

AGENDA

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

Village Hall

7:00 p.m.

July 8, 2013

Roll Call

1. Approval of an Engineering Services Agreement for a Water Main CIPP Lining Pilot Project.
2. Consideration of an Ordinance Granting a Conditional Use for a Day Care Center and Secondary Uses, located at 207 S. Orchard Drive (St. Irenaeus Church)
3. Consideration of an Ordinance Granting a Conditional Use for a Community Garden, Located at 320 Wildwood Drive

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall and on the Village website
www.villageofparkforest.com

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Village Manager's Office at least 48 hours in advance of the scheduled meeting. The Village Manager's Office can be reached via telephone at (708) 283-5605 or (708)748-1129 or via e-mail at sblack@vopf.com. Every effort will be made to allow for meeting participation.

AGENDA BRIEFING

DATE: July 2, 2013
TO: Mayor Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre – Assistant Director of Public Works
Department of Public Works

RE: Approval of an Engineering Services Agreement for a Water Main CIPP Lining Pilot Project.

BACKGROUND/DISCUSSION:

Water main replacement projects require open cut digging and extensive pavement and non pavement restoration work and their associated costs. In an effort to complete maintenance work in a more economical way, DPW seeks to perform a water main lining pilot project and utilize a cured in place pipe (CIPP) process to rehab and restore existing water mains.

The current practice of water main replacement is done by open cut trenching. With water main lining, trenching is minimized to locations of access pit areas. By minimizing trenching and required restoration work, DPW anticipates approximately 20% savings in engineering and construction costs compared to open cut methods and will look forward to considering this process on future water main projects. Below is a cost breakdown summary and comparison.

	Open Cut	CIPP Lining
Design Engineering	\$ 25,000	\$ 19,000
Construction	\$ 345,000	\$ 273,000
Construction Engineering	\$ 40,000	\$ 28,000
Total	\$410,000	\$ 320,000

\$90,000 savings

The area DPW would like to have this work performed is on Central Park and Somonauk, from Sauganash to Shabbona, approximately 1,300 feet of water main. See attached map. This area is primarily residential and would be an ideal area to perform this pilot project as it would necessitate typical aspects of water main lining work.

The attached engineering services agreement itemizes the terms and conditions, as well as, the scope of services to be provided to complete this project.

This agreement will be funded by the Village WATER FUND – DISTRIBUTION, where \$330,000 dollars have been budgeted for this work.

RECOMMENDATION: Authorize the Village Manager to enter into an Engineering Services Agreement with Baxter and Woodman Consulting Engineers in the amount not to exceed \$ 19,000 dollars for Design Engineering services and \$28,000 dollars for Construction Engineering services associated with a water main lining pilot project.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of July 8, 2013 for your discussion.

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2013, 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 Central Park and Sangamon Water Main CIPP Rehabilitation (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 of the Project shall not exceed \$19,000; Consultant's Project No. 130257.40. The Consultant's cost for construction-related engineering services shall not exceed \$28,000; Consultant's Project No. 130257.60.

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, 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's 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 contract, 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 Contract.

(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 contract 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:

Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Fax: (708) 503-8560

If to the Consultant:

Steve A. Larson, PE
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 service 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 hereby incorporate the requirements of (44 Ill. Adm. Code 750 APPENDIX A) if applicable.

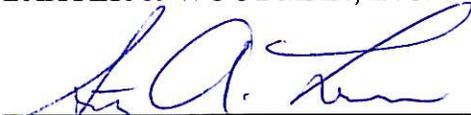
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FOLLOWS]**

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

BAXTER & WOODMAN, INC.

By: Thomas K. Mick
Its: Village Manager



By: Steve A. Larson, PE
Its: President / CEO

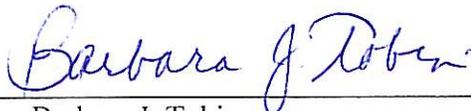
Dated: _____

Dated: July 1, 2013

ATTEST

ATTEST

By: Sheila McGann
Is: Village Clerk



By: Barbara J. Tobin
Its: Deputy Secretary

Dated: _____

Dated: July 1, 2013

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VILLAGE OF PARK FOREST
WATER MAIN CIPP REHABILITATION
DESIGN AND CONSTRUCTION-RELATED ENGINEERING SERVICES

EXHIBIT A

PROJECT DESCRIPTION

Final design and construction-related engineering of approximately 1,300 lineal feet of cured-in-place-pipe (CIPP) to rehabilitate a deteriorating water main. The Project is located along Central Park Avenue and Sangamon Street from Sauganash Street to Shabbona Drive. Design and construction-related engineering services to be done in 2013.

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VILLAGE OF PARK FOREST
WATER MAIN CIPP REHABILITATION
DESIGN AND CONSTRUCTION-RELATED ENGINEERING SERVICES

EXHIBIT B

SCOPE OF SERVICES

Design Engineering Services (Project No. 130257.40)

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.
2. SITE VISITS
 - Complete one site visit to confirm/determine the water main location, water system appurtenances, potential access pit locations, tree protection, and surface restoration.
3. PROJECT MEETINGS
 - Conduct one meeting with staff during the design of the Project to clarify staff preferences, design questions, and/or constructability.
4. CADD FOR PLAN AND PROFILE SHEETS
 - Develop plan sheets from available atlases, GIS, record drawings, and County data.
5. UTILITIES – CONTACTS AND COORDINATION
 - Conduct a Design Locate with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area.
 - Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.
6. CADD FOR DETAILED DESIGN
 - Provide detailed computer-aided drafting of water main and appurtenances locations and construction requirements.
 - Indicate location of utilities that can be obtained from utility company atlases.
 - Create legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.

7. 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 selected by the Village.

8. 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).

9. 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.

10. 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.

11. IEPA/DPWS Permit Submittals
 - Submit the design documents to the agency for permit to construct, own, and operate the Project.

12. IHPA Permit Submittal
 - Submit necessary documentation to Illinois Historical Preservation Agency to obtain a "no significant historical resources" statement for the area of the Project.

PROJECT BID

13. 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.

14. ADDENDUMS
 - Issue necessary addenda to all plan holders as needed.
15. ATTEND BID OPENING
 - Attend bid opening with Village personnel and assist in reviewing and checking bid package submittals as required.
16. 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.

Construction-Related Engineering Services (130257.60)

17. Act as the Village's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
18. 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.
19. 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.

20. FIELD OBSERVATION

- Provide Resident Project Representatives at the construction site on a full-time basis for four (4) weeks or 160 hours and on a periodic part-time basis for 60 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.
- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Consultant are 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.

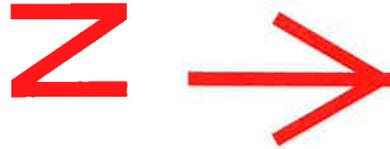
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Village.
- Review the Contractor's requests for final payment, and advise the Village of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- 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

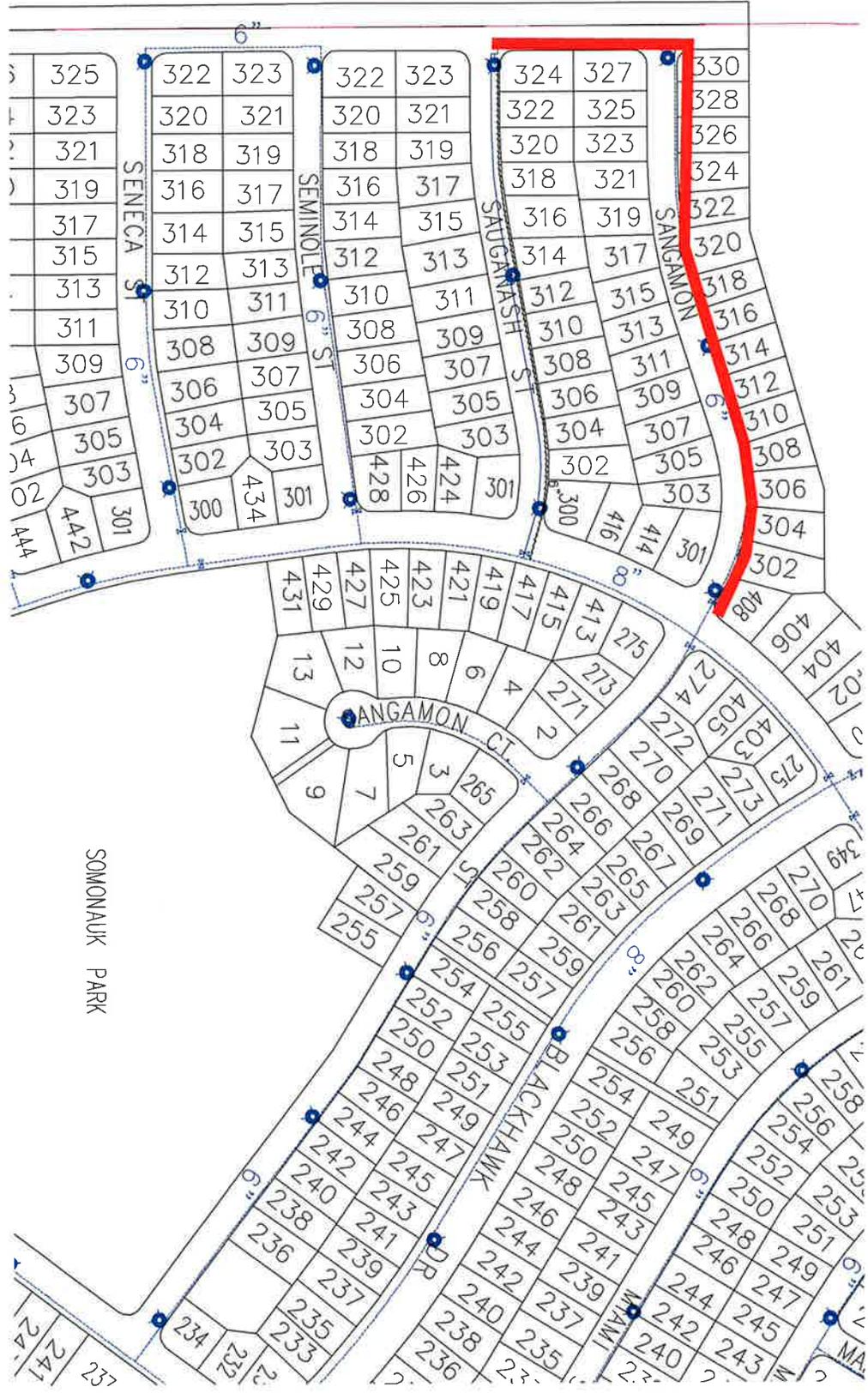
- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

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V I L L A G E O F



ARK AVE.



AGENDA BRIEFING

DATE: June 26, 2013

TO: Mayor Ostenburg
Board of Trustees

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

RE: Consideration of an Ordinance granting a Conditional Use for a Day Care Center and Secondary Uses, located at 207 S. Orchard Drive (St. Irenaeus Church)

BACKGROUND/DISCUSSION:

The Village has received a request from Ms. Nicole Howell, President of the American Association of Single Parents, Inc., as applicant, and the Archdiocese of Chicago/St. Irenaeus Church, as property owner. The application requests a Conditional Use to permit a day care center and secondary uses related to the mission of the American Association of Single Parents, Inc. The building in which this activity will occur is currently an underutilized educational building associated with St. Irenaeus Church. This request is described in more detail in the Staff report to the Plan Commission (see attached).

Consistent with Section 118-28 of the Park Forest Zoning Ordinance, the Plan Commission conducted a public hearing on this request at their June 4, 2013, meeting. Notice of the public hearing was published in the *Southtown/Star Newspaper* on May 19, 2013. After taking public comment and discussing this request, the Plan Commission voted unanimously to approve the requested Conditional Use with the conditions outlined in the attached memo from Plan Commission Vice-Chair Doug Price.

The attached Ordinance was reviewed by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the Rules Board meeting agenda of July 8, 2013, for discussion.

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Doug Price, Vice-Chair
Park Forest Plan Commission

DATE: June 6, 2013

RE: Recommendation – Request for a Conditional Use in the R-1, Single Family Residential Zoning District at 207 S. Orchard Drive

At our regular meeting on June 4, 2013, the Plan Commission conducted a public hearing and considered a request for a Conditional Use in the R-1, Single Family Residential Zoning District to permit a day care center and secondary uses at 207 S. Orchard Drive.

After taking public comment and discussing this request, the Plan Commission voted unanimously to recommend approval of the requested Conditional Use as described in the Staff memo (May 28, 2013) presented to the Plan Commission at the meeting, with the following conditions:

- The Applicant shall ensure that the property is in compliance with all Building, Code Enforcement, Fire, and Health Codes prior to requesting a certificate of occupancy. Further, the business and property must be maintained in compliance with these codes as long as the business is in operation.
- A Village Business Registration license must be obtained before a certificate of occupancy is requested and maintained in good standing as long as the business is in operation.
- A license to operate a day care center must be obtained from the Illinois Department of Child and Family Services prior to requesting a certificate of occupancy and maintained in good standing as long as the business is in operation.
- A sign or signs must be installed to indicate that parking is not permitted in the south parking area on weekdays from 6:30 am to 9:00 am.
- The parking area to be used for the day care and secondary uses must be cleaned, cracks repaired, seal coated, and striped within six (6) months of Board approval of the requested Conditional Use.
- If the day care use and/or secondary uses are proposed for expansion in the future, the Village shall be notified before any expansion occurs to ensure that all Building, Code Enforcement, Fire, and Health Codes are addressed.

Best regards,
Doug Price, Vice Chair

PLAN COMMISSION MEMO

TO: Plan Commission

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

DATE: May 28, 2013

RE: NEW BUSINESS – Plan Commission Meeting of June 4, 2013
Public Hearing to consider a Request for a Conditional Use in the R-1, Single Family Residential Zoning District at 207 S. Orchard Street

This application for a Conditional Use is from Ms. Nicole Howell, President of the American Association of Single Parents, Inc., as applicant, and the Archdiocese of Chicago/St. Irenaeus Church, as property owner. The application requests a Conditional Use to permit a day care center and secondary uses related to the mission of the American Association of Single Parents, Inc. The building in which this activity will occur is currently an underutilized educational building associated with St. Irenaeus Church.

As required by the Zoning Ordinance, notice of this public hearing was published in the Southtown/Star Newspaper on May 19, 2013. In addition, all property owners within 250 feet of the subject property were notified of this public hearing via an individual mailing.

Section 118-53 of the Park Forest Zoning Ordinance specifies the conditional uses that are permitted in the R-1, Single Family zoning district. Among these uses are “nursery schools, day nurseries and day care centers”. A “day care center” is defined in Section 118-7 of the Zoning Ordinance as “any child care facility receiving more than eight children for daytime care during all or part of the day. Such establishment must be licensed by the State and conducted in accordance with State regulations”. It is under these provisions of Village Code that this request should be considered because the property is currently not in use as a day care center. In describing the process for approval of conditional uses, Section 118-28(a) of the Zoning Ordinance states that in addition to those uses allowed by right in a particular zoning district,

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

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

Proposed Day Care Center

The primary use for which this Conditional Use is requested is a day care center that will provide before and after school programming for school age children from Kindergarten through 8th

grade. This program will be offered Monday through Friday during the school year, from 6:30 am to 9:00 am for before school care, and from 2:30 pm to 7:00 pm for after school care. In addition, a summer camp will be provided for nine weeks during the summer (early June to mid August). The summer camp will be held Monday through Friday from 6:30 am to 6:30 pm, and the participants will also be school age children from Kindergarten through 8th grade.

Because the mission of the American Association of Single Parents, Inc. is “to take a holistic approach to support the custodial single parent through charitable, social and educational programs”, there are several other secondary activities that will also occur at the subject property although they are not part of the day care use. These activities include

- Charitable Assistance Programs, including a clothing program, an emergency food/grocery program, and a utility bill assistance program.
- Social Programs, including single parent counseling, seminars and speakers.
- Educational Programs, to assist parents in finding full time day care for their children.

These secondary uses will operate from Classroom 1, as noted on the exhibit. These uses will require only one or two dedicated staff people, and the activities involved in these secondary uses will only be held on specific, posted days and at times when children are not present. Because children will be present for the entire day during the summer camp, these secondary activities will be discontinued during the summer. Clients for these services will park in the south or east parking lot.

Consideration of the requested Conditional Use for the primary use of a day care center (both the before/after care program and the summer program) should also take into account these additional, secondary uses.

The Applicant has an agreement with the Property Owner to use five classrooms in the south wing of the educational building (classrooms 1, 2, 3, 4 and 6 as noted on the attached exhibit). Classrooms 2, 3, 4 and 6 will accommodate the day care uses, with a maximum of 20 children per classroom. Therefore, the maximum capacity of the day care program is 80 children. Staffing will be provided as required by the Illinois Department of Children and Family Services. In general, these standards require one teacher for every 20 children, provided the children are all within a specified age group. If the day care center accommodates children of all ages from Kindergarten through 8th grade, between five and nine teachers may be required.

The main entrance to the day care center will be the door in the south parking lot, facing the corner of S. Orchard Drive and Cherry Street. The attached exhibit depicts this exterior area of the building and provides a diagram of how children will be dropped off at the day care center. No parking will be permitted in this area of the parking lot from 6:30 am to 9:00 am. The Applicant notes that safety cones will be placed in this area to outline the drop-off route that parents will be asked to follow. When children are picked-up at the end of the day, parents will be expected to park and enter the building to pick up their children. All employee and day care vehicles will park in the area east of the educational wing, as noted on the exhibit. As noted on the exhibit, parking is sufficient for all requirements.

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

- The Applicant shall ensure that the property is in compliance with all Building, Code Enforcement, Fire, and Health Codes prior to requesting a certificate of occupancy. Further, the business and property must be maintained in compliance with these codes as long as the business is in operation.
- A Village Business Registration license must be obtained before a certificate of occupancy is requested and maintained in good standing as long as the business is in operation.
- A license to operate a day care center must be obtained from the Illinois Department of Child and Family Services prior to requesting a certificate of occupancy and maintained in good standing as long as the business is in operation.
- A sign or signs must be installed to indicate that parking is not permitted in the south parking area on weekdays from 6:30 am to 9:00 am.
- All parking spaces to be used for the day care and secondary uses must be striped within six (6) months of Board approval of the requested Conditional Use. The Department of Community Development will advise whether the parking area also must be improved with a new surface.
- If the day care use and/or secondary uses are proposed for expansion in the future, the Village shall be notified before any expansion occurs to ensure that all Building, Code Enforcement, Fire, and Health Codes are addressed.

Plan Commission Action: After conducting the public hearing, the Plan Commission is asked to consider this request for a Conditional Use to permit a day care center and secondary uses at 207 S. Orchard Street, and make a recommendation to the Board of Trustees on this request.

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A CONDITIONAL USE
FOR A DAY CARE CENTER AND SECONDARY USES,
LOCATED AT 207 S. ORCHARD DRIVE,
IN THE VILLAGE OF PARK FOREST, ILLINOIS**

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

WHEREAS, the American Association of Single Parents, Inc. (“Applicant”) has submitted an application for a conditional use in the R-1 Single Family Residential Zoning District pursuant to Section 118-53 of the Zoning Ordinance (“Application”) to allow for a day care center and secondary uses at St. Irenaeus Church, 207 South Orchard Drive, Park Forest, Illinois, P.I.N. 32-36-200-008-0000 (“Subject Property”); and

WHEREAS, on May 19, 2013, a notice of public hearing for the Application was published in *The Southtown/Star*, a newspaper of general circulation within the Village; and

WHEREAS, the Plan Commission conducted the public hearing to consider the Application on June 4, 2013; and

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

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

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

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

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

Section 3. **Additional Finding.** In addition to the findings set forth in Section 2 above, the Board of Trustees further finds that no deviations from the R-1 Single Family Residential Zoning District regulations are necessary to accommodate the conditional use.

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

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

1. **Compliance with Applicable Laws.** The Applicant shall comply with all applicable federal, state and local laws and ordinances relating to permitting, construction and similar actions.
2. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
3. **Compliance with Village Codes.** The Applicant shall ensure that the Subject Property will be in compliance with all building, code enforcement, fire, and health codes prior to requesting a certificate of occupancy. Further, the Subject Property will be maintained in compliance with these codes as long as the day care center and secondary uses are in operation.
4. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
5. **Village Business Registration.** The Applicant shall ensure that the a Village Business Registration license is obtained prior to issuance of a Certificate of Occupancy, and maintained in good standing as long as the business is in operation.
6. **Illinois Department of Child and Family Services.** The Applicant must obtain a license to operate a day care center from the Illinois Department of Child and Family Services prior to issuance of a Certificate of Occupancy, and the Applicant's license must be maintained in good standing as long as the business is in operation at the Subject Property.
7. **Compliance with R-1 Single Family Residential Zoning District.** The Applicant shall comply with all other applicable requirements of the R-1 Single Family Residential Zoning District.

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

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

10. Agreement to Terms of Ordinance. This Ordinance shall be signed by an authorized officer of the Applicant to signify its agreement to the terms hereof.

11. Parking Lot Signs. The Applicant shall install a sign or signs to indicate that parking is not permitted in the south parking area on weekdays from 6:30 a.m. to 9 a.m. Said signage shall be installed prior to issuance of a certificate of occupancy.

12. Parking Lot. The Applicant must improve the parking lots and access drives at the Subject Property, including patching of cracks and potholes, seal coating and re-striping of the lots, subject to the approval of the Village, no later than six (6) months after approval of the requested conditional use pursuant to this Ordinance by the Board of Trustees, or the conditional use granted herein shall automatically be revoked and shall terminate.

13. Future Expansion. If the day care center and/or the approved secondary uses are proposed for expansion in the future, the Village shall be notified before any expansion occurs to ensure compliance with all building, code enforcement, fire, and health codes.

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

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

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

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

PASSED this _____ day of _____, 2013.

APPROVED:

ATTEST:

Mayor

Clerk

ACKNOWLEDGMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

AMERICAN ASSOCIATION OF SINGLE PARENTS, INC.

Nicole Howell, President

_____, 2013
Date

Parking Permitted
2:30pm - 7:00pm

Parking Permitted
2:30pm - 7:00pm
17 Parking Spaces
Entrance

ACE 2 ACE 4 ACE 6 8

ACE 1 ACE 3 ACE 5 ACE 7 RE Office

AASP Vehicles and 8 parking spaces Employee Parking

St. Irenaeus
Additional parking for
Parents
26 School parking spaces

Floor Plan

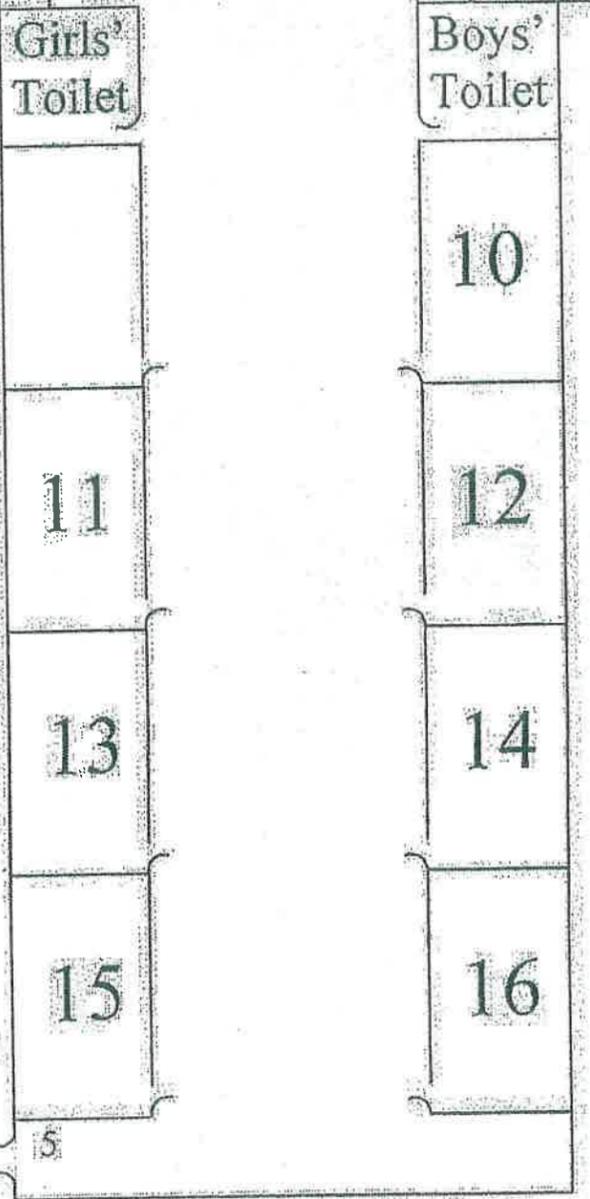
EAST

13 parking spaces

Gymnasium

Girls' Toilet

Boys' Toilet



WEST

NORTH

EXHIBIT B

AGENDA BRIEFING

DATE: June 26, 2013

TO: Mayor Ostenburg
Board of Trustees

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

RE: Consideration of an Ordinance granting a Conditional Use for a Community Garden, located at 320 Wildwood Drive

BACKGROUND/DISCUSSION:

On March 4, 2013, the Village Board held a public workshop to discuss two potential options for the property at 320 Wildwood Drive, including holding it for future residential development or creating an interim use of a community garden/food forest educational site. This property is owned by the Village, and the former school building was demolished in December 2012. At the conclusion of the workshop discussion, the Village Board directed staff to prepare a request for consideration of a conditional use to permit the community garden on this site. As noted below, the Plan Commission conducted the required public hearing on this request on June 4. This request is described in more detail in the Staff report to the Plan Commission (see attached).

Consistent with Section 118-28 of the Park Forest Zoning Ordinance, the Plan Commission conducted a public hearing on this request at their June 4, 2013, meeting. Notice of the public hearing was published in the *Southtown/Star Newspaper* on May 19, 2013. After taking public comment and discussing this request, the Plan Commission voted unanimously to approve the requested Conditional Use with the conditions outlined in the attached memo from Plan Commission Vice-Chair Doug Price.

The attached Ordinance was reviewed by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the Rules Board meeting agenda of July 8, 2013, for discussion.

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Doug Price, Vice-Chair
Park Forest Plan Commission

DATE: June 6, 2013

RE: Recommendation – Request for a Conditional Use in the R-1, Single Family Residential Zoning District at 320 Wildwood Street

At our regular meeting on June 4, 2013, the Plan Commission conducted a public hearing and considered a request for a Conditional Use in the R-1, Single Family Residential Zoning District to permit a community garden/food forest at 320 Wildwood Street.

After taking public comment and discussing this request, the Plan Commission voted unanimously to recommend approval of the requested Conditional Use as described in the Staff memo (April 25, 2013) presented to the Plan Commission at the meeting, with the following conditions:

- The garden and remaining property should be well-maintained at all times.

Best regards,
Doug Price, Vice Chair

PLAN COMMISSION MEMO

TO: Plan Commission

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

DATE: April 25, 2013

RE: NEW BUSINESS – Plan Commission Meeting of June 4, 2013
Public Hearing to consider a Request for a Conditional Use in the R-1, Single Family Residential Zoning District at 320 Wildwood Street

The Village Board of Trustees has requested that the Plan Commission consider a request for a Conditional Use to permit a community garden at 320 Wildwood Street, the site of the former Wildwood School. This property is currently a vacant parcel of property.

As required by the Zoning Ordinance, notice of this public hearing was published in the Southtown/Star Newspaper on May 19, 2013. While not required by Village Ordinance or State Statute, all property owners and residents on Waldmann Drive, Wayne Street, Wayne Court, and that portion of Wildwood Drive closest to the subject property (east and west of the subject property) were notified of this public hearing via an individual mailing.

Section 118-53 of the Park Forest Zoning Ordinance specifies the conditional uses that are permitted in the R-1, Single Family zoning district. Among these uses are “noncommercial recreation buildings, playgrounds, parks and athletic fields”. It is under this provision that this request should be considered because the use of the property is proposed to transition from a school to a community garden (i.e., park). In describing the process for approval of conditional uses, Section 118-28(a) of the Zoning Ordinance states that in addition to those uses allowed by right in a particular zoning district,

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

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

The Village acquired the tax deed to the subject property in March 2009 through the Cook County tax delinquency process. The former school building on the property was severely blighted after having been vacant for over 25 years, and in December 2012 it was demolished using a grant from Cook County. With the site now cleared of the former building, Village Staff and the Board of Trustees have initiated discussions on what the future of this site might hold. On March 4, 2013, the Village Board held a public workshop to discuss two potential options for

the property, including holding it for future residential development or creating an interim use of a community garden/food forest educational site. At the conclusion of this discussion, the Village Board directed staff to prepare a request for consideration of a conditional use to permit the community garden on this site. Because of the public review process required for a Conditional Use, the Board felt that this process would result in the highest level of public scrutiny for this possible use.

Proposed Community Garden/Food Forest

The community gardening movement dates back to the middle of World War II with Victory Gardens. During the midst of WWII there were over 20 million gardens which produced more than 40% of all of the produce for the country. More recently, community gardening has been making a significant resurgence due to the increased interest in gardening, the desire to eat fresh and locally raised produce, and the amount of vacant land/urban infill resulting from the downturn of the economy.

Community gardens can be permanent or temporary spaces and can consist of privately grown/harvested plots or community grown/harvested plots. In 2012, Park Forest adopted the *Growing Green – Park Forest Sustainability Plan*. As part of the development of this Plan, and since it was established, several small community gardens have been established in Park Forest; most of which are meant to be temporary spaces. The *Park Forest Sustainability Plan* includes a section on Local Food Systems with the following goals:

- Promote local food through education initiatives.
- Promote and support the Farmers Market and the South Suburban Food Co-op.
- Support the development of community gardens on vacant lots as a temporary use.
- Engage the community in bolstering a local food economy.

Initiatives to be implemented under Local Food Systems include:

- The establishment of a community gardening program.
- Expand food related educational opportunities.
- Work with schools to launch a ‘farm to school’ program.

The attached concept plan demonstrates how a community garden/food forest at 320 Wildwood Drive might be laid out on the property. The concept plan consists of the following elements:

- In-ground planting beds that could be used for demonstration gardening or larger gardening plots for individual groups/families.
- Raised planter beds for smaller gardening efforts.
- Groves of fruit and nut trees, as well as a grape arbor. The trees are proposed to be located in such a manner as to provide a buffer between the garden and the houses to the east of the subject property.
- Access designed for users of all physical abilities, with accessible parking adjacent to the property, walking surfaces designed for the physically disabled, planting beds at various heights to be accessible for those with mobility impairments.
- Bicycle racks on-site.

- On-street parking for the short-term and an off-street parking area when funding is available.
- Large areas of native flowering plants that would be mowed only minimally.
- Gardening areas located close to Wildwood Drive and Waldmann Drive in order to provide for maximum visibility.
- Composting beds to demonstrate the use of these sustainable gardening features, provide for disposal of appropriate waste from the site, and add to the quality of the garden soil.
- A secure source of water will be provided, in addition to one or more rainwater harvesting stations (i.e., rain barrels).
- Benches and tables for passive enjoyment of the garden and open space.
- Interpretive signage to explain the unique features of the garden.
- Possible installation of public art.

The fruits and vegetables grown in the demonstration plot(s) and orchard would be available free to the community. Staff envisions incorporating space for educational programming and relaxation so the garden functions similar to other open spaces used for recreation in the Village. The individual garden plots would be made available to individual families, church groups, schools, and others. All gardeners would be required to commit to specified standards of use and maintenance, including bans on the use of herbicides and pesticides and a standard design and material list for raised garden beds.

Development of the community garden is not envisioned to be implemented in a short span of time. Rather, phases of planting and garden design would likely be dependent on grants, fundraising and community interest/contributions. In general, the one-year plan for implementation of the concept plan is proposed to be undertaken in the following manner, although changes could be made if funding becomes available for specific improvements not listed below:

- Plant the fruit and nut trees in Fall 2013.
- Install up to one-half of the raised gardens and in-ground planting beds, based on level of interest in Spring 2014.
- Install rain collections systems and bicycle parking in Spring 2014.

The potential value of the proposed community garden/food forest site includes:

- Stabilization and/or community enhancement for surrounding residents on the ‘W’ streets.
- Access to places for physical activity combined with informational outreach.
- A visual commitment and educational opportunity for the Village to encourage healthy eating habits by providing a location for seasonal, healthy food production.
- Inter-generational exchange of knowledge and abilities – elders have the knowledge, youth have the physical ability.
- Community gardens can serve as an outdoor classroom: environmental, biological, practical math, communication, responsibility and cooperation.
- Increased sense of community ownership and stewardship.

- Focal point for community organizing and block clubs – increases eyes on the street, potentially reducing crime.
- Restore oxygen to the air and help reduce pollution.
- A possible interim use for this property pending future interest in housing development.

Plan Commission Action: After conducting the public hearing, the Plan Commission is asked to consider this request for a Conditional Use to permit a community garden at 320 Wildwood Street, and make a recommendation to the Board of Trustees on this request.

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A CONDITIONAL USE
FOR A COMMUNITY GARDEN,
LOCATED AT 320 WILDWOOD DRIVE,
IN THE VILLAGE OF PARK FOREST, ILLINOIS**

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

WHEREAS, the Village of Park Forest (“Applicant”) has submitted an application for a conditional use in the R-1 Single Family Residential Zoning District pursuant to Section 118-53 of the Zoning Ordinance (“Application”) to allow for a community garden at 320 Wildwood Drive, Park Forest, Illinois, P.I.N. 31-25-103-065-0000 (“Subject Property”); and

WHEREAS, on May 19, 2013, a notice of public hearing for the Application was published in *The Southtown/Star*, a newspaper of general circulation within the Village; and

WHEREAS, the Plan Commission conducted the public hearing to consider the Application on June 4, 2013; and

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

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

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

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

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

Section 3. **Additional Finding.** In addition to the findings set forth in Section 2 above, the Board of Trustees further finds that no deviations from the applicable R-1 Single Family Residential District regulations are necessary to accommodate the conditional use.

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

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

1. **Compliance with Applicable Laws.** The Applicant shall comply with all applicable federal, state and local laws and ordinances relating to permitting, construction and similar actions.
2. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
3. **Compliance with Village Codes.** The Applicant shall ensure that the Subject Property will be in compliance with all building, code enforcement, fire, and health codes. Further, the Subject Property will be maintained in compliance with these codes as long as the community garden is in operation.
4. **Building Permits.** The Applicant shall submit all required building permit applications, if necessary, and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
5. **Compliance with R-1 Single Family Residential Zoning District.** The Applicant shall comply with all other applicable requirements of the R-1 Single Family Residential Zoning District.
8. **Compliance with Plans.** Any construction pursuant to the conditional use granted herein shall be in accordance with the plans, testimony and other evidence presented by the Applicant at the public hearing, with the exception of minor changes that will not alter the essential character of the development as presented.
9. **Conditional Use Limited to Applicant.** The conditional use shall be limited to the Applicant and shall not be transferable except upon reapplication, hearing and approval in the manner provided by the Village Code.

10. Agreement to Terms of Ordinance. This Ordinance shall be signed by an authorized officer of the Applicant to signify its agreement to the terms hereof.

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

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

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

PASSED this _____ day of _____, 2013.

APPROVED:

ATTEST:

Mayor

Clerk

ACKNOWLEDGMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

VILLAGE OF PARK FOREST

Thomas K. Mick, Village Manager

_____, 2013
Date



NOTES: 1. INTERPRETIVE SIGNAGE TO BE INSTALLED IN KEY LOCATIONS
 2. PUBLIC ART MAY BE ADDED IN THE FUTURE

