	**$1,621,580.13**	**$1,581,619.00**	**-**	**$463,763.97**	**$2,045,382.97**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	10/04/2012
Average Life	5.489 Years
Average Coupon	5.1043224%
Weighted Average Maturity (Par Basis)	5.489 Years

Refunding Bond Information

Refunding Dated Date	10/04/2012
Refunding Delivery Date	10/04/2012

Village of Park Forest, IL

General Obligation Bonds, Series 2001

Dated: December 10, 2001

TIF Fund Portion

Current Outstanding Debt Service

Date	Principal	Coupon	Interest	Total P+I
01/01/2013	125,878.00	5.150%	3,241.35	129,119.35
Total	**$125,878.00**	**-**	**$3,241.35**	**$129,119.35**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	10/04/2012
Average Life	0.242 Years
Average Coupon	5.1499865%
Weighted Average Maturity (Par Basis)	0.242 Years

Refunding Bond Information

Refunding Dated Date	10/04/2012
Refunding Delivery Date	10/04/2012

Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012B

Dated: October 4, 2012

(Debt Service Fund Portion)

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
01/01/2013	18,180.58	111,931.89	130,112.47	130,112.47	-
01/01/2014	220,230.00	-	220,230.00	254,730.26	34,500.26
01/01/2015	227,330.00	-	227,330.00	262,383.30	35,053.30
01/01/2016	239,230.00	-	239,230.00	269,782.24	30,552.24
01/01/2017	245,830.00	-	245,830.00	278,753.28	32,923.28
01/01/2018	251,330.00	-	251,330.00	286,846.54	35,516.54
01/01/2019	265,630.00	-	265,630.00	296,365.74	30,735.74
01/01/2020	269,330.00	-	269,330.00	304,855.40	35,525.40
01/01/2021	282,730.00	-	282,730.00	314,621.02	31,891.02
01/01/2022	290,530.00	-	290,530.00	323,320.92	32,790.92
01/01/2023	297,880.00	-	297,880.00	333,276.14	35,396.14
01/01/2024	309,510.00	-	309,510.00	343,519.54	34,009.54
01/01/2025	320,230.00	-	320,230.00	352,383.82	32,153.82
Total	**$3,237,970.58**	**$111,931.89**	**$3,349,902.47**	**$3,750,950.67**	**$401,048.20**

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings	401,048.20
Gross PV Debt Service Savings	388,314.44
Net PV Cashflow Savings @ 2.653%(Bond Yield)	388,314.44
Transfers from Prior Issue Debt Service Fund	(48,819.55)
Contingency or Rounding Amount	1,219.12
Net Present Value Benefit	$340,714.01
Net PV Benefit / $2,593,381 Refunded Principal	13.138%
Average Annual Cash Flow Savings	30,849.86

Refunding Bond Information

Refunding Dated Date	10/04/2012
Refunding Delivery Date	10/04/2012

Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012B

Dated: October 4, 2012

(Debt Service Fund Portion)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Total
10/04/2012	-	-	-	-	-
01/01/2013	-	-	18,180.58	18,180.58	18,180.58
07/01/2013	-	-	37,615.00	37,615.00	-
01/01/2014	145,000.00	2.000%	37,615.00	182,615.00	220,230.00
07/01/2014	-	-	36,165.00	36,165.00	-
01/01/2015	155,000.00	2.000%	36,165.00	191,165.00	227,330.00
07/01/2015	-	-	34,615.00	34,615.00	-
01/01/2016	170,000.00	2.000%	34,615.00	204,615.00	239,230.00
07/01/2016	-	-	32,915.00	32,915.00	-
01/01/2017	180,000.00	2.500%	32,915.00	212,915.00	245,830.00
07/01/2017	-	-	30,665.00	30,665.00	-
01/01/2018	190,000.00	3.000%	30,665.00	220,665.00	251,330.00
07/01/2018	-	-	27,815.00	27,815.00	-
01/01/2019	210,000.00	3.000%	27,815.00	237,815.00	265,630.00
07/01/2019	-	-	24,665.00	24,665.00	-
01/01/2020	220,000.00	3.000%	24,665.00	244,665.00	269,330.00
07/01/2020	-	-	21,365.00	21,365.00	-
01/01/2021	240,000.00	3.000%	21,365.00	261,365.00	282,730.00
07/01/2021	-	-	17,765.00	17,765.00	-
01/01/2022	255,000.00	3.000%	17,765.00	272,765.00	290,530.00
07/01/2022	-	-	13,940.00	13,940.00	-
01/01/2023	270,000.00	3.100%	13,940.00	283,940.00	297,880.00
07/01/2023	-	-	9,755.00	9,755.00	-
01/01/2024	290,000.00	3.200%	9,755.00	299,755.00	309,510.00
07/01/2024	-	-	5,115.00	5,115.00	-
01/01/2025	310,000.00	3.300%	5,115.00	315,115.00	320,230.00
Total	**$2,635,000.00**	**-**	**$602,970.58**	**$3,237,970.58**	**-**

Yield Statistics

Bond Year Dollars	$19,896.79
Average Life	7.551 Years
Average Coupon	3.0304915%
Net Interest Cost (NIC)	2.8799052%
True Interest Cost (TIC)	2.8491474%
Bond Yield for Arbitrage Purposes	2.6532439%
All Inclusive Cost (AIC)	3.1520698%

IRS Form 8038

Net Interest Cost	2.8617392%
Weighted Average Maturity	7.513 Years

Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012B

Dated: October 4, 2012

(Debt Service Fund Portion)

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Existing D/S	Net New D/S
01/01/2013	-	-	18,180.58	18,180.58	111,931.89	130,112.47
01/01/2014	145,000.00	2.000%	75,230.00	220,230.00	-	220,230.00
01/01/2015	155,000.00	2.000%	72,330.00	227,330.00	-	227,330.00
01/01/2016	170,000.00	2.000%	69,230.00	239,230.00	-	239,230.00
01/01/2017	180,000.00	2.500%	65,830.00	245,830.00	-	245,830.00
01/01/2018	190,000.00	3.000%	61,330.00	251,330.00	-	251,330.00
01/01/2019	210,000.00	3.000%	55,630.00	265,630.00	-	265,630.00
01/01/2020	220,000.00	3.000%	49,330.00	269,330.00	-	269,330.00
01/01/2021	240,000.00	3.000%	42,730.00	282,730.00	-	282,730.00
01/01/2022	255,000.00	3.000%	35,530.00	290,530.00	-	290,530.00
01/01/2023	270,000.00	3.100%	27,880.00	297,880.00	-	297,880.00
01/01/2024	290,000.00	3.200%	19,510.00	309,510.00	-	309,510.00
01/01/2025	310,000.00	3.300%	10,230.00	320,230.00	-	320,230.00
Total	**$2,635,000.00**	**-**	**$602,970.58**	**$3,237,970.58**	**$111,931.89**	**$3,349,902.47**

Village of Park Forest, IL

General Obligation Refunding Bonds, Series 2012B

Dated: October 4, 2012

(Debt Service Fund Portion)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
01/01/2014	Serial Coupon	2.000%	1.200%	145,000.00	100.982%	146,423.90
01/01/2015	Serial Coupon	2.000%	1.400%	155,000.00	101.318%	157,042.90
01/01/2016	Serial Coupon	2.000%	1.600%	170,000.00	101.257%	172,136.90
01/01/2017	Serial Coupon	2.500%	1.850%	180,000.00	102.638%	184,748.40
01/01/2018	Serial Coupon	3.000%	2.100%	190,000.00	104.443%	198,441.70
01/01/2019	Serial Coupon	3.000%	2.350%	210,000.00	103.750%	217,875.00
01/01/2020	Serial Coupon	3.000%	2.600%	220,000.00	102.622%	225,768.40
01/01/2021	Serial Coupon	3.000%	2.800%	240,000.00	101.460%	243,504.00
01/01/2022	Serial Coupon	3.000%	2.950%	255,000.00	100.399%	256,017.45
01/01/2023	Serial Coupon	3.100%	3.150%	270,000.00	99.562%	268,817.40
01/01/2024	Serial Coupon	3.200%	3.300%	290,000.00	99.063%	287,282.70
01/01/2025	Serial Coupon	3.300%	3.400%	310,000.00	99.001%	306,903.10
Total	**-**	**-**	**-**	**$2,635,000.00**	**-**	**$2,664,961.85**

Bid Information

Par Amount of Bonds	$2,635,000.00
Reoffering Premium or (Discount)	29,961.85
Gross Production	$2,664,961.85
Bid (101.137%)	2,664,961.85
Total Purchase Price	$2,664,961.85
Bond Year Dollars	$19,896.79
Average Life	7.551 Years
Average Coupon	3.0304915%
Net Interest Cost (NIC)	2.8799052%
True Interest Cost (TIC)	2.8491474%

Village of Park Forest, IL

General Obligation Bonds, Series 2001

Dated: December 10, 2001

Debt Service Fund Portion

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
10/04/2012	-	-	-	-	-	-	-
01/01/2013	2,593,381.00	67,000.13	2,660,381.13	-	5.150%	67,000.13	67,000.13
07/01/2013	-	-	-	-	-	67,000.13	67,000.13
01/01/2014	-	-	-	120,730.00	5.200%	67,000.13	187,730.13
07/01/2014	-	-	-	-	-	63,861.15	63,861.15
01/01/2015	-	-	-	134,661.00	4.850%	63,861.15	198,522.15
07/01/2015	-	-	-	-	-	60,595.62	60,595.62
01/01/2016	-	-	-	148,591.00	4.900%	60,595.62	209,186.62
07/01/2016	-	-	-	-	-	56,955.14	56,955.14
01/01/2017	-	-	-	164,843.00	4.950%	56,955.14	221,798.14
07/01/2017	-	-	-	-	-	52,875.27	52,875.27
01/01/2018	-	-	-	181,096.00	5.000%	52,875.27	233,971.27
07/01/2018	-	-	-	-	-	48,347.87	48,347.87
01/01/2019	-	-	-	199,670.00	5.050%	48,347.87	248,017.87
07/01/2019	-	-	-	-	-	43,306.20	43,306.20
01/01/2020	-	-	-	218,243.00	5.100%	43,306.20	261,549.20
07/01/2020	-	-	-	-	-	37,741.01	37,741.01
01/01/2021	-	-	-	239,139.00	5.100%	37,741.01	276,880.01
07/01/2021	-	-	-	-	-	31,642.96	31,642.96
01/01/2022	-	-	-	260,035.00	5.100%	31,642.96	291,677.96
07/01/2022	-	-	-	-	-	25,012.07	25,012.07
01/01/2023	-	-	-	283,252.00	5.400%	25,012.07	308,264.07
07/01/2023	-	-	-	-	-	17,364.27	17,364.27
01/01/2024	-	-	-	308,791.00	5.400%	17,364.27	326,155.27
07/01/2024	-	-	-	-	-	9,026.91	9,026.91
01/01/2025	-	-	-	334,330.00	5.400%	9,026.91	343,356.91
Total	**$2,593,381.00**	**$67,000.13**	**$2,660,381.13**	**$2,593,381.00**	**-**	**$1,094,457.33**	**$3,687,838.33**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	10/04/2012
Average Life	7.807 Years
Average Coupon	5.2343650%
Weighted Average Maturity (Par Basis)	7.807 Years

Refunding Bond Information

Refunding Dated Date	10/04/2012
Refunding Delivery Date	10/04/2012

Village of Park Forest, IL

General Obligation Bonds, Series 2001

Dated: December 10, 2001

Debt Service Fund Portion

Current Outstanding Debt Service

Date	Principal	Coupon	Interest	Total P+I
01/01/2013	109,122.00	5.150%	2,809.89	111,931.89
Total	**$109,122.00**	**-**	**$2,809.89**	**$111,931.89**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	10/04/2012
Average Life	0.242 Years
Average Coupon	5.1499973%
Weighted Average Maturity (Par Basis)	0.242 Years

Refunding Bond Information

Refunding Dated Date	10/04/2012
Refunding Delivery Date	10/04/2012

EXTRACT OF MINUTES of the regular public meeting of the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, held at the Village Hall, located at 350 Victory Drive, Park Forest, Illinois, in said Village, at 7:00 p.m., on the 10th day of September, 2012.

Upon the roll being called the Mayor and the following Trustees were physically present at said location: _____

_____

_____

The following Trustees were allowed by a majority of the members of the Mayor and Board of Trustees in accordance with and to the extent allowed by rules adopted by the Mayor and Board of Trustees to attend the meeting by video or audio conference: _____

_____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

_____

Various business was conducted.

The Mayor and Board of Trustees then discussed a proposed bond refunding and considered an ordinance providing for the issuance of one or more series of General Obligation Refunding Bonds of the Village of Park Forest, Cook and Will Counties, Illinois, and providing for the levy and collection of a direct annual tax and the pledge of certain tax increment revenues for the payment of the principal of and interest on certain of said bonds.

Thereupon, Trustee _____ presented, the Village Attorney explained, and there was read into the record by title or in full the following ordinance:

> AN ORDINANCE providing for the issuance of one or more series of General Obligation Refunding Bonds of the Village of Park Forest, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders and escrow agreements in connection therewith, and providing for the levy and collection of a direct annual tax and the pledge of certain incremental tax revenues for the payment of the principal of and interest on certain of said bonds.

(the "*Bond Ordinance*").

Trustee _____ moved and Trustee _____ seconded the motion that the Bond Ordinance as presented be adopted.

A discussion of the matter followed. During the discussion, _____ gave a public recital of the nature of the matter, which included a reading of the title of the ordinance and statements (1) that the ordinance provided for the issuance of general obligation bonds for the purpose of paying the costs of refunding certain outstanding general obligation bonds, a portion of which were issued to pay debt service on tax increment bonds issued in connection with the ongoing redevelopment project activities of the Village in its Downtown Redevelopment Project Area, (2) that the bonds are issuable without referendum under the Village's home rule powers, (3) that the ordinance provides for the levy of taxes to pay the bonds and for the pledge of incremental property tax revenues to that portion of the bonds issued to refund the outstanding tax increment bonds, and (4) that the ordinance provides many details for the bonds, including tax-exempt status covenants, provision for terms and form of the bonds, and appropriations.

The Mayor directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

_____

_____

and the following Trustees voted NAY: _____

WHEREUPON, the Mayor declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the Village Clerk to record the same in full in the records of the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

_____

Village Clerk

ORDINANCE NUMBER ____

AN ORDINANCE providing for the issuance of one or more series of General Obligation Refunding Bonds of the Village of Park Forest, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders and escrow agreements in connection therewith, and providing for the levy and collection of a direct annual tax and the pledge of certain incremental tax revenues for the payment of the principal of and interest on certain of said bonds.

Introduced by the Mayor and Board of Trustees on the 20th day of August, 2012.
Adopted by the Mayor and Board of Trustees on the 10th day of September, 2012.

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ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of one or more series of General Obligation Refunding Bonds of the Village of Park Forest, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders and escrow agreements in connection therewith, and providing for the levy and collection of a direct annual tax and the pledge of certain incremental tax revenues for the payment of the principal of and interest on certain of said bonds.

WHEREAS the Village of Park Forest, Cook and Will Counties, Illinois (the *"Village"*), is a *"home rule unit"* pursuant to Section 6 of Article VII of the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to incur debt, and is further authorized to issue its full faith and credit obligations without prior referendum approval; and

WHEREAS the Mayor and Board of Trustees of the Village (the *"Corporate Authorities"*) have heretofore determined, and it hereby is determined, that the Village is authorized to issue its full faith and credit obligations without prior referendum approval for the purpose of refunding certain heretofore issued and now outstanding full faith and credit obligations of the Village, all pursuant to Article 8 and Division 74.4 of Article 11 of the Illinois Municipal Code, as supplemented and amended, and as provided in the hereinafter defined Act; and

WHEREAS the Corporate Authorities have considered and approved the following plan of financing for certain of the Village's outstanding bonds:

In 2001, the Village issued its General Obligation Bonds, Series 2001 (the *"2001 Bonds"*), the proceeds of which were used to pay the cost of (i) installing certain public capital infrastructure improvements in and for the Village (the *"2001 Corporate Purpose Bonds"*) and (ii) advance refunding certain theretofore issued tax increment

allocation bonds issued to pay redevelopment project costs incurred for the Downtown Tax Increment Redevelopment Project Area (the *"Redevelopment Project Area"*) of the Village (the *"2001 TIF Bonds"*). 2001 Bonds in the principal amount of $4,410,000 (the *"Outstanding 2001 Bonds"*) are due and payable on January 1 of the years 2013 to 2025, inclusive. $2,702,503 of the Outstanding 2001 Bonds are 2001 Corporate Purpose Bonds, and $1,707,497 of the Outstanding 2001 Bonds are 2001 TIF Bonds.

Certain of these Outstanding 2001 Bonds (the *"Refunded Bonds"*) will be refunded. The *"TIF Refunding"* hereinafter refers to the current refunding of the Outstanding 2001 Bonds, the portion of which is allocable to the 2001 TIF Bonds (the *"Prior TIF Bonds"*). The *"Corporate Purpose Refunding"* hereinafter refers to the current refunding of the Outstanding 2001 Bonds, the portion of which is allocable to the 2001 Corporate Purpose Bonds (the *"Prior Corporate Purpose Bonds"*). The TIF Refunding and the Corporate Purpose Refunding constitute, collectively, the *"Refunding"*.

A portion of the proceeds to be received from the sale of the Bonds will be deposited into an Escrow Account (the *"Escrow Account"*) to be held by a bank or financial institution having fiduciary capacity, as escrow agent, under the terms of an Escrow Agreement (the *"Escrow Agreement"*), by and between the Village and such escrow agent, and hereinafter approved. The proceeds so deposited into the Escrow Account shall be invested by such escrow agent as set forth in the Escrow Agreement. The amounts in the Escrow Account will be used to pay the principal of the Refunded Bonds at stated maturity thereof or on their respective redemption dates. The rest of the Bond proceeds will be used to pay the costs of issuing the Bonds.

WHEREAS those bonds which were refunded by the Prior TIF Bonds were issued pursuant to the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the *"TIF Act"*), in connection with the redevelopment by the Village of its Town Center Redevelopment Project Area (the *"Prior TIF Area"*); and

WHEREAS the Corporate Authorities heretofore determined that blighting conditions in the Prior TIF Area had increased and it was therefore essential that the Village take action to arrest the continuing decline evident in the Prior TIF Area; and

WHEREAS the Village heretofore determined that the Prior TIF Area had not been and was not reasonably expected likely to be successfully redeveloped, and accordingly the Corporate Authorities terminated the Prior TIF Area by rescinding the ordinances adopted to approve the redevelopment plan and project for and designate the Prior TIF Area and to adopt tax increment allocation financing therefor; and

WHEREAS in order to arrest the decline of the territory included within the Prior TIF Area and surrounding the Prior TIF Area and to maximize the likelihood of successful redevelopment of the same the Village caused the preparation of an eligibility study and a redevelopment plan, gave notice of a public hearing, convened a joint review board, held a public hearing and approved a new redevelopment plan and project for and by ordinance adopted on November 10, 1997, designated a reconfigured redevelopment project area known as the Downtown Tax Increment Redevelopment Project Area (as previously defined, the *"Redevelopment Project Area"*); and

WHEREAS the Corporate Authorities approved said redevelopment plan and project (the *"TIF Plan"* and *"TIF Project"*), designated the Redevelopment Project Area, and adopted tax increment allocation financing therefor, all in accordance with the TIF Act (collectively, the *"TIF Proceedings"*); and

WHEREAS in order to assist in the restructuring of the debt service burden occasioned by the Refunded Bonds, including particularly, as to the Prior TIF Bonds, the debt service burden on the hereinafter defined Incremental Property Taxes, the Corporate Authorities have heretofore, and it hereby is, determined that it is advisable to undertake the Refunding; and

WHEREAS there are insufficient funds of the Village on hand and lawfully available to pay the costs of the Refunding; and

WHEREAS the Corporate Authorities do hereby determine that it is advisable and in the best interests of the Village to borrow not to exceed $1,900,000 at this time pursuant to the TIF Act as hereinafter defined for the purpose of paying the costs of the TIF Refunding and not to exceed $2,900,000 at this time pursuant to the home rule powers of the Village to pay the costs of the Corporate Purpose Refunding, and, in evidence of such borrowing, issue one or more series of its full faith and credit bonds in the total principal amount of not to exceed $4,800,000:

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 its home rule powers, as follows:

Section 1. Definitions. A. The following words and terms are as defined in the preambles hereto.

2001 Bonds

2001 Corporate Purpose Bonds

2001 TIF Bonds

Corporate Authorities

Corporate Purpose Refunding

Escrow Account

Escrow Agreement

Outstanding 2001 Bonds

Prior Corporate Purpose Bonds

Prior TIF Area

Prior TIF Bonds

Redevelopment Project Area

Refunded Bonds

Refunding

TIF Act

TIF Plan

TIF Proceedings

TIF Project

TIF Refunding

Village

B. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings, unless, in either case, the context or use clearly indicates another or different meaning is intended:

"2012A Bonds" means the General Obligation Refunding Bonds, Series 2012A, to be issued pursuant to this Ordinance, which bonds are secured in part by the Incremental Property Taxes.

"2012B Bonds" means the General Obligation Refunding Bonds, Series 2012B, to be issued pursuant to this Ordinance.

"Accounting" means the annual accounting of the TIF Fund conducted by the Treasurer as more particularly described in (Section 14 of) this Ordinance.

"Act" means the Illinois Municipal Code, as supplemented and amended, and particularly as supplemented and amended by the Local Government Debt Reform Act, as

amended, and the other Omnibus Bond Acts, as amended, and the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970. In the event of conflict between the provisions of said code and said act and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code and said act.

"*Additional Bonds*" means bonds, notes, or other obligations issued or to be issued pursuant to the TIF Act and secured, in whole or in part, by Incremental Property Taxes. Additional Bonds may be secured by, ratably and equally with any outstanding General Obligation Bonds, Series 2001, General Obligation Refunding Bonds, Series 2008A, and General Obligation Refunding Bonds, Series 2012A, the Incremental Property Taxes.

"*Bond*" or "*Bonds*" means one or more, of the General Obligation Refunding Bonds authorized to be issued in one or more Series by this Ordinance.

"*Bond Counsel*" means Chapman and Cutler LLP, presently located at 111 West Monroe Street, Chicago, Illinois, 60603.

"*Bond Fund*" means the Bond Fund established and defined in (Section 13 of) this Ordinance.

"*Bond Moneys*" means the Pledged Taxes and any other moneys deposited into the Bond Fund and investment income earned in the Bond Fund.

"*Bond Order*" means a written bond order and notification of sale setting forth certain details of a Series of Bonds as hereinafter provided.

"*Bond Register*" means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

"*Bond Registrar*" means the bank or financial institution, having fiduciary capacity, so designated in a Bond Order, or a successor thereto or a successor designated as Bond Registrar hereunder.

"*Bond Year*" means for any year the 12-calendar month period commencing on January 2 and ending on the subsequent January 1.

"*Book Entry Form*" means the form of Bonds in which they are delivered to a depository and held solely by a depository, or its nominee, as record owner, transfers of beneficial ownership for such Bonds being made by book entries in accordance with the procedures of such depository.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*County Clerks*" means the respective County Clerks of The Counties of Cook and Will, Illinois.

"*Debt Service Reserve Requirement*" means, with reference to the Bonds, an amount which is equal to $-0-.

"*Depository*" or "*DTC*" means The Depository Trust Company, New York, New York, or successor or assign duly qualified to clear securities through a book-entry system.

"*Designated Officers*" means the Mayor, Treasurer or Manager of the Village, or successors or assigns.

"*Escrow Agent*" means the escrow agent for the Refunding of the Refunded Bonds, so designated in a Bond Order and the Escrow Agreement.

"*Full Faith and Credit Taxes*" means the tax levy on the taxable property within the Village to pay principal of and interest on the Bonds as authorized in (Section 10 of) this Ordinance and as specifically set forth in Bond Order.

"*Incremental Property Taxes*" means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Redevelopment Project Area by any and all taxing districts having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable

lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the Initial Equalized Assessed Value of each such piece of property, all as determined by the County Clerk of The County of Cook, Illinois, in accord with Section 11-74.4-9 of the TIF Act, and specifically including any successor or replacement ad valorem, sales or other taxes imposed by the Village or the State.

"*Insurer*" means any issuer of a financial guaranty or municipal bond insurance policy for a Series of Bonds as identified in a Bond Order.

"*Interest Payment Date*" means a Stated Maturity of interest on Bonds.

"*Interest Requirement*" means, for any Bond Year, the aggregate amount of interest having a Stated Maturity during such Bond Year.

"*Ordinance*" means this Ordinance, numbered as set forth on the title page hereof, introduced by the Corporate Authorities on the 20th day of August, 2012, and passed by the Corporate Authorities on the 10th day of September, 2012.

"*Outstanding*" or "*outstanding*" means with respect to Bonds, as of the date of determination, all Bonds theretofore authenticated and delivered hereunder except: (i) Bonds theretofore paid and cancelled; (ii) Bonds (a) which have matured and for which moneys are on deposit with the Paying Agent, or are otherwise presently available, sufficient to pay all principal of and premium, if any, and interest thereon and (b) the provision for payment of which has been made by the Village in accordance with (Section 23 of) this Ordinance, and (iii) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Ordinance.

"*Paying Agent*" means the bank or financial institution, having fiduciary capacity, so designated in a Bond Order, or a successor designated as Paying Agent hereunder.

"*Pledged Taxes*" means, collectively, the Full Faith and Credit Taxes and, as additional security for the 2012A Bonds only, the Incremental Property Taxes.

"*Policy*" means a municipal bond new issue insurance policy for a Series of Bonds to be issued by an Insurer, if so designated in a Bond Order.

"*Principal Payment Date*" means a Stated Maturity of principal on Bonds.

"*Principal Requirement*" means, for any Bond Year, the aggregate principal amount of Bonds having a Stated Maturity during such Bond Year.

"*Prior Projects*" means those projects so defined in the "Private Business Use" definition herein.

"*Private Business Use*" means any use of any portion of the improvements financed by the Refunded Bonds (the "*Prior Projects*") by any person other than a state or local governmental unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of any portion of the Prior Projects on the same basis as the general public. "Private Business Use" includes any formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal entitlements to any portion of the Prior Projects that is available for use by the general public or that conveys to any person other than a state or local governmental unit any special economic benefit with respect to any portion of the Prior Projects that is not available for use by the general public.

"*Purchase Price*" means, for any Series of Bonds, the price to be paid by the Purchaser as the price for such Series of Bonds, *provided, however,* that a Purchase Price shall not be less than ninety-eight percent (98.00%) of par (without regard to original issue discount, if any), plus accrued interest to date of delivery, if any.

"*Purchaser*" means Robert W. Baird & Co. Incorporated, Naperville, Illinois.

"*Qualified Investments*" means any investments lawful for the Village under the laws of the State.

"*Record Date*" means the 15th day of the month next preceding any regularly scheduled interest payment date and 15 days prior to any interest payment date occasioned by a redemption of Bonds on other than a regularly scheduled interest payment date.

"*Representation Letter*" means such written letter or agreement by and between the Village and the Depository as shall be necessary to effectuate a book-entry only system for the Bonds.

"*Series*" means a separate series of Bonds issued pursuant to this Ordinance.

"*State*" means the State of Illinois.

"*Stated Maturity*" means, when used with respect to any Bond or any interest thereon, the date specified in such Bond as the fixed date on which the principal of such Bond or such interest is due and payable.

"*Tax-exempt*" means, with respect to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes and as not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but as taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

"*Tax Year*" means the year for which an ad valorem tax levy is made by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area. The 2012 Tax Year shall be that year during which ad valorem

taxes levied for the year 2012 (collectible in the year 2013) are extended and collected, and so on.

"Term Bonds" means Bonds which are subject to mandatory redemption prior to maturity by operation of the Bond Fund, as hereinafter provided.

"TIF Fund" means the 1997 Downtown Tax Increment Redevelopment Project Area Special Tax Allocation Fund heretofore established for the Redevelopment Project Area by the Corporate Authorities on November 10, 1997.

"Total Initial Equalized Assessed Value" means the total initial equalized assessed value of the taxable real property in the Redevelopment Project Area as certified by the County Clerk of The County of Cook, Illinois, pursuant to the TIF Act.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

Section 3. Determination To Issue Bonds. It is necessary and in the best interests of the Village to provide for the Refunding, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purposes. It is hereby found and determined that such borrowing of money (i) is necessary for the welfare of the government and affairs of the Village, (ii) is for a proper public purpose or purposes and is in the public interest, and (iii) is authorized pursuant to the Act, and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. A. GENERALLY APPLICABLE PROVISIONS. For the purpose of providing for the payment of the costs of the Refunding and to pay all related costs and expenses incidental thereto, there shall be issued and sold one or more Series of Bonds in the total aggregate principal amount of not to exceed $4,800,000. Each Series of Bonds shall be in

fully registered form, be designated "General Obligation Refunding Bonds, Series 20__," as shall be specified in the relevant Bond Order, be dated such date, not earlier than October 1, 2012, or later than April 1, 2013, as shall be set forth in the relevant Bond Order (any such date being a "*Dated Date*"), and shall also bear the date of authentication thereof. The Bonds shall be in denominations of $5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar and shall become due and payable (subject to the right of prior redemption as hereinafter provided) on January 1 of the years and in the amounts and bearing interest at the rates percent per annum as shall be set out in the respective Bond Order, *provided,* that no Bond shall mature on a date which is later than the respective dates as hereinafter provided in this Section or bear interest at a rate percent which is in excess of the respective maximum rates as hereinafter provided in this Section.

Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on January 1 and July 1 of each year, commencing on January 1, 2013, or on July 1, 2013 (or on such other date or dates as shall be provided in the relevant Bond Order). Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date or as otherwise agreed to by the Village and the Depository for as long as the Bonds remain in Book Entry Form as hereinafter provided. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at

the office maintained for the purpose by the Paying Agent, or at successor Paying Agent and locality.

B. SERIES 2012A BONDS. To pay the costs of refunding the Prior TIF Bonds, there shall be issued one Series of 2012A Bonds in not to exceed the aggregate principal amount of $1,900,000, *provided* that the maximum principal amount having a Stated Maturity in any one year shall not exceed $350,000. No 2012A Bond shall bear interest at a rate percent per annum in excess of six percent (6.00%) or mature on a date which is later than January 1, 2020.

C. SERIES 2012B BONDS. To pay the costs of refunding the Prior Corporate Purpose Bonds, there shall be issued one Series of 2012B Bonds in not to exceed the aggregate principal amount of $2,900,000, *provided* that the maximum principal amount having a Stated Maturity in any one year shall not exceed $355,000. No 2012B Bond shall bear interest at a rate percent per annum in excess of six percent (6.00%) or mature on a date which is later than January 1, 2025.

Section 5. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of

authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6. Redemption. A. MANDATORY REDEMPTION. The Bonds maturing on the date or dates, if any, indicated in a Bond Order shall be Term Bonds and be subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date for the Bonds on January 1 of the years, if any, and in the principal amounts, if any, as indicated in such Bond Order.

The principal amounts of Term Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Village may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Village shall, purchase Term Bonds required to be retired on such mandatory redemption date. Any such Term Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

B. OPTIONAL REDEMPTION. If so provided in a Bond Order, any of the Bonds shall be subject to redemption prior to maturity at the option of the Village, from any available moneys, in whole or in part, and if in part in such principal amounts and from such maturities as the Village shall determine and within any maturity by lot, on the dates and at the redemption prices as shall be set out in such Bond Order, *provided, however,* that the first optional redemption date

for such Bonds shall not be later than 10 1/2 years from the date such Bonds are issued and *further provided* that no Bond may be callable for redemption at a redemption price in excess of 103% of principal amount redeemed, plus accrued interest to the date fixed for redemption.

Section 7. Redemption Procedure. The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.

1. *Redemption Notice.* For a mandatory redemption of Term Bonds, the Bond Registrar shall proceed to redeem the Term Bonds without any further order or direction from the Village whatsoever. For an optional redemption, the Village shall, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount and maturities of Bonds to be redeemed.

2. *Selection of Bonds within a Maturity.* For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any $5,000 Bond or $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 Bond or $5,000 portion. The Bond Registrar shall make such selection (1) upon or prior to the time of the giving of official notice of redemption, or (2) in the event of a refunding or defeasance, upon advice from the Village that certain Bonds have been refunded or defeased and are no longer Outstanding as defined.

3. *Official Notice of Redemption.* The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in

the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

(a) the redemption date;

(b) the redemption price;

(c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office designated for that purpose of the Bond Registrar.

4. *Conditional Redemption.* Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior

to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

5. *Bonds Shall Become Due.* Official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, subject to the stated condition in paragraph (D) immediately preceding, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

6. *Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver.* Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the

equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. *In lieu of the foregoing official notice, so long as the Bonds are held in book entry form, notice may be given as provided in the Representation Letter, and the giving of such notice shall constitute a waiver by DTC and the book entry owner, as registered owner, of the foregoing notice. After giving proper notification of redemption to the Bond Registrar, as applicable, the Village shall not be liable for any failure to give or defect in notice.*

7. *New Bond in Amount Not Redeemed.* Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of Authorized Denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

8. *Effect of Nonpayment upon Redemption.* If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall become due and payable on demand, as aforesaid, but, until paid or duly provided for, shall continue to bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

9. *Bonds to Be Cancelled; Payment to Identify Bonds.* All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

10. *Additional Notice.* The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village (unless a separate agreement shall be made), (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

11. *Bond Registrar to Advise Village.* As part of its duties hereunder, the Bond Registrar shall prepare and forward to the Village a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

Section 8. Book Entry Only System; Registration and Exchange or Transfer of Bonds; Persons Treated as Owners. (A) BOOK-ENTRY ONLY SYSTEM. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each maturity. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register therefor in the name of CEDE & Co., or any successor thereto, as nominee of the Depository. All of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of CEDE & Co., as nominee of the Depository. The Treasurer is hereby authorized to execute and deliver on behalf of the Village a Representation Letter. Without limiting the generality of the

authority given to the Treasurer with respect to entering into such Representation Letter, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interest therein, (c) redemption notices or procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of CEDE & Co., as nominee of the Depository and except as otherwise herein provided, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institutions for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a *"Depository Participant"*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, CEDE & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, or any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds.

No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of CEDE & Co., and subject to the provisions hereof with respect to the

payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "CEDE & Co." in this Ordinance shall refer to such new nominee of the Depository.

In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the agreement among the Village, the Bond Registrar and the Depository evidenced by the Representation Letter shall be terminated for any reason, or (c) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify the Depository and the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of CEDE & Co., as nominee of the Depository. The Village may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of CEDE & Co., as nominee of the Depository, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

In the event that the Bonds ever become generally registrable, as aforesaid, the Treasurer may, in his or her discretion at such time, designate a bank with trust powers or trust company, duly authorized to do business as a bond registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event that the Treasurer shall determine it to be advisable.

Notice shall be given to the registered owners of any such designation in the same manner, as near as may be practicable, as for a notice of redemption of Bonds, and as if the date of such successor taking up its duties were the redemption date.

(B) REGISTRATION. The Village shall cause the Bond Register to be kept at the office maintained for the purpose by the Bond Registrar. The Village is authorized to prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office maintained for the purpose by the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any

Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No registered owner shall be charged a service charge for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 9. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[Form of Bond - Front Side]

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF COOK AND WILL
VILLAGE OF PARK FOREST
GENERAL OBLIGATION REFUNDING BOND, SERIES 2012_

See Reverse Side for
Additional Provisions.

Interest Rate: ____%	Maturity Date: January 1, _____	Dated Date: _____ __, 20__	CUSIP: _____

Registered Owner:

Principal Amount: DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Park Forest, Cook and Will Counties, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the *"Village"*), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on January l and July 1 of each year, commencing _____, 20__, until said Principal Amount is paid or duly provided for, except as the hereinafter stated provisions for redemption may and shall become applicable hereto. The principal of on this Bond is payable in lawful money of the United States of America upon presentation hereof at the office maintained for the purpose by _____, _____, Illinois, as paying agent (the *"Paying Agent"*). Payment of interest shall be made to the

Registered Owner hereof as shown on the registration books of the Village maintained by _____, _____, Illinois, as bond registrar (the *"Bond Registrar"*), at the close of business on the applicable Record Date (the *"Record Date"*). The Record Date shall be the 15th day of the month next preceding any regularly scheduled interest payment date and 15 days prior to any interest payment date occasioned by a redemption of Bonds on other than a regularly scheduled interest payment date. Interest shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed with the Depository for so long as this Bond shall remain in book-entry only form.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village of Park Forest, Cook and Will Counties, Illinois, by its Mayor and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

_____
Mayor, Village of Park Forest
Cook and Will Counties, Illinois

ATTEST:

_____
Village Clerk, Village of Park Forest
Cook and Will Counties, Illinois

[SEAL]

Date of Authentication: _____, ____

CERTIFICATE
OF
AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Refunding Bonds, Series 2012_, having a Dated Date of _____ __, 20__, of the Village of Park Forest, Cook and Will Counties, Illinois.

_____,
as Bond Registrar

By_____
Authorized Officer

Bond Registrar and Paying Agent:
_____,
_____, Illinois

[Form of Bond - Reverse Side]

This bond is one of a series of bonds (the *"Bonds"*) in the aggregate principal amount of not to exceed $__,___,000 issued by the Village for the purpose of paying the costs of the Refunding and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds as adopted by the Mayor and Board of Trustees of the Village on September 10, 2012 (as supplemented by the Bond Order executed in connection with the sale of the Bonds, the *"Ordinance"*), pursuant to and in all respects in compliance with the applicable provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois and Divisions 4 of Article 8 and 74.4 of Article 11 of the Illinois Municipal Code, as supplemented and amended, and specifically as supplemented by the Omnibus Bond Acts, as amended (collectively, the *"Act"*), and with the Ordinance, which has been duly passed by the Mayor and Board of Trustees, signed by the Mayor, and published, in all respects as by law required. The principal of and interest on the Bonds are payable from unlimited ad valorem taxes duly levied by the Village on all of the taxable real property in the Village (the *"Full Faith and Credit Taxes"*). [The Bonds are further secured by, ratably and equally with any outstanding General Obligation Bonds, Series 2001, and General Obligation Refunding Bonds, Series 2008A, of the Village (i) the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Downtown Tax Increment Redevelopment Project Area heretofore established by the Village (the *"Redevelopment Project Area"*) by any and all taxing districts having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the Initial Equalized Assessed Value of each such piece of property, all as determined by the County

Clerk of The County of Cook, Illinois, in accord with Section 11-74.4-9 of the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the *"TIF Act"*), and specifically including any successor or replacement ad valorem, sales or other taxes imposed by the Village or the State (the *"Incremental Property Taxes"*), and (ii) funds on deposit in and to the credit of the special tax allocation fund heretofore created by the Village in connection with its designation of the Redevelopment Project Area, all as more fully provided in the Ordinance. The Full Faith and Credit Taxes and the Incremental Property Taxes are hereinafter collectively referred to as the *"Pledged Taxes"*.]

For the prompt payment of this Bond, both principal and interest, as aforesaid, at maturity, the Full Faith and Credit Taxes, including the full faith and credit of the Village [and the Incremental Property Taxes additionally,] are hereby irrevocably pledged. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE WITHIN ANY CONSTITUTIONAL OR STATUTORY LIMITATION. [THE BONDS ARE SPECIFICALLY ISSUED, AND THE TIF REFUNDING IS SPECIFICALLY UNDERTAKEN, PURSUANT TO AND IN ACCORDANCE WITH AND IN RELIANCE UPON THE PROVISIONS OF THE TIF ACT.]

[The Bonds coming due on January 1, 20__, are term bonds and are subject to mandatory redemption prior to maturity in the amounts and on the dates as provided in the Ordinance. The Bonds are also subject to redemption prior to maturity on January 1, 20__, or any date thereafter, at a redemption price of par plus accrued interest and upon the terms and as otherwise provided in the Ordinance.]

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. Upon surrender for transfer or exchange of this Bond at the office maintained for the purpose by the Bond Registrar in _____, Illinois, duly endorsed by or accompanied by a written instrument or instruments

of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the Registered Owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Village, the Bond Registrar and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Village, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

THIS BOND IS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

INSURANCE LEGEND

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

_____

_____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

_____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Tax Levy; Security for Bonds; Abatement of Full Faith and Credit Taxes. (a) *Tax Levy.* For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there are hereby levied on all of the taxable property in the Village, in addition to all other taxes, the direct annual taxes in the amounts and for the year as shall be provided in the relevant Bond Order (the *"Full Faith and Credit Taxes"*), *provided, however,* that the Full Faith and Credit Taxes levied for any one Tax Year shall not exceed (A) for the Series 2012A Bonds, the sum of $350,000, and (B) for the Series 2012B Bonds shall not exceed the sum of $355,000.

Interest or principal coming due at any time when there are insufficient funds on hand from the Full Faith and Credit Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Full Faith and Credit Taxes herein levied; and when the Full Faith and Credit Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the Purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which action or failure to act in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the Full Faith and Credit Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

(b) *Security.* The Village hereby irrevocably pledges the Full Faith and Credit Taxes to the payment of the Bonds. The Bonds, together with the interest thereon, are payable from collections of the Full Faith and Credit Taxes and the amounts on deposit in the various funds and accounts as provided herein, and are secured by the full faith, credit and resources of the Village and the Village's power to levy the Full Faith and Credit Taxes pursuant to the Act. The Village hereby further irrevocably pledges the Incremental Property Taxes to the payment of the debt service on the 2012A Bonds, it being hereby expressly covenanted and warranted that no portion of said Incremental Property Taxes will be used by the Village to pay any costs other than as authorized by and provided in the TIF Act or to abate any portion of the Full Faith and Credit Taxes not levied to pay the principal of and interest on the 2012A Bonds.

(c) *Abatement of Full Faith and Credit Taxes.* Whenever and only when other funds from any lawful source, including, specifically for the 2012A Bonds, the Incremental Property Taxes, are made available for the purpose of paying any principal of or interest on the Bonds, so as to enable the abatement of the Full Faith and Credit Taxes levied herein for the payment of same, the Corporate Authorities shall, by proper proceedings, direct the deposit of such funds into the Bond Fund and further shall direct the abatement of the Full Faith and Credit Taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating the Full Faith and Credit Taxes may then be filed with the County Clerks in a timely manner to effect such abatement. It is hereby expressly found and determined that a portion of the Refunded Bonds was issued to refund bonds theretofore issued in accordance with the provisions of the TIF Act and that Incremental Property Taxes may therefore lawfully and properly be used by the Village to effect such abatement of that portion of the Full Faith and Credit Taxes levied for the payment of Bonds issued to pay the costs of the TIF Refunding.

Section 11. Filing with County Clerks. Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the Village Clerk of the Village, shall be filed with the County Clerks; and said County Clerks shall in and for each of the years as provided in the Bond Order ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied in each of said years; and said County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and in said years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 12. Sale of Bonds. The Designated Officers are hereby authorized to proceed, without any further authorization or direction whatsoever from the Corporate Authorities to sell and deliver the Bonds, in one or more Series, upon the terms as prescribed in this Section, pursuant to one or more Bond Orders. Each Series of Bonds shall be sold and delivered to the Purchasers at the Purchase Price. Such sale shall be made upon the advice (in the form of a written certificate or report) of the Purchasers, that the net interest cost rate on such series of Bonds, calculated in accordance with customary market practice, does not exceed five percent (5.00%) and that the terms of the Bonds are fair and reasonable in view of current conditions in the bond markets. Nothing in this Section shall require the Designated Officers to sell any of the Bonds if in their judgment, aided by the Purchasers, the conditions in the bond markets shall have deteriorated from the time of adoption thereof or the sale of all or any portion of the Bonds shall for some other reason not be deemed advisable, but the Designated Officers shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met. As a further exercise of this authority, the Designated Officers may sell the Bonds in any number of Series; and, in such event, shall be

authorized to change the name of the Bonds for each such Series so that such series may properly be identified separately. Further, in such event, the provisions for registration, redemption and exchange of Bonds shall be read as applying to Bonds only of each Series, respectively, and not as between Series. Upon the sale of the Bonds or any Series of the Bonds, the Designated Officers and any other officers of the Village as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the Bond Order, Preliminary Official Statement, Official Statement, Bond Purchase Contract (as hereinafter defined), a tax exemption certificate and agreement as prepared by Bond Counsel (a *"Tax Certificate"*), and closing documents. The Designated Officers must find and determine in each Bond Order that no person holding any office of the Village either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in said Bond Purchase Contract with the Purchasers for the purchase of the relevant Series of Bonds. The distribution of the Preliminary Official Statement relating to the Bonds is hereby in all respects authorized and approved, and the proposed use by the Purchasers of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is hereby approved. The Designated Officers shall execute a bond purchase contract for the sale of the Bonds to the Purchasers (the *"Bond Purchase Contract"*) in the form approved by the attorney for the Village. Upon the sale of any Series of Bonds, the Designated Officers shall prepare a related Bond Order, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the Village and made available to the Corporate Authorities at the next public meeting thereof. The Designated Officers shall also file with the County Clerks the Bond Order or like document including a statement of taxes. The authority granted in this

Ordinance to the Designated Officers to sell Bonds as provided herein shall commence on October 1, 2012, and shall expire on April 1, 2013.

The Designated Officers are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, said final Official Statement, the Tax Certificate and the Bonds.

Section 13. Creation of Funds and Appropriations.

A. There is hereby created the *"General Obligation Refunding Bonds, Series 2012, Bond Fund,"* (the *"Bond Fund"*), which shall be the fund for the payment of principal of and interest on the Bonds. The Paying Agent is hereby expressly authorized to create a separate account within the Bond Fund for each Series of Bonds as necessary.

B. Subject to the hereinafter stated provisions of Subparagraph D of this Section, accrued interest and premium, if any, received upon the sale of the Bonds, shall be deposited into the Bond Fund. The Full Faith and Credit Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to such Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Full Faith and Credit Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. The Village hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Full Faith and Credit Taxes for the sole benefit of the registered owners of the Bonds, subject to the reserved

right of the Corporate Authorities to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the Village, as described in the preceding sentence.

C. The amount necessary from the proceeds of the Bonds shall be deposited into a separate fund, hereby created, designated the *"Expense Fund"* to be used to pay expenses of issuance of the Bonds. Disbursements from such fund shall be made by the Purchaser upon the delivery of the Bonds or shall thereafter be made by the Treasurer from time to time as necessary with no further official action of the Corporate Authorities. Any amounts remaining in the Expense Fund six months after the delivery of the Bonds shall be transferred to the Bond Fund and used to pay first interest coming due on the Bonds.

D. The sum of the remaining principal proceeds of the Bonds and the portion of accrued interest thereon as is necessary, together with such money in the debt service funds for the Refunded Bonds as may be advisable for the purpose, shall be used to provide for the Refunding, including payment of such expenses as may be designated, pursuant to the provisions of one or more Escrow Agreements with such Escrow Agent or Escrow Agents as shall be designated, all in accordance with the provisions of an Escrow Agreement, substantially in the customary form as provided by Bond Counsel, approved by the Village attorney and heretofore entered into by the Village in connection with refunding bond transactions and hereby approved; the officers appearing signatory to each such Escrow Agreement are hereby authorized and directed to execute same, their execution to constitute conclusive proof of action in accordance with this Ordinance, and approval of all completions or revisions necessary or appropriate to effect the Refunding.

Section 14. Special Tax Allocation Fund and Accounts. There is hereby continued the heretofore created special fund of the Village, to be held by the Village except as hereinafter expressly provided, which fund shall be held separate and apart from all other funds and

accounts of the Village and shall be known as the *"1997 Downtown Tax Increment Redevelopment Project Area Special Tax Allocation Fund"* (the *"TIF Fund"*). All of the Incremental Property Taxes and any other revenues, from any source whatsoever, designated to pay principal of, interest on and premium, if any, on the 2012A Bonds shall be set aside as collected and be remitted by the Treasurer for deposit in the TIF Fund, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance. The 2012A Bonds are secured, ratably and equally with any outstanding General Obligation Bonds, Series 2001, and General Obligation Refunding Bonds, Series 2008A, of the Village, by a pledge of all of the moneys on deposit in the TIF Fund, and such pledge is irrevocable until the obligations of the Village are discharged under this Ordinance.

As provided in the Act, the Incremental Property Taxes are to be paid to the Treasurer by the officers who collect or receive the Incremental Property Taxes. Whenever the Treasurer receives any of the Incremental Property Taxes, he or she shall promptly deposit into the TIF Fund. The moneys on deposit in the TIF Fund shall be used by the Village and the Paying Agent solely and only for the purpose of carrying out the terms and conditions of this Ordinance as permitted under the TIF Act and shall be deposited as hereinafter provided to the separate accounts hereby created within the TIF Fund to be known as the *"Principal and Interest Account"*, the *"Reserve and Redemption Account"*, and the *"General Account"*. As moneys are deposited by the Treasurer into the TIF Fund, without any further official action or direction he or she shall credit to and deposit the same in the following accounts, in the order in which hereinafter mentioned, as follows:

(a) *The Principal and Interest Account.* The Treasurer shall credit to and immediately transfer into the Principal and Interest Account all of the Incremental Property Taxes. Not later than ten days prior to each Principal Payment Date on the Bonds, the Treasurer shall conduct an accounting (an *"Accounting"*) to determine (the

amount of Pledged Taxes necessary to pay the Principal Requirement and the Interest Requirement of the 2012A Bonds for the next succeeding Bond Year. Each Accounting shall set forth the aggregate amount of Incremental Property Taxes collected in the current Tax Year and deposited to date by the Treasurer into the Principal and Interest Account. Each Accounting shall be promptly memorialized in writing and transmitted to the Corporate Authorities to enable the abatement of a portion of the Full Faith and Credit Taxes as hereinabove provided.

If an Accounting demonstrates that there are funds in the Principal and Interest Account in excess of the amount necessary to pay such Principal Requirement and such Interest Requirement the Treasurer shall first transfer such excess funds to the Reserve and Redemption Account described below. Except as hereinafter provided, moneys to the credit of the Principal and Interest Account shall be used solely and only for the purpose of paying principal of and interest and applicable premium on the 2012A Bonds as the same become due at Stated Maturity or upon mandatory redemption.

(b) *The Reserve and Redemption Account*. The Treasurer shall next determine the balance to the credit of and on deposit in the Reserve and Redemption Account. Until such credit balance is equal to the Debt Service Reserve Requirement, the Treasurer shall next credit the balance of the Incremental Property Taxes to the Reserve and Redemption Account until such credit balance equals the Debt Service Reserve Requirement. Thereafter, no such payments shall be made into said Account except that when any money is paid out of said Account annual payments of Incremental Property Taxes shall be resumed and continued until said Account has been restored to an aggregate amount equal to the Debt Service Reserve Requirement. Moneys on deposit in the Reserve and Redemption Account shall be transferred by the Treasurer, without further order or direction of the Corporate Authorities, to the Principal and Interest Account as may be necessary from time to time to prevent or remedy a default in the payment of interest or premium, if any, on or principal of the Outstanding 2012A Bonds. Whenever such a transfer is made to prevent or remedy a default, the Treasurer shall promptly give written notice thereof to the Corporate Authorities.

Moneys on deposit in said Account may be used to pay principal of and interest and premium, if any, on the Outstanding 2012A Bonds on the last Stated Maturity thereof.

Whenever the Treasurer has credited to and deposited in the Reserve and Redemption Account an amount of Pledged Taxes sufficient to meet the Debt Service Reserve Requirement, the Treasurer shall then transfer remaining Incremental Property Taxes to the credit of the TIF Fund into the following account.

(c) *The General Account*. All moneys remaining in the TIF Fund, after crediting the required amounts to the respective accounts hereinabove provided for, shall be transferred by the Treasurer for credit to the General Account. At any time and from time to time as necessary the Treasurer shall transfer any moneys on deposit in the General Account to the TIF Fund in order to remedy any deficiencies in any prior accounts in the TIF Fund. Except as hereinbefore provided in this subsection (c), moneys

on deposit in the General Account shall be used first to remedy any such deficiency and then for one or more of the following purposes, without any priority among them:

(i) for the purpose of paying any costs of the TIF Project; or

(ii) for the purpose of redeeming the 2012A Bonds, if any, of the Outstanding Bonds; or

(iii) for the purpose of purchasing the 2012A Bonds, if any, of the Outstanding Bonds at a price not in excess of par and accrued interest and applicable redemption premium to the date of purchase; or

(iv) for the purpose of creating such additional reserves as the Treasurer may determine to be reasonably necessary, without further action of the Corporate Authorities; or

(v) for the purpose of reimbursing the Village for any transfers of general corporate funds of the Village to the TIF Fund; or

(vi) for the purpose of distributing such funds to the taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area in accordance with the TIF Act; or

(vii) for any other purpose set forth in the Downtown Tax Increment Redevelopment Plan heretofore approved by the Corporate Authorities for the Project and as may be authorized under the TIF Act.

(d) *The Rebate Account*. There is hereby created a separate and special account within the TIF Fund known as the "*2012 Rebate Account,*" into which there shall be deposited as directed by the Village and as necessary investment earnings in the Principal and Interest Account and the Reserve and Redemption Account to the extent required so as to maintain the tax-exempt status of interest on any Bonds. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from the Rebate Account.

(e) *Investments*. The moneys on deposit in the TIF Fund and the various accounts therein may be invested from time to time in Qualified Investments. Any such investments may be sold from time to time as moneys may be needed for the purposes for which the TIF Fund and such accounts have been created. In addition, the Treasurer shall (with or without direction from the Corporate Authorities) sell such investments when necessary to remedy any deficiency in the TIF Fund and such accounts. Any earnings or losses on such investments in the Reserve and Redemption Account shall ***first*** be attributed as directed by the Village to the 2012 Rebate Account to the extent required, ***second,*** be retained in the Reserve and Redemption Account so long as the credit balance in said Account is less than the Debt Service Reserve Requirement, and

finally, be transferred to the TIF Fund. All other investment earnings shall be attributed to the fund or account for which the investment was made.

(f) *Application of Excess in Certain Accounts*. As of any Accounting, the amount of money on deposit in and to the credit of the Principal and Interest Account or the Reserve and Redemption Account which is in excess of the then current Principal Requirement, Interest Requirement or the Debt Service Reserve Requirement, respectively, shall be transferred by the Treasurer to the TIF Fund.

Section 15. General Covenants. The Village covenants and agrees with the Purchasers and with the registered owners of the Bonds that so long as any Bonds remain outstanding and unpaid:

(a) The Village will punctually pay or cause to be paid from the TIF Fund the principal of, interest on and premium, if any, to become due in respect of the 2012A Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

(b) The Village will pay and discharge, or cause to be paid and discharged, from the TIF Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Incremental Property Taxes, or any part thereof, or upon any funds in the hands of the Treasurer, or which might impair the security of the 2012A Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

(c) The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Project and to the Incremental Property Taxes. Such books of record and accounts shall at all times during business hours be subject to the inspection of the holders of not less than ten per cent (10%) of the aggregate principal amount of the 2012A Bonds then outstanding, or their representatives authorized in writing.

For so long as may be required under the TIF Act, the Village will prepare or cause the preparation of complete financial statements with respect to the preceding fiscal year showing the Incremental Property Taxes received, all disbursements from the funds and accounts created by this Ordinance and the financial condition of the TIF Project, including the balances in all funds and accounts relating to the 2012A Bonds and the Redevelopment Project Area as of the end of such fiscal year, which statements shall be accompanied by a certificate or opinion in writing of an independent certified public accountant.

(d) The Village will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the Village, the Bonds shall be incontestable by the Village.

(e) The Village will continue to implement the TIF Project with all practicable dispatch in accord with its stated objectives and purposes in conformity with the Redevelopment Plan heretofore approved by the Corporate Authorities for the Redevelopment Project Area and with the Act.

(f) The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

(g) So long as any Bonds remain outstanding, the Village will take no action, nor will the Village omit to take any action, which act or omission will in any way adversely affect the ability of the Village to collect the Pledged Taxes, and the Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes will be collected and deposited in the funds and accounts as herein provided.

(h) The Village has disclosed and will disclose to Bond Counsel the terms of all redevelopment agreements entered into by the Village and relating to the Project and the Redevelopment Project Area.

Section 16. Not Private Activity Bonds. None of the Bonds is a *"private activity bond"* as defined in Section 141(a) of the Code. In support of such conclusion, the Village certifies, represents and covenants as follows:

A. No direct or indirect payments are to be made on any Bond, or were made on any Refunded Bond or any obligation refunded with the proceeds of the Refunded Bonds, with respect to any Private Business Use by any person other than a state or local governmental unit.

B. None of the proceeds of the Bonds is to be used, and none of the proceeds of the Refunded Bonds or of any obligations refunded with the proceeds of the Refunded

Bonds was used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

C. The Village will disclose the terms and conditions of all agreements relating to the use by any nongovernmental person of any property financed with the proceeds of the Bonds, the Refunded Bonds, or any obligations refunded with the proceeds of the Refunded Bonds, so as to assure the tax-exempt status of the Bonds and the Refunded Bonds.

Section 17. General Arbitrage Covenants. The Village certifies and covenants with the Purchasers and registered owners of the Bonds from time to time outstanding that moneys on deposit in any fund or account in connection with such Bonds, whether or not such moneys were derived from the proceeds of the sale of such Bonds or from any other source, will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

Section 18. Registered Form. The Village recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain tax-exempt. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 19. Further Tax Covenant; Designation of Issue. (a) *Covenants.* The Village agrees to comply with all provisions of the Code which, if not complied with by the Village, would cause the Bonds not to be tax-exempt. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances

contained in certificates or agreements as may be prepared by Bond Counsel; (c) to consult with Bond Counsel and to comply with such advice as may be given; (d) to file such forms, statements and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Village in such compliance.

(b) Designation of Issue. Each Bond is hereby designated as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code. In connection therewith the Village hereby affirms that: (i) none of such Bonds will be at any time a "private activity bond" (as defined in Section 141 of the Code); (ii) in calendar year 2012, the Village has not issued any Tax-exempt obligations of any kind nor have any other Tax-exempt obligations of any kind been issued on behalf of the Village; (iii) during calendar year 2012, the Village will not issue or cause to have issued on behalf of the Village more than $10,000,000 of Tax-exempt obligations, including the Bonds; (iv) not more than $10,000,000 of obligations of any kind (including the Bonds) issued by or on behalf of the Village during calendar year 2012 will be designated for purposes of Section 265(b)(3) of the Code; and (v) the Village is not subject to control by any entity, and there are no entities subject to control by the Village.

Section 20. Opinion of Counsel Exception. The Village reserves the right to use or invest moneys in connection with the Bonds in any manner, notwithstanding the tax-related covenants set forth in (Sections 16 through 19 of) this Ordinance, provided it shall first have received an opinion from Bond Counsel to the effect that use or investment of such moneys as contemplated is valid and proper under applicable law and this Ordinance and, further, will not adversely affect the Tax-exempt status of the Bonds.

Section 21. Rights and Duties of Bond Registrar and Paying Agent. If requested by the Bond Registrar or the Paying Agent, or both, any officer of the Village is authorized to execute

standard forms of agreements between the Village and the Bond Registrar or Paying Agent with respect to the obligations and duties of the Bond Registrar or Paying Agent hereunder. In addition to the terms of such agreements and subject to modification thereby, the Bond Registrar and Paying Agent by acceptance of duties hereunder agree:

(a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein;

(b) as to the Bond Registrar, to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law;

(c) as to the Bond Registrar, to cancel and/or destroy Bonds which have been paid at maturity or upon redemption or submitted for exchange or transfer;

(d) as to the Bond Registrar, to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(e) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds; and

(f) to perform its duties with respect to the Policy as incorporated herein.

The Village Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the Bond Registrar and the Paying Agent.

Section 22. Taxes Previously Levied. The taxes previously levied for the years 2012 and thereafter to pay principal of and interest on the Refunded Bonds, to the extent such principal and interest is provided for from the proceeds of the Bonds or from the Escrow Account under the Escrow Agreement as hereinabove described, shall be abated. Taxes levied for the year 2011 (collectible in 2012) shall be used in the Escrow Account to effectuate the Refunding or shall be deposited into the Bond Fund and used to pay first interest coming due on

the Bonds. The filing by any Designated Officer of a certificate of abatement with the County Clerks shall constitute authority and direction for said County Clerks to make such abatement.

Section 23. Defeasance. Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Paying Agent to pay all principal and interest due thereon, or (c) for which sufficient U.S. funds and direct U.S. Treasury obligations have been deposited with the Paying Agent or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys or Pledged Taxes hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the tax-exempt status of the Bonds; payment, registration, transfer, and exchange; and with respect to the Bond Insurer, are expressly continued for all Bonds whether Outstanding Bonds or not.

Section 24. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 25. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

Section 26. Insurance. In the event the Village or the Purchaser obtains a municipal bond or financial guaranty insurance policy for any of the Bonds, the commitment for such insurance shall be attached to the relevant Bond Order and shall also be attached hereto as *Exhibit A* and shall also be fully incorporated herein by this reference as if set out at this Section

in full. The Designated Officers are further expressly authorized to execute any such commitment on behalf of the Village without further official action of the Mayor and Board of Trustees. It is hereby expressly covenanted and agreed that notwithstanding any provision of this Ordinance to the contrary, in the event of any conflict between any provision of this Ordinance and such commitment, the commitment, as incorporated herein, shall control.

Section 27. Additional Bonds. The Village hereby expressly reserves the right to issue Additional Bonds without limit.

Section 28. Continuing Disclosure Undertaking. Any Designated Officer is hereby authorized to execute and deliver one or more Continuing Disclosure Undertakings, in substantially the form provided by Bond Counsel and as heretofore entered into by the Village for its previous financings, to effect compliance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. When such Continuing Disclosure Undertaking is executed and delivered on behalf of the Village, it will be binding on the Village and the officers, agents, and employees of the Village, and the same are hereby authorized and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed and delivered. Notwithstanding any other provisions hereof, the sole remedies for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause to the Village to comply with its obligations thereunder.

AYES: _____

_____

NAYS: _____

ABSENT: _____

ADOPTED: September 10, 2012

WITNESS: September 10, 2012

_____
Mayor, Village of Park Forest
Cook and Will Counties, Illinois

Recorded In Village Records: September 10, 2012.

Published in pamphlet form by authority of the Corporate Authorities at _____ __.m. on _____, 2012.

ATTEST:

_____
Village Clerk, Village of Park Forest
Cook and Will Counties, Illinois

EXHIBIT A

COMMITMENT, IF ANY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND ORDINANCE - ADOPTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Park Forest, Cook and Will Counties, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the Mayor and Board of Trustees (the "*Corporate Authorities*") thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 10th day of September, 2012, insofar as the same relates to the adoption of an ordinance, numbered _____, entitled:

> AN ORDINANCE providing for the issuance of one or more series of General Obligation Refunding Bonds of the Village of Park Forest, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders and escrow agreements in connection therewith, and providing for the levy and collection of a direct annual tax and the pledge of certain incremental tax revenues for the payment of the principal of and interest on certain of said bonds.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting was posted on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities and not less than 48 hours in advance of holding said meeting at the location where said meeting was held and at the principal office of the Corporate Authorities; that said agenda remained continuously posted until said meeting; that said agenda contained or made specific reference to said ordinance; that a true, correct and complete copy of said agenda as so posted is attached hereto; and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code, except as validly superseded by the home rule authorities of the Village, and with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village this 10th day of September, 2012.

_____

Village Clerk

[SEAL] **VILLAGE CLERK TO ATTACH AGENDA**

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Park Forest, Cook and Will Counties, Illinois (the *"Village"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the Mayor and Board of Trustees (the *"Corporate Authorities"*) thereof.

I do further certify that at _____ __.m. on the ____ day of _____, 2012, there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct and complete copy of Ordinance Number _____ of the Village providing for the issuance of one or more series of General Obligation Refunding Bonds of the Village and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this ____ day of _____, 2012.

_____
Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

VIDEO/AUDIO ATTENDANCE CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Park Forest, Cook and Will Counties, Illinois (the "*Village*"), and as such official I do further certify as follows:

1. That at the meeting of the Mayor and Board of Trustees of the Village (the "*Corporate Authorities*") on the 10th day of September, 2012 (the "*Meeting*"), _____ _____ attended the Meeting by video or audio conference.

2. That said member(s) of the Corporate Authorities was/were prevented from physically attending the Meeting because of the reason(s) as follows:

MEMBER	REASON[1]

3. That said member(s) of the Corporate Authorities notified me before the Meeting that he/she/they wished to attend the Meeting by video or audio conference.

4. That attached hereto as *Exhibit 1* is a true, correct and complete copy of the rules adopted by the Corporate Authorities for allowing a member of the Corporate Authorities to attend a meeting of the Corporate Authorities by video or audio conference.

5. That the Meeting was duly called, noticed and held in strict compliance with all of the provisions of the Open Meetings Act of the State of Illinois, as amended, and the ordinances, resolutions, rules, regulations and proceedings of the Corporate Authorities.

[1] Section 7 of the Open Meetings Act of the State of Illinois, as amended, provides the following three reasons a person may be prevented from physically attending a meeting: (i) personal illness or disability; (ii) employment purposes or the business of the public body; or (iii) a family or other emergency.

IN WITNESS WHEREOF, I hereunto affix my official signature and the official corporate seal of the Corporate Authorities, this ____ day of _____, 2012.

_____
Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2012, there was filed in my office a properly certified copy of Ordinance Number _____, passed by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, on the 10th day of September, 2012 and entitled:

> AN ORDINANCE providing for the issuance of one or more series of General Obligation Refunding Bonds of the Village of Park Forest, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders and escrow agreements in connection therewith, and providing for the levy and collection of a direct annual tax and the pledge of certain incremental tax revenues for the payment of the principal of and interest on certain of said bonds.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Cook, Illinois, at Chicago, Illinois, this ____ day of _____, 2012.

_____
County Clerk of The County of Cook, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Will, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2012 there was filed in my office a properly certified copy of Ordinance Number _____, passed by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, on the 10th day of September, 2012 and entitled:

> AN ORDINANCE providing for the issuance of one or more series of General Obligation Refunding Bonds of the Village of Park Forest, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders and escrow agreements in connection therewith, and providing for the levy and collection of a direct annual tax and the pledge of certain incremental tax revenues for the payment of the principal of and interest on certain of said bonds.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Will, Illinois, at Joliet, Illinois, this ____ day of _____, 2012.

_____
County Clerk of The County of Will,
Illinois

[SEAL]

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER __, 2012

NEW ISSUE: Book-Entry Only **Investment Rating: Moody's __**
Bank Qualified

Subject to compliance by the Village with certain covenants, in the opinion of Bond Counsel, under present law, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but such interest is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. Interest on the Bonds is not exempt from present Illinois income taxes. See "TAX EXEMPTION" herein for a more complete discussion. The Bonds are "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. See "Qualified Tax-Exempt Obligations" herein for a more complete discussion.

$4,220,000*
VILLAGE OF PARK FOREST
Cook and Will Counties, Illinois
$1,585,000* General Obligation Refunding Bonds, Series 2012A
$2,635,000* General Obligation Refunding Bonds, Series 2012B

Dated: Date of Delivery **Due: January 1, as described herein**

The $1,585,000* General Obligation Refunding Bonds, Series 2012A (the "2012A Bonds") and the $2,635,000* General Obligation Refunding Bonds, Series 2012B (the "2012B Bonds" and together with the 2012A Bonds, the "Bonds"), will be issued in fully registered form in the denomination of $5,000 or authorized integral multiples thereof. Semi-annual interest on the Bonds shall be payable on each January 1 and July 1 commencing January 1, 2013. Interest is calculated based on a 360-day year of twelve 30-day months. The Bond Registrar and Paying Agent for the Bonds is the _____ (the "Bond Registrar and Paying Agent"). The Bonds will be issued only in fully registered form and will be registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as the securities depository of the Bonds. Individual purchases will be made in book-entry form only in denominations of $5,000 principal amount or any authorized integral multiple thereof. Purchasers of the Bonds will not receive certificates representing their interest in the Bonds purchased. (See "THE BONDS - Book-Entry Only System.").

The proceeds from the sale of the Bonds will be used to (i) currently refund a portion of the Village's outstanding General Obligation Bonds, Series 2001 and (ii) pay the costs of issuance of the Bonds. (See "THE FINANCING – Purpose of the Bonds").

The 2012A Bonds will constitute valid and legally binding full faith and credit general obligations of the Village secured ratably and equally with any outstanding General Obligation Bonds, Series 2001 and General Obligation Refunding Bonds, Series 2008A, of the Village, by (a)(i) the incremental property taxes, if any, derived from the Downtown Tax Increment Redevelopment Project Area (the "Redevelopment Project Area" or the "Downtown TIF Area") and (ii) funds on deposit in and to the credit of the special tax allocation fund here before created by the Village in connection with its designation of the Redevelopment Project Area and (b) ad valorem taxes levied against all of the taxable property in the Village without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

The 2012B Bonds will constitute valid and legally binding full faith and credit general obligations of the Village secured by ad valorem taxes levied against all of the taxable property in the Village without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

Certain of the Bonds are subject to redemption prior to maturity. See "THE BONDS – Redemption Prior to Maturity" herein.

This cover page contains certain information for quick reference only. It is not a summary for the Bonds. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered when, as and if issued and received by the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and to the approval of legality by Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel. It is expected that the Bonds will be available for delivery in definitive form through the facilities of DTC in New York, New York on or about October _, 2012.

BAIRD

*Preliminary, subject to change.

MATURITY SCHEDULE, INTEREST RATES AND YIELDS*

General Obligation Refunding Bonds, Series 2012A

Maturing January 1	Amount*	Interest Rate	Yield	CUSIP [1] (Base: 700467)
2014	$185,000	%	%	
2015	195,000			
2016	210,000			
2017	225,000			
2018	240,000			
2019	255,000			
2020	275,000			

General Obligation Refunding Bonds, Series 2012B

Maturing January 1	Amount*	Interest Rate	Yield	CUSIP [1] (Base: 700467)
2014	$145,000	%	%	
2015	155,000			
2016	170,000			
2017	180,000			
2018	190,000			
2019	210,000			
2020	220,000			
2021	240,000			
2022	255,000			
2023	270,000			
2024	290,000			
2025	310,000			

*Preliminary, subject to change.

(1)CUSIP data herein is provided by Standard & Poor's CUSIP Bureau Service, a division of the McGraw-Hill Companies, Inc.

Certain information contained in this Official Statement has been obtained by the Village of Park Forest (the "Village") from DTC and other sources that are deemed to be reliable. No representation or warranty is made, however, as to the accuracy or completeness of such information by the Village or the Underwriter. Nothing contained in this Official Statement is or shall be relied on as a promise or representation by the Underwriter. This Official Statement is being used in connection with the sale of securities as referred to herein and may not be used, in whole or in part, for any other purpose. The delivery of this Official Statement at any time does not imply that information in it is correct as of any time subsequent to its date.

No dealer, broker, salesman or other person has been authorized by the Village or by the Underwriter to give any information or to make any representations other than those contained herein, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy, nor shall there be any sale of the Bonds, by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any other sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Village.

The tax advice contained in this Official Statement is not intended or written by the Village, its Bond Counsel, or any other tax practitioner to be used, and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer. The tax advice contained in this Official Statement was written to support the promotion or marketing of the Bonds. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

In connection with the offering of the Bonds, the Underwriter may overallot or effect transactions that stabilize or maintain the market price of the Bonds at a level above the level that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time without notice. The prices and other terms respecting the offering and sale of the Bonds may be changed from time to time by the Underwriter after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE VILLAGE AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISK INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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Village of Park Forest

Village Board

Mayor
John A. Ostenburg

Trustees

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

Village Clerk
Sheila McGann

Administration

Village Manager
Tom Mick

Finance Director and Treasurer
Mary G. Dankowski

Village Attorney
Paul Stephanides
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
Chicago, IL

Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Phone: (708) 748-1112
Fax: (708) 503-8560

PROFESSIONAL SERVICES

Bond Counsel:	Chapman and Cutler LLP, Chicago, Illinois
Auditor:	Baker Tilly Virchow Krause, LLP, Oak Brook, Illinois
Bond Registrar, Escrow Agent and Paying Agent:	_____

OFFICIAL STATEMENT
of the
Village of Park Forest
Cook and Will Counties, Illinois
Relating to its
$1,585,000* General Obligation Refunding Bonds, Series 2012A
$2,635,000* General Obligation Refunding Bonds, Series 2012B

INTRODUCTION

This Official Statement, including the cover page hereof and the appendices hereto, is provided by the Village of Park Forest, Cook and Will Counties, Illinois (the "Village") for the purpose of setting forth information to all who may become registered owners of the Village's $1,585,000* General Obligation Refunding Bonds, Series 2012A (the "2012A Bonds"), and $2,635,000* General Obligation Refunding Bonds, Series 2012B (the "2012B Bonds," and together with the 2012A Bonds, the "Bonds") as authorized in an ordinance adopted by the Mayor and Board of Trustees of the Village on September 10, 2012 (as supplemented by certain Bond Orders and Notifications of Sale executed in connection with the sale of the Bonds, the "Ordinance").

THE FINANCING

Purpose of the Bonds

The Bonds are being issued for the purposes of (i) currently refunding a portion of the Village's outstanding General Obligation Bonds, Series 2001 (the "2001 Bonds") maturing or subject to mandatory redemption in the years 2014 through 2019, 2021, 2022 and 2025 (the "Bonds to be Refunded") on January 1, 2013 and (ii) paying certain expenses relating to the issuance of the Bonds. See "The Refunding" and the "Bonds to be Refunded", herein.

The Refunding

Proceeds of the Bonds will be used to establish an irrevocable escrow account (the "Escrow Account") consisting of cash and direct obligations of the United States of America (the "Government Obligations"). The Escrow Account will be held by _____ (the "Escrow Agent") and will be used to pay principal of and interest on the Bonds to be Refunded. The Escrow Account will be held by the Escrow Agent pursuant to an escrow agreement (the "Escrow Agreement") which irrevocably directs the Escrow Agent to (i) make all payments of the principal of and interest on the Bonds to be Refunded through their respective call dates, and (ii) take all steps necessary to call the Bonds to be Refunded on such dates. The Escrow Account will be in such amounts so that the cash and the principal and interest payments received on the Government Obligations will be sufficient, without reinvestment, to pay the principal of and interest on the Bonds to be Refunded as they become due or as called for redemption. Proceeds of the Bonds not being used to refund the Bonds to be Refunded will be used to pay costs of issuance of the Bonds.

*Preliminary, subject to change.

The Bonds to be Refunded

The following schedules set forth the principal and interest requirements of the Bonds to be Refunded, which are to be paid from the Escrow Account.

General Obligation Bonds, Series 2001

Maturing January 1	Outstanding Amount	Refunded Amount*	Redemption Price	Redemption Date
2013	$ 235,000	$ 0	-	-
2014	260,000	260,000	100%	January 1, 2013
2015	290,000	290,000	100%	January 1, 2013
2016	320,000	320,000	100%	January 1, 2013
2017	355,000	355,000	100%	January 1, 2013
2018	390,000	390,000	100%	January 1, 2013
2019	430,000	430,000	100%	January 1, 2013
2020 (1)	470,000	470,000	100%	January 1, 2013
2021	280,000	280,000	100%	January 1, 2013
2022	300,000	300,000	100%	January 1, 2013
2023 (2)	330,000	330,000	100%	January 1, 2013
2024 (2)	360,000	360,000	100%	January 1, 2013
2025	390,000	390,000	100%	January 1, 2013
	$ 4,410,000	$ 4,175,000		

(1) Sinking fund installment for the 2021 maturity.
(2) Sinking fund installment for the 2025 maturity.

Estimated Sources and Uses of Funds

The sources and uses of funds with respect to the Bonds are estimated as follows:

Estimated Sources of Funds

	2012A Bonds	2012B Bonds
Par Amount of the Bonds	$	$
Cash Transfer from Prior Debt Service Fund		
Reoffering Premium		
Total	$	$

Estimated Uses of Funds

	2012A Bonds	2012B Bonds
Deposit to Escrow Fund	$	$
Costs of Issuance (1)		
Total	$	$

(1) Includes bond registrar and paying agent fees, underwriter's discount, legal fees, rating agency fees, printing and other miscellaneous costs of issuance.

*Preliminary, subject to change.

THE BONDS

Authorization

The Bonds are issued pursuant to the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970. The 2012A Bonds are further authorized by the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the "Tax Increment Act"), and particularly as supplemented and amended by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended, and as supplemented and amended.

Security

The 2012A Bonds will constitute valid and legally binding full faith and credit general obligations of the Village secured ratably and equally with any outstanding General Obligation Bonds, Series 2001 and General Obligation Refunding Bonds, Series 2008A, of the Village, by (a)(i) the incremental property taxes, if any, derived from the Downtown Tax Increment Redevelopment Project Area (the "Redevelopment Project Area" or the "Downtown TIF Area") and (ii) funds on deposit in and to the credit of the special tax allocation fund here before created by the Village in connection with its designation of the Redevelopment Project Area and (b) ad valorem taxes levied against all of the taxable property in the Village without limitation as to rate or amount (the "Full Faith and Credit Taxes"), except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

The 2012B Bonds will constitute valid and legally binding full faith and credit general obligations of the Village secured by ad valorem taxes levied against all of the taxable property in the Village without limitation as to rate or amount (the "Full Faith and Credit Taxes"), except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion

Redemption Prior to Maturity

Optional Redemption: The 2012A Bonds are not subject to redemption prior to maturity.

The 2012B Bonds maturing on and after January 1, 20__ shall be subject to redemption prior to maturity at the option of the Village from any available funds on January 1, 20__ or on any date thereafter, in whole or in part, and if in part in such principal amounts and from such maturities as determined by the Village, and within any maturity by lot, at a redemption price of par plus accrued interest. Notice of such call shall be given by mailing a notice thereof at least thirty (30) days, but not more that (60) days, prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books.

Mandatory Redemption: The 20__ Bonds maturing _____ (the "Term Bonds") are also subject to mandatory sinking fund redemption in part and by lot, on January 1 of each of the years and in the amounts set forth below at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date. Notice of such call shall be given by mailing a notice thereof at least thirty (30) days, but not more than (60) days, prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books.

Term Bonds Due January 1, 20__

Redemption Date January 1	Amount
20__	$
20__ (Maturity)	

Whenever Term Bonds subject to mandatory sinking fund redemption are redeemed at the option of the Village, the principal amount thereof so redeemed shall be credited against the unsatisfied balance of future sinking fund installments or final principal amount established with respect to such Term Bonds, in such amounts and against such installments or final principal amount as shall be determined by the Village in the proceedings authorizing such optional redemption or, in the absence of such determination, shall be credited pro-rata against the unsatisfied balance of the applicable sinking fund installments and final principal amount.

On or prior to the 60th day preceding any sinking fund installment date, the Village may purchase Term Bonds, which are subject to mandatory redemption on such sinking fund installment date, at such prices as the Village shall determine. Any Term Bond so purchased shall be cancelled and the principal amount thereof so purchased shall be credited against the unsatisfied balance of the next ensuing sinking fund installment of the Term Bonds of the same maturity as the Term Bond so purchased.

Registration, Payment and Transfer

The Bonds are issuable only as fully registered Bonds without coupons, and when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Purchases of beneficial interests in the Bonds will be made in book-entry only form, in the denomination of $5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their beneficial interest in Bonds purchased. So long as Cede & Co. is the Bondholder, as nominee for DTC, references herein to the Bondholders or registered owners shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners (as hereinafter defined) of the Bonds. See "THE BONDS – Book-Entry Only System" herein.

The Bonds will be issued in the original aggregate principal amounts as shown on the inside cover of this Official Statement. The Bonds will be dated the date of delivery (the "Dated Date") and will bear interest from the later of the Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for. Interest on the Bonds shall be payable semiannually on January 1 and July 1 of each year commencing on January 1, 2013. Interest on the Bonds shall be computed using a 360-day year and twelve 30-day months and the Bonds will mature on the dates and in the principal amounts and will bear interest at the rates as set forth on the inside cover of this Official Statement. The Bonds will be registered Bonds in the denomination of $5,000 or multiples thereof not exceeding for each maturity the principal amount of such maturity. The principal and interest shall be payable at the principal office maintained for the purpose by _____ (the "Bond Registrar and Paying Agent") or such other paying agent as the Village may hereafter designate by notice mailed to the Bondholders. So long as DTC or its nominee, Cede & Co., is the Bondholder, such payments will be made directly to DTC. Disbursement of such payments to the Beneficial Owners is the responsibility of DTC Participants and Indirect Participants (both as hereinafter defined), as more fully described below. Interest shall be paid when due by check or draft mailed to the registered owners of Bonds as shown on the registration books as of the fifteenth day of the calendar month preceding the payment date for each interest payment or at the request of a registered owner, by wire transfer to the registered owner's instructions.

Book-Entry Only System

The information in this section has been furnished by DTC. No representation is made by the Village, Bond Counsel, the Underwriter or the Bond Registrar and Paying Agent as to the completeness or accuracy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof. No attempt has been made by the Village, Bond Counsel, the Underwriter or the Bond Registrar and Paying Agent to determine whether DTC is or will be financially or otherwise capable of fulfilling its obligations. Neither the Village nor the Bond Registrar and Paying Agent will have any responsibility or obligation to direct participants, indirect participants (as defined below) or the persons for which they act as nominees with respect to the Bonds, or for any principal or interest payment thereof.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered Bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing

Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC is rated "AA+" by Standard & Poor's Ratings Services. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission (the "Commission"). More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Village as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the Village or Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Registrar, or the Village, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Village or the Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to Registrar, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to Registrar. The requirement for physical delivery of Bonds in connection with an optional tender or mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to Registrar's DTC account.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Village or the Registrar. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The Village may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Village believes to be reliable, and the Village takes no responsibility for the accuracy thereof.

The Village will have no responsibility or obligation to any Securities Depository, any Participants in the Book-Entry System or the Beneficial Owners with respect to (i) the accuracy of any records maintained by the Securities Depository or any Participant; (ii) the payment by the Securities Depository or by any Participant of any amount due to any Beneficial Owner in respect of the principal amount or redemption price of, or interest on, any Bonds; (iii) the delivery of any notice by the Securities Depository or any Participant; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (v) any other action taken by the Securities Depository or any Participant.

The Village, Bond Counsel, the Underwriter and the Bond Registrar and Paying Agent cannot and do not give any assurances that DTC, the Direct Participants or the Indirect Participants will distribute to the Beneficial Owners of the Bonds (i) payments of principal of or interest on the Bonds, (ii) any document representing or confirming beneficial ownership interests in the Bonds, or (iii) notices sent to DTC or Cede & Co. its nominee, as the registered owner of the Bonds, or that it will do so on a timely basis or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Official Statement. The current "rules" applicable to DTC are on file with the Securities and Exchange Commission, and the current "procedures" of DTC to be followed in dealing with the Direct and Indirect Participants are on file with DTC.

Neither the Village, Bond Counsel, the Underwriter nor the Bond Registrar and Paying Agent will have any responsibility or obligation to any Direct Participant, Indirect Participant or any Beneficial Owner or any other person with respect to: (a) the Bonds; (b) the accuracy of any records maintained by DTC or any Direct Participant or Indirect Participant; (c) the payment by DTC to any Participant, or by any Direct Participant or Indirect Participant to any Beneficial Owner of any amount due with respect to the principal of or interest on the Bonds; (d) the delivery by DTC to any participant, or by and Direct Participant or Indirect Participant to any Beneficial Owner of any notice which is required or permitted under the terms of the authorizing ordinance to be given to Bondholders; (e) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (f) any consent given or other action taken by DTC as Bondholder.

Transfer Outside Book-Entry Only System

In the event the book-entry only system is discontinued, the following provisions would apply to the Bonds. The Bond Registrar and Paying Agent will act as transfer agent and bond registrar and shall keep the registration books for the Bonds (the "Bond Register") at its principal office maintained for the purpose. Subject to the further conditions contained in the Ordinance, the Bonds may be transferred or exchanged for one or more Bonds in different authorized denominations upon surrender thereof at the principal office maintained for the purpose by the Bond Registrar and Paying Agent by the registered owners or their duly authorized attorneys; upon surrender of any Bonds to be transferred or exchanged, the Bond Registrar and Paying Agent shall record the transfer or exchange in the Bond Register and shall authenticate replacement bonds in authorized denominations. The Bond Registrar and Paying Agent shall not be required to transfer or exchange any Bond during the period of 15 days preceding the giving of notice of redemption of the Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption. The Village and Bond Registrar and Paying Agent shall be entitled to treat the registered owners of the Bonds, as their names appear in the Bond Register as of the appropriate dates, as the owner of such Bonds for all purposes under the Ordinance. No transfer or exchange made other than as described above and in the Ordinance shall be valid or effective for any purposes under the Ordinance.

THE VILLAGE OF PARK FOREST

General Information

The Village of Park Forest is located in south suburban Cook County and Will County approximately 33 miles from downtown Chicago, Illinois. Interstate 57 is located 2.5 miles to the west of the Village and Illinois State Route 30 runs

along part of the north border of the Village. The majority of the Village (79.3% of the Village's 2011 equalized assessed valuation) is within Cook County; the balance is within Will County.

The Village of Park Forest was incorporated on February 1, 1949 and is a home-rule unit of government under the 1970 Constitution of the State of Illinois.

The Village is served principally by one elementary school district (parts of the Village fall within two other elementary school districts), one high school district, one unit school district, and a community college district. The Village provides a full range of municipal services. Specific Village services include police protection, fire protection, health services, recreation and parks, water supply, sanitary and storm water collection, public works operations, road maintenance, building and inspectional services and general administrative services.

The Village owns and operates its own water system which is supplied by well water. The Village maintains its own sewer lines and sanitary sewage treatment is provided by the Thorn Creek Sanitary District which treats the sewage. Natural gas is supplied by Northern Illinois Gas and electricity is provided by Commonwealth Edison.

Population

The following table shows the population of the Village for the last five U.S. Censuses.

U.S. Census	Population	Percent Change
1970	30,638	2.15%
1980	26,222	(14.41)
1990	24,656	(5.97)
2000	23,462	(4.84)
2010	21,975	(6.34)

Source: U.S. Bureau of the Census

The following table shows the age distribution of the 2010 Census population of the Village.

Category	Percent
Under 19 Years	18.2%
20-24 Years.....	5.8
25-44 Years.....	34.7
45-64 Years.....	29.8
65 + Years.....	11.5
Median Age.....	39.5 Years

Source: U.S. Department of Commerce, Census Bureau

Village Government

The Village of Park Forest is governed by a Mayor and Board of six trustees. Trustees serve staggered three year terms, while the Mayor serves a four year term. Below is list of the Village's Mayor and Board of Trustees.

		First Elected	Term Expires
Mayor:	John A. Ostenburg	1999	2015
Village Clerk:	Sheila McGann	(appointed)	
Village Trustees			
Kenneth W. Kramer		1985	2013
Bonita Dillard.....		1999	2013
Mae Brandon.....		2003	2015
Gary Kopycinski		2003	2015
Robert McCray.....		2005	2013
Georgia O'Neil.....		2006	2015

An appointed Village Manager is charged with the day-to-day responsibility of administering Board policy and supervising the Village's employees. The following is a list of all Village Department heads:

Village Manager	Tom Mick
Village Treasurer and Finance Director.....	Mary G. Dankowski
Police Chief	Clifford Butz
Fire Chief.....	Robert Wilcox
Health Department Director	Jenise Ervin
Public Works Director	Ken Eyer P.E.
Economic Development and Planning Director	Hildy L. Kingma
Community Development Director	Lawrence G. Kerestes
Director of Recreation and Parks.....	John P. Joyce

The Downtown TIF Area

The 2012A Bonds are secured by a pledge of the incremental property taxes, if any, derived from the Downtown TIF Area.

Tax increment financing is authorized in Illinois by the Tax Increment Act. Tax increment financing provides a means for municipalities, after the approval of "a redevelopment plan and project", to redevelop blighted, conservation or industrial park conservation areas by pledging the anticipated increase in tax revenues resulting from redevelopment to pay for the costs incurred to stimulate such private investment, new development and rehabilitation.

In November 1997, the Village designated a tax increment financing district (the "Downtown TIF Area") pursuant to and in accordance with the Tax Increment Act. The Downtown TIF Area was created in order to encourage redevelopment of the Park Forest Plaza, later renamed Park Forest Centre, a regional shopping center built in the 1950's. The Downtown TIF Area encompassed an area including Downtown Park Forest and two small adjacent properties including a bank and a post office. The initial Equalized Assessed Valuation of the Downtown TIF Area was $3,598,133 at the time of designation of the Downtown TIF Area on November 10, 1997. The Downtown TIF Area will expire in November 2020 and is located entirely within Cook County.

The Downtown TIF Area replaces an earlier redevelopment project area designated by the Village in 1985 (the "Initial TIF District"). This action lowered the base EAV of the TIF District which gave the Village a better opportunity to generate tax increment in the future. Replacing the Initial TIF District also extended the life of the Downtown TIF Area by an additional 12 years, which allowed the Village to spread the TIF related debt over a longer period of time.

At the time of designation of the Initial TIF District in 1985, the Park Forest Centre was anchored by two department stores, Marshall Fields and Sears, Roebuck & Company and included 379,400 square feet of additional smaller retail space. Despite rehabilitation efforts, the Park Forest Centre experienced poor sales performance. In 1995, Sears closed its department store and donated its land and buildings to the Village. The Sears building was later demolished. In April 1997, Marshall Fields closed its department store. The Marshall Fields building was demolished in 2011.

In December 1995, the Village purchased the Park Forest Centre from its then-current owner. During 1996, the Village studied the shopping center and created a plan for its redevelopment, believing that the poor performance was due to its distance from major traffic arteries. In 1997, the physical redevelopment began to convert the Park Forest Centre into a traditional linear downtown, improving vehicle and pedestrian access to the center and store visibility.

Since that time the Village has moved its municipal building to the Downtown TIF Area and LaRabida Children's Hospital has moved its counseling program for abused children from a neighboring suburb into the former Village Hall Facility. Osco Foods, now CVS Pharmacy, was opened within the Downtown TIF Area in the winter of 2000 and a senior complex, including a 90-unit independent living facility and a 60-unit assisted living facility was constructed and occupied in 2001.

In 2008, a 65 unit residential development, Legacy Square, was completed in the Downtown TIF Area.

Currently, leasing efforts have resulted in several leases including a caterer, music store, barber shop, senior center, tailor, resale store, health club, dance studio, food co-op, chiropractor, family physician, podiatrist and dry cleaner. In total, approximately 75% of the main floor space, and Building #2 and #3, are leased and 88% of second floor office space.

REAL PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION PROCEDURES

Tax Assessments – Cook County

The County Assessor (the "County Assessor") is responsible for the assessment of all taxable real property within Cook County (the "County"), including real property within the Village, except for certain railroad property and pollution control facilities which are assessed directly by the Illinois Department of Revenue (the "Department of Revenue"). For triennial reassessment purposes, Cook County is divided into three sections: west and south suburbs, north and northwest suburbs, and the City of Chicago. The Village is located in the west and south suburbs and was reassessed for the 2011 tax levy year.

Real property in the County is separated into classes for assessment purposes. After the County Assessor establishes the fair market value of a parcel of property, that value is multiplied by the appropriate classification percentage to arrive at the assessed valuation (the "Assessed Valuation") for the parcel. The classification percentages range from 16% for certain residential, commercial and industrial property to 36% and 38%, respectively, for other industrial and commercial property. On September 17, 2008, the Cook County Board of Commissioners approved changes to the property classification ordinance. The changes reduce the percentages used to calculate the assessed value of real property in the County for real estate tax purposes. These reductions will take effect in the 2009 tax levy year. Such new classification percentages range from 10% for certain residential, commercial and industrial property to 25% for other industrial and commercial property.

Property is classified for assessment into six basic categories, each of which is assessed (beginning with the 2009 tax levy year) at various percentages of fair market value as follows: Class 1) unimproved real estate - 10%; Class 2) residential - 10%; Class 3) rental-residential - 16%, in tax year 2009, 13% in assessment year 2010, and 10% in assessment year 2011 and subsequent years; Class 4) not-for-profit - 25%; Class 5a) commercial - 25%; Class 5b) industrial - 25%. There are also seven additional categories. Newly constructed industrial properties or substantially rehabilitated sections of existing industrial properties within the County may qualify for a Class 6b assessment level, which assessment level is 10% for the first 10 years and for any subsequent 10-year renewal periods. However, if the incentive is not renewed, the 6b assessment level is 15% in year 11 and 20% in year 12, hereafter reverting to Class 5b. Real estate, which is to be used for industrial or commercial purposes where such real estate has undergone environmental testing and remediation, may be eligible for a Class C assessment level. The Class C assessment level for industrial properties is 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5b. Class C commercial properties are assessed at 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5a. Commercial properties that are newly constructed or substantially rehabilitated and are within an area determined to be an area in need of commercial development may be classified as Class 7a or 7b property, and will then be assessed at a level of 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5a. Certain commercial and industrial properties located in zones determined to be in need of substantial revitalization or in an enterprise community could be eligible for Class 8 assessments. The Class 8 assessment level for industrial properties is 10% for the first 10 years and for any subsequent 10-year renewal periods. If the incentive is not renewed, the Class 8 assessment level for industrial properties is 15% in year 11 and 20% in year 12, thereafter reverting to Class 5b. The Class 8 assessment level for commercial properties is 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5a. Substantially rehabilitated or new construction multi-family residential properties within certain target areas, empowerment or enterprise zones may be eligible for Class 9 categorization. The Class 9 assessment level is 10% for an initial 10-year period, renewable upon application for additional 10-year periods. When the Class 9 assessment level expires, the assessment level reverts to the

applicable classification. Rental-residential (Class 3) properties subject to a Section 8 contract that has been renewed under the "Mark Up To Market" option may qualify for a Class S assessment level. The Class S assessment level is 10% for the term of the Section 8 contract renewal under the Mark Up To Market option, and for any additional terms of renewal of the Section 8 contract under the Mark Up To Market option. When the Class S assessment level expires, the assessment level reverts to Class 3. Substantially rehabilitated properties which are designated as Class 3, Class 4, Class 5a or Class 5b and which qualify as Landmark or Contributing buildings may qualify for a Class L assessment level. The Class L assessment level for Class 3, 4 or 5b properties is 10% for the first 10 years and for any subsequent 10-year renewal periods. If the incentive is not renewed, the Class L assessment level is 15% in year 11 and 20% in year 12, thereafter reverting to Class 3, 4 or 5b. Class L commercial properties are assessed at 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5a.

The Assessor has established procedures enabling taxpayers to contest their proposed Assessed Valuations. Once the Assessor certifies its final Assessed Valuations, a taxpayer can seek review of its assessment by appealing to the Cook County Board of Review, which consists of three commissioners elected by the voters of the County. The Board of Review has the power to adjust the Assessed Valuations set by the Assessor.

Owners of both residential property having six or fewer units and owners of real estate other than residential property with six or fewer units are able to appeal decisions of the Board of Review to the Illinois Property Tax Appeal Board (the "PTAB"), a statewide administrative body. The PTAB has the power to determine the Assessed Valuation of real property based on equity and the weight of the evidence. Taxpayers may appeal the decision of PTAB to either the Circuit Court of Cook County or the Illinois Appellate Court under the Illinois Administrative Review Law.

As an alternative to seeking review of Assessed Valuations by PTAB, taxpayers who have first exhausted their remedies before the Board of Review may file an objection in the Circuit Court of Cook County similar to the previous judicial review procedure but with a different standard of proof than that previously required. In addition, in cases where the Assessor agrees that an assessment error has been made after tax bills have been issued, the Assessor can correct any factual error, and thus reduce the amount of taxes due, by issuing a Certificate of Error. Certificates of Error are not issued in cases where the only issue is the opinion of the valuation of the property.

Equalization. After the County Assessor has established the Assessed Valuation for each parcel for a given year, and following any revisions by the Board of Review or PTAB, the Illinois Department of Revenue is required by statute to review the Assessed Valuations. The Illinois Department of Revenue establishes an equalization factor (the "Equalization Factor"), commonly called the "multiplier," for each county to make all valuations uniform among the 102 counties in the State. Under State law, the aggregate of the assessments within each county is to be equalized at 33-1/3% of the estimated fair cash value of real property located within the county prior to any applicable exemptions. One multiplier is applied to all property in Cook County, regardless of its assessment category, except for some farmland property which is not subject to equalization.

Once the Equalization Factor is established, the Assessed Valuation, as revised by the Board of Review or PTAB, is multiplied by the Equalization Factor to determine the equalized assessed valuation (the "EAV") of that parcel. The EAV for each parcel is the final property valuation used for determination of tax liability. The aggregate EAV for all parcels in any taxing body's jurisdiction, plus the valuation of property assessed directly by the State, constitutes the total real estate tax base for the taxing body and is the figure used to calculate tax rates (the "Assessment Base"). The following table sets forth the Equalization Factor for Cook County for the last 10 tax levy years.

Tax Levy Year	**Equalization Factor**
2002	2.4689
2003	2.4598
2004	2.5757
2005	2.7320
2006	2.7076
2007	2.8439
2008	2.9786
2009	3.3701
2010	3.3000
2011	2.9706

Tax Assessments – Will County

Local Assessment Officers determine the assessed valuation of taxable real property and railroad property not held or used for railroad operations. The Illinois Department of Revenue (the "Department") assesses certain other types of taxable property, including railroad property held or used for railroad operations. Local Assessment Officers' valuation determinations are subject to review at the county level and then, in general, to equalization by the Department. Such equalization is achieved by applying to each county's assessments a multiplier determined by the Department. The purpose of equalization is to provide a common basis of assessments among counties by adjusting assessments toward the statutory standard of 33-1/3% of fair cash value. Farmland is assessed according to a statutory formula which takes into account factors such as productivity and crop mix. Taxes are extended against the assessed values after equalization.

Property tax levies of each taxing body are filed in the office of the county clerk of each county in which territory of that taxing body is located. The county clerk computes the rates and amount of taxes applicable to the taxable property subject to the tax levies of each taxing body and determines the dollar amount of taxes attributable to each respective parcel of taxable property. The county clerk then supplies to the appropriate collecting officials within the county the information needed to bill the taxes attributable to various parcels therein. After the taxes have been collected, the collecting officials distribute to the various taxing bodies their respective shares of the taxes collected. Taxes levied in one calendar year are due payable in two installments during the next calendar year. Taxes that are not paid when due, or that are not paid by mail and postmarked on or before the due date, are subject to a penalty of 1-1/2% per month until paid. Unpaid property taxes, together with penalties, interest and costs constitute a lien against the property subject to the tax.

Exemptions

An annual General Homestead Exemption provides that the EAV of certain property owned and used for residential purposes may be reduced by the amount of any increase over the 1977 EAV, up to a maximum reduction of $6,000 for assessment year 2009 and thereafter.

The Alternative General Homestead Exemption limits EAV increases for homeowners (who also reside on the property as their principal place of residence) to 7% a year, up to a certain maximum dollar amount each year as defined by statute. Any amount of increase that exceeds the maximum exemption as defined is added to the 7% increase and is part of that property's taxable EAV. Homes that do not increase by at least 7% a year are entitled, in the alternative, to the General Homestead Exemption as discussed above.

For properties in the City Tri, the Alternative General Homestead Exemption cannot exceed $20,000 for assessment year 2009, $16,000 for assessment year 2010 and $12,000 for assessment year 2011. For properties in the North Tri, the Alternative General Homestead Exemption cannot exceed $20,000 for assessment years 2009 and 2010, $16,000 for assessment year 2011 and $12,000 for assessment year 2012. For properties in the South Tri, the Alternative General Homestead Exemption cannot exceed $26,000 for assessment year 2009, $20,000 for assessment year 2010 and 2011 and $12,000 for assessment year 2012.

The Long-Time Occupant Homestead Exemption limits the increase in EAV of a taxpayer's homestead property to 10% per year if such taxpayer has owned the property for at least 10 years as of January 1 of the assessment year (or 5 years if purchased with certain government assistance) and has a household income of $100,000 or less ("Qualified Homestead Property"). If the taxpayer's annual income is $75,000 or less, the EAV of the Qualified Homestead Property may increase by no more than 7% per year. There is no exemption limit for Qualified Homestead Properties.

The Homestead Improvement Exemption applies to residential properties that have been improved and to properties that have been rebuilt in the two years following a catastrophic event, as defined in the Illinois Property Tax Code, as amended. The exemption is limited to $75,000 per year, to the extent the Assessed Valuation is attributable solely to such improvements or rebuilding. Additional exemptions exist for senior citizens. The Senior Citizens Homestead Exemption annually reduces the EAV on residences owned and occupied by senior citizens. The maximum exemption is $4,000. Beginning in tax year 2010, Cook County taxpayers seeking to claim this exemption must reapply for the exemption on an annual basis.

The Senior Citizens Assessment Freeze Homestead Exemption freezes property tax assessments for homeowners who are 65 and older, reside in their property as their principal place of residence and receive a household income not in excess of $55,000. This exemption grants to qualifying senior citizens an exemption equal to the difference between (i) the current EAV of the residence and (ii) the EAV of a senior citizen's residence for the year prior to the year in which he or she first qualifies and applies for the exemption, plus the EAV of improvements since such year.

Three exemptions are available to veterans of the United States armed forces. The Disabled Veterans' Exemption exempts up to $70,000 of the Assessed Valuation of property owned and used exclusively by veterans, their spouses or unmarried surviving spouses. Qualification for this exemption requires the veteran's disability to be of such a nature that the federal government has authorized payment for purchase of specially adapted housing under the U.S. Code as certified to annually by the Illinois Department of Veterans Affairs.

The Disabled Veterans' Standard Homestead Exemption provides an annual homestead exemption of (i) $5,000 to those veterans with a service-connected disability of 70% (75% for exemptions granted from 2007 to 2009) and (ii) $2,500 to those veterans with a service-connected disability of less than 70% (75% for exemptions granted from 2007 to 2009), but at least 50%.

The Returning Veterans' Homestead Exemption is available for property owned and occupied as the principal residence of a veteran in the assessment year, or the year following the assessment year, in which the veteran returns from an armed conflict while on active duty in the United States armed forces. This provision grants a one-time homestead exemption of $5,000.

Finally, the Disabled Persons' Homestead Exemption provides an annual homestead exemption in the amount of $2,000 for property that is owned and occupied by certain disabled persons who meet State-mandated guidelines.

The following table sets forth the Village's EAV and estimated market value for the last five fiscal years.

Village of Park Forest
Property Valuations

Levy Year	Collection Year	Fiscal Year	EAV	Estimated Market Value	Percent Change
2007	2008	2008	$204,687,009	$614,061,027	7.58%
2008	2009	2009	219,491,270	658,473,810	7.23
2009	2010	2010	225,587,683	676,763,049	2.78
2010	2011	2011	221,881,935	665,645,805	-1.64
2011	2012	2012	165,169,446	495,508,338	-25.56

Per Capita 2011 EAV (1)	$7,516.24
Per Capita 2011 Estimated Market Value (1)	$22,548.73

(1) Based on the Village's 2010 census population of 21,975.
Source: The Village

The following table sets forth the Village's EAV by use for the tax levy year 2007 through 2010. The 2011 EAV by use is not available for property located in Cook County.

Village of Park Forest
Equalized Assessed Valuation by Use
(Amounts Expressed in Thousands)

	2007	2008	2009	2010
Residential	$ 174,718	$ 190,274	$ 196,620	$ 197,165
Commercial	17,884	16,279	16,552	12,922
Industrial	12,009	12,835	12,297	11,322
Farm	0	0	0	0
Railroad	77	102	119	472
Totals	$ 204,687	$ 219,491	$ 225,588	$ 221,882

Source: The Cook and Will County Clerk's Offices.

The Village's property tax rates expressed as a dollar for each $100 of EAV, for the tax levy years 2007 through 2011 are as follows:

Village of Park Forest
Tax Rates by Purpose Per $100 of Equalized Assessed Valuation

	Levy Years				
	2007	2008	2009	2010	2011
General	$ 3.3475	$ 3.3807	$ 3.6110	$ 3.9525	$ 6.0618
Public Library	0.7780	0.7830	0.8140	0.8500	1.2440
IMRF	0.2316	0.2262	0.2253	0.1926	0.2767
FICA	0.2023	0.1975	0.1968	0.1875	0.2691
Debt Service	0.4497	0.4345	0.4051	0.3490	0.4303
Police Pension	0.3741	0.3978	0.4491	0.4702	0.6702
Fire Pension	0.2880	0.2878	0.3232	0.3425	0.4526
Total	$ 5.6712	$ 5.7075	$ 6.0245	$ 6.3443	$ 9.4050

Source: The Cook County Clerk's Office.

The Village's property tax rates and those levied by other units of government expressed as a dollar for each $100 of EAV, for the tax levy years 2007 through 2010 are as follows:

Village of Park Forest
Representative Property Tax Rates
Per $100 Equalized Assessed Valuation

	Levy Years				
	2007	2008	2009	2010	2011
Village of Park Forest	$ 4.8920	$ 4.9250	$ 5.2110	$ 5.4950	$8.1610
Cook County	0.3530	0.3290	0.3100	0.3410	0.3841
School District # 163	6.9750	6.6160	6.4440	6.7470	9.5430
Village of Park Forest Library	0.7780	0.7830	0.8140	0.8500	1.2440
Community College District # 515	0.2940	0.2800	0.2770	0.2930	0.3570
High School District # 227	3.5750	3.4590	3.5130	3.7050	4.6870
All Other	0.4380	0.4130	0.4330	0.4290	0.5389
Total	$ 17.3050	$ 16.8050	$ 17.0020	$ 17.8600	$24.9150

Source: The Village and the Cook County Clerk's Office

Tax Collections and Extensions

Cook County - The Village prepares an itemized budget upon which hearings are held. A tax levy amount is submitted to the Cook County Treasurer's Office prior to the last Tuesday of December. Property taxes in Cook County are collected by the Cook County Treasurer who distributes to the Village its share of the collections. Taxes levied for expenditures of any year become due and payable in the following year. Real estate taxes are by statute payable in two installments during the year on March 1 and on or about September 1. The first installment equals 55% of the real estate taxes billed in the previous year. After determination of the equalized assessed valuation and calculation of the rates, the difference between the taxes billed on March 1 and the total taxes determined for the year become due on or about September 1.

If an arrearage remains after the second payment is due, a Treasurer's tax sale occurs, usually within six months. Participants in this sale are not purchasing the actual property, but merely the taxes owed. Detailed procedures covering the sale of property for delinquent taxes are prescribed in 35 ILCS 205/238 et seq.

If no tax sale is made, taxes on real estate which are now delinquent for two years or more can be offered for sale at the "Scavenger" sale. The bidding at the scavenger sale is in ascending fixed dollar amounts and the highest bid is in satisfaction of the full amount of all delinquent taxes.

Upon sale of the Bonds an ordinance is filed with the County Clerk in Cook County. In addition to the repayment terms of the Bonds, the ordinance levies the exact amount of taxes that must be collected each tax year to fully pay

principal and interest on the Bonds. A tax rate based on the total equalized assessed valuation is annually established for the Village and taxes are extended and collected in the same manner as described above.

Will County - The Village prepares an itemized budget upon which hearings are held. The Will County Collector, who is also the Will County Treasurer, collects the property taxes and remits the Village's share of the collections to the Village. Taxes levied in one calendar year become payable during the following calendar year in two equal installments, the first on the later of June 1 or 30 days after the mailing of the tax bills and the second on the later of September 1 or 120 days after such mailing. The Village receives tax distributions from Will County in five installments. The first installment is usually in June or July and the last installment occurs no later than November.

At the end of each calendar year, the Will County Collector presents the Warrant Books to the Circuit Court, and applies for a judgment for all unpaid taxes. The Court order resulting from that application for judgment provides for a sale of all property with unpaid taxes shown on that year's Warrant Books. A public sale is held, at which time successful bidders pay the unpaid taxes plus penalties. Unpaid taxes accrue penalties at the rate of 1 1/2% (1% for agricultural property) per month from their due date until the date of sale. Taxpayers can redeem their property by paying the tax buyer the amount paid at the sale, plus a penalty. If no redemption is made within specified time periods based on the type of real estate involved, the tax buyer can receive a deed to the property. In addition, there are miscellaneous statutory provisions for foreclosure of tax liens.

The following table sets forth the Village's tax levy and collections for the last five fiscal years.

Village of Park Forest
Tax Levy and Collections

Levy Year	Collection Year	Total Taxes Extended	Total Collections Amount	Total Collections Percent
2006	2007	$10,736,969	$10,374,792	96.63%
2007	2008	11,511,844	10,896,256	94.65
2008	2009	12,288,123	11,511,144	93.68
2009	2010	13,153,576	12,353,799	93.92
2010	2011	13,937,332	13,656,221	97.98
2011	2012	14,665,899	In the Process of Collection	

Source: The Village

The top ten taxpayers of the Village, their type of business and 2011 Equalized Assessed Value are as follows:

Village of Park Forest
Principal Taxpayers (1)

Taxpayers	2011 Equalized Assessed Valuation	Percent of Total (2)
Norwood Square Shopping Center (3)	$8,024,936	4.86%
Autumn Ridge Ltd Partnership	2,889,734	1.75%
Park Forest ILF & SLF (Victory Center)	2,487,289	1.51%
Kinzie Assets, LLC	2,270,228	1.37%
Park Forest Coop IV	1,910,625	1.16%
Ash Street Cooperative	1,893,826	1.15%
Cedarwood Cooperative	1,745,661	1.06%
Park Forest Coop	1,527,797	0.92%
CVS Pharmacy	1,512,558	0.92%
Metroplex Park Forest (Garden House)	1,330,264	0.81%
Total Ten Largest Taxpayers	$25,592,919	15.49%

(1) Every effort has been made to seek out and report the largest taxpayers. However, some of the taxpayers listed hold multiple parcels and it is possible that some parcels and their valuations have been overlooked.
(2) Based on the Village's 2011 EAV of $165,169,446.
(3) The Village is in the process of acquiring this property.
Source: The Cook County and Will County Clerk's Offices.

OTHER REVENUE

Other revenue includes grants, aid, revenue sharing and other entitlements from Federal and State government. Annually recurring intergovernmental revenue consists primarily of the 1% municipal portion of the retailer's occupation, service occupation and use tax, the Illinois motor vehicle fuel tax, and the Village's share of the State of Illinois 3% income tax.

Sales Tax

The Village receives a portion of the Illinois State sales tax levied in the Village. The following table sets forth the total sales tax receipts of the Village for the fiscal years ended June 30, 2007 through 2011.

Village of Park Forest
Retailer's Occupation, Service Occupation and Use Tax

Fiscal Year Ended June 30	Sales Tax Distributions	Annual Change
2007	$682,566	7.47%
2008	670,036	-1.84
2009	615,553	-8.13
2010	576,938	-6.27
2011	649,933	12.65

Source: The Village

Illinois Motor Vehicle Fuel Tax

The following table sets forth the motor fuel vehicle tax revenue received from the State for the fiscal years ended June 30, 2007 through June 30, 2011.

Village of Park Forest
Illinois Motor Vehicle Fuel Tax

Fiscal Year Ended June 30	Motor Fuel Tax Allocation	Annual Change
2007	$679,256	-0.40%
2008	651,738	-4.05
2009	602,712	-7.52
2010	589,858	-2.13
2011	691,365	17.21

Source: The Village

Illinois State Income Tax

The following table sets forth the Illinois State income tax revenue received for the fiscal years ended June 30, 2007 through June 30, 2011.

Village of Park Forest
Illinois State Income Tax

Fiscal Year Ended June 30	State Income Tax Revenue	Annual Change
2007	$2,050,077	9.98%
2008	2,223,207	8.45
2009	1,982,466	-10.83
2010	1,788,235	-9.80
2011	1,819,373	1.74

Source: The Village

VILLAGE DEBT

Debt Limitations

The Village has no general obligation debt limitation as it is a home rule unit of government under Article VII of the 1970 Illinois Constitution. The Village Board has the option to pass an ordinance to set a debt limit for the amount of general obligation bonds outstanding. As of this date, it has not done so.

Village's Retirement Schedule of Outstanding General Obligation Debt (1)

	Principal Maturities									
Fiscal Year								Less:	Total Maturities	
Ended	Series	Series	Series	Series	Series	Series	Series	Refunded		Cumulative
June 30	1993	1999	2001	2008A	2008B	2012A	2012B	Bonds	Amount	Percent
2013	$121,100	$90,000	$235,000	$485,000	$105,000	$0	$0	$0	$1,036,100	9.5%
2014		100,000	260,000	510,000	110,000	185,000	145,000	(260,000)	1,050,000	19.1%
2015		110,000	290,000	530,000	115,000	195,000	155,000	(290,000)	1,105,000	29.2%
2016		115,000	320,000	550,000	115,000	210,000	170,000	(320,000)	1,160,000	39.9%
2017		125,000	355,000	590,000	125,000	225,000	180,000	(355,000)	1,245,000	51.3%
2018		135,000	390,000	615,000	125,000	240,000	190,000	(390,000)	1,305,000	63.2%
2019		145,000	430,000	675,000		255,000	210,000	(430,000)	1,285,000	75.0%
2020		145,000	470,000	725,000		275,000	220,000	(470,000)	1,365,000	87.5%
2021			280,000				240,000	(280,000)	240,000	89.7%
2022			300,000				255,000	(300,000)	255,000	92.0%
2023			330,000				270,000	(330,000)	270,000	94.5%
2024			360,000				290,000	(360,000)	290,000	97.2%
2025			390,000				310,000	(390,000)	310,000	100.0%
Total	$121,100	$965,000	$4,410,000	$4,680,000	$695,000	$1,585,000	$2,635,000	($4,175,000)	$10,916,100	

(1) Debt information as of the Dated Date of the Bonds. Preliminary, subject to change.
Source: The Village

Detailed Statement of Direct and Overlapping Bonded Indebtedness (1)

	Total Debt Outstanding	Self-Supporting	Net
General Obligation Bonds (2)	$ 10,916,100	$ 0	$ 10,916,100
IEPA Loan	12,982,346	12,982,346	0
Total	$ 23,898,446	$ 12,982,346	$ 10,916,100

Per Capita Direct Bonded Debt (3)	$496.75
Percent of Direct Bonded Debt to 2011 EAV (4)	6.61%
Percent of Direct Debt to estimated 2011 Market Value (5)	2.20%

Overlapping Bonded Debt:	Outstanding Bonds	Percent %	Amount
School Districts			
Rich Township High School District #227	$ 46,730,000 (7)	11.45%	$ 5,350,585
School District #162	41,024,996 (6)	6.65%	2,728,162
School District #163	19,410,000	94.07%	18,258,987
School District #194	3,950,000	2.42%	95,590
School District #201-U	65,768,740 (6)	4.83%	3,176,630
Prairie State Community College #515	12,172,040 (6)	4.52%	550,176
Other than Schools			
Cook County (Includes Forest Preserve District)	3,903,005,000	0.09%	3,512,705
Will County (Includes Forest Preserve District)	163,577,359 (6) (7)	0.17%	278,082
Total Overlapping Bonded Debt:	$ 4,255,638,135		$ 33,950,917

Per Capita Overlapping Debt (3)	$1,544.98
Percent of Overlapping Debt to 2011 EAV (4)	20.56%
Percent of Overlapping Debt to estimated 2011 Market Value (5)	6.85%
Total Direct and Overlapping Bonded Debt:	$44,867,017
Per Capita Direct and Overlapping Debt (3)	$2,041.73
Percent of Direct and Overlapping Debt to 2011 EAV (4)	27.16%
Percent of Direct and Overlapping Debt to estimated 2011 Market Value (5)	9.05%

(1) Debt information for overlapping and direct debt is as of August, 6, 2012 and the dated date of the bonds, respectively.
(2) Includes the Bonds and excludes the Bonds to be Refunded. Preliminary, subject to change.
(3) Based on the Village's 2010 census population of 21,975.
(4) Based on the Village's 2011 EAV of $165,169,446.
(5) Based on the Village's estimated 2011 Market Value of $495,508,338.
(6) Includes original principal amounts of outstanding General Obligation Capital Appreciation Bonds.
(7) Excludes principal amounts of outstanding General Obligation (Alternate Revenue Source) Bonds which are expected to be paid from sources other than general taxation.

Sources: The Village and the Cook and Will County Clerk's Offices.

Debt History

There is no record of default on obligations of the Village.

Short Term Borrowing

The Village does not utilize short-term borrowing.

Future Financing

The Village does not anticipate issuing additional debt in the next twelve months.

LABOR CONTRACTS

The Village has 157 full time employees and approximately 169 part time and seasonal employees. Approximately 34% of the full time employees are represented by labor organizations. The following table illustrates the labor organizations that represent the Village employees, the number of members and the expiration date of the present contracts.

	Membership	Contract Expiration Date
Police Officers and Corporals	32	June 30, 2014
Firefighters and Lieutenants	22	June 30, 2013
Total	54	

Source: The Village

EMPLOYEE RETIREMENT SYSTEMS AND PLANS

Introduction (1)

The Village contributes to three defined benefit pension plans, the Illinois Municipal Retirement Fund (IMRF), a defined benefit agent multiple-employer public employee retirement system; the Police Pension Plan which is a single-employer pension plan; and the Firefighters' Pension Plan which is also a single-employer pension plan. Separate reports are not issued for the Police and Firefighters' Pension Plans. IMRF issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole, but not by individual employer. That report may be obtained by writing to the Illinois Municipal Retirement Fund, 2211 York Road, Suite 500, Oak Brook, Illinois 60523. The benefits, benefits levels, employee contributions, and employer contributions are governed by Illinois Compiled Statutes and can only be amended by the Illinois General Assembly.

Plan Descriptions, Provisions and Funding Policies (1)

Illinois Municipal Retirement System

All employees (other than those covered by the Police and Firefighters' Pension plans) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. IMRF has a two tier plan. Members who first participated in IMRF or an Illinois Reciprocal System prior to January 1, 2011 participate in Tier 1. All other members participate in Tier 2. For Tier 1 participants, pension benefits vest after 8 years of service. Participating members who retire at or after age 60 with 8 years of service are entitled to an annual retirement benefit, payable monthly for life in an amount equal to 1 2/3% of their final rate of earnings (average of the highest 48 consecutive months' earnings during the last 10 years) for credited service up to 15 years and 2% for each year thereafter.

For Tier 2 participants, pension benefits vest after 10 years of service. Participating members who retire at or after age 67 with 10 years of service are entitled to an annual retirement benefit, payable monthly for life in an amount equal to 1 2/3% of their final rate of earnings (average of the highest 96 consecutive months' earnings during the last 10 years, capped at $106,800) for credited service up to 15 years and 2% for each year thereafter. However, an employee's total pension cannot exceed 75% of their final rate of earnings. If an employee retires after 10 years of service between the ages of 62 and 67, and has less than 30 years of service credit, the pension will be reduced by 1/2% for each month that the employee is under the age of 67. If an employee retires after 10 years of service between the ages of 62 and 67, and has between 30 and 35 years of service credit, the pension will be reduced by the lesser of 1/2% for each month that the employee is under the age of 67 or 1/2% for each month of service credit less than 35 years. IMRF also provides death and disability benefits. These benefit provisions and all other requirements are established by Illinois Compiled Statutes.

Participating members are required to contribute 4.50% of their annual salary to IMRF. The Village is required to contribute the remaining amounts necessary to fund the coverage of its own employees in IMRF, as specified by statute. The employer contribution rate for calendar year 2011 used by the Village was 10.52% of annual covered payroll. For calendar year 2010 and 2009, the Village's required contribution rates were 9.56% and 8.69%, respectively.

(1) Source: The Village's Comprehensive Annual Financial Report for the fiscal year ended June 30, 2011. *See "Appendix A – Audited 2011 Basic Financial Statements and Related Notes" for more financial information on the Village as of the fiscal year ended June 30, 2011.*

Plan Descriptions, Provisions and Funding Policies (Continued) (1)

Police Pension Plan

Police sworn personnel are covered by the Police Pension Plan, which is a defined benefit single-employer pension plan. Although this is a single-employer pension plan, the defined benefits and employee and employer contribution levels are governed by Illinois State Statutes (Chapter 40 ILCS 5/3) and may be amended only by the Illinois legislature. The Village accounts for the plan as a pension trust fund.

As of June 30, 2011, the Plan membership consisted of:

Retirees and beneficiaries currently receiving benefits and terminated employees entitled to benefits but not yet receiving them	35
Current Employees	
Vested	23
Nonvested	18
	76

The following is a summary of the Police Pension Fund as provided for in Illinois Compiled Statutes.

The police pension fund provides retirement benefits as well as death and disability benefits. Participants attaining the age of 50 or more with 20 or more years of creditable service are entitled to receive an annual retirement benefit of one half of the salary attached to the rank on the last day of service, or for one year prior to the last day, whichever is greater. The pension shall be increased by 2.5% of such salary for each additional year of service over 20 years up to 30 years to a maximum of 75% of such salary. Employees with at least 8 years but less than 20 years of credited service may retire at or after age 60 and receive a reduced retirement benefit. The monthly pension of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and paid upon reaching at least the age 55, by 3% of the original pension and 3% compounded annually thereafter.

For Employees hired after January 1, 2011, the Normal Retirement age is attainment of age 55 and completion of 10 years of service; Early Retirement age is attainment of age 50, completion of 10 years of service and the Early Retirement Factor is 6% per year; the Employee's Accrued Benefit is based on the Employee's final 8- year average salary not to exceed $106,800 (as indexed); Cost-of-living adjustments are simple increases (not compounded) of the lesser of 3% or 50% of CPI beginning the later of the anniversary date and age 60; Surviving Spouse's Benefits are 66 2/3% of the Employee's benefit at the time of death.

Covered employees are required to contribute 9.91 % of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plans as actuarially determined by an enrolled actuary. Beginning in 2011, the Village's contributions must accumulate to the point where the past service cost for the Police Pension Plan is fully funded by the year 2041.

Firefighters' Pension Plan

Fire sworn personnel are covered by the Firefighters' Pension Plan. Although this is a single-employer pension plan, the defined benefits and employee contribution levels are governed by Illinois State Statutes (Chapter 40 ILCS 5/4) and may be amended only by the Illinois legislature. The Village accounts for the plan as a pension trust fund.

(1) *Source: The Village's Comprehensive Annual Financial Report for the fiscal year ended June 30,* 2011. *See "Appendix A – Audited 2011 Basic Financial Statements and Related Notes" for more financial information on the Village as of the fiscal year ended June 30, 2011.*

Plan Descriptions, Provisions and Funding Policies (Continued) (1)

Firefighters Pension Plan (Continued)

As of June 30, 2011, the Plan membership consisted of:

Retirees and beneficiaries currently receiving benefits and terminated employees entitled to benefits but not yet receiving them	22
Current Employees	
Vested	14
Nonvested	10
	46

The following is a summary of the Firefighters' Pension Fund as provided for in Illinois Compiled Statutes.

The Firefighters' Pension Plan provides retirement benefits as well as death and disability benefits. Participants attaining the age of 50 or more with 20 or more years of creditable service are entitled to receive a monthly retirement benefit of one half of the salary attached to the rank held in the fire service at the date of retirement. The monthly pension shall be increased by 2.5% of such salary for each additional year of service over 20 years of service through 30 years of service to a maximum of 75% of such salary. Employees with at least 10 years but less than 20 years of creditable service may retire at or after age 60 and receive a reduced retirement benefit. The monthly pension of a firefighter who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and paid upon reaching at least the age 55, by 3% of the original pension and 3% compounded annually thereafter.

For Employees hired after January 1, 2011, the annual retirement benefit is 2.5% of final average salary for each year of service up to 30 years, to a maximum of 75% of such salary, the Normal Retirement age is attainment of age 55 and completion of 10 years of service; Early Retirement age is attainment of age 50, completion of 10 years of service and the Early Retirement Factor is 6% per year; the Employee's Accrued Benefit is based on the Employee's final8-year average salary not to exceed $106,800 (as indexed); Cost-of living adjustments are simple increases (not compounded) of the lesser of 3% or 50% of CPI beginning the later of the anniversary date and age 60; Surviving Spouse's Benefits are 66 2/3% of the Employee's benefit at the time of death. Participants contribute a fixed percentage of their base salary to the plans. At June 30, 2011, the contribution percentage was 9.455%. If a participant leaves covered employment with less than 20 years of service, accumulated participant contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plans as actuarially determined by an enrolled actuary. Beginning in 2011, the Village's contributions must accumulate to the point where the past service cost for the Firefighters' Pension Plan is fully funded by the year 2041.

Summary of Significant Accounting Policies (1)

Basis of Accounting.

The financial statements of the pension funds are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which contributions are due. The Village's contributions are recognized when due and a formal commitment to provide the contributions are made. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. The costs of administering the plan are financed by contributions made and income earned from investments.

Methods Used to Value Investments.

Investments are reported at fair value. Short-term investments are reported at cost, which approximates fair value. Fixed-income and equity securities are valued at the last reported trade date on national markets. Investments that do not have any established market, if any, are reported at estimated fair value.

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(1) Source: The Village's Comprehensive Annual Financial Report for the fiscal year ended June 30, 2011. *See "Appendix A – Audited 2011 Basic Financial Statements and Related Notes" for more financial information on the Village as of the fiscal year ended June 30, 2011.*

Annual Pension Cost and Net Pension Obligation (1)

The following is the Net Pension Obligation calculation from the June 30, 2011 actuarial reports for the Police and Firefighters' Pension Plans:

	Police Pension	Firefighters' Pension	Total
Annual required contributions	$ 970,566	$ 698,452	$ 1,669,018
Interest on net pension obligation	(3,813)	418	(3,395)
Adjustment to annual required contribution	2,605	(286)	2,319
Annual pension cost	969,358	698,584	1,667,942
Annual contributions made	1,000,943	732,976	1,733,919
Increase (decrease) in net pension obligation	(31,585)	(34,392)	(65,977)
Net pension obligation (asset), beginning of year	(50,846)	5,579	(45,267)
Net pension obligation (asset), end of year	$ (82,431)	$ (28,813)	$ (111,244)

The Village's annual required contribution for the current year and related information for each plan is as follows:

	Illinois Municipal Retirement	Police Pension	Firefighters' Pension
Contribution Rates			
Employer	9.56%	33.33%	39.515%
Employee	4.50%	9.91%	9.455%
Annual Required Contribution (ARC)	$771,751	$970,566	$698,452
Contributions Made	$609,243	$1,000,943	$732,976
Actuarial Valuation Date	12/31/2010	6/30/2011	6/30/2011
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal
Amortization Method	Level % of Projected Payroll Closed Basis	Level % of Projected Payroll Closed Basis	Level % of Projected Payroll Closed Basis
Remaining Amortization Period	30 Years	30 Years	30 Years
Asset Valuation Method	5-Year Smoothed Market	3-Year Smoothed Market	3-Year Smoothed Market
Actuarial Assumptions			
Investment Rate of Return	7.50% Compounded Annually	7.0% Compounded Annually	7.0% Compounded Annually
Projected Salary Increases	.4 to 10.0%	5.50%	5.50%
Inflation Rate Included	4.00%	3.00%	3.00%
Cost-of-Living Adjustments	3.00%	3.00%	3.00%

(1) *Source: The Village's Comprehensive Annual Financial Report for the fiscal year ended June 30,* 2011. *See "Appendix A – Audited 2011 Basic Financial Statements and Related Notes" for more financial information on the Village as of the fiscal year ended June 30, 2011.*

Trend Information (1)

Employer annual pension cost (APC), actual contributions and the net pension obligation (NPO) are as follows. The NPO is the cumulative difference between the APC and the contributions actually made:

	Year	Illinois Municipal Retirement	Police Pension	Firefighters' Pension
Annual Pension Cost (APC)	2009	$548,928	$732,752	$564,092
	2010	581,908	827,722	600,223
	2011	771,751	969,358	698,584
Actual Contributions	2009	548,928	739,740	585,453
	2010	581,908	873,889	646,941
	2011	609,243	1,000,943	732,976
Percentage of APC Contributed	2009	100.00%	100.90%	103.40%
	2010	100.00%	105.60%	107.80%
	2011	78.94%	103.26%	104.90%
Net Pension Obligation (Asset)	2009	-	(4,679)	52,297
	2010	-	(50,846)	5,579
	2011	162,508	(82,431)	(28,813)

Funded Status and Funding Progress (1)

The Village's actuarial value of plan assets for the current year and related information is as follows:

	Illinois Municipal Retirement	Police Pension	Firefighters' Pension
Actuarial Valuation Date	12/31/2010	6/30/2011	6/30/2011
Actuarial Valuation of Assets (a)	$12,305,910	$18,237,495	$9,880,601
Actuarial Accrued Liability (AAL) – Entry Age (b)	$17,890,614	$31,771,323	$18,862,833
Unfunded AAL (UAAL) (b-a)	$5,584,704	$13,533,828	$8,982,232
Funded Ratio (a/b)	68.78%	57.40%	52.38%
Covered Payroll (c)	$6,372,839	$3,003,244	$1,854,945
UAAL as a percentage of Covered Payroll ((b-a)/c)	87.63%	450.64%	484.23%

(1) *Source: The Village's Comprehensive Annual Financial Report for the fiscal year ended June 30,* 2011. *See "Appendix A – Audited 2011 Basic Financial Statements and Related Notes" for more financial information on the Village as of the fiscal year ended June 30, 2011.*

Retiree Health Plan (1)

The Village administers a single-employer defined benefit healthcare plan ("the Retiree Health Plan"). The plan provides access to health insurance for eligible retirees and their spouses through the Village's group health insurance plan, which covers both active and retired members. A retiree is eligible to receive benefits if they fall into anyone of four categories. IMRF participants hired before January 1, 2011 are eligible at age 55 with at least 8 years of service, or if they are totally and permanently disabled. IMRF participants hired after January 1, 2011 are eligible at age 62 with at least 10 years of service, or if they are totally and permanently disabled. Police officers and firefighters are eligible at age 50 with 20 years of service, or if they are medically disabled and unable to perform the duties as a police officer or firefighter. Police officers are eligible for a reduced benefit at age 60 with at least 10 years of service, but less than 20 years. Police officers and firefighters that terminate with a vested benefit are eligible for post-retirement healthcare benefits commencing at the time of separation. Spouses and dependents of retirees are eligible to continue healthcare coverage while the retiree is alive if they were enrolled at the time of retirement. Surviving spouses of employees are eligible for COBRA coverage. Surviving spouses and dependent children of police officers and firefighters that were injured in the line of duty, during an emergency, and surviving spouses of all retirees are eligible to continue healthcare coverage. Retirees, spouses, and dependents opting out of the retiree health program cannot re-enter into the program. There is no separate audited plan report available.

Contribution requirements are established through personnel policy guidelines and may be amended by the action of the governing body. The Village makes the same monthly health insurance contribution on behalf of the retiree as it makes on behalf of all other active employees during that year. Plan members receiving benefits contribute 100 percent of their premium costs. The Village pays 100% of the healthcare premiums for police officers and firefighters, their dependents and their surviving spouses and dependent children if they were injured or killed in the line of duty during an emergency. Healthcare premiums for surviving spouses are payable by the Village until remarriage.

The Village's annual other postemployment benefit (OPEB) cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. The following table shows the components of the Village's annual OPEB cost for the year, the amount actually contributed to plan, and changes in the Village's net OPEB obligation to the Retiree Health Plan:

Annual required contribution	$240,081
Interest on net OPEB obligation	8,008
Adjustment to annual required contribution	(5,338)
Annual OPEB cost	242,751
Contributions made	(114,587)
Increase in net OPEB obligation (asset)	128,164
Net OPEB Obligation (Asset) – Beginning of Year	288,314
Net OPEB Obligation (Asset) – End of Year	$416,478

The Village's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation are as follows:

Fiscal Year Ended	Annual OPEB Cost	Percent of Annual OPEB Cost Contributed	Net OPEB Obligation
2011	$242,751	47.20%	$416,478
2010	242,751	47.20%	288,314
2009	242,407	33.90%	160,150

(1) *Source: The Village's Comprehensive Annual Financial Report for the fiscal year ended June 30,* 2011. *See "Appendix A – Audited 2011 Basic Financial Statements and Related Notes" for more financial information on the Village as of the fiscal year ended June 30, 2011.*

Retiree Health Plan (Continued) (1)

The funded status of the plan as of June 30, 2010, the most recent actuarial valuation date, was as follows:

Actuarial Accrued Liability (AAL)	$5,223,784
Acturarial value of plan assets	-
Unfunded AAL (UAAL)	$5,223,784
Funded Ratio (actuarial value of plan assets/AAL)	-%
Covered Payroll (active plan members)	$10,384,743
UAAL as a percentage of Covered Payroll	50.30%

Actuarial valuations of an ongoing plan involve estimates for the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and includes the types of benefits provided at the time of each valuation and the historical pattern of sharing benefit costs between the employer and plan members to that point. The methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the June 30, 2010 actuarial valuation, the entry age actuarial cost method was used. The actuarial assumptions include a 5.00 percent investment rate of return and an annual healthcare cost trend rate of 8.00 percent initially, reduced by decrements to an ultimate rate of 6.00 percent. Both rates include a 3.00 percent inflation assumption. The actuarial value of Retiree Health Plan assets was determined using techniques that spread the effects of short-term volatility in the market value of investments over a three-year period. The plan's unfunded actuarial accrued liability is being amortized as a level percentage of projected payroll on an open basis. The amortization period at June 30, 2010, was 30 years.

(1) *Source: The Village's Comprehensive Annual Financial Report for the fiscal year ended June 30,* 2011. *See "Appendix A – Audited 2011 Basic Financial Statements and Related Notes" for more financial information on the Village as of the fiscal year ended June 30, 2011.*

SUMMARY OF HISTORICAL FINANCIAL OPERATIONS

Village of Park Forest
General Fund - Balance Sheet
Fiscal Years Ended June 30, 2009 Through 2011

	2009	2010	2011
Assets:			
Cash and investments	$ 6,673,337	$ 10,481,712	$ 11,107,401
Receivables (net allowance for uncollectibles)			
Accounts	293,255	540,837	525,058
Property taxes	5,534,201	5,651,142	5,943,257
Other taxes	417,662	393,157	411,253
Intergovernmental	410,012	1,048,575	856,520
Accrued interest	0	17,529	14,210
Inventories	3,157	4,880	7,333
Prepaid items	714,584	740,781	501,602
Deposit	393,800	393,800	393,800
Due from other funds	138,349	253,184	217,679
Due from other governments	1,590	14,947	43,076
Land held for resale	676,764	698,970	698,970
Total Assets	$ 15,256,711	$ 20,239,514	$ 20,720,159
Liabilities and fund balances			
Liabilities:			
Accounts payable	$ 264,855	$ 487,868	$ 443,340
Accrued payroll	480,898	551,153	615,432
Deposits payable	6,000	26,741	1,000
Other payables	186,962	210,517	195,853
Due to other funds	-	-	-
Due to other governments	80,463	5,980	31,873
Deferred revenue	5,264,713	5,494,423	5,690,708
Total Liabilities	6,283,891	6,776,682	6,978,206
Fund Balance:			
Non-Spendable	0	1,588,431	1,351,705
Restricted	2,621,295	1,107,006	1,074,133
Committed	0	43,673	56,169
Assigned	400,000	4,323,092	3,930,905
Unassigned	5,951,525	6,400,630	7,329,041
Total Fund Balance	8,972,820	13,462,832	13,741,953
Total Liabilities and Fund Balance	$ 15,256,711	$ 20,239,514	$ 20,720,159

Source: The Village's Comprehensive Annual Financial Report for the fiscal years 2009, 2010 and 2011.

Village of Park Forest
General Fund - Statement of Revenues, Expenses and Changes in Fund Balances
Fiscal Years Ended June 30, 2009 Through 2011

	2009	2010	2011
Revenues:			
Property taxes	$ 8,957,458	$ 9,562,249	$ 10,797,047
Other taxes	2,487,570	2,229,461	2,228,223
Licenses, permits and fees	937,604	1,094,714	1,050,641
Intergovernmental	2,284,947	2,014,200	2,143,825
Charges for services	1,597,654	1,651,808	1,707,816
Fines and forfeitures	425,126	767,619	448,918
Interest income	98,932	29,889	129,680
Miscellaneous	492,642	4,982,269	480,716
Total Revenues	17,281,933	22,332,209	18,986,866
Expenditures:			
Current:			
General government	3,064,459	3,190,843	3,145,979
Law enforcement	6,187,799	6,691,616	6,998,883
Fire and emergency	3,219,267	3,382,641	3,599,718
Public health	753,528	793,854	776,930
Recreation and parks	2,244,024	2,073,007	2,106,956
Public works	984,367	901,377	801,361
Streets and transportation	0	0	0
Community development	532,870	498,022	477,276
Economic development	399,360	455,691	512,273
Debt Service			
Principal	0	0	0
Interest	0	0	0
Capital outlay	285,448	229,061	73,862
Total Expenditures	17,671,122	18,216,112	18,493,238
Excess (deficiency) of Revenues Over (Under) Expenditures	(389,189)	4,116,097	493,628
Other financing sources (uses):			
Transfers in	836,176	1,827,442	905,020
Transfers (out)	(1,560,288)	(1,453,527)	(1,119,527)
Total other financing sources (uses)	(724,112)	373,915	(214,507)
Change in fund balance	(1,113,301)	4,490,012	279,121
Fund balance – beginning of year	10,086,121	8,972,820	13,462,832
Fund balance – end of year	$ 8,972,820	$ 13,462,832	$ 13,741,953

Source: The Village's Comprehensive Annual Financial Report for the fiscal years 2009, 2010 and 2011.

ECONOMIC PROFILE

Employment

The following table sets forth the rates of unemployment for the Village, the Counties, the State and the United States for the last five years.

Comparative Unemployment Rates

Year	Village of Park Forest	Cook County	Will County	State of Illinois	United States
2008	7.2	6.4	6.1	6.4	5.8
2009	11.3	10.4	10.2	10.0	9.3
2010	11.7	10.8	10.7	10.5	9.6
2011	11.5	10.4	10.1	9.8	8.9
2012(1)	9.7	9.0	8.8	8.4	7.9

(1) As of May 2012
Source: Illinois Department of Employment Security, Department of Economic Information and Analysis

According to the 2006-2010 American Community Survey 5-year estimates, Village residents have a wide variety of occupations. The following table categorizes occupations for the employed residents 16 years of age and older for the Village, Lake County, Cook County, and the State of Illinois.

Occupational Categories

Occupational Category	Village of Park Forest	Cook County	Will County	State of Illinois
Management, professional, and related occupations	34.3%	36.8%	35.6%	35.6%
Service occupations	19.1	17.0	14.4	16.3
Sales and office occupations	30.3	25.7	26.8	25.8
Construction, extraction, and maintenance occupations	5.4	6.9	9.7	8.1
Production, transportation, and material moving occupations	10.8	13.6	13.4	14.1

Source: U.S. Census Bureau, 2006-2010 American Community Survey 5-year estimates.

According to the 2006-2010 American Community Survey 5-year estimates, Village residents work in a variety of industries. The following table categorizes the industries that the residents (16 years of age and older) are employed by for the Village.

Village of Park Forest
Industry Category

Industry Category	Village of Park Forest	Percent
Agriculture, forestry, fishing and hunting, and mining	0	0.0%
Construction	394	3.8
Manufacturing	729	7.1
Wholesale trade	191	1.9
Retail trade	1,238	12.1
Transportation and warehousing, and utilities	794	7.7
Information	172	1.7
Finance, insurance, real estate, and rental and leasing	777	7.6
Professional, scientific, management, administrative, and waste management services	1,013	9.9
Educational, health and social services	3,303	32.2
Arts, entertainment, recreation, accommodation and food services	687	6.7
Other services (except public administration)	496	4.8
Public administration	479	4.7
Total	10,273	100.0%

Source: U.S. Census Bureau, 2006-2010 American Community Survey 5-year estimates.

The following table sets forth the major employers in the Village by the products manufactured or services performed and the approximate number of employees.

Village of Park Forest
Representative Large Employers

Company	Business Product	Employees
Ludeman Center	State Facility	753
School District #163	Education	294
Village of Park Forest	Government	271
Continental/Midland LLC	Specialty Fasteners for Auto and Industrial Market	215
High School District #227	Education	153
School District #162	Education	139
Aunt Martha's	Youth Center	76
Imageworks Manufacturing	Printing	55
Victory Center of Park Forest	Assisted Living Community	43
Star Disposal Service	Garbage Disposal Service	40

Sources: Phone canvass of employers, Illinois Manufacturers and Services Directories, Harris Illinois Industrial Directory

Education

The educational background of Village residents as compared to the Counties and the State of Illinois is illustrated in the following table:

Education Levels For Persons 25 Years of Age And Older

	Village of Park Forest	Cook County	Will County	State of Illinois
Less than 9th grade	5.0%	8.2%	4.1%	6.0%
9th or 12th grade, no diploma	7.4	8.6	5.9	7.8
High school graduate	27.2	24.9	28.1	27.9
Some college, no degree	27.5	19.0	23.2	20.8
Associate degree	8.6	6.2	8.0	7.3
Bachelor's degree	13.4	20.1	20.1	18.9
Graduate or professional degree	11.0	13.1	10.6	11.4
Percent high school graduate or higher	87.6	83.2	90.0	86.2
Percent bachelor's degree or higher	24.4	33.2	30.7	30.3

Source: U.S. Census Bureau, 2006-2010 American Community Survey 5-year estimates.

Estimated Retail Sales

The following table reflects the breakdown of retail sales according to major purchase categories for the Village, the Counties and the State for the year ended 2011.

2011 Comparative Retail Sales By Classification

	Village of Park Forest		Cook County		Will County		State of Illinois	
	Retail Sales	Percent of Total	Retail Sales	Percent of Total	Retail Sales	Percent of Total	Retail Sales	Percent of Total
General Merchandise	$0	0.00%	$6,172,528,274	10.62%	$943,797,936	12.61%	$18,245,583,249	11.75%
Food	4,154,597	12.76%	8,214,230,477	14.14%	830,557,292	11.09%	19,788,183,764	12.74%
Drinking and Eating Places	2,086,852	6.41%	9,136,908,371	15.73%	726,203,159	9.70%	18,296,970,406	11.78%
Apparel	77,795	0.24%	3,524,800,015	6.07%	240,259,012	3.21%	7,805,409,758	5.03%
Furniture and Radio	14,558	0.04%	2,903,998,199	5.00%	357,289,092	4.77%	7,008,638,077	4.51%
Lumber and Building Hardware	518,157	1.59%	2,324,070,329	4.00%	462,616,891	6.18%	7,481,490,406	4.82%
Automotive and Gas Stations	7,930,527	24.37%	10,838,712,970	18.65%	1,785,892,718	23.86%	33,851,182,845	21.80%
Drugs and Miscellaneous Retail	11,361,612	34.91%	8,917,204,070	15.35%	1,146,920,778	15.32%	23,107,259,993	14.88%
Agriculture and All Others	4,254,478	13.07%	5,042,731,005	8.68%	832,965,623	11.13%	16,738,033,660	10.78%
Manufacturers	204,183	0.63%	1,026,880,147	1.77%	159,861,187	2.14%	2,975,527,471	1.92%
Totals	$32,548,757	100.00%	$58,102,063,857	100.00%	$7,486,363,688	100.00%	$155,298,279,629	100.00%

Source: Illinois Department of Revenue

Housing and Construction

A history of building permits in the Village for the last five calendar years is as follows:

Building Permits

	Residential		Commercial	
Year	Number of Units	Value	Number of Units	Value
2007	506	$ 3,980,966	105	$ 4,784,915
2008	570	2,358,330	79	3,282,064
2009	583	2,267,900	92	5,314,120
2010	681	3,270,345	98	5,015,207
2011	503	1,887,503	115	3,158,528

Source: The Village

Selected home value data derived from the 2006-2010 American Community Survey 5-year estimates relative to values of owner-occupied housing units in the Village, Cook County, Will County, and the State of Illinois are as follows:

Home Values

Value of Specified Owner-Occupied Units	Village of Park Forest	Cook County	Will County	State of Illinois
Under 50,000	23.5%	2.5%	2.1%	6.5%
$50,000 to $99,999	17.0	4.4	3.0	13.7
$100,000 to $149,999	39.0	9.4	9.9	13.8
$150,000 to $199,999	15.5	14.8	19.2	15.3
$200,000 to $299,999	3.1	26.8	33.0	21.9
$300,000 or more	0.7	42.0	25.4	28.7

Source: U.S. Census Bureau, 2006-2010 American Community Survey 5-year estimates.

Income

The following table sets forth the household income by category derived from the 2006-2010 American Community Survey 5-year estimates for the Village, Cook County, Will County, and the State of Illinois.

Household Income

Household Income	Village of Park Forest	Cook County	Will County	State of Illinois
Under $10,000	7.2%	8.1%	3.1%	6.9%
$10,000 to $14,999	5.0	5.0	2.5	4.8
$15,000 to $24,999	12.8	10.5	6.3	10.1
$25,000 to $34,999	10.3	9.6	7.2	9.7
$35,000 to $49,999	17.6	13.3	11.0	13.5
$50,000 to $74,999	22.0	18.0	19.2	18.8
$75,000 to $99,999	14.4	12.4	17.3	13.2
$100,000 to $149,999	7.9	12.9	20.5	13.5
$150,000 to $199,999	2.4	4.8	7.9	4.8
$200,000 or more	0.3	5.3	5.0	4.7
Median household income	$48,291	$53,942	$75,906	$55,735

Source: U.S. Census Bureau, 2006-2010 American Community Survey 5-year estimates.

BOND RATING

Moody's Investors Service has assigned its rating of "___" to the Bonds. There is no assurance that such rating will prevail for any given period of time or that they will not be revised downward or withdrawn entirely by such rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds. Any rating assigned represents only the view of the rating agency. The definitions furnished by the rating agency for its rating may be obtained from the rating agency.

TAX EXEMPTION

Federal tax law contains a number of requirements and restrictions which apply to the Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Village has covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to the Village's compliance with the above-referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes, and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but interest on the Bonds is taken into account, however, in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

In rendering its opinion, Bond Counsel will rely upon certifications of the Village with respect to certain material facts within the Village's. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

The Internal Revenue Code of 1986, as amended, (the "Code") includes provisions for an alternative minimum tax ("AMT") for corporations in addition to the corporate regular tax in certain cases. The AMT, if any, depends upon the corporation's alternative minimum taxable income ("AMTI"), which is the corporation's taxable income with certain adjustments. One of the adjustment items used in computing the AMTI of a corporation (with certain exceptions) is an amount equal to 75% of the excess of such corporation's "adjusted current earnings" over an amount equal to its AMTI (before such adjustment item and the alternative tax net operating loss deduction). "Adjusted current earnings" would include certain tax-exempt interest, including interest on the Bonds.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price (the "Issue Price") for each maturity of the Bonds is the price at which a substantial amount of such maturity of the Bonds is first sold to the public. The Issue Price of a maturity of the Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on the inside cover page hereof.

If the Issue Price of a maturity of the Bonds is less than the principal amount payable at maturity, the difference between the Issue Price of each such maturity, if any, of the Bonds (the "OID Bonds") and the principal amount payable at maturity is original issue discount.

For an investor who purchases an OID Bond in the initial public offering at the Issue Price for such maturity and who holds such OID Bond to its stated maturity, subject to the condition that the Village complies with the covenants discussed above, (a) the full amount of original issue discount with respect to such OID Bond constitutes interest which is excludable from the gross income of the owner thereof for federal income tax purposes; (b) such owner will not realize taxable capital gain or market discount upon payment of such OID Bond at its stated maturity; (c) such original issue discount is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but is taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations under the Code, as described above; and (d) the accretion of original issue discount in each year may result in an alternative minimum tax liability for corporations or certain other collateral federal income tax consequences in each year even though a corresponding cash payment may not be received until a later year. Based upon the stated position of the Illinois Department of Revenue under Illinois income tax law, accreted original issue discount on such OID Bonds is

subject to taxation as it accretes, even though there may not be a corresponding cash payment until a later year. Owners of OID Bonds should consult their own tax advisors with respect to the state and local tax consequences of original issue discount on such OID Bonds.

Owners of Bonds who dispose of Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Bonds in the initial public offering, but at a price different from the Issue Price or purchase Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Bond is purchased at any time for a price that is less than the Bond's stated redemption price at maturity or, in the case of an OID Bond, its Issue Price plus accreted original issue discount (the "Revised Issue Price"), the purchaser will be treated as having purchased a Bond with market discount subject to the market discount rules of the Code (unless a statutory de minimis rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. Such treatment would apply to any purchaser who purchases an OID Bond for a price that is less than its Revised Issue Price. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Bonds.

An investor may purchase a Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Bond. Investors who purchase a Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Bond.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the Village as a taxpayer and the Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Interest on the Bonds is not exempt from present State of Illinois income taxes. Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

QUALIFIED TAX-EXEMPT OBLIGATIONS

Subject to the Village's compliance with certain covenants, in the opinion of Bond Counsel, the Bonds are "qualified tax-exempt obligations" under the small issuer exception provided under Section 265(b)(3) of the Code, which affords banks and certain other financial institutions more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code.

CERTAIN LEGAL MATTERS

Certain legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois, as Bond Counsel (the "Bond Counsel") who has been retained by, and acts as, Bond Counsel to the Village. Bond Counsel has not been retained or consulted on disclosure matters and has not undertaken to review or verify the accuracy, completeness or sufficiency of this Official Statement or other offering material relating to the Bonds and assumes no responsibility for the statements or information contained in or incorporated by reference in this Official Statement, except that in its capacity as Bond Counsel, Chapman and Cutler LLP has, at the request of the Village reviewed only those portions of the Official Statement involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax exemption of interest on the Bonds and the "bank qualified" status of the Bonds, if any. This review was undertaken solely at the request of the Village and did not include any obligation to establish or confirm factual matters set forth herein.

CONTINUING DISCLOSURE

The Village will enter into a Continuing Disclosure Undertaking (the "Undertaking") for the benefit of the beneficial owners of the Bonds to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board (the "MSRB") pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "Rule") under the Securities Exchange Act of 1934. The information to be provided on an annual basis pursuant to the Undertaking, the types of events which will be noticed on an occurrence basis and a summary of other terms of the Undertaking, including termination, amendment and remedies, are set forth below under "The Undertaking."

A failure by the Village to comply with the Undertaking will not constitute a default under the Bond Resolution and beneficial owners of the Bonds are limited to the remedies described in the Undertaking. See "The Undertaking—Consequences of Failure of the Village to Provide Information." A failure by the Village to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

The Village failed to file its Annual Financial Information and Audited Financial Statements, as defined below, to the Municipal Securities Rulemaking Board (MSRB) Electronic Municipal Market Access System (EMMA) for the fiscal years ended June 30, 2009 through June 30, 2011 within the time periods specified in a prior continuing disclosure undertaking. As of the date of this Official Statement, the Village has filed such Annual Financial Information and Audited Financial Statements to EMMA. The Village is establishing procedures to ensure that such information will be filed in a timely manner in the future.

Bond Counsel expresses no opinion as to whether the Undertaking complies with the requirements of Section (b)(5) of the Rule.

THE UNDERTAKING

The following is a brief summary of certain provisions of the Undertaking of the Village and does not purport to be complete. The statements made under this caption are subject to the detailed provisions of the Undertaking, a copy of which is available upon request from the Village.

Annual Financial Information Disclosure

The Village covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements, if any (as described below) annually to the MSRB in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. The Village is required to deliver such information within 210 days after the last day of the Village's fiscal year (currently June 30). MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

"Annual Financial Information" means the financial information and operating data consistent with the information contained in the Official Statement under the sections: "REAL PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION PROCEDURES" and "VILLAGE DEBT" (excluding Overlapping Debt).

"Audited Financial Statements" means the combined financial statements of the Village prepared in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States.

Reportable Events Disclosure

The Village covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to the MSRB in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission or the State at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. The "Events" are:

- Principal and interest payment delinquencies
- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers, or their failure to perform
- Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
- Modifications to the rights of security holders, if material
- Bond calls, if material, and tender offers
- Defeasances
- Release, substitution or sale of property securing repayment of the securities, if material
- Rating changes
- Bankruptcy, insolvency, receivership or similar event of the Issuer*
- The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
- Appointment of a successor or additional trustee or the change of name of a trustee, if material

Consequences of Failure of the Village to Provide Information

The Village shall give notice in a timely manner to the MSRB of any failure to provide disclosure of Annual Financial Information and Audited Financial Statements when the same are due under the Undertaking.

In the event of a failure of the Village to comply with any provision of the Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order to cause the Village to comply with its obligations under the Undertaking. A default under the Undertaking shall not be deemed a default under the Ordinance, and the sole remedy under the Undertaking in the event of any failure of the Village to comply with the Undertaking shall be an action to compel performance.

Amendment; Waiver

Notwithstanding any other provision of the Undertaking, the Village by resolution authorizing such amendment or waiver, may amend the Undertaking, and any provision of the Undertaking may be waived, if:

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* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(a)(i) The amendment or the waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including, without limitation, pursuant to a "no-action" letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the Village, or type of business conducted; or

(ii) The Undertaking, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the Village (such as Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority approves or requires Annual Financial Information or notices of a Reportable Event to be filed with a central post office, governmental agency or similar entity other than the MSRB or in lieu of the MSRB, the Village shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending the Undertaking.

Termination of Undertaking

The Undertaking shall be terminated if the Village shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Ordinance. The Village shall give notice to the MSRB in a timely manner if this paragraph is applicable.

Additional Information

Nothing in the Undertaking shall be deemed to prevent the Village from disseminating any other information, using the means of dissemination set forth in the Undertaking or any other means of communication, or including any other information in any Annual Financial Information or Audited Financial Statements or notice of occurrence of a Reportable Event, in addition to that which is required by the Undertaking. If the Village chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by the Undertaking, the Village shall have no obligation under the Undertaking to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

Dissemination of Information; Dissemination Agent

When filings are required to be made with the MSRB in accordance with the Undertaking, such filings are required to be made through its Electronic Municipal Market Access (EMMA) system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

The Village may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

LITIGATION

There is no controversy or litigation of any nature now pending against the Village, or to the knowledge of its officers, threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the Village taken with respect to the issuance or sale thereof, or the pledge or application or any moneys or security provided for the payment of the Bonds or the existence of the Village or any of its powers, or the use of the proceeds of the Bonds.

There is no other controversy of any nature now pending against the Village, or to the knowledge of its officers, threatened, which, if successful, would materially adversely affect the operations or financial condition of the Village.

UNDERWRITING

Robert W. Baird & Co. (the "Underwriter"), has agreed to purchase the 2012A Bonds from the Village pursuant to a bond purchase agreement (the "Bond Purchase Agreement") at an aggregate purchase price of $_____ ($_____ plus a reoffering premium of $_____ and less an underwriter's discount of $_____). The Underwriter is committed to take and pay for all of the 2012A Bonds if any are taken. The 2012A Bonds are being offered for sale to the public at the prices shown on the inside cover of this Official Statement. The Underwriter may offer and sell the 2012A Bonds to certain

dealers (including dealers depositing 2012A Bonds into investment trusts) and others at prices lower than the public offering prices stated on the inside cover page hereof, which may be changed after the initial offering by the Underwriter.

Robert W. Baird & Co. (the "Underwriter"), has agreed to purchase the 2012B Bonds from the Village pursuant to a bond purchase agreement (the "Bond Purchase Agreement") at an aggregate purchase price of $_____ ($_____ plus a reoffering premium of $_____ and less an underwriter's discount of $_____). The Underwriter is committed to take and pay for all of the 2012B Bonds if any are taken. The 2012B Bonds are being offered for sale to the public at the prices shown on the inside cover of this Official Statement. The Underwriter may offer and sell the 2012B Bonds to certain dealers (including dealers depositing 2012B Bonds into investment trusts) and others at prices lower than the public offering prices stated on the inside cover page hereof, which may be changed after the initial offering by the Underwriter.

MISCELLANEOUS

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Bond Counsel has not participated in the preparation of this Official Statement and will not pass on its accuracy, completeness or sufficiency. Bond Counsel has not examined or attempted to examine or verify any of the financial or statistical statements or data contained in this Official Statement, and will express no opinion with respect thereto. The execution and delivery of this Official Statement by its Mayor has been duly authorized by the Village.

In accordance with SEC Rule 15c2-12, the Preliminary Official Statement is deemed Final.

OFFICIAL STATEMENT AUTHORIZATION

The Village will provide to the Underwriter at the time of delivery of the Bonds, a certificate confirming to the Underwriter that, to the best of its knowledge and belief, the Official Statement with respect to the Bonds, together with any supplements thereto at the time of delivery of the Bonds, was true and correct in all material respects and did not at any time contain any untrue statement of a material fact or omit to state a material fact required to be stated, where necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

This Official Statement has been duly executed and delivered by the Village.

Village of Park Forest, Cook and Will Counties, Illinois

By: /s/_____
Its: Mayor

Appendix A

Village of Park Forest

BASIC FINANCIAL STATEMENTS AND RELATED NOTES

Fiscal Year Ended June 30, 2011

This Appendix contains the Independent Auditor's Report, and the general purpose financial statements (excluding supplemental financial information) and related notes for the fiscal year ended June 30, 2011. The supplemental financial information for the fiscal year ended June 30, 2011, is available from the Village upon request.

Appendix B

FORMS OF APPROVING OPINIONS

AGENDA BRIEFING

DATE: August 15, 2012

TO: Mayor Ostenburg
Board of Trustees

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

RE: Consideration of Proposed Revisions to Chapter 118 (Zoning), Sections 118-153 and 118-154, pertaining to Principal Uses permitted in the C-1 and C-2, Commercial Zoning Districts

BACKGROUND/DISCUSSION:

On June 25, 2012, the Village Board of Trustees approved Ordinance No. 1966, thereby adopting comprehensive revisions to the Village's liquor license classifications, fees, and other requirements. Among the revisions to the liquor licensing requirements, Section 6-43 of the Village Code of Ordinances now contains a more detailed set of classifications under which liquor licenses will be issued. The new Class B license authorizes "the retail sales of alcoholic liquors for consumption off the premises by a liquor store. A liquor store shall only be located in the C-2 commercial zoning district."

This new provision of the liquor licensing ordinance is in conflict with the Village's Zoning Ordinance. Section 118-153 of the Zoning Ordinance lists the principal uses permitted in the C-1 district, including "(6) Liquor stores (for the sale of liquor for consumption off the premises but including the consumption of alcoholic beverages on the premises only when given away as part of a manufacturer's, importer's or distributor's promotional campaign)." This use is also permitted in the C-2 zoning district by virtue of Section 118-154(1) which permits "any use permitted in the C-1 district". The liquor licensing provisions do not, however, provide for consumption of liquor on the premises of a liquor store "when given away as a part of a manufacturer's, importer's or distributor's promotional campaign."

The Plan Commission conducted a public hearing on August 7 to consider amendments to Sections 118-153 and 154 to make the Zoning Ordinance consistent with the new liquor licensing provisions. After taking public comment and discussing this request, the Plan Commission voted unanimously to approve the Zoning Text Amendments described in the attached ordinance.

The attached Ordinance was reviewed by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular Board meeting of August 20, 2012, for First Reading.

MEMORANDUM

TO: Mayor and Board of Trustees

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

DATE: August 15, 2012

RE: Recommendation – Zoning Ordinance Text Amendment to Amend the C-1 and C-2 Zoning Districts pertaining to the location of liquor stores

At our regular meeting on August 7, the Plan Commission conducted a public hearing and considered a Zoning Text Amendment to Sections 118-153 and 118-154 of the Zoning Ordinance relating to the permitted location of liquor stores.

After taking public comment and discussing this request, the Plan Commission voted unanimously to recommend approval of the Zoning Text Amendments as described in the Staff memo (July 24, 2012) presented to the Plan Commission at the meeting.

Best regards,
Vernita A. Wickliffe-Lewis, Chair

MEMORANDUM

TO: Plan Commission

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

DATE: July 24, 2012

RE: NEW BUSINESS: Plan Commission Meeting of August 7, 2012
PUBLIC HEARING: Consideration of Proposed Revisions to Chapter 118 (Zoning), Sections 118-153 and 118-154, pertaining to Principal Uses permitted in the C-1 and C-2, Commercial Zoning Districts

On June 25, 2012, the Village Board of Trustees approved Ordinance No. 1966, thereby adopting comprehensive revisions to the Village's liquor license classifications, fees, and other requirements. Among the revisions to the liquor licensing requirements, Section 6-43 of the Village Code of Ordinances now contains a more detailed set of classifications under which liquor licenses will be issued. The new Class B license authorizes "the retail sales of alcoholic liquors for consumption off the premises by a liquor store. A liquor store shall only be located in the C-2 commercial zoning district."

This new provision of the liquor licensing ordinance is in conflict with the Village's Zoning Ordinance. Section 118-153 of the Zoning Ordinance lists the principal uses permitted in the C-1 district, including "(6) Liquor stores (for the sale of liquor for consumption off the premises but including the consumption of alcoholic beverages on the premises only when given away as part of a manufacturer's, importer's or distributor's promotional campaign)." This use is also permitted in the C-2 zoning district by virtue of Section 118-154(1) which permits "any use permitted in the C-1 district". The liquor licensing provisions do not, however, provide for consumption of liquor on the premises of a liquor store "when given away as a part of a manufacturer's, importer's or distributor's promotional campaign."

At this time, there are three areas in the Village zoned C-1. These include the Lincolnwood Shopping Center (Illinois and Indiana Streets), the Blackhawk Shopping Center (Blackhawk Street/Indianwood Boulevard), and the Sauk Trail commercial district from Central Park Avenue to Minocqua Street. Section 118-152 establishes the minimum size for commercial zoning districts. C-1 commercial zoning districts can be as small as one acre in size, whereas C-2 commercial zoning districts must be a minimum of three acres. Because it is smaller in size, the C-1 zoning district permits less intensive commercial uses, such as small retail shops, personal service shops, small offices, banks, restaurants, and schools such as music and dance schools. The more intensive commercial uses, which also require more land area, are limited to the C-2 commercial zoning districts, which are located in the DownTown and along Western Avenue and US30/Lincoln Highway. These uses include, for example, office buildings, commercial

recreation, restaurants that include live entertainment and dancing, and automobile sales and service establishments.

The Village Board's intent in limiting Class B liquor licenses to the C-2 zoning district was to allow liquor stores only in the more intensive commercial districts. Therefore, it is appropriate for the Plan Commission to consider the following revisions to the Zoning Ordinance.

Sec. 118-153. Principal uses permitted in C-1.

~~(6) Liquor stores (for the sale of liquor for consumption off the premises but including the consumption of alcoholic beverages on the premises only when given away as part of a manufacturer's, importer's or distributor's promotional campaign).~~

Sec. 118-154. Principal uses permitted in C-2.

(18) Liquor stores.

Pursuant to Section 118-29 of the Zoning Ordinance, the Plan Commission is responsible for making recommendations to the Board of Trustees on requests to amend the Zoning Ordinance. The Plan Commission is required to hold a public hearing on ordinance amendments, notice of which must be given in a newspaper of general circulation no less than 15 days before the public hearing. Notice of the public hearing on this matter was published in the *Southtown/Star Newspaper* on July 24, 2012.

Village Staff has worked with the Village Attorney to prepare the proposed text amendments.

Plan Commission Action: After conducting the public hearing, the Plan Commission is asked to consider the proposed revisions to Chapter 118 (Zoning), Sections 118-153 and 118-154, and make a recommendation to the Board of Trustees on this matter.

ORDINANCE NO._____

AN ORDINANCE AMENDING CHAPTER 118 ("ZONING"), ARTICLE III ("DISTRICTS"), SECTION 118-153 ("PRINCIPAL USES PERMITTED IN C-1"), AND SECTION 118-154 ("PRINCIPAL USES PERMITTED IN C-2") OF THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

WHEREAS, the Village of Park Forest ("Village") seeks to amend Chapter 118 (Zoning), Article III ("Districts"), Section 118-153 ("Principal Uses Permitted in C-1") and Section 118-154 ("Principal Uses Permitted in C-2") of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois ("Village Code") in the manner more fully set forth herein ("Application"); and

WHEREAS, the Village of Park Forest Plan Commission conducted a public hearing to consider the Application on August 7, 2012, as required pursuant to Section 118-29 of the Village Code; and

WHEREAS, on July 24, 2012, notice for said public hearing was published in the Park Forest edition of the *Southtown/Star Newspaper*, a newspaper of general circulation within the Village as required by Section 118-29 of the Village Code; and

WHEREAS, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application, all as set forth in the Plan Commission's Findings and Recommendations; and

WHEREAS, the Mayor and Board of Trustees of the Village of Park Forest have considered the Findings and Recommendation of the Plan Commission and all of the facts and circumstances affecting the Application, and the Mayor and Board of Trustees have determined that it is appropriate to amend the Village Code as provided in this Ordinance.

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

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

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

Section 3. Village Code Amended. Chapter 118 ("Zoning"), Article III ("Districts"), Section 118-153 ("Principal Uses Permitted in C-2") and Section 118-154 ("Principal Uses Permitted in C-2") of the Code of Ordinances of the Village of Park Forest, Cook and Will

Counties, Illinois, is amended by adding the underlined language and deleting the stricken language to read as follows:

Sec. 118-153. Principal uses permitted in C-1.

Principal uses permitted in the C-1 district are:

* * * *

~~(6) Liquor stores (for the sale of liquor for consumption off the premises but including the consumption of alcoholic beverages on the premises only when given away as part of a manufacturer's, importer's or distributor's promotional campaign).~~

~~(7)~~ (6) Offices, business and professional, including medical and dental.

~~(8)~~ (7) Photography studio.

~~(9)~~ (8) Schools, such as music and dance.

~~(10)~~ (9) Restaurants, tearooms and the like, excluding dancing or similar entertainment; and including the sale of alcoholic beverages by the drink for consumption on the premises, and only when served in connection with the operation of an established food serving facility during times when food is dispensed for consumption upon the premises.

~~(11)~~ (10) Only those automobile service stations existing on the effective date of the passage of these provisions herein referred to, for the sale of gasoline, oil and minor accessories only, including testing and automotive repair services, but not including automobile body repair, steam cleaning or painting; provided, however, that all testing and repair work must take place within an enclosed building and only between the hours of 7:00 a.m. and 9:00 p.m. All vehicles parked out of doors, except for those in the process of being serviced at a gasoline pump island, must be parked in an improved parking area constructed in accordance with the provisions of this Code, and all vehicles shall be parked in individual stalls between the lines. No vehicle awaiting service or repair or awaiting delivery to the owner after repair shall be parked out of doors for more than seventy-two (72) hours.

~~(12)~~ (11) Public service, fire or police stations, telephone exchanges, post offices, public utility service offices, and related establishments.

~~(13)~~ (12) Temporary buildings and uses for construction purposes on approval of location, size and necessity by the village board for a period up to 12 months, after which time they may be renewed for periods up to 12 months upon a

showing of necessity by the petitioner. No such buildings shall be permitted after completion of construction.

~~(14)~~ (13) Dwelling units may be permitted above the commercial floors if approved as part of the development plan. Any change in an approved development plan to allow for such dwelling units, or to allow for commercial uses to be located on floors containing residential dwellings, shall be considered a major change in the approved plan.

~~(15)~~ (14) Automobile service stations not existing on the effective date of the passage of the provisions herein referred to, but only within and part of a C-1 district of four acres or more. Automobile service stations authorized within this subsection shall be used for sales of gasoline, oil and minor accessories only, including testing and automotive repair services, but not including automobile body repair, reconditioning, steam cleaning or painting. Such testing and repair services shall be conducted wholly within enclosed buildings.

~~(16)~~ (15) Automobile repair shop, provided that all repair work must take place within an enclosed building. Automotive repairs shall be limited and may not include any body repairs, painting, steam cleaning or other activities resulting in noise or odors transmitted beyond the building in which such work takes place. Hours of operation of automobile repair shops shall be between 7:00 a.m. and 9:00 p.m. All vehicles parked out of doors must be parked in an improved parking area constructed in accordance with the provisions of this Code. Each parking area shall be marked in accordance with the provisions of this Code, and all vehicles shall be parked in individual stalls between the lines. No vehicle awaiting repair or awaiting delivery to the owner after repair shall be parked out of doors for more than 72 hours.

Sec. 118-154. Principal uses permitted in C-2.

Principal uses permitted in the C-2 district are:

* * * *

(18) Liquor stores.

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

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

PASSED this _____ day of _____, 2012.

APPROVED:

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK