

AGENDA

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

Village Hall

7:00 p.m.

November 18, 2013

Roll Call

Public Hearing-Tax Levy

1. A Resolution Approving the Renewal of an Intergovernmental Agreement Between the Village of Park Forest and Rich Township in Regards to Rich Township's Monthly Health Stop Screenings and Rich Township Senior Village Nurse Services
2. A Resolution Authorizing the Park Forest Health Department to Apply for Certification As a Community Care Service Provider with the State of Illinois, Illinois Department on Aging

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.

VILLAGE OF PARK FOREST

MEMORANDUM

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

**FROM: Jenise Ervin,
Director of Public Health**

DATE: November 12, 2013

**RE: A RESOLUTION APPROVING THE RENEWAL OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
PARK FOREST AND RICH TOWNSHIP IN REGARDS TO RICH
TOWNSHIP'S MONTHLY HEALTH STOP SCREENINGS AND RICH
TOWNSHIP SENIOR VILLAGE NURSE SERVICES**

BACKGROUND/DISCUSSION:

Due to escalating fiscal costs and recent declining Medicare Revenues, the Health Department is seriously reviewing the feasibility of continuing Village Nurse Services through the Park Forest Health Department to the Rich Township. After recent discussions with Rich Township, it has been disclosed that the existing intergovernmental agreement between the Park Forest Health Department and Rich Township has not been revised or adjusted to meet the current costs incurred by the Village to provide ongoing Village Nurse and Health Screenings throughout the Rich Township Community. The last contract for this collaboration of services was reduced from \$40,000/year down to \$16,000/year in April of 2004.

The partnership between the Village of Park Forest/Park Forest Health Department and Rich Township has been a mutually fulfilling intergovernmental agreement that aides in health preventive measures and provides direct health education, health screenings and referral services to Seniors throughout the Rich Township community. This ongoing agreement is an extremely valuable community resource. The updated agreement as attached includes a revised contractual amount of \$27,150. Conversations with Rich Township Officials to this point in time indicate that they are amenable to this adjusted amount.

SCHEDULE FOR CONSIDERTATION:

This item will be on agenda of the Rules and Regular Board Meetings of October 18th for Board discussion and consideration.

RESOLUTION No. _____

A RESOLUTION APPROVING THE RENEWAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND RICH TOWNSHIP IN REGARDS TO RICH TOWNSHIP'S MONTHLY HEALTH STOP SCREENINGS AND RICH TOWNSHIP SENIOR VILLAGE NURSE SERVICES

BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois that the Intergovernmental Agreement between the Village of Park Forest and Rich Township, in regard to the Health Stop Program and Village Nurse Services, as attached hereto as Exhibit A and made part hereof, is hereby approved.

BE IT FURHTER RESOLVED, that the Village Manager and Director of Public Health are hereby authorized and directed to execute the Intergovernmental Agreement attached hereto as Exhibit A, in substantially the attached form, on behalf of the Village, as well as execute any and all additional documents necessary to carry out the terms thereof.

PASSED this _____ day of _____, 2013

APPROVED:

ATTEST:

Mayor

Village Clerk

EXHIBIT A

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND RICH TOWNSHIP IN REGARDS TO RICH TOWNSHIP'S MONTHLY HEALTH STOP SCREENINGS AND RICH TOWNSHIP SENIOR VILLAGE NURSE SERVICES

THIS AGREEMENT is made by and between the VILLAGE OF PARK FOREST, Cook and Will counties, Illinois, a municipal corporation (the 'VILLAGE'), whose mailing address is 350 Victory Boulevard, Park Forest, Illinois, 60466, (708) 748-1118 and the TOWNSHIP OF RICH, Cook County, Illinois, a unit of local government of the County of Cook, headquartered at 22013 Governors Highway, Richton Park, Illinois (708)748-5454 (hereinafter called 'TOWNSHIP').

WITNESSETH:

WHEREAS, the VILLAGE has established in 1952 the Park Forest Health Department, PFHD, a non-certified, resolution-type public health service that provides services to all areas of Rich Township that include customized holistic professional programs and services to assist senior citizens in the prevention, early intervention, professional treatment and monitoring of acute and chronic illness; and

WHEREAS, the VILLAGE has expressed in word or in action over time its concern for the quality of life of all of its residents, including senior citizens; and

WHEREAS, the TOWNSHIP, among other services, provides a wide variety of services for senior citizens with the goal of maximizing their potential for healthy, active and productive older years; and

WHEREAS, the VILLAGE and the TOWNSHIP desire to maximize the use of their resources to serve senior citizens in a comprehensive and efficient manner through intergovernmental cooperation.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. RELATIONSHIP OF PARTIES

Basic Relationship. Rich Township Senior Services and the Park Forest Health Department are separate and governmental entities. The relationship between the TOWNSHIP and the VILLAGE in matters pertaining to the provision of services for senior citizens is contractual. Neither the TOWNSHIP nor the VILLAGE nor the employees or agents of either party is considered the agent, employee or servant of the other party. As independent contracting parties, the TOWNSHIP and the VILLAGE maintain separate and independent management and each has full, unrestricted authority and responsibility regarding its organization and structure.

Business Insurance. The TOWNSHIP and the VILLAGE, as separate and independent entities, shall individually and independently carry, and at all times maintain in full force and effect, business and liability insurance for their own activities and locations.

2. DUTIES OF PARTIES

Role and responsibilities of Park Forest Health Department (PFHD) shall be,

- Plan and present an annual calendar of eleven health screening clinics or events subject to the approval of the Director of Rich Township Senior Services. Such calendar shall be prepared to coincide with the TOWNSHIP fiscal year of April 1 through March 31.
- Provide appropriate health professionals, other staff and supplies as necessary to conduct the health screening tests with appropriate professional explanations, education and follow-up of the results of the screenings. Small fees may be charged to participants for supplies.
- Establish and maintain a weekly Nursing Office in the following Rich Township congregate living facilities in collaboration with entire management of the buildings: Cedar Ridge Apartments, Juniper Towers, Garden House Apartments and the Victory Centre of Park Forest
- Write and submit in advance of the publication deadline a health related newsletter column on a topic pertinent to older adults and wellness.
- Provide an in-home assessment and referral to 25 pre-paid skilled nursing visits per fiscal year to older adults referred by the Rich Township and notify Township Director of Senior Services of assessment outcome within 72 hours of the referral.
- Evaluate and recommend to Rich Township Senior Services alterations in programs based upon utilization patterns, emerging health trends or concerns or regulatory changes.

Role and Responsibility of Rich Township Senior Services

The TOWNSHIP shall:

- Provide space for screening clinics at the Shirley Green Senior Citizen Center according to the approved annual schedule.
- Participate in planning meetings as appropriate.
- Maintain confidentiality of health information as required by regulation, policy and

procedure.

- Make available to the Park Forest Health Department all information regarding senior citizens as needed to fulfill this agreement.
- Pay VILLAGE \$27,150.00 in two installments for services described in previous section of this agreement.
- Additional service requested by TOWNSHIP will be billed at an hourly rate of **\$75.00**.

Park Forest Health Department – Service Provider	Itemized Services Included in This Contract	Itemized Cost per Service
Nursing Office - Cedar Ridge	2X/month	\$2500
Nursing Office - Juniper Towers	4X/month	\$3250
Nursing Office - Victory Centre	4X/Month	\$3750
Nursing Office - Garden House	4X/month	\$3350
11 Monthly Health Screenings	Fourth Thursdays 10:00 AM -12:00 PM	\$3300
Senior Ladies Health Screening	Annually in May	\$2250
Senior Men Health Screening	Annually in June	\$2250
Ten Newsletter health articles	April 1- March 31 annually	\$2000
Information and Referral Services	Year round	\$2000
25 Pre-paid skilled nursing home visits/wellness checks		\$2500
Grand Total for above services		\$27,150

3. TERMINATION RIGHTS

This AGREEMENT may be terminated at any time by either party with sixty (60) days written notice to the other party of the intent to terminate. In the event this AGREEMENT is terminated, the date of termination shall be specified in the written notice from the initiating party. The VILLAGE shall be entitled to payment for all services provided as scheduled or requested by the TOWNSHIP up to the date of the notice of cancellation.

This AGREEMENT shall commence on April 1, 2014 and shall be automatically renewed each year for an additional one (1) year cycle unless terminated by either party.

For the Village of Park Forest

Thomas K. Mick, Village Manager

Date

Jenise Ervin, RN, MSN Director, Health Department

Date

For The Township of Rich

Al Riley, Supervisor

Date

Sally Fuhrmann, Director, Senior Services

Date

VILLAGE OF PARK FOREST

MEMORANDUM:

TO: Mayor John Ostenburg
Village Board of Trustees

FROM: Jenise Ervin,
Director of Public Health

DATE: November 13, 2013

RE: A Resolution Authorizing the Park Forest Health Department to Apply for Certification As a Community Care Service Provider with the State of Illinois, Illinois Department on Aging

BACKGROUND/DISCUSSION:

On August 28, 2013, the Park Forest Health Department (PFHD) was audited by the Illinois Department of Public Health for a new license which covers “non-skilled home care services.” This new *Home Services License* governs the care delivered to local seniors under the Village’s long time “Bath Service” program. The PFHD is seeking approval of the Village Board to complete and application with the State of Illinois’ - Illinois Department on Aging Community Care Program. The Community Care Program (CCP) is a public entitlement program which offers in-home and community based services for qualified senior citizens (age 60+) as an alternative to premature nursing home placement

In September 2008, the Illinois State Administrative Codes governing the licensing standards for both skilled and non-skilled home care were revised. State code addressed Illinois Home Health, Home Services and Home Nursing agency codes and required *each type of agency service* to carry a separate license. The Health Department currently holds three separate home care licenses: 2 are for “**SKILLED HOME CARE**”- HOME HEALTH & HOME NURSING; 1 is for “**NON-SKILLED HOME CARE**”-HOME SERVICES (WHICH COVERS OUR BATH SERVICE PROGRAM).

In order to apply with the State of Illinois for the Community Care Program for Provider Certification, State Code requires all service provider applicants to go through a Provider Agency Certification Process. The application process involves a Community Care Provider (CCP) Application, a Legal Entity application, an application review and/or requests for additional documentation to credential the Park Forest Health Department as a credible business associate, then an onsite survey to the Park Forest Health Department and an onsite staff training will be done through the Illinois Department of Aging Bi-Annually. Once these steps are completed, the IDOA will make a decision whether or not to certify the Village/PFHD as a South

Suburban Community Care Service Provider and, if certification is granted, will begin to refer home service clients within our service area.

Currently the In-Home Service Reimbursement Rate is \$17.14 for one (1) hour of in-home direct service provided to the client. Provider agencies which provide health insurance for direct service workers qualify for an Enhanced Rate of \$1.61 for every unit of in-home service.

For the Health Department to submit an official application for consideration, documentation must include a resolution passed by the governing board which authorizes both the application for certification and execution of the provider agreement. The appropriate resolution is attached.

SCHEDULE FOR CONSIDERATION:

This item will appear on the agenda of the November 18, 2013 Rules and Regular Meetings for Board discussion and consideration.

RESOLUTION No. _____

**A RESOLUTION AUTHORIZING THE PARK FOREST HEALTH DEPARTMENT TO
APPLY FOR CERTIFICATION AS A COMMUNITY CARE SERVICE PROVIDER
WITH THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF AGING**

Whereas, the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois hereby certifies that it oversees the operations of the longstanding Park Forest Health Department; and

Whereas, Mayor and Board of Trustees believe it would be in the best interests of the Park Forest Health Department submit an application to the Illinois Department of Aging to become a Certified Community Care Service Provider.

NOW THEREFOR BE IT RESOLVED, that the Director of Public Health is authorized to submit such application to the Illinois Department of Aging. Furthermore, if the Park Forest Health Department is approved to be a Certified Community Care Service Provider, the Director of Public Health is authorized to execute the associated Provider Agreement and any/all additional documents necessary to carry out the terms thereof.

PASSED this _____ day of _____, 2013

APPROVED:

Mayor

ATTEST:

Village Clerk



COMMUNITY CARE PROGRAM PROVIDER CERTIFICATION APPLICATION FOR **IN-HOME SERVICE PSA 13**

INSTRUCTIONS: Please print or type (no pencil). Write "N/A" if question is not applicable.

Applicant: NURSES PLUS HOME HEALTHCARE

PART A. PROPOSED SERVICE AREA

1. Put a check mark (☑) in all township your agency is applying to serve in PSA 13:

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Barrington | <input type="checkbox"/> Hanover | <input type="checkbox"/> Northfield | <input type="checkbox"/> Riverside |
| <input type="checkbox"/> Berwyn | <input type="checkbox"/> Lemont | <input type="checkbox"/> Norwood Park | <input type="checkbox"/> Schaumburg |
| <input checked="" type="checkbox"/> Bloom | <input type="checkbox"/> Leyden | <input type="checkbox"/> Oak Park | <input type="checkbox"/> South Proviso |
| <input type="checkbox"/> Bremen | <input type="checkbox"/> Lyons | <input type="checkbox"/> Orland | <input type="checkbox"/> Stickney |
| <input type="checkbox"/> Calumet | <input type="checkbox"/> Maine | <input type="checkbox"/> Palatine | <input type="checkbox"/> Thornton |
| <input type="checkbox"/> Cicero | <input type="checkbox"/> New Trier | <input type="checkbox"/> Palos | <input type="checkbox"/> Wheeling |
| <input type="checkbox"/> Elk Grove | <input type="checkbox"/> Niles | <input checked="" type="checkbox"/> Rich | <input type="checkbox"/> Worth |
| <input type="checkbox"/> Evanston | <input type="checkbox"/> North Proviso
(less Brookfield &
LaGrange Park) | <input type="checkbox"/> River Forest | |

IF the geographic area is **smaller** than a township, identify municipalities or relevant portions of the township:

PARK FOREST, BEECHER, MOKENA, PEOTONE, FRANKFORT, CHICAGO HEIGHTS, SO. CHICAGO HEIGHTS, CRETE, STEGER, UNIVERSITY PARK, COUNTRY CLUB HILLS, RICHTON PARK, FLOSSMOOR.

FORD HEIGHTS, GLENWOOD, HOMEWOOD, MATTESON, LYNWOOD, OLYMPIA FIELDS, MONEE, TINLEY PARK.

ATTACH A MAP OF THE PROPOSED AREA.

2. If the geographic area is smaller than a county, you must meet one of the following exceptions:

- a. Serving limited or non-English speaking clients

Identify language group(s) served: _____

- b. Unit of local government

Provide details: MUNICIPAL OWNED HOME SERVICES, HOME NURSING & HOME HEALTH SERVICES THROUGH THE VILLAGE OF PARK FOREST (PARK FOREST HEALTH DEPARTMENT/ NURSES PLUS HOME HEALTHCARE)

- c. Benevolent, charitable, social or religious organization providing services under organization charter to a specific population or in an area smaller than a county, township or sub-area.

Provide details: DOES NOT APPLY

PART B. APPLICANT INFORMATION

1. LEGAL NAME OF AGENCY VILLAGE OF PARK FOREST
DBA - NURSES PLUS HOME HEALTHCARE

2. ADDRESS OF ADMINISTRATIVE OFFICE
Street: 350 VICTORY DRIVE (LOWER LEVEL)
City: PARK FOREST State: IL Zip Code: 60466
Telephone: (708) 748-1118 Ext. _____ Fax: (708) 748-1630

3. CONTACT PERSON AT ADMINISTRATIVE OFFICE
Name: JENISE ERVIN Title: DIRECTOR OF PUBLIC HEALTH
E-Mail: JERVIN@VOPE.COM

4. BUSINESS HOURS OF ADMINISTRATIVE OFFICE: 9:00 a.m. to 5:00 p.m.

Complete questions 5-11 for each local office in the PSA for which you are applying. Attach additional sheets as necessary.

5. ADDRESS OF LOCAL OFFICE (if different from Administrative Office)
Street: SAME AS ABOVE
City: _____ State: _____ Zip Code: _____
Telephone: (708) 748-1118 Ext. _____ Fax: (708) 748-1630

6. LOCAL OFFICE CONTACT PERSON
Name: MARGARET LEWIS, RN Title: NURSING SUPERVISOR
E-Mail: MLEWIS@VOPE.COM

7. BUSINESS HOURS OF LOCAL OFFICE: 9:00 a.m. to 5:00 p.m.

8. SERVICE HOURS OF LOCAL OFFICE: 9:00 a.m. to 5:00 p.m.

9. DAYS OF OPERATION OF LOCAL OFFICE:
 Monday Tuesday Wednesday Thursday Friday Saturday Sunday

10. DAYS/DATES WHEN SERVICE WILL NOT BE PROVIDED: NATIONALLY OBSERVED
HOLIDAYS - CHRISTMAS, NEW YEARS, JULY 4TH, MEMORIAL DAY, LABOR DAY
THANKSGIVING, VETERANS DAY

11. Number of Supervisors 2 **Number of Home Care Aides** 2

PART C. SERVICE INFORMATION

Check (X) Yes or No for questions 1 – 12

- 1.** I have read and understand **all** applicable Community Care Program rules set forth in 89 Illinois Administrative Code Part 240. **Yes** **No**
- 2.** I have read and understand the definition of In-Home Service as stated in Section 240.210 of the CCP rules. **Yes** **No**
- 3.** I have read and understand that I must provide the specific service components of In-Home Service as stated in Section 240.210(a) of the CCP rules, when required by the Plan of Care, including:
- a. teaching/performing of meal planning and preparation; routine housekeeping skills/tasks; shopping skills/tasks; and home maintenance and repairs; **Yes** **No**
 - b. performing/assisting with essential shopping/errands and handling the client's money, performing as specifically required by the plan of care and monitored by the homecare supervisor; **Yes** **No**
 - c. assisting with self-administered medication which shall be limited to: reminding the client to take his/her medications, reading instructions for utilization, uncapping medicine containers, and providing the proper liquid and utensil with which to take medications; **Yes** **No**
 - d. assisting with following a written special diet plan and reinforcement of diet maintenance; **Yes** **No**
 - e. observing client's functioning and condition and reporting to the supervisor as defined by the plan of care; **Yes** **No**
 - f. performing/assisting with personal tasks that are not medical in nature as defined by the plan of care; and **Yes** **No**
 - g. escort/transportation to medical facilities, or for essential errands/shopping, or for essential client business with or on behalf of the client as defined by the plan of care. **Yes** **No**
- 4.** I will comply with all aspects of the Plan of Care specified in CCP rule Section 240.730. **Yes** **No**
- 5.** I will comply with all Administrative Requirements for Certification specified in CCP rule Section 240.1505. **Yes** **No**
- 6.** I have read and understand that my agency must establish and comply with all written policies and procedures specified in CCP rule Section 240.1510. **Yes** **No**

7. I will be accountable for all Provider Responsibilities as specified in CCP rule Section 240.1520,

- a. I have read and understand that my agency must accept all CCP client referrals except under the conditions specified in CCP rule Section 240.1520 (f).
 Yes **No**
- b. I have read and understand that my agency shall not deviate from a CCP client's plan of care without specific direction from the Department or the Case Coordination Unit except under the conditions specified in CCP rule Section 240.1520 (g). **Yes** **No**
- c. I have read and understand that my agency must advise the CCU of any changes in the client's physical, mental or environmental needs when the changes would affect the client's eligibility or service level or would require a change in the plan of care, as specified in CCP rule Section 240.1520 (h).
 Yes **No**
- d. I have read and understand that my agency must respond to all client requests within 15 calendar days from the date of the request, as specified in CCP rule Section 240.1520 (i). **Yes** **No**
- e. I have read and understand that my agency must bill the Department electronically as specified in CCP rule Section 240.1520 (j). **Yes** **No**
- f. I have read and understand that my agency must bill a CCP client for any incurred expense for care in compliance with CCP rule Section 240.1520 (k).
 Yes **No**

8. I have read and understand as stated in CCP rule Section 240.1525 (a) that In-home service providers must maintain a physical facility in each planning and service area and must have all of the following:

- a. designated locked storage space for client records; **Yes** **No**
- b. accessibility of records for all clients served in the PSA when required by Department review staff or designees; **Yes** **No**
- c. a primary business telephone listed under the name of the business locally that allows for reliable, dependable and accessible communication; **Yes** **No**
- d. internet, facsimile and email access; and **Yes** **No**
- e. sufficient office space, office equipment and office support to fulfill the requirements of the contract. **Yes** **No**

9. I have read and understand as stated in Section 240.1525 (b), that the annual audit report required by the Department must include an independent Certified Public Accountant's opinion concerning the provider's compliance with financial Reporting requirements. **Yes** **No**

10. I have read and understand as stated in Section 240.1525 (c) that management staff of the in-home service provider shall be required to complete in-home service management training prior to the award of a CCP in-home service provider agreement from the Department. **Yes** **No**

11.

I have read and understand the staffing requirements required for in-home service provision as stated in CCP rule Section 240.1530, including the following:

- a. I have read and understand as stated in Section 240.1530 (c), that supervisors must maintain a maximum 15 minute response time when homecare aides they supervise are serving in a client's home; **Yes** **No**
- b. I have read and understand as stated in Section 240.1530 (d), that in-home service providers shall not sub-contract for management, supervisory or in-home staff; **Yes** **No**
- c. I have read and understand as stated in Section 240.1530 (e), that in-home service providers shall make one hour service segments available when needed to meet applicant/client needs; **Yes** **No**
- d. I have read and understand as stated in Section 240.1530 (g), that in-home service providers shall make extended evening weekday service and weekend service available to CCP clients as required by the plan of care and that a supervisor must be on-call and available whenever service is being provided; and **Yes** **No**
- e. I have read and understand, as stated in Section 240.1530 (i), the restriction imposed on the hiring of family caregivers. **Yes** **No**

12.

I have read and understand the required In-Home staff positions, qualifications, training and responsibilities as stated in Section 240.1535. **Yes** **No**

PART D. TRANSPORTATION

1.

How will transportation be provided to CCP clients when required by the Plan of Care?

- Client transportation is only provided in a vehicle(s) owned or leased by this agency.
- Client transportation is provided directly by the homecare aide.
- Client transportation will be provided by a subcontractor. "Part E., Request for Approval to Subcontract" form, must be submitted before an agreement can be executed.
- Client transportation is provided through public transportation.
- Arrangements have not yet been made for the provision of client transportation.

**PART E. ILLINOIS DEPARTMENT ON AGING
REQUEST FOR APPROVAL TO SUBCONTRACT**

MAKE COPIES AS NEEDED

A. REQUESTING AGENCY

Name: _____

SITE ADDRESS

Street: _____

City: _____ State: _____ Zip Code: _____

CONTACT PERSON

Name: _____

Title: _____

Telephone: () _____ Fax: () _____

B. SUBCONTRACTOR

Name: DOES NOT APPLY _____

ADDRESS

Street: _____

City: _____ State: _____ Zip Code: _____

Authorized Subcontractor Representative

Name: _____

Title: _____

Telephone: () _____ Fax: () _____

C. PURPOSE OF SUBCONTRACT

Signature (Authorized Representative/Requesting Agency)

Date

JENISE ERVIN RN, MSN, DIRECTOR OF PUBLIC HEALTH

Type or Print Name/Title (Authorized Representative/Requesting Agency)

PART F. APPLICANT SIGNATURE PAGE

By my notarized signature below, I certify that information in this In-home Service Provider Certification Application is true, accurate, and complete to the best of my knowledge as of the time of signing; that the agency is fiscally sound; that the service proposed herein complies with all Rules of the Community Care Program and will be provided to all eligible program participants in accordance with the Client Agreement-Plan of Care, regardless of race, color, national origin, religion, sex, sexual orientation, ancestry, marital status, physical or mental disability, unfavorable military discharge, or age; that the agency is in compliance with all applicable Federal, State, and local laws, regulations, and ordinances; and that the agency will cooperate with Department officials in verifying information and hereby authorizes any third party with relevant information bearing on the certification decision to release such information to the Department upon request.

I understand that knowingly providing false information or omitting information may result in denial of certification, decertification, or debarment as a service provider under the Community Care Program, termination of any Provider Agreement, and/or other enforcement action under federal and state law. I also agree to update this information as necessary so that it remains true, accurate, and complete while this application is being processed.

Jenise Ervin RN, MSN 11/12/13
 Signature of Authorized Representation Date

JENISE ERVIN RN, MSN / DIRECTOR OF PUBLIC HEALTH
 Name/Title (Type or Print)

NOTARY CERTIFICATE	
STATE OF <u>IL</u>)	SS:
COUNTY OF <u>COOK</u>)	
Subscribed and sworn to before me this <u>12th</u> day of <u>November</u> , 20 <u>13</u> .	
<u>Brenda Walker</u> Signature of Notary Public	<u>BRENDA WALKER</u> Printed or typed name of Notary Public
<u>COOK</u> County of residence	<u>03/30/14</u> Date commission expires

OFFICIAL SEAL
 BRENDA WALKER
 NOTARY PUBLIC - STATE OF ILLINOIS
 MY COMMISSION EXPIRES: 03/30/14

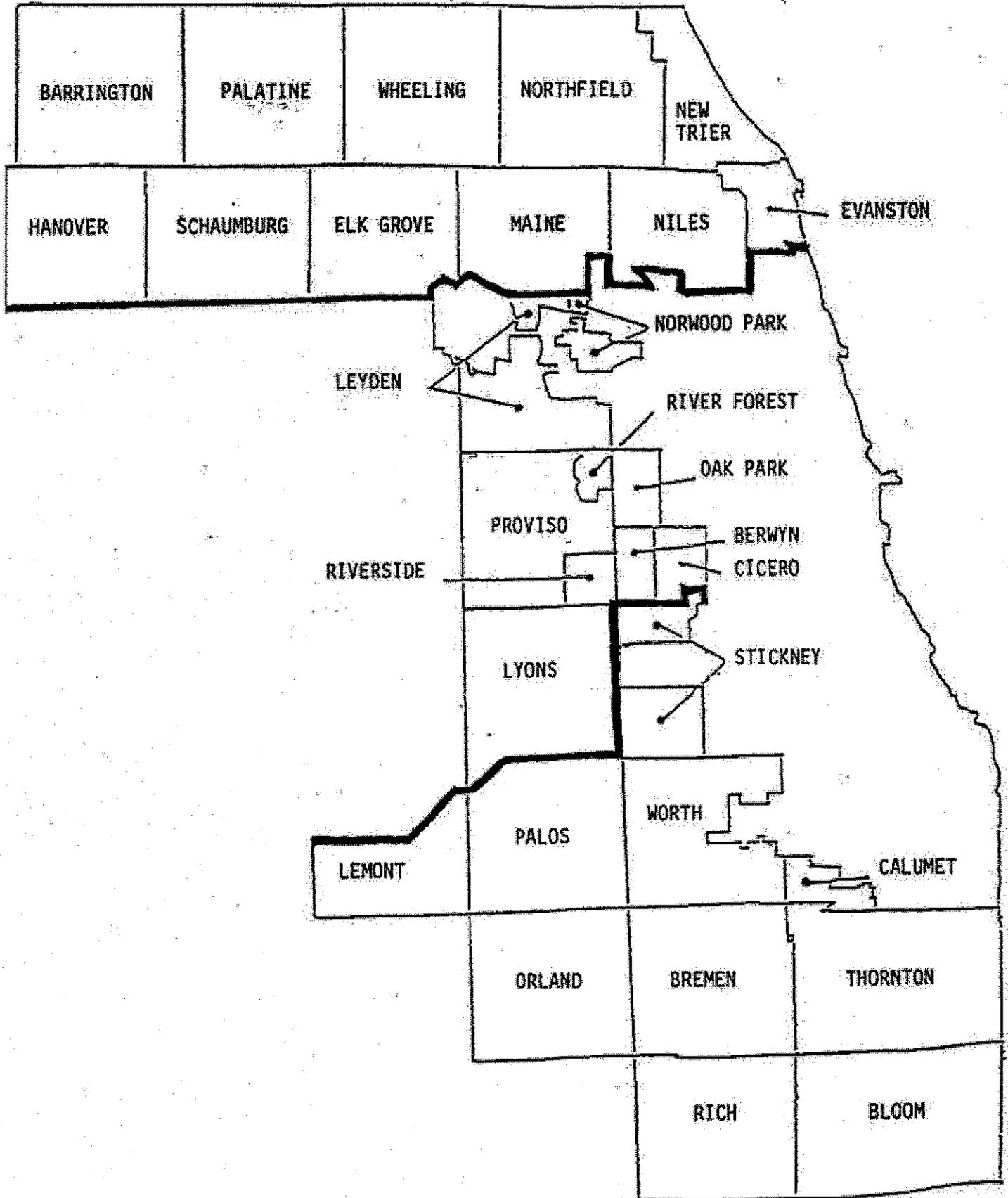
Return original and 2 copies of form to: REMEMBER TO KEEP A COPY FOR YOUR RECORDS

Illinois Department on Aging
 Attn: Office of Service Development and Procurement
 One Natural Resources Way, Suite 100
 Springfield, IL 62702-1271

This application is authorized as outlined by the Illinois Act on the Aging. Disclosure of this information is REQUIRED. Failure to provide information could result in denial of certification as a service provider under the Community Care Program.

The Illinois Department on Aging does not discriminate in admission to programs or treatment of employment in government-funded programs, services, or activities in compliance with applicable civil rights laws, policies, and procedures. If you feel you have been discriminated against, you have a right to file a complaint with the Illinois Department on Aging. For information, call the Senior HelpLine: 1-800-252-8966 (Voice); 1-888-206-1327 (TTY).

Suburban Cook County





COMMUNITY CARE PROGRAM PROVIDER CERTIFICATION APPLICATION FOR **IN-HOME SERVICE PSA 02**

INSTRUCTIONS: Please print or type (no pencil). Write "N/A" if question is not applicable.

Applicant: NURSES PLUS HOME HEALTHCARE

PART A. PROPOSED SERVICE AREA

1. Put a check mark (☑) in all counties your agency is applying to serve in PSA 02:

- | | |
|--|---|
| <input type="checkbox"/> DuPage County | <input type="checkbox"/> Kendall County |
| <input type="checkbox"/> Grundy County | <input type="checkbox"/> Lake County |
| <input type="checkbox"/> Kane County | <input type="checkbox"/> McHenry County |
| <input type="checkbox"/> Kankakee County | <input checked="" type="checkbox"/> Will County |

IF the geographic area is **smaller** than a county, identify municipalities or relevant portions of County(ies), Township(s) and/or Sub-area(s)/Zip Code(s):

PARK FOREST, BEECHER, MOKENA, PEOTONE, FRANKFORT, CHICAGO HEIGHTS, SO. CHICAGO HEIGHTS, CRETE, STEGER, UNIVERSITY PARK, COUNTRY CLUB HILLS, RICHTON PARK, FLOSSMOOR, FORD HEIGHTS, GLENWOOD, HOMEWOOD, MATTESON, LYNWOOD, OLYMPIA FIELDS, MONEE, TINLEY PARK.

ATTACH A MAP OF THE PROPOSED AREA.

2. If the geographic area is smaller than a county, you must meet one of the following exceptions:

- a. Serving limited or non-English speaking clients

Identify language group(s) served: _____

- b. Unit of local government

Provide details: MUNICIPAL OWNED HOME SERVICES, HOME NURSING & HOME HEALTH SERVICES THROUGH THE VILLAGE OF PARK FOREST (PARK FOREST HEALTH DEPARTMENT/ NURSES PLUS HOME HEALTHCARE)

- c. Benevolent, charitable, social or religious organization providing services under organization charter to a specific population or in an area smaller than a county, township or sub-area.

Provide details: DOES NOT APPLY

PART B. APPLICANT INFORMATION

1. LEGAL NAME OF AGENCY VILLAGE OF PARK FOREST
DBA - NURSES PLUS HOME HEALTHCARE

2. ADDRESS OF ADMINISTRATIVE OFFICE
Street: 350 VICTORY DRIVE (LOWER LEVEL)
City: PARK FOREST State: IL Zip Code: 60466
Telephone: (708) 748-1118 Ext. _____ Fax: (708) 748-1630

3. CONTACT PERSON AT ADMINISTRATIVE OFFICE
Name: JENISE ERVIN Title: DIRECTOR OF PUBLIC HEALTH
E-Mail: JERVIN@VOPF.COM

4. BUSINESS HOURS OF ADMINISTRATIVE OFFICE: 9:00 a.m. to 5:00 p.m.

Complete questions 5-11 for each local office in the PSA for which you are applying. Attach additional sheets as necessary.

5. ADDRESS OF LOCAL OFFICE (if different from Administrative Office)
Street: SAME AS ABOVE
City: _____ State: _____ Zip Code: _____
Telephone: (708) 748-1118 Ext. _____ Fax: (708) 748-1630

6. LOCAL OFFICE CONTACT PERSON
Name: MARGARET LEWIS, RN Title: NURSING SUPERVISOR
E-Mail: MLEWIS@VOPF.COM

7. BUSINESS HOURS OF LOCAL OFFICE: 9:00 a.m. to 5:00 p.m.

8. SERVICE HOURS OF LOCAL OFFICE: 9:00 a.m. to 5:00 p.m.

9. DAYS OF OPERATION OF LOCAL OFFICE:
 Monday Tuesday Wednesday Thursday Friday Saturday Sunday

10. DAYS/DATES WHEN SERVICE WILL NOT BE PROVIDED: NATIONALLY OBSERVED
HOLIDAYS - CHRISTMAS, NEW YEARS, JULY 4TH, MEMORIAL DAY, LABOR DAY
THANKSGIVING, VETERANS DAY

11. Number of Supervisors 2 **Number of Home Care Aides** 2

PART C. SERVICE INFORMATION

Check (X) Yes or No for questions 1 – 12

1. I have read and understand **all** applicable Community Care Program rules set forth in 89 Illinois Administrative Code Part 240. **Yes** **No**
2. I have read and understand the definition of In-Home Service as stated in Section 240.210 of the CCP rules. **Yes** **No**
3. I have read and understand that I must provide the specific service components of In-Home Service as stated in Section 240.210(a) of the CCP rules, when required by the Plan of Care, including:
 - a. teaching/performing of meal planning and preparation; routine housekeeping skills/tasks; shopping skills/tasks; and home maintenance and repairs; **Yes** **No**
 - b. performing/assisting with essential shopping/errands and handling the client's money, performing as specifically required by the plan of care and monitored by the homecare supervisor; **Yes** **No**
 - c. assisting with self-administered medication which shall be limited to: reminding the client to take his/her medications, reading instructions for utilization, uncapping medicine containers, and providing the proper liquid and utensil with which to take medications; **Yes** **No**
 - d. assisting with following a written special diet plan and reinforcement of diet maintenance; **Yes** **No**
 - e. observing client's functioning and condition and reporting to the supervisor as defined by the plan of care; **Yes** **No**
 - f. performing/assisting with personal tasks that are not medical in nature as defined by the plan of care; and **Yes** **No**
 - g. escort/transportation to medical facilities, or for essential errands/shopping, or for essential client business with or on behalf of the client as defined by the plan of care. **Yes** **No**
4. I will comply with all aspects of the Plan of Care specified in CCP rule Section 240.730. **Yes** **No**
5. I will comply with all Administrative Requirements for Certification specified in CCP rule Section 240.1505. **Yes** **No**
6. I have read and understand that my agency must establish and comply with all written policies and procedures specified in CCP rule Section 240.1510. **Yes** **No**

- 7.** I will be accountable for all Provider Responsibilities as specified in CCP rule Section 240.1520,
- a. I have read and understand that my agency must accept all CCP client referrals except under the conditions specified in CCP rule Section 240.1520 (f).
 Yes **No**
 - b. I have read and understand that my agency shall not deviate from a CCP client's plan of care without specific direction from the Department or the Case Coordination Unit except under the conditions specified in CCP rule Section 240.1520 (g). **Yes** **No**
 - c. I have read and understand that my agency must advise the CCU of any changes in the client's physical, mental or environmental needs when the changes would affect the client's eligibility or service level or would require a change in the plan of care, as specified in CCP rule Section 240.1520 (h).
 Yes **No**
 - d. I have read and understand that my agency must respond to all client requests within 15 calendar days from the date of the request, as specified in CCP rule Section 240.1520 (i). **Yes** **No**
 - e. I have read and understand that my agency must bill the Department electronically as specified in CCP rule Section 240.1520 (j). **Yes** **No**
 - f. I have read and understand that my agency must bill a CCP client for any incurred expense for care in compliance with CCP rule Section 240.1520 (k).
 Yes **No**

8. I have read and understand as stated in CCP rule Section 240.1525 (a) that In-home service providers must maintain a physical facility in each planning and service area and must have all of the following:

- a. designated locked storage space for client records; **Yes** **No**
- b. accessibility of records for all clients served in the PSA when required by Department review staff or designees; **Yes** **No**
- c. a primary business telephone listed under the name of the business locally that allows for reliable, dependable and accessible communication; **Yes** **No**
- d. internet, facsimile and email access; and **Yes** **No**
- e. sufficient office space, office equipment and office support to fulfill the requirements of the contract. **Yes** **No**

9. I have read and understand as stated in Section 240.1525 (b), that the annual audit report required by the Department must include an independent Certified Public Accountant's opinion concerning the provider's compliance with financial Reporting requirements. **Yes** **No**

10. I have read and understand as stated in Section 240.1525 (c) that management staff of the in-home service provider shall be required to complete in-home service management training prior to the award of a CCP in-home service provider agreement from the Department. **Yes** **No**

- 11.** I have read and understand the staffing requirements required for in-home service provision as stated in CCP rule Section 240.1530, including the following:
- a. I have read and understand as stated in Section 240.1530 (c), that supervisors must maintain a maximum 15 minute response time when homecare aides they supervise are serving in a client's home; **Yes** **No**
 - b. I have read and understand as stated in Section 240.1530 (d), that in-home service providers shall not sub-contract for management, supervisory or in-home staff; **Yes** **No**
 - c. I have read and understand as stated in Section 240.1530 (e), that in-home service providers shall make one hour service segments available when needed to meet applicant/client needs; **Yes** **No**
 - d. I have read and understand as stated in Section 240.1530 (g), that in-home service providers shall make extended evening weekday service and weekend service available to CCP clients as required by the plan of care and that a supervisor must be on-call and available whenever service is being provided; and **Yes** **No**
 - e. I have read and understand, as stated in Section 240.1530 (i), the restriction imposed on the hiring of family caregivers. **Yes** **No**
- 12.** I have read and understand the required In-Home staff positions, qualifications, training and responsibilities as stated in Section 240.1535. **Yes** **No**

PART D. TRANSPORTATION

- 1.** How will transportation be provided to CCP clients when required by the Plan of Care?
- Client transportation is only provided in a vehicle(s) owned or leased by this agency.
 - Client transportation is provided directly by the homecare aide.
 - Client transportation will be provided by a subcontractor. "Part E., Request for Approval to Subcontract" form, must be submitted before an agreement can be executed.
 - Client transportation is provided through public transportation.
 - Arrangements have not yet been made for the provision of client transportation.

**PART E. ILLINOIS DEPARTMENT ON AGING
REQUEST FOR APPROVAL TO SUBCONTRACT**

MAKE COPIES AS NEEDED

A. REQUESTING AGENCY

Name: _____

SITE ADDRESS

Street: _____

City: _____ State: _____ Zip Code: _____

CONTACT PERSON

Name: _____

Title: _____

Telephone: () _____ Fax: () _____

B. SUBCONTRACTOR

Name: DOES NOT APPLY _____

ADDRESS

Street: _____

City: _____ State: _____ Zip Code: _____

Authorized Subcontractor Representative

Name: _____

Title: _____

Telephone: () _____ Fax: () _____

C. PURPOSE OF SUBCONTRACT

Signature (Authorized Representative/Requesting Agency)

Date

JENISE ERVIN RN, MSN, DIRECTOR OF PUBLIC HEALTH

Type or Print Name/Title (Authorized Representative/Requesting Agency)

Joint Committee on Administrative Rules
ADMINISTRATIVE CODE

TITLE 89: SOCIAL SERVICES
CHAPTER II: DEPARTMENT ON AGING
PART 240 COMMUNITY CARE PROGRAM
SECTION 240.1600 PROVIDER AGENCY CERTIFICATION

Section 240.1600 Provider Agency Certification

- a) All services provided to Community Care Program clients shall be delivered in accordance with Provider Agreements entered into between certified provider agencies and the Department.
- b) For purposes of administrative efficiency, the Department may initiate the provider certification process for the CCP by a specific service, on a geographic basis, or in accordance with other criteria determined by the Department.
- c) **Initial Certification**
Any willing and qualified provider agency (see the federal Medicaid waiver, this Part and 42 CFR 431.51 (2008)) interested in the opportunity to enter into a Provider Agreement with the Department for the provision of CCP services shall comply with the following certification procedures:
 - 1) A provider agency requesting initial certification of qualifications shall submit, in a form and manner prescribed by the Department, material documenting the ability to comply with administrative requirements, service specifications and any other administrative or operational information required by the Department for the applicable service.
 - A) The Department or its designee will review the material submitted and, if necessary, will request additional information. The Department or its designee will conduct on-site reviews unless a performance review of the provider agency has already been completed by the Department or its designee within the prior 12 months.
 - B) If additional information is requested by the Department, the provider agency has 30 calendar days from the date of request to submit this information.
 - C) After 60 calendar days, the provider agency's request for certification of qualifications will be closed and all information must be

resubmitted to the Department if the provider agency wants to continue to request certification.

- 2) Provider agencies will be notified in writing of the results of the certification request. Those provider agencies determined by the Department to be qualified will be certified for a period of no more than 3 years and afforded the opportunity to execute a Provider Agreement (generally for a 3-year period) for the applicable service.

d) **Recertification**

The Department, or its designee, shall conduct recertification of each provider agency with a valid Provider Agreement no less frequently than every 3 years to determine continued compliance with qualifications for the applicable service. The timing of recertification shall be based upon the timing of the initial certification (see subsection (b)) or of the most recent recertification.

- 1) The Department, or its designee, shall notify each provider agency, in writing, at least 30 calendar days prior to recertification to request the material required for the recertification. Any provider agency interested in renewing its Provider Agreement shall submit, in a form and manner prescribed by the Department, material documenting the continued ability to comply with the administrative requirements, service specifications, and any other administrative or operational information required by the Department for the applicable service.
- 2) Before recertifying a service provider, the Department will conduct a performance review under Section 240.1660.
- 3) Provider agencies will be notified in writing of the results of the recertification.
- 4) Those provider agencies determined by the Department to be qualified will be recertified for a period of no more than 3 years and afforded the opportunity to execute renewal of the Provider Agreement (generally for a 3-year period) for the applicable service.

e) **Other initial certification or recertification considerations include, but are not limited to:**

- 1) pending or current Departmental on-notice or contract action for failure to adhere to Provider Agreement requirements, including a history of non-compliance with the Provider Agreement;
- 2) notification from another governmental entity of similar contract actions or non-compliance findings;
- 3) financial insolvency, criminal indictment or conviction, or other legal issues that, in the opinion of the Department, would make the award of a Provider Agreement contrary to the best interest of the State;

- 4) complaints forwarded to the Department by the Attorney General's office, the Better Business Bureau or other consumer protection organizations; or
 - 5) the current provider agency is not in good standing with the Department.
- f) The Department may require completion of additional disclosure statements and/or background inquiries if there is reason to believe offenses have occurred since completion of previous disclosures and background inquiries.
- g) The Director shall represent and act for the State in all matters pertaining to the Application for Certification process and Provider Agreements awarded. The Director receives all recommendations and has the ultimate decision making authority for issuing Provider Agreements. The Director reserves the right to allow the applicant to correct inadvertent, technical errors in the application when, in the Director's opinion, the best interest of the State will be served by the correction.
- h) Any provider agency denied initial certification of qualifications or recertification for the provision of CCP services shall be afforded the opportunity to submit another request to the Department after a 60-day period of time from issuance of the determination or notification of a final decision or other action on an objection filed pursuant to Section 240.1645. The provider agency may also object to the decision in a form and manner prescribed by the Department in the written notification of denial (see Section 240.1645).
- i) Provider Agreements will be entered with qualified provider agencies on a schedule determined by the Department, but no more frequently than semiannually after initial certification.

(Source: Amended at 33 Ill. Reg. 4830, effective March 23, 2009)



Community Care Program LEGAL ENTITY APPLICATION FOR PROVIDER CERTIFICATION

INSTRUCTIONS:

PLEASE PRINT OR TYPE (NO PENCIL). WRITE "N/A" IF QUESTION IS NOT APPLICABLE.

PART A: APPLICANT INFORMATION

1. LEGAL NAME OF APPLICANT AGENCY →	VILLAGE OF PARK FOREST	
a. D/B/A (if applicable) →	PARK FOREST HEALTH DEPARTMENT	
b. Commonly used name (if different from Line 1a.) →	NURSES PLUS HOME HEALTH CARE	
c. Web site address of applicant agency →	WWW.VILLAGEOFPARKFOREST.COM	
ATTACHMENT: Organization chart		
2. ADMINISTRATIVE OFFICE		
a. Address →	Street: 350 VICTORY DRIVE, LOWER LEVEL	
	City: PARK FOREST	
	State: IL	Zip Code: 60466
b. Business Hours/Days of Week →	MON.-FRIDAY 9:00AM-5:00PM	
c. Contact Person at Administrative Office →	Name: JENISE ERVIN RN, MSN	
	Title: DIRECTOR OF PUBLIC HEALTH	
	Phone: (708) 748-1118	Ext:
	Fax: (708) 748-1630	
	E-mail: JERVIN@VOPF.COM	
3. APPLICANT'S AUTHORIZED REPRESENTATIVE		
Name: JENISE ERVIN, MSN		
Title: DIRECTOR OF PUBLIC HEALTH		
Phone: (708) 283-5667	Ext.	
Fax: (708) 748-1630		
E-mail: JERVIN@VOPF.COM		

PART B: ORGANIZATIONAL INFORMATION

1. LEGAL STRUCTURE – MARK THE TYPE OF LEGAL STRUCTURE OF THE APPLICANT AGENCY.	
~ Individual/Sole Proprietorship	~ Not-for-Profit Corporation
~ Partnership	~ Unit of State Government
~ Corporation ~	<input checked="" type="checkbox"/> Unit of Local Government
~ Limited Liability Company	~ Other (specify) _____
ATTACHMENT: Legal Structure Documentation	
2. DIRECTORS, OFFICERS, OWNERS	
List the directors, officers or owners of the applicant agency. Attach page, if needed.	
Name: THOMAS K. MICK	Title: VILLAGE MANAGER
Name: MARY DANKOWSKI	Title: CHIEF FINANCIAL OFFICER
Name: DENYSE CARRERAS	Title: DIRECTOR OF HUMAN SERVICES
Name: SANDI BLACK	Title: ADMINISTRATIVE SECRETARY
3. AUTHORIZED REPRESENTATIVES OF THE APPLICANT AGENCY	
List ALL individuals who have been designated as an Authorized Representative of the applicant agency. Attach page, if needed.	
Name: JENISE ERVIN, MSN	Title: DIRECTOR OF PUBLIC HEALTH
Name: MARGARET LEWIS, BSN	Title: NURSING SUPERVISOR
Name:	Title:
Name:	Title:

PART C: FINANCIAL INFORMATION

1. FISCAL YEAR OF APPLICANT AGENCY: →	Month/Date through Month/Date JULY 1ST THROUGH JUNE 30TH
2. ILLINOIS DEPARTMENT OF HUMAN RIGHTS (IDHR) NUMBER: →	IDHR #:
3. FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) OR SOCIAL SECURITY NUMBER (individuals or sole proprietorships only) →	FEIN #: 366006040 OR
	Soc. Sec. #:
4. W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION →	a. Is your agency's W-9, Request for Taxpayer Identification Number and Certification, on file with the Illinois Comptr oller's Office? <input checked="" type="checkbox"/> Yes No
	b. If no, attach a completed W-9 for your agency. A form download is available at www.irs.gov .

REQUIRED FINANCIAL ATTACHMENTS:

- W-9 form, if applicable
- Audited financial report with a balance sheet, income statement, statement of cash flow, and all applicable notes for last complete fiscal year.
- Agency business plan.
- Bank reference for each account maintained by your agency.
- Budget narrative which discusses plans to monitor/analyze the budget and to cover potential cash flow problems and year-end deficits.

5. INSURANCE

Indicate below the applicant agency insurance coverage:

- a. General liability (\$1,000,000 per occurrence, \$3,000,000 in the aggregate) **Yes** **No**
- b. Motor vehicle liability, uninsured motorist and medical payments **Yes** **No**
- c. Volunteer protection **Yes** **No**
- d. Worker's compensation **Yes** **No**
- e. Other: THE VILLAGE FULL TIME EMPLOYEES ARE COVERED BY IRMA WORKMANS COMP

PART D: COMPUTER CAPABILITIES

1. COMPUTER SPECIFICATIONS

Does your agency's computer system meet the minimum specifications for Department Internet billing applications? (refer to instructions) **Yes** **No**

PART E: BUSINESS PRACTICE HISTORY

1. PAST BUSINESS PRACTICES

Mark all applicable items relevant to the service for which certification is sought regarding past business practices by the applicant agency and its affiliates (including the managers, directors or owners) for the 10-year period preceding the date of this application.

- denial, suspension, revocation or termination for cause of a license or contract, or any other enforcement action, such as court civil or criminal action
- termination of a contract or surrender of a license before expiration or allowing a contract/license to expire in lieu of enforcement action
- any federal or state Medicaid or Medicare sanctions or penalties relating to the operation of the agency including, but not limited to, Medicaid abuse or fraud
- any federal or state civil and/or criminal felony convictions
- operation of an agency that has been decertified in any state under Medicare or Medicaid
- citations for client abuse, neglect, injury, financial exploitation or inadequate care in any state
- None

ATTACHMENT: Business Practice Documentation

For any items checked, attach narrative and copy of determination issued by the applicable licensing body, business issuer, court or federal/state agency.

2. REFERENCES OR LETTERS OF RECOMMENDATION

Provide a minimum of five references or letters of recommendation from individuals and/or businesses which can attest to your agency's qualifications relevant to providing CCP services. Do not include any relatives.

Name/Phone Number:	Relationship with Agency/How long:
1. CHRISTINE R. BLUE, MPH (708) 747-2752	1. PREVIOUS AGENCY DIRECTOR
2. SALLY FURHMAN (708) 748-5454	2. DIRECTOR FOR RICH TOWNSHIP SENIORS CTR
3. DR. JAVETTE ORGAIN (773)251-3311	3.MEDICAL ADVISOR FOR CLINIC ONSITE
4. MAE BRANDON (708) 481-2419	4. PROF. ADVISORY BOARD MEMBER 10 YRS
5. JUDY SOPIARZ (708) 334-8463	5. FORMER VILLAGE NURSE SUPERVISOR 10 YRS

Attachment: References

Attach five (5) reference letters or letters of recommendation.

PART F: SERVICE INFORMATION

1. SERVICE FOR CERTIFICATION: In-Home ADS

2. EXPERIENCE**a. In-Home Service Providers:**

A **minimum of three years** experience in business operations providing In-home Service is required, **one** of which must be **in Illinois**. Does your agency meet this requirement?

1. My agency has been providing In-home Service for a minimum of three years.

Yes No

2. My agency has been providing In-home Service in Illinois for at least one year.

Yes No

If you answered "No" to either of the above questions, the Department must approve one of the following rule-based exceptions. Please indicate below the experience exception you are requesting.

3. Accreditation by a national organization as specified in Community Care Program rule Section 240.1505 (check the applicable organization):

Accreditation Commission for Health Care (ACHC)

Community Health Accreditation Program (CHAP)

The Joint Commission (JCOA)

Other (specify organization): JCOA INITIAL SURVEY IS SCHEDULED FOR 12/17/13

4. Other adjustment to the experience requirement (e.g., substituting management team experience for agency experience)

Attachment: Experience/Exception Documentation for In-Home Service Providers

Attach documentation of experience, accreditation or exception for in-home service applicants.

b. Adult Day Service Providers:

A **minimum of two years** experience in business operations providing Adult Day Service is required. Does your agency meet this requirement?

1. My agency has been providing Adult Day Service for a minimum of two years.

Yes No

If you answered "No" to the above question, the Department must approve one of the following rule-based exceptions. Please indicate below the experience exception you are requesting.

2. Accreditation by a national organization as specified in Community Care Program rule Section 240.1505 (check the applicable organization):

Commission on Accreditation of Rehabilitation Facilities (CARF)

Other (specify organization): _____

3. Other adjustment to the experience requirement (e.g., substituting management team experience for agency experience)

Attachment: Experience/Exception Documentation for **Adult Day Service** Providers
Attach documentation of experience, accreditation or exception for adult day service applicants.

PART G: PERSONNEL

Attachments: Policies and Procedures for:

- job descriptions
- wage ranges
- employee benefits
- promotion and evaluation criteria
- grievance procedures

PART H: APPLICANT CERTIFICATIONS

By my **notarized** signature below,

I certify that information in this Legal Entity Application for Provider Certification is true, accurate, and complete to the best of my knowledge as of the time of signing; that the agency is fiscally sound; that the service proposed herein complies with all Rules of the Community Care Program and will be available to all eligible participants regardless of race, color, national origin, religion, sex, ancestry, sexual orientation, marital status, physical or mental disability, unfavorable military discharge, or age; that this provider agency is in compliance with all applicable Federal, State, and local laws, regulations, and ordinances; and that this provider agency will cooperate with Department officials in verifying information and hereby authorizes any third party with relevant information bearing on the certification decision to release such information to the Department upon request.

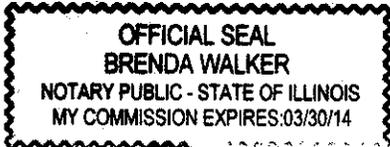
I understand that knowingly providing false information or omitting information may result in denial of certification, decertification or debarment as a service provider under the Community Care Program, termination of any provider agreement and/or other enforcement under federal and state law.

I also agree to update this information as necessary so that it remains true, accurate, and complete while this application is being processed.

Jenise Ervin, MSN 10/30/13 _____ DIRETOR OF PUBLIC HEALTH
 Signature of Authorized Representation Date

JENISE ERVIN, MSN /DIRECTOR OF PUBLIC HEALTH

Name/Title (Type or Print)

NOTARY CERTIFICATE		
STATE OF <u>ILLINOIS</u>)	SS:	
) COUNTY OF <u>COOK</u>)		
Subscribed and sworn to before me this <u>30th</u> day of <u>October</u> , 20 <u>13</u> .		
<u>Brenda Walker</u>	<u>BRENDA WALKER</u>	
Signature of Notary Public	Printed or typed name of Notary Public	
<u>COOK</u>	<u>3/30/2014</u>	
County of residence	Date commission expires	

Return original and 2 copies of form to: REMEMBER TO KEEP A COPY FOR YOUR RECORDS

Illinois Department on Aging
 ATTN: Office of Service Development and Procurement
 One Natural Resources Way, Suite 100
 Springfield, IL 62702-1271

This application is authorized as outlined by the Illinois Act on the Aging. Disclosure of this information is REQUIRED. Failure to provide information could result in denial of certification as a service provider under the Community Care Program.

The Illinois Department on Aging does not discriminate in admission to programs or treatment of employment in government-funded programs, services, or activities in compliance with applicable civil rights laws, policies, and procedures. If you feel you have been discriminated against, you have a right to file a complaint with the Illinois Department on Aging. For information, call the Senior HelpLine: 1-800-252-8966 (Voice); 1-888-206-1327 (TTY).

ATTACHMENT CHECK LIST

All items must be completed and attached, **in the order requested**, to both copies of the application at the time it is submitted so the Department can evaluate the application for approval. Do not leave any items blank. If an item does not apply, indicate "N/A." If additional space is needed, attach a separate sheet using the same format as below and labeling items as appropriate.

PART A. APPLICANT INFORMATION

Organization chart

PART B. ORGANIZATIONAL INFORMATION

Required Legal Structure Documentation

Individual/Sole Proprietorship or Partnership:

N/A "Certificate of Ownership of Business" issued by the county clerk for each county in which the provider is proposing to provide CCP service

Corporation or Limited Liability Company:

N/A "Certificate of Good Standing" from the Office of the Illinois Secretary of State certifying that the corporation has complied with the requirement to file an annual report and has paid required franchise taxes

Not-for Profit Corporation:

N/A "Certificate of Good Standing" from the Office of the Illinois Secretary of State certifying that the corporation has complied with the requirement to file an annual report,

AND

N/A A current letter from the Office of the Illinois Attorney General certifying that the corporation is in full compliance with **OR** is exempt from the charitable trust laws of the State of Illinois

Unit of State Government

N/A Letter from the Director or head of the agency citing statutory authority for the agency to enter into a Provider Agreement to provide the proposed CCP service

Unit of Local Government

Copy of a resolution or ordinance, passed by the governing body, authorizing application for certification and execution of the Provider Agreement. List designated individual for signature.

PART C. FINANCIAL INFORMATION

- Completed W-9 form for your agency, **if applicable**
- Audited financial report
- Agency business plan
- Bank reference(s)
- Budget narrative

PART E. BUSINESS PRACTICE HISTORY

- Narrative and copy of determination issued by the applicable licensing body, business issuer, court, or federal/state agency, **if applicable**
- Five Reference Letters or Letters of Recommendation

PART F. SERVICE INFORMATION

- Documentation of experience, accreditation or exception for in-home service applicants
- AND/OR**
- Documentation of experience, accreditation or exception for adult day service applicants

PART G. PERSONNEL

- Policies and procedures for job descriptions, wage ranges, employee benefits, promotion and evaluation criteria, and grievances

PART H. APPLICANT CERTIFICATIONS

- Signed and notarized document

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name Village of Park Forest	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other Municipality <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 350 Victory Drive	Requester's name and address (optional)
City, state, and ZIP code Park Forest IL 60466	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social security number

or

Employer identification number
3 6 6 0 0 6 0 4 0

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person <i>Way S Dandant</i>	Date <i>8/23/04</i>
-----------	---	---------------------

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

BINDER OF INSURANCE

29207

Named Insured: **Park Forest Health Department**

Mailing Address: **350 Victory Drive
Park Forest, IL 60466**

Term of this Binder **March 01,2013** To **March 01,2014** or upon policy issuance

Type of Coverage **Professional Liability**

Limit of Liability: **\$1,000,000 each claim / \$3,000,000 aggregate
\$5,000 deductible each claim**

Premium and rate if applicable **\$13,745.00, including taxes and fees**

Special Conditions **N/A**
Retrodate: 3/1/1995

Insurer(s): **Essex Insurance Company**

Policy No. **MM-823096**

Acting on the instructions of the Producer shown below, Alexander J. Wayne Associates, Inc. has bound coverage as describer above. This Binder is issued in accordance with confirmation from the Insurer(s) to evidence coverage until such time that policies are issued. Nothing contained herein shall be construed to be an actual insurance policy. Coverage as evidenced here shall follow the terms of the policy to be issued by the Insurer(s).

Producer: **Avex International, Inc.**
Address: **20 N. Wacker Drive, Suite 960
Chicago, IL 60606-**

Signed



for *Alexander J. Wayne and Associates Inc*
2551 N. Clark Street, Suite 601
Chicago, Illinois 60614
(773) 328-0500; Fax: (773) 328-0508

Dated: **February 27,2013**



Illinois Department of
PUBLIC HEALTH

HF 103847

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes, rules, rules and regulations and is hereby authorized to engage in the activity as indicated below.

Lamar Hasbrouck, MD, MPH
Acting Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
07/31/2014		4000182
Home Nursing Agency		

Park Forest Health Department
dba Nurses Plus Home Healthcare of Park Forest
350 Victory Drive

Park Forest, IL 60466

The face of this license has a colored background. Printed by authority of the State of Illinois, FIC 44012220-10M/3/12

→ DISPLAY THIS PART IN A
CONSPICUOUS PLACE

Exp. Date 07/31/2014

Lic Number 4000182

Date Printed 07/19/2013

Park Forest Health Department
dba Nurses Plus Home Healthcare of
350 Victory Drive

Park Forest, IL 60466

FEE RECEIPT NO.



**Illinois Department of
PUBLIC HEALTH**

HF104261

← DISPLAY THIS PART IN A
CONSPICUOUS PLACE

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

LaMar Hasbrouck, MD, MPH
Acting Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
09/30/2014		3000932
Home Services Agency		

Exp. Date 09/30/2014

Lic Number 3000932

Date Printed 10/02/2013

Nurses Plus Home Health Care of Park Forest

350 Victory Drive, Lower Level

Park Forest, IL 60466

Nurses Plus Home Health Care of Par

350 Victory Drive, Lower Level

Park Forest, IL 60466

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #4012320 10M 3/12

FEE RECEIPT NO.

07-31-13;07:44AM;

;217-782-0382

2 / 2



**Illinois Department of
PUBLIC HEALTH**

HF103901

← DISPLAY THIS PART IN A
CONSPICUOUS PLACE

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

LaMar Hasbrouck, MD, MPH
Acting Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	LICENSE NUMBER
07/31/2014		1001015
Home Health Agency ***** Skilled Nursing *** Speech Therapy ***** ***** Physical Therapy *** Occupational Therapy ***** **** Medical Social Services *** Home Health Aides ****		

Exp. Date 07/31/2014

Lic Number 1001015

Date Printed 07/31/2013

Nurses Plus Home Healthcare of Park Forest

350 Victory Drive

Park Forest, IL 60466

Nurses Plus Home Healthcare of Park

350 Victory Drive

Park Forest, IL 60466

The face of this license has a colored background. Printed by Authority of the State of Illinois • PC #4012320 10M 3/12

FEE RECEIPT NO.

LEGAL AUTHORITY

NURSES PLUS, Home Healthcare of Park Forest, is a licensed home health agency of the Park Forest Health Department, a unit of the Village of Park Forest. The Village of Park Forest is incorporated in the State of Illinois under Chapter 24 of the Illinois Revised Statutes.

TAX EXAMPT STATUS

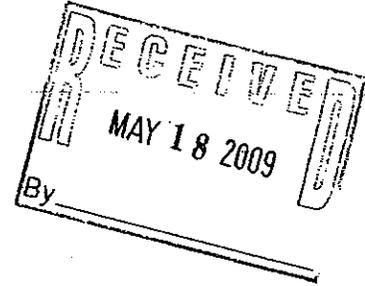
On May 24, 1949, the Village of Park Forest received a federal tax exemption under the identification of 36-6006040 AG 42.

LC:jk



Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0458651548
Apr 08, 2009 LTR 147C
36-6006040



VILLAGE OF PARK FOREST
350 VICTORY DR
PARK FOREST IL 60466-2003 508

Taxpayer Identification Number: 36-6006040

Form(s): LTR 147C

Dear Taxpayer:

This letter is in response to your telephone inquiry of April 8th, 2009.

Your Employer Identification Number (EIN) is 36-6006040. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

C VAN AELST
94-12174
Customer Service Representative



**ILLINOIS DEPARTMENT OF
PUBLIC HEALTH**
A Healthier Today For A Better Tomorrow

Bernard J. Turnock, M.D., Director

September 6, 1989

Lois Coxworth, R.N., Director
Nurses Plus Home Health Care
of Park Forest
200 Forest Boulevard
Park Forest, Illinois 60466

Dear Ms. Coxworth:

This is in response to your letter of May 11, 1989, in which you request expansion of your agency's geographic service area.

Your request has been evaluated by this Division's Field Operations Section and approved as submitted. Therefore, we have adjusted our records to indicate that your agency's approved geographic service area is as follows:

South Boundary: Peotone East to the Illinois Indiana Border
North Boundary: 175th Street
West Boundary: Harlem Avenue
East Boundary: Halsted Street

If you have any questions concerning the geographic service area expansion approval, please do not hesitate to call or write me.

Sincerely,

Don Gunter
Central Office Operations Section
Division of Health Facilities Standards

cc: Field Operations Section

ble/6467M

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

Village Hall 7:00 p.m. November 18, 2013

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor
Village Manager

Village Attorney
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: A Motion to Approve the Minutes of the Saturday Rules Meeting of November 2, 2013
2. Resolution: A Resolution Approving the Renewal of an Intergovernmental Agreement Between the Village of Park Forest and Rich Township in Regards to Rich Township's Monthly Health Stop Screenings and Rich Township Senior Village Nurse Services
3. Resolution: A Resolution Authorizing the Park Forest Health Department to Apply for Certification As a Community Care Service Provider with the State of Illinois, Illinois Department on Aging

DEBATABLE:

4. Ordinance: An Ordinance Levying Taxes for all Corporate Purposes for the Village of Park Forest, Cook and Will Counties, Illinois, for the Fiscal Year Beginning on the First day of July, 2013 and Ending on the Thirtieth of June, 2014 (First Reading)
5. Ordinance: An Ordinance to Abate a Portion of the 2013 Tax Levy for the Village of Park Forest, Cook and Will Counties, Illinois (Tax Levy Abatement Ordinance) (First Reading)

OVER

6. Ordinance: An Ordinance Providing for the Issuance of Not to Exceed \$882,500 Principal Amount Corporate Purpose Refunding Bond, Series 2013, of the Village of Park Forest, Cook and Will Counties, Illinois, and for the Levy and Collection of a Direct Annual Tax for the Payment of the Principal of and the Interest on Said Bond (First Reading)

Adjournment

NOTE: Copies of 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.

MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees Approve the Minutes of the Saturday Rules Meeting of November 2, 2012
2. A Resolution Authorizing the Park Forest Health Department to Apply for Certification As a Community Care Service Provider with the State of Illinois, Illinois Department on Aging
3. A Resolution Approving the Renewal of an Intergovernmental Agreement Between the Village of Park Forest and Rich Township in Regards to Rich Township's Monthly Health Stop Screenings and Rich Township Senior Village Nurse Services

11/18/13

**VILLAGE OF PARK FOREST
BOARD OF TRUSTEES
SATURDAY RULES MEETING
November 2, 2013**

PRESENT: Village Trustees Mae Brandon, JeRome Brown, Robert McCray and Georgia O'Neill;
Village Manager Tom Mick; Director of Community Development Larrie Kerestes

In the absence of Mayor Ostenburg, Trustee Mae Brandon called the meeting to order at 10:12 a.m.

Manager Mick informed the Board that there would be no Board meeting next Monday, November 4. He added that there would be both Rules and Regular meetings on November 18 and November 25. Manager Mick reviewed the items on the agenda for those meetings. He also reviewed some of the items that would be addressed at the upcoming Board Strategic Planning sessions.

Manager Mick stated that the Veteran's Day event would be on Wednesday, November 6 at 6:30 p.m. in the Village Hall Board Room.

Manager Mick informed the Board that 7 boxes were collected at the prescription take-back event.

Manager Mick stated that there was a large turnout for Safe Halloween.

Manager Mick informed the Board that there is a fund-raising event scheduled for next weekend for the Artist's Walk theatre.

Director of Community Development Larrie Kerestes informed the Board that notices were sent last week regarding the Home Improvement Loan Program for the area on the East side of Western Avenue. He added that information was sent out for the area West of Western Avenue in September.

Mr. Kerestes updated the Board on community development within the Village. The Board discussed the progress of the Habitat for Humanity houses in the Village. Trustee McCray commented that the Village should try to locate grant funds to assist residents in plumbing upgrades to homes with older plumbing.

There being no residents present and no further business, Trustee McCray made a motion, seconded by Trustee Brown, to adjourn the meeting. All in favor. Trustee Brandon adjourned the meeting at 11:03 a.m.

Respectfully submitted,

Phyllis Dyrda
Recorder

AGENDA BRIEFING

DATE: November 14, 2013

TO: Mayor John Ostenburg
Board of Trustees

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

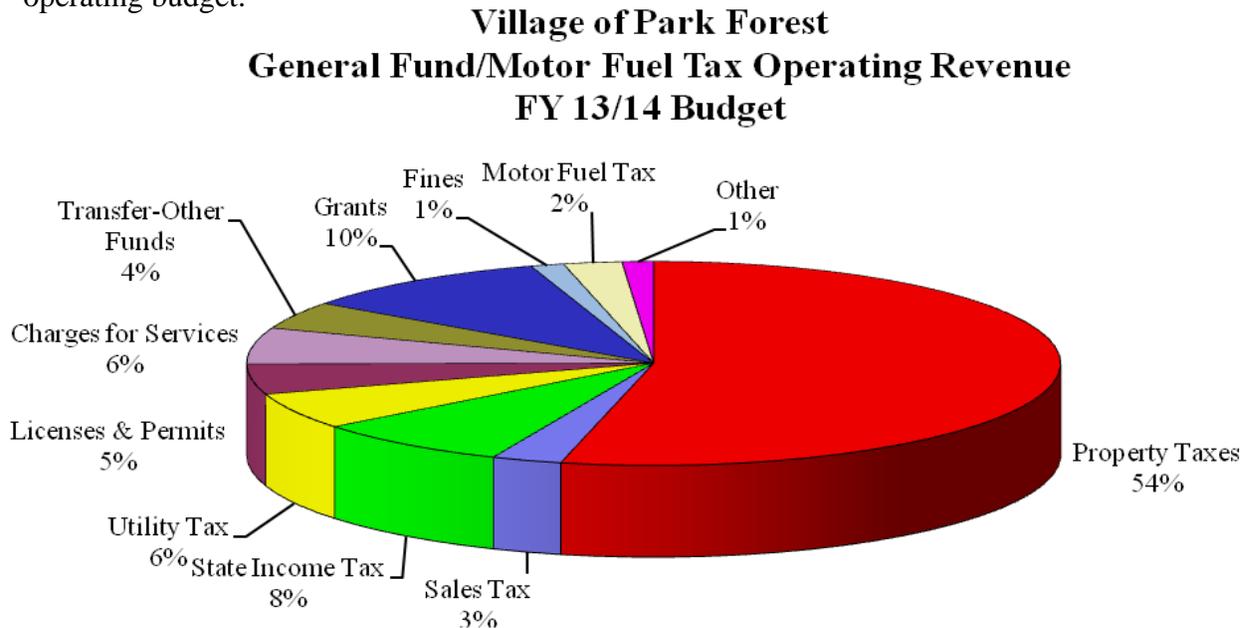
RE: An Ordinance Levying Taxes for all Corporate Purposes for the Village of Park Forest, Cook and Will Counties, Illinois, for Fiscal Year Beginning on the First Day of July, 2013 and Ending on the Thirtieth of June, 2014.

BACKGROUND DISCUSSION: First reading and the Public Hearing of the 2013 Tax Levy is scheduled for November 18. Final Reading and adoption is scheduled for the regular meeting on November 25. The Board has historically chosen to begin discussion of the tax levy as part of strategic planning in order to have a full picture of the financial position of the Village. This occurred on Saturday, October 12. The Library has now submitted their levy request and it represents a 1% increase over the prior year.

The 2014/2015 Budget will be funded by the 2013 levy. The tax levy consists of six separate categories. Each category is evaluated separately to determine levy needs. The categories are as follows:

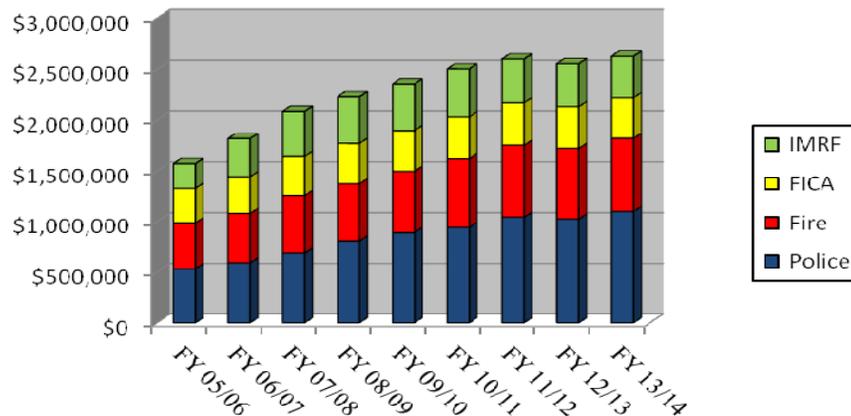
GENERAL CORPORATE

The property tax levy for general corporate purposes funds the general operations of the Village – Police, Fire, Administration, Public Works, Recreation and Parks, Health, Community Development and Economic Development – which are not funded by other sources. As can be seen in the pie chart below, the 2012 levy supported 54% of the total operating budget.



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

Property Tax Levy History - Pensions



As was indicated in the memo in the agenda package entitled “Preliminary Year-end Results for 2012/2013 and in the memo on “Current Year Trends,” revenues have not always kept pace with expenditures. Expenditure increases are factored in the property tax levy needs. When developing the levy, other revenue sources are also evaluated. Use of fund balance has previously allowed the Village to maintain a 3.4% or lower property tax increase for eleven of the last fourteen years.

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

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

In evaluating levy needs, increases in operating costs are assessed. Salaries are the largest expense for the Village. In the General Fund salaries represent \$10,015,866 or 53% of the total \$19,075,289 operating budget. Police and Fire personnel represent 63% of total salaries. For Fiscal 2014 personnel received a 2% salary increase, including police and fire. The dollar increase presented in the proposed levy assumes a 2.25% annual salary increase for all Village personnel, consistent with the Fire contract, and a 2% increase in other operating expenditures. After three years of no operating expense increase for departments a 2% increase was allowed for Fiscal 2012 to accommodate increasing cost of operations. The net result of levy needs and the use of General Fund balance on the general corporate property tax base is as follows:

2013 Tax Levy

GENERAL CORPORATE

Salaries 2.25%	\$ 225,000
Health Insurance 10%	199,129
Increase Storm Sewer Allocation from \$50,000 to \$100,000	50,000
Transfer sidewalk maintenance from MFT to General Fund	60,000
Other Expenditures 2%*	181,188
Additional Funds Needed for Operations	715,317
Utilize Portion of Fund Balance over 3 months reserve: **	(715,317)
Tax Levy Needs	\$ -

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

** Utilizing \$715,317 of fund balance leaves a 3.6 month reserve.

BONDS & INTEREST

The proposed levy for bonds and interest reflects a **decrease of \$59,056**. **The Village is able to abate \$850,000 in TIF Debt**. In addition, the debt restructuring recently undertaken will save tax levy dollars.

The recommended bond abatement and levy are as follows:

	<u>Actual Debt</u> <u>Debt Service</u>	<u>Funded From</u> <u>Other Sources</u> <u>(Abated)</u>	<u>Bond</u> <u>Levy</u>
General Fund	\$ 223,550	\$ -	\$ 223,550
Aqua Center	41,581	-	41,581
TIF	1,101,850	850,000	251,850
Water Fund	90,844	90,844	-
	\$1,457,825	\$ 940,844	\$ 516,981

The Village is able to abate a total of \$940,844 in the bond and interest levy.

This debt service does not include the \$1,286,989 annual payment required for the IEPA loan for the water plant or upcoming debt service for additional work. This payment will be covered by the water rates.

IMRF

The Village pays a designated percentage of salary for retirement benefits. The Illinois Municipal Retirement Fund determines this percentage. Because of prior favorable

investment results, the Village contribution decreased from a high of 8.99% of affected salaries in 1999 to 3.22% of salaries in 2003. In 2004, rates began to increase. Rates jumped from 3.22% of eligible salaries to 6.79%. This doubled costs. In 2005 rates increased to 8.06%. In 2006 rates increased to 9.21%. For 2007 rates began to decrease slightly to 8.79% followed by 8.54% in 2008 and 8.69% in 2009. Because of serious market losses, rates increased to 9.56% in 2010, 10.52% in 2011, 11.57% in 2012, 12.73% in 2013 and are projected to increase to 12.80% in 2014. The Village currently maintains an IMRF fund balance. Utilizing a portion of the fund balance coupled with savings in hiring delays and restructuring will allow for a 0% increase in the IMRF levy.

2012 IMRF levy	\$422,549
2013 IMRF levy	<u>422,549</u>
Increase in Levy	-

FICA

The Village also maintains a fund balance for FICA. Again, utilizing a portion of the fund balance and realizing savings in hiring delays and position restructuring allows for a 0% increase in FICA.

2012 FICA levy	\$411,042
2013 FICA levy	<u>411,042</u>
Increase in Levy	-

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

POLICE PENSION

The levy amount for the Police and Fire pensions are actuarially determined. (See attached correspondence.) Police and Fire pension benefit legislation adopted by the State legislature adds to municipal pension costs. Police and Fire disability pensions also add to pension costs. Recent legislation has positively impacted pension costs by increasing the amortization period from 22 to 30 years. The 2013 levy is impacted by new mortality tables. In 2011 the Village was able to reduce the interest rate assumptions moving closer to actual returns. A further reduction is reflected in this levy. In addition, a small additional levy is recommended to improve funding levels. This was recommended during the last bond rating financial assessment of the Village and will move the Village closer to the new Governmental Accounting Standards Board (GASB) guidelines. The Police Pension Fund earned 2.86% investment return for Fiscal 2013.

2012 Police Pension levy	\$1,135,449
Actuarial Recommended Increase	141,339
Additional Funding	<u>40,000</u>
2013 Police Pension levy	\$1,316,788

FIRE PENSION

The Fire pension levy is also affected by legislative changes and market factors. The Fire Pension Fund had gains last year of 3.58%. The actuarial funding recommendation and additional funding are as follows:

2012 Fire Pension levy	\$739,802
Actuarial Recommended Increase	89,878
Additional Funding	<u>40,000</u>
2013 Fire Pension levy	\$869,680

Below is summary information for the pension funds as follows:

	<u>Police</u>	<u>Fire</u>
Total Assets	\$19,484,545	\$10,898,005
Levy Request	1,316,788	869,680
Percent Funded	53.9%	50.8%
Annual Rate of Return	2.86%	3.58%

The Village has historically fully funded the actuarial recommendations.

LEVY SUMMARY

	Original 2012 <u>Levy</u>	Extended 2012 <u>Levy</u>	Proposed 2013 <u>Levy</u>
General			
Corporate	\$ 9,879,855	\$10,187,408	\$ 10,187,408
Bonds & Interest	549,028	576,037	516,981
IMRF	409,530	422,549	422,549
FICA	398,428	411,042	411,042
Police Pension	1,101,207	1,135,449	1,316,788
Fire Pension	<u>717,318</u>	<u>739,802</u>	<u>869,680</u>
Village Levy	\$ 13,055,366	\$13,472,287	\$ 13,724,448
Library	1,969,787	2,031,623	2,051,939
Total	<u>\$ 15,025,153</u>	<u>\$15,503,910</u>	<u>\$ 15,776,387</u>
Increase over Extended Levy:		1.9%	

Presented in the levy increase is the original and extended levy. Cook County adds a loss factor to the original levy to allow for uncollected taxes. The increase represents the increase to the extended levy. This is the “Truth in Taxation” Statutory requirement.

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

	<u>Tax Levy Increases</u>
1993	15.1%
1994	11.4%
1995	11.7%
1996	9.8%
1997	6.7%
1998	4.8%
1999	2.9%
2000*	2.9%
2001	2.9%
2002	2.9%
2003**	2.9%
2004	8.1%
2005	9.3%
2006*	2.6%
2007	3.3%
2008	3.0%
2009	6.0%
2010	3.1%
2011	3.4%
2012	2.7%
2013* Proposed	1.9%

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

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

Attached are the collection rate of taxes for the last 10 years which averages 94%

The actual increases experienced by taxpayers are a function of assessed value and new construction. Attached to the “Current Year Trends” memorandum is a ten-year history of equalized assessed value for the Village. On the average property tax bill the Village share of taxes range from \$1,800 to \$3,000. Therefore, a 1.9% increase in taxes will produce a \$34 to \$57 increase in a tax bill related to Village services.

In general, a 1% tax levy increase equates to \$134,722.

SCHEDULE FOR CONSIDERATION: This matter will appear on the Agenda of the Regular meeting of Monday, November 18, 2013 for First Reading and Public Hearing.

AGENDA BRIEFING

DATE: November 14, 2013

TO: Mayor John Ostenburg
Board of Trustees

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

RE: An Ordinance to Abate a Portion of the 2013 Tax Levy for the Village of Park Forest, Cook and Will Counties, Illinois (Tax Levy Abatement Ordinance)

BACKGROUND/DISCUSSION: The Village has certain General Obligation Debt of which a portion can be paid through the operations of the fund which generated the debt. During 2008 the Village refinanced two debt issuances to realize cost savings and accelerate debt service payments. For 2012, Debt Service for the following funds is:

	<u>Total Debt Service</u>	<u>Principal</u>	<u>Interest</u>
General Fund *	\$ 223,550	\$ 155,000	\$ 68,550
Aqua Center Fund	41,581	36,110	5,471
TIF Fund	1,101,850	835,000	266,850
Water Fund	<u>90,844</u>	<u>78,890</u>	<u>11,954</u>
	\$1,457,825	\$ 1,105,000	\$ 352,825

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

<u>Proposed Abatement</u>	
TIF Fund	850,000
Water Fund	<u>90,844</u>
	\$ 940,844

Total Debt Service minus the proposed abatement equals a levy amount of \$516,981. This amount does not include the \$1,286,989 in debt service associated with the IEPA loans funded through water rates.

By receiving tax increment the Village is able to abate a portion of the TIF debt. This abatement increased from \$800,000 to \$850,000. **(By abating these total taxes, the Village Board saves residents a 7% additional levy.)**

SCHEDULE FOR CONSIDERATION: This matter will appear on the Agenda of the Regular meeting of Monday, November 18, 2013, for First Reading.

ORDINANCE NO. 1993

**“AN ORDINANCE TO ABATE A PORTION OF THE 2013 TAX LEVY FOR THE
VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS”
(TAX LEVY ABATEMENT ORDINANCE)**

WHEREAS, on the 11/25/13, being a Tax Levy Ordinance for the calendar year 2013 for the Village of Park Forest, Cook and Will Counties, Illinois, was passed and approved; and

WHEREAS, the corporate authorities of the Village of Park Forest find that they have received during the Fiscal Year 2013 sufficient funds and revenues in the amount of **\$940,844**; and

WHEREAS, this Ordinance is adopted pursuant to the authority vested in the Village of Park Forest under law and pursuant to the home rule powers conferred on the Village of Park Forest by the Constitution of the State of Illinois:

WHEREAS, among other things, the Ordinance provided for the levying of the following amounts for the purposes specified as follows:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Village Board of Trustees of the Village of Park Forest, Cook and Will Counties, that Ordinance Number 1992 be adopted as attached, for submission to Cook and Will Counties.

SECTION 1: That the County Clerk of Cook and Will Counties are hereby authorized and directed to abate the 2013 Tax Levy as follows:

<u>PURPOSE</u>	<u>AMOUNT LEVIED</u>	<u>AMOUNT ABATED</u>	<u>BALANCE UNABATED</u>
General Corporate	10,187,408	-	10,187,408
Ill. Munic. Retirement Fund	422,549	-	422,549
Police Pension	1,316,788	-	1,316,788
Firefighters Pension	869,680	-	869,680
FICA (Social Security)	411,042	-	411,042
1999 GO Bonds	172,000	172,000	-
2008A GO Bonds	699,550	447,700	251,850
2008B GO Bonds	132,425	90,844	41,581
2012A GO Bonds	230,300	230,300	-
2012B GO Bonds	223,550		223,550
Library Operations Fund	1,767,112	-	1,767,112
Library IMRF Fund	89,528	-	89,528

<u>PURPOSE</u>	<u>AMOUNT LEVIED</u>	<u>AMOUNT ABATED</u>	<u>BALANCE UNABATED</u>
Library FICA Fund	57,928	-	57,928
Library Audit Fund	5,636	-	5,636
Library Liability/Workers Comp	80,000	-	80,000
Library Bldg and Maint. Fund	51,735	-	51,735
TOTAL	16,717,231	940,844	15,776,387

SECTION 2: That the Village Clerk is hereby directed to file with the County Clerks of Cook and Will Counties, Illinois a certified copy of this Ordinance on or before the time required by law.

SECTION 3: This Ordinance shall be in force from and after its passage, approval, signing and recording as provided by law.

Adopted this 24th day of November, 2013.

APPROVED:

ATTEST:

Village Mayor

Village Clerk

Ayes ____

Nays ____

Absent ____

AGENDA BRIEFING

DATE: November 14, 2013

TO: Mayor John Ostenburg
Board of Trustees

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

RE: An Ordinance Providing for the Issuance of Not to Exceed \$882,500 Principal Amount Corporate Purpose Refunding Bond, Series 2013, of the Village of Park Forest, Cook and Will Counties, Illinois, and for the Levy and Collection of a Direct Annual Tax for the Payment of the Principal of and the Interest on Said Bond

BACKGROUND/DISCUSSION: In 1999, the Village borrowed \$1,640,000 through the South Suburban Mayors and Managers Association (SSMMA) Bond Bank. These funds were used to construct Main Street through the Downtown. The bonds had a floating interest rate. Interest rates paid on these bonds, through the life of the bonds, have fluctuated from 7.19% down to 1.33% most recently. Because of limited use of the Bond Bank, SSMMA has decided to suspend the operation of the Bond Bank. As part of this process replacement funding has been negotiated with Fifth Third Bank.

As indicated on the “Term Sheet” the new bond will be for the outstanding balance, currently \$875,000, at an interest rate of 1.87%. The interest rate is extremely favorable because of current market conditions.

Bond closing will occur in mid-December. This bond has an automatic tax levy associated once filed with the Counties. The Village has been able to abate the taxes for debt service. Therefore, there is no property tax impact of this refinancing. SSMMA is covering all issuance costs.

SCHEDULE FOR CONSIDERATION: This matter will appear on the agenda of the Regular Meeting of November 18 for first reading.



**TERM SHEET
SUBJECT TO FINAL UNDERWRITING**

**\$4,449,000 Bond Pool
Refunding Bonds for the
South Suburban Mayors and Managers Association**

VILLAGE OF PARK FOREST (tranche E)

Bond Nominee: South Suburban Mayors and Managers Association

Lender: Fifth Third Bank ("Bank")

**Facility Type
And Amount:** Combined \$4,449,000 Term Bonds

(E) Village of Park Forest: \$875,000 Term Bond (Tax Exempt, BQ)

*Final underwriting will
confirm tax exempt bank
qualification by tranche*

**Term, Amortization &
Maturity Date:**

(E) Village of Park Forest: 76 months
Annual Principal & Interest 01/15/20,

see: Amortization
Schedules (attached)

Purpose: To refinance (6 Term Loans, 6 tranches) bonds on a Tax Exempt Bank
Qualified basis.

Interest Rate: (E) 1.87% Fixed, Tax Exempt, Bank Qualified

*The interest rates reflect
pricing as of the date of
this writing and are
subject to change at the
sole discretion of Fifth
Third Bank*

Commitment Fee: To be paid by South Suburban Mayors and Managers Association

Upfront Fee: To be paid by South Suburban Mayors and Managers Association

Amortization:

The Bonds will mature or be subject to mandatory redemption annually from **DATE TO BE ADDED** through their respective maturity dates, as shown below. The following amortization is for illustration purposes only. Upon refunding, the Village of Park Forest will be obligated to fund interest into (a) new account(s) that equals the interest due up to the refinancing date. Principal payments will continue to be due **per amortization schedules below**. From the refinancing date to the **DATE TO BE ADDED** payment date, the Village of Park Forest will pay interest at the new interest rate. The following are the mandatory redemption schedules by participant:

Amortization Schedule				
RATE	0.01869			
	Total	Payment applied		Principal
Date	Payment	Principal	Interest	Balance
12/01/13				875,000.00
01/15/14	102,044.00	100,000.00	2,044.00	775,000.00
01/15/15	124,684.36	110,000.00	14,684.36	665,000.00
01/15/16	127,600.12	115,000.00	12,600.12	550,000.00
01/15/17	135,449.71	125,000.00	10,449.71	425,000.00
01/15/18	143,052.71	135,000.00	8,052.71	290,000.00
01/15/19	150,494.79	145,000.00	5,494.79	145,000.00
01/15/20	147,747.40	145,000.00	2,747.40	-

Prepayment:

Prepayment penalty of 1% within 1 years, unless refinanced with Fifth Third Bank.

Covenants:

None

Financial Reporting:

Including but not limited to, annual audited financial statements within 180 days of participants fiscal year end, for duration of outstanding obligation.

Other Terms and Conditions:

Further consideration of commitment is subject to the following:

South Suburban Mayors and Managers Association will fund a Debt Service Reserve account equal to 10% of the bond amount. Subject to satisfactory payment history of the participants, the 10% balance requirement will be reconciled annually by Fifth Third Bank to reflect necessary balances and excess amounts will be released to the South Suburban Mayors and Managers Association.

All account fees related to the Debt Service Reserve account will be paid by the South Suburban Mayors and Managers Association monthly unless otherwise directed by Fifth Third Bank.

South Suburban Mayors and Managers Association will maintain their primary operating account at Fifth Third Bank for the duration of the facility, and pay all associated fees monthly unless otherwise directed by Fifth Third Bank.

Other standard conditions precedent for bond facilities of this nature. Completion of mutually satisfactory bond documentation including a documentary tax revenue pledge.

Collateral:

Documentary Pledge of tax revenues generated for the Village of Park Forest:

INSERT PLEDGE PER PARTICIPANT FOR GENERAL OBLIGATION

Professional and Legal Fees:

Other fees including, but not limited to:

Bank Counsel Fee, SSMMA Counsel Fee, and Fifth Third Securities Financial Advisory Fee to be paid by South Suburban Mayors and Managers Association.

Representations and Warranties:

Usual representations and warranties in connection with the bond Facility, including, without limitation, absence of material adverse change, absence of litigation, absence of default or unmatured default, and continued accuracy of representations.

Events of Default:

To include without limitation: (i) nonpayment of principal, interest, fees or other amounts, (ii) inaccuracy of representations and warranties, (iii) cross-default to other material agreements and indebtedness for the Borrower, (iv) bankruptcy and other insolvency events for the Borrower, (v) material judgements (vi) ERISA matters, (vii) actual or asserted invalidity of any loan documentation or security interests.

Waiver and Consents:

Waiver of jury trial.

This term sheet is dated October 30, 2013 and will expire on November 30, 2013. This is not a commitment to lend. The above terms are subject to change at the sole and absolute discretion of the Bank.

Mary Dankowski

From: Eileen Santschi <eileen.santschi@ssmma.org>
Sent: Friday, November 01, 2013 3:13 PM
Subject: SSMMA Bond Bank

Importance: High

Hello Bond Bank Borrowers-

As you are probably aware, SSMMA has decided to suspend the operation of the Bond Bank. Over the last few years use of the Bond Bank has diminished greatly and with only a little more than 9 years remaining in the life of the program the capacity for potential borrowers to finance for the long term has been reduced.

In order to have the least amount of impact on current borrowers SSMMA has negotiated replacement funding with Fifth Third Bank. An informational meeting regarding the refunding process will be held on **Thursday, November 7th at 4:30 pm at the SSMMA offices**. Representatives from Fifth Third Bank and the legal advising team will be on hand to explain the process, present the necessary legal documents and answer questions. **We strongly encourage you or your designated representative to attend**. Feel free to bring any additional municipal staff or officials that you feel should be in attendance.

Please RSVP via return email and indicate who will be attending from your municipality. Feel free to contact me with any questions. I look forward to seeing you next week.

Eileen M. Santschi
Director of Finance & Administration
South Suburban Mayors and Managers Association
1904 W. 174th Street
East Hazel Crest, IL 60429
Direct: (708)922-4676
Fax: (708)206-1133

**VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$882,500 PRINCIPAL AMOUNT CORPORATE PURPOSE REFUNDING BOND, SERIES 2013, OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, AND FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BOND

ADOPTED BY THE MAYOR AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF PARK FOREST
THIS 25TH DAY OF NOVEMBER, 2013

Published by authority of the Mayor
and Board of Trustees of the Village
of Park Forest, Cook and Will
Counties, Illinois this 25th day of
November, 2013

ORDINANCE NO. _____

MINUTES of a regular public meeting of the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, held at 350 Victory Drive, Park Forest, Illinois, in said Village at 8:00 p.m., on the 25th day of November, 2013

* * *

The Mayor called the meeting to order. Upon the roll being called by the Village Clerk, the following Trustees answered present: _____

and the following Trustees were absent:

thereby constituting a quorum.

* * *

Other matters not pertinent to the following were discussed.

* * *

Thereupon, Trustee _____ presented an ordinance as follows:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$882,500 PRINCIPAL AMOUNT CORPORATE PURPOSE REFUNDING BOND, SERIES 2013, OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, AND FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BOND

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 (the "Constitution"), and, as such, may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, South Suburban Mayors and Managers Association ("SSMMA") has established a loan program (the "Program") in an effort to help facilitate its funding needs for participating municipal entities, in order to provide a flexible, low cost, and responsive option to traditional funding alternatives for such participating municipal entities; and

WHEREAS, pursuant to the provisions of Section 6(d) of Article VII of the Constitution, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within forty (40) years from the time it is incurred without prior referendum approval; and

WHEREAS, the Village Mayor and Board of Trustees (the "Corporate Authorities"), pursuant to Ordinance No. 1672 adopted May 10, 1999, authorized the issuance of its \$1,640,000 Corporate Purpose Bond, Series 1999 (the "Prior Bonds") which was used to pay all or a portion of the costs of financing redevelopment projects within the Downtown Tax Increment

Redevelopment Project Area heretofore established by the Corporate Authorities on November 10, 1997 (the "TIF Area"), including remediation, demolition, asbestos removal, roadway construction, Village Green construction and parking lot construction, and to pay any of the costs incidental to such redevelopment project (the "Project"), and the Prior Bonds are, by their terms, subject to redemption; and

WHEREAS, the Corporate Authorities have heretofore determined and do hereby determine that it is advisable, necessary and in the best interests of the residents of the Village to pay for costs of (i) currently refunding the Prior Bonds (the "Refunding") and (ii) financing costs of issuance related thereto all for the benefit of the inhabitants of the Village by issuing the not to exceed \$882,500 Corporate Purpose Refunding Bond, Series 2013 (the "Bond") to be purchased by Fifth Third Bank, an Ohio banking corporation (the "Bank"); and

WHEREAS, the Village is a member of SSMMA and is located within 10 miles of the City of Oak Forest, Cook County, Illinois ("Oak Forest"); and

WHEREAS, SSMMA, acting as nominee for Fifth Third Bank, an Ohio banking corporation, will purchase the Bond, and together with the proceeds of other bonds issued by other municipalities will redeem all of the \$50,000,000 Revenue Bonds, Series 1989 (Homewood Pool – South Suburban Mayors and Managers Association Program) (the "Pool Bonds"), issued pursuant to that certain Trust Indenture dated as of August 1, 1989, as amended and supplemented by that certain First Supplemental Trust Indenture, dated as of August 1, 1992 (together, the "Indenture") between Oak Forest and American National Bank and Trust Company of Chicago (now known as The Bank of New York Mellon Trust Company, N.A.), as Trustee (the "Trustee"); and

WHEREAS, SSMMA will enter into an Agreement with the Bank, whereby SSMMA will deposit an amount to be held by the Bank as a reserve fund (the “SSMMA Reserve Fund”) for the Bond with SSMMA subrogated to the rights of the Bank under the Bond as provided in the Bond Order (as hereinafter defined) to the extent the SSMMA Reserve Fund is used to pay principal or interest on the Bond; and

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. 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:

"Bank" means Fifth Third Bank, an Ohio banking corporation, Cincinnati, Ohio.

"Bond" means the not to exceed \$882,500 Corporate Purpose Refunding Bond, Series 2013, authorized to be issued by this Ordinance, and any Bond issued in exchange therefor pursuant to Section 5 or 6 hereof.

"Bond Register" means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bond.

"Bond Registrar" means the Treasurer of the Village.

"Credit Enhancers" means the Credit Issuer and the Bank and the term.

"Paying Agent" means the Treasurer of the Village.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

Section 3. Authorization. It is necessary and in the best interest of the Village to participate in the Program and make certain covenants in connection therewith, to pay, or reimburse the Village for the payment of, the costs of the Project, including all related costs and expenses incidental thereto, and to borrow money and issue the Bond for such purposes. The Corporate Authorities hereby find that the Village is authorized to issue its corporate purpose refunding bond in an amount not to exceed \$882,500 for the purpose of paying, or reimbursing the Village for the payment of, the cost of the Project.

Section 4. Bond Details. There shall be borrowed on the credit of and for and on behalf of the Village an amount not to exceed \$882,500 for the payment, or reimbursing the Village for the payment, of the cost of the Project and the Bond shall be issued in said amount and shall be designated "Corporate Purpose Refunding Bond, Series 2013." The Bond shall be dated the date of initial delivery (the "Dated Date"), and shall also bear the date of authentication thereof. The Bond shall be in fully registered form, shall be numbered in such fashion as shall be determined by the Bond Registrar and the principal amount thereof shall become due and payable in installments on the fifteenth day of January of each year, commencing on January 15, 2014, as set forth in the Notification of Sale and Bond Order (the "Bond Order") which Bond Order may contain all other required terms and matters necessary for the closing and issuing of the Bond, including without limitation, those terms and matters specifically provided for herein.

The unpaid principal amount of the Bond shall bear interest from time to time 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 full principal amount of such Bond is paid or duly provided for, such interest being payable on the 15th day of each month, commencing on the fifteenth day of such month as provided in the Bond Order. The principal of and interest on the Bond are payable in lawful money of the United States of America at the principal corporate trust office of the Paying Agent; provided that payment of interest on the Bond shall be made to the owner thereof by check or draft mailed by the Paying Agent to such owner at the address of such owner as it appears on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such owner. At the option of the owner of the Bond, the principal of and interest on the Bond may be transferred by electronic transfer of immediately available funds to such owner pursuant to a written agreement between the owner and the Paying Agent.

The seal of the Village shall be affixed to or printed on the Bond, and the Bond shall be signed by the manual or facsimile signature of the Mayor of the Village and attested by the manual or facsimile signature of the Village Clerk of the Village, and in case any 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.

The Bond 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 for the Bond 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 such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of

authentication on the Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar.

Section 5. Registration of Bond; Persons Treated as Owners. The Village shall cause the Bond Register to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for this issue. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of the Bond.

The Bond may be transferred or exchanged in the manner and subject to the limitations as set forth in this Ordinance. The Bond may be transferred to any Credit Enhancer as provided in the Indenture and in addition may be transferred to any other transferee if there is delivered to the Village contemporaneously with such transfer an opinion of counsel experienced in securities laws matters to the effect that the Bond may be transferred to the intended transferee without registration under the Securities Act of 1933, as amended, or any applicable state laws and regulations or that the Bond has been registered thereunder.

Upon surrender for transfer of the Bond at the principal corporate trust office of the Bond Registrar duly endorsed by or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate date and deliver in the name of the transferee a new fully registered Bond of like tenor of the same maturity, bearing the same interest rate, of authorized denomination, and 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, that the principal amount of the Bond authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of the Bond less the principal amount of the Bond which has been paid.

The person in whose name the 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 the 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 the Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of the Bond, 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 the Bond except in the case of the issuance of a Bond for the unredeemed portion of the Bond surrendered for redemption.

Section 6. Redemption. The principal installments of the Bond are subject to redemption and prepayment at the option of the Village in whole or in part, from any available funds on any date. and if in part, in inverse order of maturity of the installments of principal, at the redemption price of par plus accrued interest to the date fixed for redemption, as provided in the Bond Order.

Unless waived by the Bondholders, notice of any such redemption shall be given by the Village by mailing the redemption notice by registered or certified mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to the Bank at the respective addresses set forth in Section 13.06 of the Indenture or at such other address as is furnished in writing by any such party to the Village.

All notices of redemption shall include at least the information as follows:

- (1) the redemption (prepayment) date;
- (2) the redemption price (par); and
- (3) if less than all of the outstanding principal amount of the Bond is to be redeemed, the identification of the installments of principal to be redeemed.

Prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the installments of principal which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the installments of principal so to be redeemed shall, 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 installments of principal of the Bond shall cease to bear interest. Such notice may be waived in writing by any party required to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice 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. Upon surrender of the Bond for redemption in accordance with said notice, such installments of principal of the Bond shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of the Bond, there shall be prepared for the registered owner a new Bond in the amount of the unpaid principal reflecting the principal amortization schedule resulting from such redemptions.

If any installment of principal of the Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 7. Form of Bond. The Bond shall be prepared in substantially the following form; provided, however, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [9] shall be inserted immediately after paragraph [1]:

(Form of Bond)

REGISTERED
NO. _____

REGISTERED AMOUNT
\$882,500

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF COOK AND WILL
VILLAGE OF PARK FOREST
CORPORATE PURPOSE REFUNDING BOND
SERIES 2013

Dated Date: _____, 2013

Registered Owner: South Suburban Mayors and Managers Association, as nominee for Fifth Third Bank, an Ohio banking corporation

Principal Amount: _____ DOLLARS

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Park Forest, Cook and Will Counties, 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 fifteenth day of January of each year, commencing on January 15, 2014, installments of the following principal amounts:

Principal Payment Date Principal Payment

The principal of and interest on this Bond are payable in lawful money of the United States of America at the principal corporate trust office of the Village Treasurer (the "Paying Agent"); provided that payment of interest on this bond shall be made to the Registered Owner hereof by check or draft mailed by the Paying Agent to such Registered Owner at the address of such Registered Owner as it appears on the registration books of the Village kept by the Village Treasurer (the "Bond Registrar") or at such other address as is furnished to the Paying Agent in writing by such Registered Owner.

[2] This Bond is issued by the Village for the purpose of paying all or a portion of the costs of financing redevelopment projects within the Downtown Tax Increment Redevelopment Project Area heretofore established by the Corporate Authorities on November 10, 1997 (the "TIF Area"), including remediation, demolition, asbestos removal, roadway construction, Village Green construction and parking lot construction, and to pay any of the costs incidental to such redevelopment project, pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, and in compliance with the Bond Ordinance.

[3] The principal installments of the Bond are subject to redemption and prepayment at the option of the Village, in whole or in part, from any available funds, on any date, and if in part, in inverse order of maturity of the installments of principal, at the redemption price of par plus accrued interest to the date fixed for redemption, provided that notice thereof is given pursuant to the Bond Ordinance.

[4] THIS BOND MAY BE TRANSFERRED OR EXCHANGED IN THE MANNER AND SUBJECT TO THE LIMITATIONS AS SET FORTH IN THE BOND ORDINANCE.

[5] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or an account of principal hereof and interest due hereon and for all other purposes and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

[6] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the Village, including this Bond, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[7] The City has designated the Bond as a qualified tax-exempt obligation to qualify the Bond for the \$10,000,000 exception from the provisions of Section 265(b) of the Internal Revenue Code of 1986 relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations.

[8] 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said Village of Park Forest, Cook and Will Counties, Illinois, by its Mayor and Board of Trustees, has caused its corporate seal to be affixed hereto or imprinted by facsimile hereon or hereunto affixed, and this bond to be signed by the manual or facsimile signature of the Mayor of the Village and attested by the manual or facsimile signature of the Village Clerk of the Village, all as of the Dated Date identified above.

Mayor

[SEAL]

ATTEST:

Village Clerk

Date of Authentication: _____, 2013

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
Village Treasurer of the Village of Park
Forest, Cook and Will Counties, Illinois

This Bond is the Bond described in the within mentioned ordinance and is the Corporate Purpose Refunding Bond, Series 2013, of the Village of Park Forest, Cook and Will Counties, Illinois.

Village Treasurer of the Village of Park Forest, Cook
and Will Counties, Illinois

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 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 8. Sale of Bond. The Bond shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon, be deposited with the Treasurer of the Village, and be by said Treasurer delivered to the purchaser thereof, namely, SSMMA, as nominee for the Bank, upon receipt of the purchase price thereof, the same being \$882,500; the contract for the sale of the Bond heretofore entered into is in all respects ratified, approved and confirmed, it being hereby found and determined that said contract is in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in said contract for the purchase of the Bond. The Mayor and the Treasurer of the Village are each hereby authorized to execute and deliver said contract.

Section 9. Tax Levy. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bond promptly when and as it falls due, together with amounts payable under Sections 19 and 21 of this Ordinance, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the Village a direct annual tax for each of the years while the Bond is outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the Village the direct annual tax which taxes are levied net of the proceeds of the Bond, along with other moneys lawfully available, being applied to the payment of principal of and interest on the Bond, as further provided in the Bond Order.

Principal or interest maturing at any time when there are not sufficient funds on hand From the foregoing tax levy to pay the same shall be paid from the general funds of the Village, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

Whenever other funds (including the proceeds of bonds issued to refund the Bond) are on hand and are legally available for the purpose of paying any principal of or interest on the Bond so as to enable the abatement of taxes levied for the same, such funds shall be deposited into the Bond Fund (as hereinafter defined) and the Corporate Authorities shall, by ordinance, direct the application of such funds for such purpose, and further, in and by such ordinance, shall direct the abatement of taxes by the amount so deposited. The necessary documentation shall be tiled with the County Clerk of The County of Cook, Illinois, in a timely manner to effect such abatement.

The Village covenants and agrees with the purchasers and the holders of the Bond that so long as the Bond remains outstanding, the Village will take no action or fail to take any action which in any way would materially adversely affect the ability of the Village to levy and collect the foregoing tax levy and the Village and its officers will comply in all material aspects with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bond; provided, however, that except as hereinafter provided, whenever other funds (including the proceeds of bonds or obligations issued to refund the Bonds) are made available for the purpose of paying any principal of or interest on the Bonds at maturity or upon redemption so as to enable the abatement of the taxes herein levied, or any portion thereof, the Corporate Authorities shall, by ordinance, direct the direct deposit of such funds into the hereinafter created Bond Fund or into a proper escrow account created solely for that purpose, and further, in and by such ordinance, shall direct the abatement of the taxes herein levied by the amount so deposited, and proper notification of the same shall be filed with the County Clerks of the Counties of Cook and Will, Illinois (the "County Clerks"), in a timely manner to effect such abatement; and further provided, that the hereinafter defined Incremental Property Taxes shall be

used solely and only to abate that portion of the taxes herein levied to pay debt service on that portion of the Bonds issued to pay redevelopment project costs, as provided in the Downtown Tax Increment Redevelopment Project Plan heretofore approved by the Corporate Authorities on November 10, 1997, and in the Tax Increment Allocation Redevelopment Act, as amended (the "TIF Act"). "Incremental Property Taxes" means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the TIF Area by any and all taxing districts having the power to tax real property in the TIF 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 TIF 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 of Illinois.

Section 10. Filing of Ordinance. Forthwith upon the passage of this ordinance, the Secretary of the Village is hereby directed to file a certified copy of this ordinance with the County Clerks of the Counties of Cook and Will, Illinois, and it shall be the duty of said County Clerks to annually in and for each of the years as provided in the Bond Order ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the Village in connection with other taxes levied in each of said years for years such annual tax shall be computed. extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the Village, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "Corporate Purpose Bond Fund (2013)" (the "Bond Fund"), which is hereby irrevocably pledged to and shall be used only for the purpose of paying

the principal of and interest on the Bond and any amounts payable under Sections 19 and 21 of this Ordinance.

Section 11. Creation of Funds and Appropriations. The principal proceeds of the Bond shall be deposited to the Project Fund (as defined below) and applied as described in the following paragraph. Taxes received for the payment of the Bond shall be deposited into the Bond Fund and used solely and only for paying the Bond and all amounts payable pursuant to Sections 19 and 21 of this Ordinance. Taxes deposited into the Bond Fund shall be spent in order which such taxes are collected. Interest received from deposits in the Bond Fund shall, at the discretion of the Corporate Authorities, either be transferred to such fund or funds of the Village as the Corporate Authorities shall direct or be retained in the Bond Fund for payment of the principal of or interest on the Bond on the interest payment date next after such interest is received.

The remaining principal proceeds of the Bond shall be deposited into the "2013 Project Fund" (the "Project Fund"), hereby created; and disbursements shall be made from the Project Fund only for payment of costs of the Project and for which such principal proceeds are hereby appropriated. Interest received from deposits in the Project Fund shall, at the discretion of the Corporate Authorities, either be transferred to the Bond Fund for payment of the principal of or interest on the Bond on the interest payment dated next after such interest is received or for payment of amounts payable pursuant to Sections 19 and 21 of this Ordinance or be retained in the Project Fund.

Section 12. General Covenants. The Village covenants and agrees with the registered owner of the Bond that, so long as the Bond remains outstanding and unpaid:

(a) 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.

(b) The Village will cause to be prepared within 180 days after the close of each fiscal year of the Village, so long as the Bond is outstanding, complete audited financial statements with respect to the funds and accounts of the Village for the preceding Project as of the end of such fiscal year. The Village will furnish a copy of such statements to the Bondholder and the Bank promptly upon receiving the same, but in no event later than 10 days after such financial statements become available. In addition the Village will promptly furnish to the Bank such additional financial information as the Bank reasonably requests.

(c) The Village will furnish the Bank a copy of the Village's annual budget within 30 days after approval of such budget by the Corporate Authorities.

(d) Whenever the Village is required to deliver financial statements under paragraph (b) of this Section 12, the Village will furnish to the Bank a statement to the effect that it is in compliance (the "Compliance Certificate") with all of the terms and conditions of this Ordinance or, if that is not the case, stating the nature of the Village's noncompliance and the measures taken by the Village to remedy the same.

(e) The Village will certify in its annual Compliance Certificate that no event has altered its home rule status.

(f) The Village shall promptly give written notice to the Bank of (i) any alteration of its home rule status, (ii) any failure of the tax collection rate (determined as described below) to exceed 90% in any year, and (iii) any reduction in the Village's long term bond rating by Moody's Investors Service, Inc. to a rating of less than Baa.

(g) The property tax collection rate, defined as the amount of the levy collected in one year divided by the total levy in that year, shall exceed 90% in each year.

(h) The Village will adopt, make, execute and delivery 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 holder of the Bond of the rights and benefits provided in this Ordinance.

Section 13. Non-Arbitrage and Tax Covenants. The Corporate Authorities represent, certify and covenant with the purchasers and holders of the Certificate from time to time outstanding that so long as the Certificate remains outstanding, moneys on deposit in any fund or account in connection with the Certificate, whether or not such moneys were derived from the proceeds of the sale of the Certificate or from any other source, will not be used in a manner which will cause the Certificate to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any lawful regulations promulgated with respect thereto. The Corporate Authorities reserve the right, however, to make any investment of moneys on deposit in any fund or account in connection with the Certificate permitted by state law, if, when and to the extent that said Section 148 or regulations promulgated with respect thereto shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of Edwards Wildman Palmer LLP, Chicago, Illinois, or another attorney at law or a firm of attorneys of national reputation in the area of tax-exempt municipal finance, result in the inclusion of interest on the Certificate in gross income for federal income tax purposes.

The Corporate Authorities further represent, certify and covenant with the purchasers and holders of the Certificate from time to time outstanding that so long as the Certificate remains outstanding, the proceeds of the Certificate (including the Project) will not be used in a manner which will cause the Certificate to be a "private activity bond" within the meaning of Section 141 of the Code, and any lawful regulations promulgated with respect thereto.

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 a Tax Certificate and Agreement to be prepared by counsel approving the Certificate; (c) to consult with such counsel and to comply with such advice as maybe given; (d) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificate; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; and (f) 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, all to the end that the Certificate not be an "arbitrage bond" or a "private activity bond" as aforesaid.

Section 14. Designation as Qualified Tax-Exempt Obligation. The Corporate Authorities recognize that Section 265(b)(3) of the Code provides that a "qualified tax-exempt obligation" as therein defined may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The Corporate Authorities hereby designate the Bond for purposes of Section 265(b)(3) of the Code as a "qualified tax-exempt obligation" as provided therein. In support of such designation, the Corporate Authorities covenant, represent and certify as follows:

(a) the Bond is not a "private activity bond" as defined in Section 141(a) of the Code,

(b) including the Bond, the Village (including any entities subordinate thereto and any entities issuing obligations on behalf of the Village) has not issued and will not issue in excess of \$10,000,000 in tax-exempt obligations during the calendar year of issuance of the Bond,

(c) for purposes of computing the amount of tax-exempt obligations issued by the Village during the calendar year of the issuance of the Bond, "qualified 501(c)(3) bonds", as defined in Section 145 of the Code, have not been and will not be taken into account; private activity bonds other than qualified 501(c)(3) bonds have been and will be taken into account, and

(d) including the Bond, the Village (including any entities subordinate thereto and any entities issuing obligations on behalf of the Village) has not and will not designate more than \$10,000,000 of its obligations as "qualified tax-exempt obligations" during the calendar year of issuance of the Bond.

Section 15. Registered Form. The Village agrees that it will not take any action to permit the Bond to be issued in, or converted into, bearer or coupon form.

Section 16. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the registered owner of the Bond and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

Section 17. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and Village Clerk of the Village are authorized to execute the Bond Registrar's standard form of

agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of the registered owner of the Bond as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of the Bond as provided herein;
- (d) to cancel and/or destroy a Bond which has been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the Village at least annually an audit confirmation of the outstanding and payments made with respect to interest on the Bond.

Section 18. Assignment of SSMMA's Rights. As a source of security for the Bond, SSMMA will assign to the Bank all SSMMA's rights under the Bond and the Ordinance (except for the rights of SSMMA to receive payment of expenses and indemnity against claims set forth in the Ordinance).

Section 19. Indemnification. To the extent permitted by law, at any time that the Bond is owned by SSMMA or the Bank (collectively, the "Indemnified Parties"), the Village agrees to indemnify and hold such Indemnified Parties harmless from and against, and to pay on demand, any and all claims, damages, losses, liabilities, costs and expenses whatsoever (including without limitation any costs relating to subpoenas, discovery or other matters related to litigation arising in connection with the transactions contemplated by this Ordinance, the Bond, and the Program)

which such Indemnified Parties may incur or suffer by reason of or in connection with the Bond, this Ordinance, or the Program reasonable fees and expenses of counsel for such Indemnified Parties as to its rights and responsibilities with respect thereto and all reasonable fees and expenses, if any, in connection with the enforcement or defense of the rights of such Indemnified Parties in connection therewith or the collection of any monies due under the Bond or this Ordinance; except, only if and to the extent that any such claim, damage, loss, liability, cost or expense shall be caused by the willful misconduct or gross negligence of the Indemnified Parties. The Village, upon demand by any Indemnified Party at any time, shall reimburse such Indemnified Party for any legal or other expenses incurred in connection with investigating or defending against any of the foregoing. The obligations of the Village under this Section shall survive payment of any funds due under the Bond or under this Ordinance.

Section 20. Amount of Capital. If any law or any governmental rule, regulation, policy, guideline or directive (whether or not having the force of law) or the interpretation thereof, or compliance of any Bank with such, affects the amount of capital required or expected to be maintained by such Bank or any corporation controlling such Bank and such Bank determines the amount of capital required is increased by or based upon the existence of the Bond or this Ordinance or instruments of such types, then such Bank shall from time to time notify the Village of the amount required which compensates it for any reduction in the rate of return on capital to an amount below that which it could have achieved but for such change in regulation, on an after tax basis (taking into account such Bank's policies as to capital adequacy) and the basis for such Bank's determination and the Village shall pay such amount to such Bank within 30 days of receipt of such notice by the Village. The amount of such additional expense shall be determined by such

Bank in good faith and shall be prima facie evidence of the same binding on the Village absent manifest error.

Section 21. Continuing Disclosure Undertaking. The Village shall send to the bondholder at its address shown on the Bond Registrar a copy of the Village's general purpose financial statements prepared in accordance with generally accepted accounting principles applicable to governmental units and in effect from time to time within 210 days after the end of each fiscal year of the Village.

Section 22. Defeasance. If payment or provision for payment is made, to or for the registered owner of the Bond, of the principal of an interest due and to become due on the Bond at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Bond Registrar or such bank or trust company as shall be designated by the Corporate Authorities (such bank or trust company hereinafter referred to as a "Defeasance Escrow Agent"), all sums of money due and to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, determine and be void except for purposes of registration, transfer and exchange of the Bond and any such payment from such moneys or obligations. The Bond shall be deemed to be paid within the meaning of this section when payment of the Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this ordinance or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided for by irrevocably depositing with the Bond Registrar or the Defeasance Escrow Agent, in trust and exclusively for such payment, (1) moneys sufficient to make such payment or (2) (A) direct obligations of the United States of America; (B) obligations of agencies of the United States of America, the timely payment of principal of and interest on which are guaranteed by the United

States of America:, or (C) instruments evidencing an ownership interest in obligations described in the preceding clauses (A) and (B), or (3) a combination of the investments described in clauses (1) and (2) above, such amounts so deposited being available or maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereon as will insure the availability of sufficient moneys to make such payment (all as confirmed by a nationally recognized firm of independent public accountants). At such times as the Bond shall be deemed to be paid hereunder as aforesaid, it shall no longer be secured by or entitled to the benefits of this ordinance, except for the purposes of registration, transfer and exchange of the Bond and any such payment from such moneys or obligations.

Nothing in this ordinance shall prohibit a defeasance deposit of escrow securities as provided in this section from being subject to a subsequent sale of such escrow securities and reinvestment of all or a portion of the proceeds of that sale in escrow securities which, together with money to remain so held in trust, shall be sufficient to provide for payment of principal, redemption premium, if any, and interest on the defeased Bond. Amounts held by the Registrar in excess of the amounts needed so to provide for payment of the defeased Bond, as appropriate, may be subject to withdrawal by the Village.

Section 23. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be printed or published promptly after passage in pamphlet form by authority of the Corporate Authorities and shall be in full force and effect immediately and forthwith upon such publication.

Section 24. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 25. Repealer and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby repealed and this Ordinance shall be in full force and effect immediately and forthwith upon its passage, approval and publication.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: November 25, 2013

APPROVED:

Mayor, Village of Park Forest,
Cook and Will Counties, Illinois

ATTEST:

Village Clerk, Village of Park Forest,
Cook and Will Counties, Illinois

Recorded in the municipal records on November 25, 2013.

Published in pamphlet form by authority of the Corporate Authorities on November ____, 2013.

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by the Village Clerk be adopted.

After a full and complete discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt said ordinance as read.

Upon roll being called, the following Trustees voted AYE: _____

NAY: _____

Whereupon the Mayor declared the motion carried and the ordinance adopted, and approved and signed the same in open meeting and directed 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, which was done.

* * *

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

* * *

Upon motion duly made, seconded and carried, the meeting was adjourned.

Village Clerk

Dated: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND ORDINANCE

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 thereof (the "Corporate Authorities").

I do further certify that the foregoing in a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 25th day of November, 2013 insofar as the same relates to the adoption of Ordinance No _____ entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$882,500 PRINCIPAL AMOUNT CORPORATE PURPOSE REFUNDING BOND, SERIES 2013, OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, AND FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BOND

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 news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance.

I do further certify that said ordinance was published in pamphlet form on the _____ day of November, 2013, by authority of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this _____ day of November, 2013.

[SEAL]

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of Cook, Illinois (the "County"), and as such official I do hereby certify that on the _____ day of _____, 2013, there was filed in my office a duly certified copy of Ordinance Number _____:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$882,500 PRINCIPAL AMOUNT CORPORATE PURPOSE REFUNDING BOND, SERIES 2013, OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, AND FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BOND

passed by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, on the 25th day of November, 2013, and approved by the Mayor of said Village, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunder affix my official signature and the seal of the County, this _____ day of _____, 2013.

County Clerk of the County of Cook, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of Will, Illinois (the "County"), and as such official I do hereby certify that on the _____ day of _____, 2013, there was filed in my office a duly certified copy of Ordinance Number _____:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$882,500 PRINCIPAL AMOUNT CORPORATE PURPOSE REFUNDING BOND, SERIES 2013, OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, AND FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BOND

passed by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, on the 25th day of November, 2013, and approved by the Mayor of said Village, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunder affix my official signature and the seal of the County, this _____ day of _____, 2013.

County Clerk of the County of Will, Illinois

[SEAL]



**TERM SHEET
SUBJECT TO FINAL UNDERWRITING**

**\$4,449,000 Bond Pool
Refunding Bonds for the
South Suburban Mayors and Managers Association**

VILLAGE OF PARK FOREST (tranche E)

Bond Nominee: South Suburban Mayors and Managers Association

Lender: Fifth Third Bank ("Bank")

**Facility Type
And Amount:** Combined \$4,449,000 Term Bonds

(E) Village of Park Forest: \$875,000 Term Bond (Tax Exempt, BQ)

*Final underwriting will
confirm tax exempt bank
qualification by tranche*

**Term, Amortization &
Maturity Date:**

(E) Village of Park Forest: 76 months
Annual Principal & Interest 01/15/20,

see: Amortization
Schedules (attached)

Purpose: To refinance (6 Term Loans, 6 tranches) bonds on a Tax Exempt Bank
Qualified basis.

Interest Rate: (E) 1.87% Fixed, Tax Exempt, Bank Qualified

*The interest rates reflect
pricing as of the date of
this writing and are
subject to change at the
sole discretion of Fifth
Third Bank*

Commitment Fee: To be paid by South Suburban Mayors and Managers Association

Upfront Fee: To be paid by South Suburban Mayors and Managers Association

Amortization:

The Bonds will mature or be subject to mandatory redemption annually from **DATE TO BE ADDED** through their respective maturity dates, as shown below. The following amortization is for illustration purposes only. Upon refunding, the Village of Park Forest will be obligated to fund interest into (a) new account(s) that equals the interest due up to the refinancing date. Principal payments will continue to be due **per amortization schedules below**. From the refinancing date to the **DATE TO BE ADDED** payment date, the Village of Park Forest will pay interest at the new interest rate. The following are the mandatory redemption schedules by participant:

Amortization Schedule				
RATE	0.01869			
	Total	Payment applied		Principal
Date	Payment	Principal	Interest	Balance
12/01/13				875,000.00
01/15/14	102,044.00	100,000.00	2,044.00	775,000.00
01/15/15	124,684.36	110,000.00	14,684.36	665,000.00
01/15/16	127,600.12	115,000.00	12,600.12	550,000.00
01/15/17	135,449.71	125,000.00	10,449.71	425,000.00
01/15/18	143,052.71	135,000.00	8,052.71	290,000.00
01/15/19	150,494.79	145,000.00	5,494.79	145,000.00
01/15/20	147,747.40	145,000.00	2,747.40	-

Prepayment:

Prepayment penalty of 1% within 1 years, unless refinanced with Fifth Third Bank.

Covenants:

None

Financial Reporting:

Including but not limited to, annual audited financial statements within 180 days of participants fiscal year end, for duration of outstanding obligation.

Other Terms and Conditions:

Further consideration of commitment is subject to the following:

South Suburban Mayors and Managers Association will fund a Debt Service Reserve account equal to 10% of the bond amount. Subject to satisfactory payment history of the participants, the 10% balance requirement will be reconciled annually by Fifth Third Bank to reflect necessary balances and excess amounts will be released to the South Suburban Mayors and Managers Association.

All account fees related to the Debt Service Reserve account will be paid by the South Suburban Mayors and Managers Association monthly unless otherwise directed by Fifth Third Bank.

South Suburban Mayors and Managers Association will maintain their primary operating account at Fifth Third Bank for the duration of the facility, and pay all associated fees monthly unless otherwise directed by Fifth Third Bank.

Other standard conditions precedent for bond facilities of this nature. Completion of mutually satisfactory bond documentation including a documentary tax revenue pledge.

Collateral:

Documentary Pledge of tax revenues generated for the Village of Park Forest:

INSERT PLEDGE PER PARTICIPANT FOR GENERAL OBLIGATION

Professional and Legal Fees:

Other fees including, but not limited to:

Bank Counsel Fee, SSMMA Counsel Fee, and Fifth Third Securities Financial Advisory Fee to be paid by South Suburban Mayors and Managers Association.

Representations and Warranties:

Usual representations and warranties in connection with the bond Facility, including, without limitation, absence of material adverse change, absence of litigation, absence of default or unmatured default, and continued accuracy of representations.

Events of Default:

To include without limitation: (i) nonpayment of principal, interest, fees or other amounts, (ii) inaccuracy of representations and warranties, (iii) cross-default to other material agreements and indebtedness for the Borrower, (iv) bankruptcy and other insolvency events for the Borrower, (v) material judgements (vi) ERISA matters, (vii) actual or asserted invalidity of any loan documentation or security interests.

Waiver and Consents:

Waiver of jury trial.

This term sheet is dated October 30, 2013 and will expire on November 30, 2013. This is not a commitment to lend. The above terms are subject to change at the sole and absolute discretion of the Bank.

Mary Dankowski

From: Eileen Santschi <eileen.santschi@ssmma.org>
Sent: Friday, November 01, 2013 3:13 PM
Subject: SSMMA Bond Bank

Importance: High

Hello Bond Bank Borrowers-

As you are probably aware, SSMMA has decided to suspend the operation of the Bond Bank. Over the last few years use of the Bond Bank has diminished greatly and with only a little more than 9 years remaining in the life of the program the capacity for potential borrowers to finance for the long term has been reduced.

In order to have the least amount of impact on current borrowers SSMMA has negotiated replacement funding with Fifth Third Bank. An informational meeting regarding the refunding process will be held on **Thursday, November 7th at 4:30 pm at the SSMMA offices**. Representatives from Fifth Third Bank and the legal advising team will be on hand to explain the process, present the necessary legal documents and answer questions. **We strongly encourage you or your designated representative to attend**. Feel free to bring any additional municipal staff or officials that you feel should be in attendance.

Please RSVP via return email and indicate who will be attending from your municipality. Feel free to contact me with any questions. I look forward to seeing you next week.

Eileen M. Santschi
Director of Finance & Administration
South Suburban Mayors and Managers Association
1904 W. 174th Street
East Hazel Crest, IL 60429
Direct: (708)922-4676
Fax: (708)206-1133

**VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$882,500 PRINCIPAL AMOUNT CORPORATE PURPOSE REFUNDING BOND, SERIES 2013, OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, AND FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BOND

ADOPTED BY THE MAYOR AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF PARK FOREST
THIS 25TH DAY OF NOVEMBER, 2013

Published by authority of the Mayor
and Board of Trustees of the Village
of Park Forest, Cook and Will
Counties, Illinois this 25th day of
November, 2013

ORDINANCE NO. _____

MINUTES of a regular public meeting of the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, held at 350 Victory Drive, Park Forest, Illinois, in said Village at 8:00 p.m., on the 25th day of November, 2013

* * *

The Mayor called the meeting to order. Upon the roll being called by the Village Clerk, the following Trustees answered present: _____

and the following Trustees were absent:

thereby constituting a quorum.

* * *

Other matters not pertinent to the following were discussed.

* * *

Thereupon, Trustee _____ presented an ordinance as follows:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$882,500 PRINCIPAL AMOUNT CORPORATE PURPOSE REFUNDING BOND, SERIES 2013, OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, AND FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BOND

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 (the "Constitution"), and, as such, may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, South Suburban Mayors and Managers Association ("SSMMA") has established a loan program (the "Program") in an effort to help facilitate its funding needs for participating municipal entities, in order to provide a flexible, low cost, and responsive option to traditional funding alternatives for such participating municipal entities; and

WHEREAS, pursuant to the provisions of Section 6(d) of Article VII of the Constitution, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within forty (40) years from the time it is incurred without prior referendum approval; and

WHEREAS, the Village Mayor and Board of Trustees (the "Corporate Authorities"), pursuant to Ordinance No. 1672 adopted May 10, 1999, authorized the issuance of its \$1,640,000 Corporate Purpose Bond, Series 1999 (the "Prior Bonds") which was used to pay all or a portion of the costs of financing redevelopment projects within the Downtown Tax Increment

Redevelopment Project Area heretofore established by the Corporate Authorities on November 10, 1997 (the "TIF Area"), including remediation, demolition, asbestos removal, roadway construction, Village Green construction and parking lot construction, and to pay any of the costs incidental to such redevelopment project (the "Project"), and the Prior Bonds are, by their terms, subject to redemption; and

WHEREAS, the Corporate Authorities have heretofore determined and do hereby determine that it is advisable, necessary and in the best interests of the residents of the Village to pay for costs of (i) currently refunding the Prior Bonds (the "Refunding") and (ii) financing costs of issuance related thereto all for the benefit of the inhabitants of the Village by issuing the not to exceed \$882,500 Corporate Purpose Refunding Bond, Series 2013 (the "Bond") to be purchased by Fifth Third Bank, an Ohio banking corporation (the "Bank"); and

WHEREAS, the Village is a member of SSMMA and is located within 10 miles of the City of Oak Forest, Cook County, Illinois ("Oak Forest"); and

WHEREAS, SSMMA, acting as nominee for Fifth Third Bank, an Ohio banking corporation, will purchase the Bond, and together with the proceeds of other bonds issued by other municipalities will redeem all of the \$50,000,000 Revenue Bonds, Series 1989 (Homewood Pool – South Suburban Mayors and Managers Association Program) (the "Pool Bonds"), issued pursuant to that certain Trust Indenture dated as of August 1, 1989, as amended and supplemented by that certain First Supplemental Trust Indenture, dated as of August 1, 1992 (together, the "Indenture") between Oak Forest and American National Bank and Trust Company of Chicago (now known as The Bank of New York Mellon Trust Company, N.A.), as Trustee (the "Trustee"); and

WHEREAS, SSMMA will enter into an Agreement with the Bank, whereby SSMMA will deposit an amount to be held by the Bank as a reserve fund (the “SSMMA Reserve Fund”) for the Bond with SSMMA subrogated to the rights of the Bank under the Bond as provided in the Bond Order (as hereinafter defined) to the extent the SSMMA Reserve Fund is used to pay principal or interest on the Bond; and

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. 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:

"Bank" means Fifth Third Bank, an Ohio banking corporation, Cincinnati, Ohio.

"Bond" means the not to exceed \$882,500 Corporate Purpose Refunding Bond, Series 2013, authorized to be issued by this Ordinance, and any Bond issued in exchange therefor pursuant to Section 5 or 6 hereof.

"Bond Register" means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bond.

"Bond Registrar" means the Treasurer of the Village.

"Credit Enhancers" means the Credit Issuer and the Bank and the term.

"Paying Agent" means the Treasurer of the Village.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

Section 3. Authorization. It is necessary and in the best interest of the Village to participate in the Program and make certain covenants in connection therewith, to pay, or reimburse the Village for the payment of, the costs of the Project, including all related costs and expenses incidental thereto, and to borrow money and issue the Bond for such purposes. The Corporate Authorities hereby find that the Village is authorized to issue its corporate purpose refunding bond in an amount not to exceed \$882,500 for the purpose of paying, or reimbursing the Village for the payment of, the cost of the Project.

Section 4. Bond Details. There shall be borrowed on the credit of and for and on behalf of the Village an amount not to exceed \$882,500 for the payment, or reimbursing the Village for the payment, of the cost of the Project and the Bond shall be issued in said amount and shall be designated "Corporate Purpose Refunding Bond, Series 2013." The Bond shall be dated the date of initial delivery (the "Dated Date"), and shall also bear the date of authentication thereof. The Bond shall be in fully registered form, shall be numbered in such fashion as shall be determined by the Bond Registrar and the principal amount thereof shall become due and payable in installments on the fifteenth day of January of each year, commencing on January 15, 2014, as set forth in the Notification of Sale and Bond Order (the "Bond Order") which Bond Order may contain all other required terms and matters necessary for the closing and issuing of the Bond, including without limitation, those terms and matters specifically provided for herein.

The unpaid principal amount of the Bond shall bear interest from time to time 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 full principal amount of such Bond is paid or duly provided for, such interest being payable on the 15th day of each month, commencing on the fifteenth day of such month as provided in the Bond Order. The principal of and interest on the Bond are payable in lawful money of the United States of America at the principal corporate trust office of the Paying Agent; provided that payment of interest on the Bond shall be made to the owner thereof by check or draft mailed by the Paying Agent to such owner at the address of such owner as it appears on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such owner. At the option of the owner of the Bond, the principal of and interest on the Bond may be transferred by electronic transfer of immediately available funds to such owner pursuant to a written agreement between the owner and the Paying Agent.

The seal of the Village shall be affixed to or printed on the Bond, and the Bond shall be signed by the manual or facsimile signature of the Mayor of the Village and attested by the manual or facsimile signature of the Village Clerk of the Village, and in case any 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.

The Bond 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 for the Bond 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 such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of

authentication on the Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar.

Section 5. Registration of Bond; Persons Treated as Owners. The Village shall cause the Bond Register to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for this issue. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of the Bond.

The Bond may be transferred or exchanged in the manner and subject to the limitations as set forth in this Ordinance. The Bond may be transferred to any Credit Enhancer as provided in the Indenture and in addition may be transferred to any other transferee if there is delivered to the Village contemporaneously with such transfer an opinion of counsel experienced in securities laws matters to the effect that the Bond may be transferred to the intended transferee without registration under the Securities Act of 1933, as amended, or any applicable state laws and regulations or that the Bond has been registered thereunder.

Upon surrender for transfer of the Bond at the principal corporate trust office of the Bond Registrar duly endorsed by or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate date and deliver in the name of the transferee a new fully registered Bond of like tenor of the same maturity, bearing the same interest rate, of authorized denomination, and 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, that the principal amount of the Bond authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of the Bond less the principal amount of the Bond which has been paid.

The person in whose name the 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 the 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 the Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of the Bond, 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 the Bond except in the case of the issuance of a Bond for the unredeemed portion of the Bond surrendered for redemption.

Section 6. Redemption. The principal installments of the Bond are subject to redemption and prepayment at the option of the Village in whole or in part, from any available funds on any date. and if in part, in inverse order of maturity of the installments of principal, at the redemption price of par plus accrued interest to the date fixed for redemption, as provided in the Bond Order.

Unless waived by the Bondholders, notice of any such redemption shall be given by the Village by mailing the redemption notice by registered or certified mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to the Bank at the respective addresses set forth in Section 13.06 of the Indenture or at such other address as is furnished in writing by any such party to the Village.

All notices of redemption shall include at least the information as follows:

- (1) the redemption (prepayment) date;
- (2) the redemption price (par); and
- (3) if less than all of the outstanding principal amount of the Bond is to be redeemed, the identification of the installments of principal to be redeemed.

Prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the installments of principal which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the installments of principal so to be redeemed shall, 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 installments of principal of the Bond shall cease to bear interest. Such notice may be waived in writing by any party required to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice 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. Upon surrender of the Bond for redemption in accordance with said notice, such installments of principal of the Bond shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of the Bond, there shall be prepared for the registered owner a new Bond in the amount of the unpaid principal reflecting the principal amortization schedule resulting from such redemptions.

If any installment of principal of the Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 7. Form of Bond. The Bond shall be prepared in substantially the following form; provided, however, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [9] shall be inserted immediately after paragraph [1]:

(Form of Bond)

REGISTERED
NO. _____

REGISTERED AMOUNT
\$882,500

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF COOK AND WILL
VILLAGE OF PARK FOREST
CORPORATE PURPOSE REFUNDING BOND
SERIES 2013

Dated Date: _____, 2013

Registered Owner: South Suburban Mayors and Managers Association, as nominee for Fifth Third Bank, an Ohio banking corporation

Principal Amount: _____ DOLLARS

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Park Forest, Cook and Will Counties, 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 fifteenth day of January of each year, commencing on January 15, 2014, installments of the following principal amounts:

Principal Payment Date Principal Payment

The principal of and interest on this Bond are payable in lawful money of the United States of America at the principal corporate trust office of the Village Treasurer (the "Paying Agent"); provided that payment of interest on this bond shall be made to the Registered Owner hereof by check or draft mailed by the Paying Agent to such Registered Owner at the address of such Registered Owner as it appears on the registration books of the Village kept by the Village Treasurer (the "Bond Registrar") or at such other address as is furnished to the Paying Agent in writing by such Registered Owner.

[2] This Bond is issued by the Village for the purpose of paying all or a portion of the costs of financing redevelopment projects within the Downtown Tax Increment Redevelopment Project Area heretofore established by the Corporate Authorities on November 10, 1997 (the "TIF Area"), including remediation, demolition, asbestos removal, roadway construction, Village Green construction and parking lot construction, and to pay any of the costs incidental to such redevelopment project, pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, and in compliance with the Bond Ordinance.

[3] The principal installments of the Bond are subject to redemption and prepayment at the option of the Village, in whole or in part, from any available funds, on any date, and if in part, in inverse order of maturity of the installments of principal, at the redemption price of par plus accrued interest to the date fixed for redemption, provided that notice thereof is given pursuant to the Bond Ordinance.

[4] THIS BOND MAY BE TRANSFERRED OR EXCHANGED IN THE MANNER AND SUBJECT TO THE LIMITATIONS AS SET FORTH IN THE BOND ORDINANCE.

[5] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or an account of principal hereof and interest due hereon and for all other purposes and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

[6] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the Village, including this Bond, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[7] The City has designated the Bond as a qualified tax-exempt obligation to qualify the Bond for the \$10,000,000 exception from the provisions of Section 265(b) of the Internal Revenue Code of 1986 relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations.

[8] 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said Village of Park Forest, Cook and Will Counties, Illinois, by its Mayor and Board of Trustees, has caused its corporate seal to be affixed hereto or imprinted by facsimile hereon or hereunto affixed, and this bond to be signed by the manual or facsimile signature of the Mayor of the Village and attested by the manual or facsimile signature of the Village Clerk of the Village, all as of the Dated Date identified above.

Mayor

[SEAL]

ATTEST:

Village Clerk

Date of Authentication: _____, 2013

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
Village Treasurer of the Village of Park
Forest, Cook and Will Counties, Illinois

This Bond is the Bond described in the within mentioned ordinance and is the Corporate Purpose Refunding Bond, Series 2013, of the Village of Park Forest, Cook and Will Counties, Illinois.

Village Treasurer of the Village of Park Forest, Cook
and Will Counties, Illinois

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 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 8. Sale of Bond. The Bond shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon, be deposited with the Treasurer of the Village, and be by said Treasurer delivered to the purchaser thereof, namely, SSMMA, as nominee for the Bank, upon receipt of the purchase price thereof, the same being \$882,500; the contract for the sale of the Bond heretofore entered into is in all respects ratified, approved and confirmed, it being hereby found and determined that said contract is in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in said contract for the purchase of the Bond. The Mayor and the Treasurer of the Village are each hereby authorized to execute and deliver said contract.

Section 9. Tax Levy. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bond promptly when and as it falls due, together with amounts payable under Sections 19 and 21 of this Ordinance, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the Village a direct annual tax for each of the years while the Bond is outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the Village the direct annual tax which taxes are levied net of the proceeds of the Bond, along with other moneys lawfully available, being applied to the payment of principal of and interest on the Bond, as further provided in the Bond Order.

Principal or interest maturing at any time when there are not sufficient funds on hand From the foregoing tax levy to pay the same shall be paid from the general funds of the Village, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

Whenever other funds (including the proceeds of bonds issued to refund the Bond) are on hand and are legally available for the purpose of paying any principal of or interest on the Bond so as to enable the abatement of taxes levied for the same, such funds shall be deposited into the Bond Fund (as hereinafter defined) and the Corporate Authorities shall, by ordinance, direct the application of such funds for such purpose, and further, in and by such ordinance, shall direct the abatement of taxes by the amount so deposited. The necessary documentation shall be tiled with the County Clerk of The County of Cook, Illinois, in a timely manner to effect such abatement.

The Village covenants and agrees with the purchasers and the holders of the Bond that so long as the Bond remains outstanding, the Village will take no action or fail to take any action which in any way would materially adversely affect the ability of the Village to levy and collect the foregoing tax levy and the Village and its officers will comply in all material aspects with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bond; provided, however, that except as hereinafter provided, whenever other funds (including the proceeds of bonds or obligations issued to refund the Bonds) are made available for the purpose of paying any principal of or interest on the Bonds at maturity or upon redemption so as to enable the abatement of the taxes herein levied, or any portion thereof, the Corporate Authorities shall, by ordinance, direct the direct deposit of such funds into the hereinafter created Bond Fund or into a proper escrow account created solely for that purpose, and further, in and by such ordinance, shall direct the abatement of the taxes herein levied by the amount so deposited, and proper notification of the same shall be filed with the County Clerks of the Counties of Cook and Will, Illinois (the "County Clerks"), in a timely manner to effect such abatement; and further provided, that the hereinafter defined Incremental Property Taxes shall be

used solely and only to abate that portion of the taxes herein levied to pay debt service on that portion of the Bonds issued to pay redevelopment project costs, as provided in the Downtown Tax Increment Redevelopment Project Plan heretofore approved by the Corporate Authorities on November 10, 1997, and in the Tax Increment Allocation Redevelopment Act, as amended (the "TIF Act"). "Incremental Property Taxes" means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the TIF Area by any and all taxing districts having the power to tax real property in the TIF 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 TIF 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 of Illinois.

Section 10. Filing of Ordinance. Forthwith upon the passage of this ordinance, the Secretary of the Village is hereby directed to file a certified copy of this ordinance with the County Clerks of the Counties of Cook and Will, Illinois, and it shall be the duty of said County Clerks to annually in and for each of the years as provided in the Bond Order ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the Village in connection with other taxes levied in each of said years for years such annual tax shall be computed. extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the Village, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "Corporate Purpose Bond Fund (2013)" (the "Bond Fund"), which is hereby irrevocably pledged to and shall be used only for the purpose of paying

the principal of and interest on the Bond and any amounts payable under Sections 19 and 21 of this Ordinance.

Section 11. Creation of Funds and Appropriations. The principal proceeds of the Bond shall be deposited to the Project Fund (as defined below) and applied as described in the following paragraph. Taxes received for the payment of the Bond shall be deposited into the Bond Fund and used solely and only for paying the Bond and all amounts payable pursuant to Sections 19 and 21 of this Ordinance. Taxes deposited into the Bond Fund shall be spent in order which such taxes are collected. Interest received from deposits in the Bond Fund shall, at the discretion of the Corporate Authorities, either be transferred to such fund or funds of the Village as the Corporate Authorities shall direct or be retained in the Bond Fund for payment of the principal of or interest on the Bond on the interest payment date next after such interest is received.

The remaining principal proceeds of the Bond shall be deposited into the "2013 Project Fund" (the "Project Fund"), hereby created; and disbursements shall be made from the Project Fund only for payment of costs of the Project and for which such principal proceeds are hereby appropriated. Interest received from deposits in the Project Fund shall, at the discretion of the Corporate Authorities, either be transferred to the Bond Fund for payment of the principal of or interest on the Bond on the interest payment dated next after such interest is received or for payment of amounts payable pursuant to Sections 19 and 21 of this Ordinance or be retained in the Project Fund.

Section 12. General Covenants. The Village covenants and agrees with the registered owner of the Bond that, so long as the Bond remains outstanding and unpaid:

(a) 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.

(b) The Village will cause to be prepared within 180 days after the close of each fiscal year of the Village, so long as the Bond is outstanding, complete audited financial statements with respect to the funds and accounts of the Village for the preceding Project as of the end of such fiscal year. The Village will furnish a copy of such statements to the Bondholder and the Bank promptly upon receiving the same, but in no event later than 10 days after such financial statements become available. In addition the Village will promptly furnish to the Bank such additional financial information as the Bank reasonably requests.

(c) The Village will furnish the Bank a copy of the Village's annual budget within 30 days after approval of such budget by the Corporate Authorities.

(d) Whenever the Village is required to deliver financial statements under paragraph (b) of this Section 12, the Village will furnish to the Bank a statement to the effect that it is in compliance (the "Compliance Certificate") with all of the terms and conditions of this Ordinance or, if that is not the case, stating the nature of the Village's noncompliance and the measures taken by the Village to remedy the same.

(e) The Village will certify in its annual Compliance Certificate that no event has altered its home rule status.

(f) The Village shall promptly give written notice to the Bank of (i) any alteration of its home rule status, (ii) any failure of the tax collection rate (determined as described below) to exceed 90% in any year, and (iii) any reduction in the Village's long term bond rating by Moody's Investors Service, Inc. to a rating of less than Baa.

(g) The property tax collection rate, defined as the amount of the levy collected in one year divided by the total levy in that year, shall exceed 90% in each year.

(h) The Village will adopt, make, execute and delivery 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 holder of the Bond of the rights and benefits provided in this Ordinance.

Section 13. Non-Arbitrage and Tax Covenants. The Corporate Authorities represent, certify and covenant with the purchasers and holders of the Certificate from time to time outstanding that so long as the Certificate remains outstanding, moneys on deposit in any fund or account in connection with the Certificate, whether or not such moneys were derived from the proceeds of the sale of the Certificate or from any other source, will not be used in a manner which will cause the Certificate to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any lawful regulations promulgated with respect thereto. The Corporate Authorities reserve the right, however, to make any investment of moneys on deposit in any fund or account in connection with the Certificate permitted by state law, if, when and to the extent that said Section 148 or regulations promulgated with respect thereto shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of Edwards Wildman Palmer LLP, Chicago, Illinois, or another attorney at law or a firm of attorneys of national reputation in the area of tax-exempt municipal finance, result in the inclusion of interest on the Certificate in gross income for federal income tax purposes.

The Corporate Authorities further represent, certify and covenant with the purchasers and holders of the Certificate from time to time outstanding that so long as the Certificate remains outstanding, the proceeds of the Certificate (including the Project) will not be used in a manner which will cause the Certificate to be a "private activity bond" within the meaning of Section 141 of the Code, and any lawful regulations promulgated with respect thereto.

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 a Tax Certificate and Agreement to be prepared by counsel approving the Certificate; (c) to consult with such counsel and to comply with such advice as maybe given; (d) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificate; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; and (f) 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, all to the end that the Certificate not be an "arbitrage bond" or a "private activity bond" as aforesaid.

Section 14. Designation as Qualified Tax-Exempt Obligation. The Corporate Authorities recognize that Section 265(b)(3) of the Code provides that a "qualified tax-exempt obligation" as therein defined may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The Corporate Authorities hereby designate the Bond for purposes of Section 265(b)(3) of the Code as a "qualified tax-exempt obligation" as provided therein. In support of such designation, the Corporate Authorities covenant, represent and certify as follows:

(a) the Bond is not a "private activity bond" as defined in Section 141(a) of the Code,

(b) including the Bond, the Village (including any entities subordinate thereto and any entities issuing obligations on behalf of the Village) has not issued and will not issue in excess of \$10,000,000 in tax-exempt obligations during the calendar year of issuance of the Bond,

(c) for purposes of computing the amount of tax-exempt obligations issued by the Village during the calendar year of the issuance of the Bond, "qualified 501(c)(3) bonds", as defined in Section 145 of the Code, have not been and will not be taken into account; private activity bonds other than qualified 501(c)(3) bonds have been and will be taken into account, and

(d) including the Bond, the Village (including any entities subordinate thereto and any entities issuing obligations on behalf of the Village) has not and will not designate more than \$10,000,000 of its obligations as "qualified tax-exempt obligations" during the calendar year of issuance of the Bond.

Section 15. Registered Form. The Village agrees that it will not take any action to permit the Bond to be issued in, or converted into, bearer or coupon form.

Section 16. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the registered owner of the Bond and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

Section 17. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and Village Clerk of the Village are authorized to execute the Bond Registrar's standard form of

agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of the registered owner of the Bond as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of the Bond as provided herein;
- (d) to cancel and/or destroy a Bond which has been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the Village at least annually an audit confirmation of the outstanding and payments made with respect to interest on the Bond.

Section 18. Assignment of SSMMA's Rights. As a source of security for the Bond, SSMMA will assign to the Bank all SSMMA's rights under the Bond and the Ordinance (except for the rights of SSMMA to receive payment of expenses and indemnity against claims set forth in the Ordinance).

Section 19. Indemnification. To the extent permitted by law, at any time that the Bond is owned by SSMMA or the Bank (collectively, the "Indemnified Parties"), the Village agrees to indemnify and hold such Indemnified Parties harmless from and against, and to pay on demand, any and all claims, damages, losses, liabilities, costs and expenses whatsoever (including without limitation any costs relating to subpoenas, discovery or other matters related to litigation arising in connection with the transactions contemplated by this Ordinance, the Bond, and the Program)

which such Indemnified Parties may incur or suffer by reason of or in connection with the Bond, this Ordinance, or the Program reasonable fees and expenses of counsel for such Indemnified Parties as to its rights and responsibilities with respect thereto and all reasonable fees and expenses, if any, in connection with the enforcement or defense of the rights of such Indemnified Parties in connection therewith or the collection of any monies due under the Bond or this Ordinance; except, only if and to the extent that any such claim, damage, loss, liability, cost or expense shall be caused by the willful misconduct or gross negligence of the Indemnified Parties. The Village, upon demand by any Indemnified Party at any time, shall reimburse such Indemnified Party for any legal or other expenses incurred in connection with investigating or defending against any of the foregoing. The obligations of the Village under this Section shall survive payment of any funds due under the Bond or under this Ordinance.

Section 20. Amount of Capital. If any law or any governmental rule, regulation, policy, guideline or directive (whether or not having the force of law) or the interpretation thereof, or compliance of any Bank with such, affects the amount of capital required or expected to be maintained by such Bank or any corporation controlling such Bank and such Bank determines the amount of capital required is increased by or based upon the existence of the Bond or this Ordinance or instruments of such types, then such Bank shall from time to time notify the Village of the amount required which compensates it for any reduction in the rate of return on capital to an amount below that which it could have achieved but for such change in regulation, on an after tax basis (taking into account such Bank's policies as to capital adequacy) and the basis for such Bank's determination and the Village shall pay such amount to such Bank within 30 days of receipt of such notice by the Village. The amount of such additional expense shall be determined by such

Bank in good faith and shall be prima facie evidence of the same binding on the Village absent manifest error.

Section 21. Continuing Disclosure Undertaking. The Village shall send to the bondholder at its address shown on the Bond Registrar a copy of the Village's general purpose financial statements prepared in accordance with generally accepted accounting principles applicable to governmental units and in effect from time to time within 210 days after the end of each fiscal year of the Village.

Section 22. Defeasance. If payment or provision for payment is made, to or for the registered owner of the Bond, of the principal of an interest due and to become due on the Bond at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Bond Registrar or such bank or trust company as shall be designated by the Corporate Authorities (such bank or trust company hereinafter referred to as a "Defeasance Escrow Agent"), all sums of money due and to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, determine and be void except for purposes of registration, transfer and exchange of the Bond and any such payment from such moneys or obligations. The Bond shall be deemed to be paid within the meaning of this section when payment of the Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this ordinance or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided for by irrevocably depositing with the Bond Registrar or the Defeasance Escrow Agent, in trust and exclusively for such payment, (1) moneys sufficient to make such payment or (2) (A) direct obligations of the United States of America; (B) obligations of agencies of the United States of America, the timely payment of principal of and interest on which are guaranteed by the United

States of America:, or (C) instruments evidencing an ownership interest in obligations described in the preceding clauses (A) and (B), or (3) a combination of the investments described in clauses (1) and (2) above, such amounts so deposited being available or maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereon as will insure the availability of sufficient moneys to make such payment (all as confirmed by a nationally recognized firm of independent public accountants). At such times as the Bond shall be deemed to be paid hereunder as aforesaid, it shall no longer be secured by or entitled to the benefits of this ordinance, except for the purposes of registration, transfer and exchange of the Bond and any such payment from such moneys or obligations.

Nothing in this ordinance shall prohibit a defeasance deposit of escrow securities as provided in this section from being subject to a subsequent sale of such escrow securities and reinvestment of all or a portion of the proceeds of that sale in escrow securities which, together with money to remain so held in trust, shall be sufficient to provide for payment of principal, redemption premium, if any, and interest on the defeased Bond. Amounts held by the Registrar in excess of the amounts needed so to provide for payment of the defeased Bond, as appropriate, may be subject to withdrawal by the Village.

Section 23. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be printed or published promptly after passage in pamphlet form by authority of the Corporate Authorities and shall be in full force and effect immediately and forthwith upon such publication.

Section 24. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 25. Repealer and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby repealed and this Ordinance shall be in full force and effect immediately and forthwith upon its passage, approval and publication.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: November 25, 2013

APPROVED:

Mayor, Village of Park Forest,
Cook and Will Counties, Illinois

ATTEST:

Village Clerk, Village of Park Forest,
Cook and Will Counties, Illinois

Recorded in the municipal records on November 25, 2013.

Published in pamphlet form by authority of the Corporate Authorities on November ____, 2013.

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by the Village Clerk be adopted.

After a full and complete discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt said ordinance as read.

Upon roll being called, the following Trustees voted AYE: _____

NAY: _____

Whereupon the Mayor declared the motion carried and the ordinance adopted, and approved and signed the same in open meeting and directed 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, which was done.

* * *

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

* * *

Upon motion duly made, seconded and carried, the meeting was adjourned.

Village Clerk

Dated: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND ORDINANCE

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 thereof (the "Corporate Authorities").

I do further certify that the foregoing in a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 25th day of November, 2013 insofar as the same relates to the adoption of Ordinance No _____ entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$882,500 PRINCIPAL AMOUNT CORPORATE PURPOSE REFUNDING BOND, SERIES 2013, OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, AND FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BOND

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 news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance.

I do further certify that said ordinance was published in pamphlet form on the _____ day of November, 2013, by authority of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this _____ day of November, 2013.

[SEAL]

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of Cook, Illinois (the "County"), and as such official I do hereby certify that on the _____ day of _____, 2013, there was filed in my office a duly certified copy of Ordinance Number _____:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$882,500 PRINCIPAL AMOUNT CORPORATE PURPOSE REFUNDING BOND, SERIES 2013, OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, AND FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BOND

passed by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, on the 25th day of November, 2013, and approved by the Mayor of said Village, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunder affix my official signature and the seal of the County, this _____ day of _____, 2013.

County Clerk of the County of Cook, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of Will, Illinois (the "County"), and as such official I do hereby certify that on the _____ day of _____, 2013, there was filed in my office a duly certified copy of Ordinance Number _____:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$882,500 PRINCIPAL AMOUNT CORPORATE PURPOSE REFUNDING BOND, SERIES 2013, OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, AND FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BOND

passed by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, on the 25th day of November, 2013, and approved by the Mayor of said Village, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunder affix my official signature and the seal of the County, this _____ day of _____, 2013.

County Clerk of the County of Will, Illinois

[SEAL]