

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

Village Hall

7:00 p.m.

August 21, 2017

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 Rules Meeting of March 6, 2017, the Minutes of the Special Regular Meeting of March 6, 2017, the Minutes of the Special Rules Meeting of May 15, 2017 and the Minutes of the Regular Meeting of May 15, 2017
2. Motion: A Motion to Approve Acquisition of One 2017 Ford Utility Police Interceptor

DEBATABLE:

3. Ordinance: An Ordinance Authorizing the Donation of a Property at 293 Allegheny Street to the South Suburban Land Bank and Development Authority (**FIRST READING**)
4. Ordinance: An Ordinance Amending Chapter 78 (Planning), Article II (Plan Commission) and Article III (Official Plan), Chapter 94 (Subdivisions), Article I (In General) and Article III (Plats), and Chapter 118 (Zoning), Article II (Administration and Enforcement) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois (**FIRST READING**)

5. Ordinance: An Ordinance Authorizing the Village of Park Forest, Cook and Will Counties, Illinois, to Borrow Funds from the Public Water Supply Loan Program (**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 Rules Meeting of March 6, 2017, the Minutes of the Special Regular Meeting of March 6, 2017, the Minutes of the Special Rules Meeting of May 15, 2017 and the Minutes of the Regular Meeting of May 15, 2017
2. MOVED, that the Manager is authorized to purchase one 2017 Ford Utility SUV Police Interceptor from Terry Lincoln-Mercury in Peotone, IL at a cost of \$27,103.00.

August 21, 2017

**RULES MEETING OF THE BOARD OF TRUSTEES
VILLAGE of PARK FOREST
Monday, March 6, 2017
Village Hall 7:00 p.m.**

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee JeRome Brown, Trustee Graham, Trustee Robert McCray, Trustee Georgia O'Neill, and Trustee Theresa Settles

ASBENT: None

STAFF IN ATTENDANCE: Village Manager Tom Mick, Police Chief Pete Green, Fire Chief Bruce Ziegler, Village Attorney Felicia Frazier (7:12 p.m.), Deputy Village Manager/Finance Director Mary Dankowski, Assistant to Village Manager Denyse Carreras, Director of Economic Development and Planning Hildy Kingma, Director of Building/Community Development Larrie Kerestes, Director of Public Works Roderick Ysaguirre, Director of Public Relations Jason Miller, Director of Health Jenise Ervin, IT Manager Craig Kaufman, Director of Recreation and Parks Rob Gunther, and Downtown Manager Sharon Bellino

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Approximately 60 family members of the Police and Fire Departments; Phil Johnson, President of Continental/Midland LLC; Gary Kopycinski, eNews

Roll Call

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

Mayor Ostenburg read a proclamation recognizing Officer Timothy Jones noting his strong commitment to being a police officer. He received a number of awards before being critically wounded in the line of duty on March 19, 2016. He has achieved so much since his injury and has been an inspiration to others. We wish him continued success and offer our collective support. We proclaim March 19, 2017 Officer Timothy Jones Day. There will be a blue mass to be celebrated at St. Irenaeus at 10:30 a.m. Sunday, March 19.

Manager Mick introduced Fire Captain Phil Myers to read the narration for this year's annual awards ceremony. Members of the Fire Department were presented their awards (Live Saving Medal, Unit Citation, and Meritorious Commendation) by Fire Chief Ziegler.

Firefighter/paramedic Neil Grove was named the Firefighter of the Year. Chief Ziegler congratulated all those present and all those receiving awards that were unable to attend. Mayor Ostenburg noted how appreciative we all are for the Police and Firefighters that keep us safe; we commend them for their good work.

1. An Ordinance Approving a Pre-Annexation Agreement (Continental/Midland LLC)

Manager Mick said this item comes out of Economic Development Department noting that there will be some language changes in the final reading by advice from legal counsel. Director Kingma gave a comprehensive overview of the terms of the ordinance bringing public water to the Continental/Midland site: Public Hearing, a twenty-year agreement, projected construction dates, costs and funding, and terms for opting-out if they choose not to be annexed at a later date. Continental/Midland's President, Mr. Johnson, was in the audience to answer any questions. Mayor Ostenburg said that the Board has discussed this a number of times and asked if any Board members had any questions. Trustee McCray asked why they have not been charged for sanitary service (fifth bullet point in memo). Director Kingma explained that there is no way to monitor how much goes into the sanitary sewers without knowing how much water they use. They will be charged on a going forward for water and sanitary when they begin to receive water. Both will be metered at that time. Mayor Ostenburg asked if there were any other questions. Hearing none, this item will be on the agenda for action at a subsequent meeting, targeting March 20.

2. MFT Resolution – Public Works

Manager Mick said this item comes from the Public Works Department and is a routine item as required by the State of Illinois. Director Ysaguirre noted the items that are listed and sent to the State as to the spending of the Motor Fuel Tax which include subcontracting and projected engineering amounts. Mayor Ostenburg asked if any Board members had any questions. Hearing none, this item will be on the agenda for action at tonight's regular meeting.

3. Downtown Window Replacement

Manager Mick noted that this item is out the Finance Department and the Downtown office. Deputy Village Manager Dankowski gave an over view of the project explaining that this is the phasing in of the second story windows with energy efficient windows. This is the second to the last phase. The recommended bidder is Auburn Corporation. Mayor Ostenburg asked if any Board members had any questions. Trustee Brandon asked how many windows, after this replacement, will be left for replacement. Downtown Manager Bellino said there will twenty windows left in the last phase. Trustee McCray asked for clarification regarding the specs of the windows. Mayor Ostenburg asked if there were any other questions. Hearing none, this item will be on the agenda for action at tonight's regular meeting.

4. A Resolution Adopting Fiscal Policies for the 2017/2018 Fiscal Year Budget

Manager Mick said this item is from the Finance Department noting that fiscal policies, Board goals, and property tax levy are the three components that build the annual budget. Deputy Village Manager Dankowski stated that the Board has received the six-month update and Staff will prepare the 2017-2018 budget. She noted that the highlights are on the summary page in her memo. Any noted rates have been implemented in ordinances. She added that there are no new policies, but the numbers have been updated. Mayor Ostenburg asked if any Board members had any questions. Hearing none, this item will be on the agenda for action at tonight's regular meeting.

Mayor's Comments

Mayor Ostenburg dispensed with the comments section of the agenda of the Rules meeting but opened the floor to the visitors to comment on the items on the agenda.

Manager's Comments**Trustee's Comments****Attorney's Comments****Clerk Comments****Audience to Visitors**

None

Adjournment

This concluded the Rules Board meeting.

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

Mayor Ostenburg adjourned the rules meeting at 7:39 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

**Village Board Special Regular Meeting
Monday, March 6, 2017
Village Hall 7:00 p.m.**

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee JeRome Brown, Trustee Graham, Trustee Robert McCray, Trustee Georgia O'Neill, and Trustee Theresa Settles

ASBENT: None

STAFF IN ATTENDANCE: Village Manager Tom Mick, Police Chief Pete Green, Fire Chief Bruce Ziegle, Village Attorney Felicia Frazier, Deputy Village Manager/Finance Director Mary Dankowski, Assistant to Village Manager Denyse Carreras, Director of Economic Development and Planning Hildy Kingma, Director of Building/Community Development Larrie Kerestes, Director of Public Works Roderick Ysaguirre, Director of Public Relations Jason Miller, Director of Health Jenise Ervin, IT Manager Craig Kaufman, and Director of Recreation and Parks Rob Gunther

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Gary Kopycinski, eNews

Roll Call

Meeting was called to order at 7:39 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Pledge of Allegiance

Mayor Ostenburg led the Board and the audience in the Pledge of Allegiance

Reports of Village Officers

Mayor

Mayor Ostenburg reviewed his calendar noting his activities in Park Forest, the Southland area, and Washington, D.C.

Village Attorney

No report

Village Manager

Manager Mick reported on a number of activities happening in Park Forest in March and April.

Village Clerk

No report

Reports of Commission Liaisons and Committee Chairpersons

Trustee O'Neill said the EDAG meeting is on March 8. The Housing Authority will meet on March 16. She also offered her congratulations to the Fire and Police Departments on their awards.

Trustee Brandon thanked those in public service who keep us safe. She also congratulated the award recipients. The Youth Commission will meet Wednesday, March 8. The Plan Commission will meet Tuesday, March 14.

Trustee Graham reported the Recreation and Parks Advisory Groups is sponsoring an Easter Egg Hunt on Saturday, April 8. May 20 is Clean Up Your Park at Central Park. The park evaluations were done at the March 21 meeting.

Trustee McCray noted that March 2, the Senior Commission met. They are networking with other municipalities to share and learn information.

Trustee Brown congratulated all the firefighters on their awards. He commended all the families involved in the Bitty Ball fundraiser with proceeds going to Stand Up to Cancer.

Citizens Comments, Observations, Petitions

None

Motion: Approval of Consent

CONSENT:

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

- 1. Adopt the Motor Fuel Tax Maintenance Resolution and Municipal Maintenance Cost Estimate for Fiscal Year 2018.**
- 2. Adopt a Resolution Adopting Fiscal Policies for the 2017/2018 Fiscal Year Budget**
- 3. Approve a contract with Auburn Corp., Orland Park IL for Downtown window replacement in Building #7 at a cost of \$49,500.**

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

Ayes: 7
Nays: 0
Absent: 0

The consent agenda was adopted with seven (7) ayes, no (0) nays and none (0) absent.

DEBATABLE:

4. Ordinance Approving a Pre-Annexation Agreement (Continental/Midland LLC) (First Reading)

This item has had first reading and will be on the agenda for discussion at the next rules meeting.

Adjournment

This concluded the Special Regular Board meeting.

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

Mayor Ostenburg adjourned the regular meeting at 8:24 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

**Village Board Special Rules Meeting
Monday, May 15, 2017
Village Hall 7:00 p.m.**

MINUTES

ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee Tiffani Graham, Trustee Robert McCray, Trustee Georgia O’Neill, Trustee Theresa Settles, and Trustee Jonathan Vanderbilt

ABSENT: None

STAFF IN ATTENDANCE: Manager Tom Mick, Police Chief Pete Green, Fire Chief Bruce Ziegler, Deputy Village Manager/Finance Director Mary Dankowski, Director of Recreation and Parks Rob Gunther, Director of Economic Development and Planning Hildy Kingma, Assistant to Village Manager Denyse Carreras, Director of Building/Community Development Larrie Kerestes, Director of Public Works Roderick Ysaguirre, Director of Health Department Margaret Lewis, and Director of Public Relations Jason Miller

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Kim Brown and her family and friends; Graduating Class of the 2017 Civic Leadership Academy and their family and friends; Gary Kopycinski, eNews; Mary Arroyo-Ortiz, Cedarwood Property Manager; Pastor and Mrs. Claude Ambrose, Word Worship Center; Antoinette Lewis, AM Lewis Farms

Roll Call

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

Mayor Ostenburg read a proclamation celebrating Nurses Week, May 6-12, in Park Forest commending the Park Forest Health Department for their 65 years of service to the community.

Mayor Ostenburg read a proclamation naming May 21-27 Emergency Medical Service’s Week. He commended them for the lifesaving care they provide to those in need twenty-four hours a day, seven days a week. The career and volunteer EMS members make up a large team of dedicated and important partners in our community. The week’s theme is “EMS Strong, Always Strong.”

Mayor Ostenburg read a proclamation naming May 21-27 National Public Works Week in Park Forest. The Public Works Department provides services that are vital for public safety everyday of our lives.

Mayor Ostenburg read a proclamation naming May 20 as Volunteer Day. The third annual “Clean Up Your Parks Day” is May 20, 2017 sponsored by the Recreation and Parks Advisory

Board. He thanked the all volunteers for their time and efforts in contributing to making our village a better place to live.

Mayor Ostenburg read a resolution recognizing and thanking Kim Brown for her outstanding service to the Village. The Mayor, Trustees, and residents wished Kim a long and healthy retirement. Ms. Brown was presented with the resolution. Manager Mick also thanked Ms. Brown for her service of 22 years of public service.

Manager Mick explained the purpose of the Civic Leadership Academy noting that the participants, over nine months, learned the history of the Village, local government, and gained a more thorough understanding of the unique services in Park Forest. The second year of the Leadership Academy has twenty-two graduates. The third year begins in September 2017. Mayor Ostenburg added that the participants devote one full Friday for nine months learning about history, municipal government, tax structure, and leadership training. He noted that Staff has done a wonderful job designing the program. Manager Mick called the graduates and gave them their portfolio while Mayor Ostenburg congratulated them. Julie Ferguson spoke for the group and thanked the Village for the experience opportunity to learn and to ask questions with plans on becoming more involved. Trustees McCray and Brandon congratulated all who participated noted the commitment of time they devoted by participating in the Leadership Academy.

1. Consideration of an Ordinance Granting a Conditional Use for a House of Worship in the R-2A, Multiple Family Residential Zoning District at 99 Dogwood Street (currently the Hindu Cultural Center)

Manager Mick noted that this item comes from the Economic Development and Planning Department with a recommendation from the Plan Commission. Director Kingma explained that a Public Hearing was held at the Plan Commission meeting of April 25 and all other requirements of notification were all within the guidelines for a conditional use request. There is a contract for purchase conditional on the passing of the ordinance. The short term plans are to renovate facility to be used for a worship center; long term plans are to have a state of the art sanctuary and banquet facility. It currently meets the parking requirements. Any additional parking will be available on the concrete slab and not street parking. Staff and the Plan Commission recommend approval of the conditional use application with stated conditions, must be maintained and in compliance within Village codes and improvements made within the deadlines noted. Pastor and Mrs. Ambrose were in the audience and available for questions. Mayor Ostenburg asked about tickets for violations that have been issued in the past on this property. Director Kerestes noted that the current owner is responsible for those outstanding violations and fees over \$3,500. Mayor Ostenburg asked if any Board members had any questions. Hearing none, Mayor Ostenburg explained that this item is on the agenda at tonight's Regular meeting for first reading. He said he would ask to suspend the rules to allow for first and second readings to have the ordinance passed tonight.

2. Consideration of an Ordinance Granting a Conditional Use for an Urban Farm in the R-1, Single Family Residential Zoning District at 210-220 Indianwood Boulevard

Manager Mick said this item comes out of Economic Development and Planning Departments and other departments as well. He noted that the idea of an urban farm on Indianwood fits into the Village's Sustainability Plan with six vacant parcels of land available for this project. Director Kingma walked through the application process noting that there was a Public Hearing on April 25 meeting of the Plan Commission and all other requirements of notification were within the guidelines for a conditional use request. The properties are owned by the Village and were acquired through the tax delinquency process. She gave details about the farm plan and the Plan Commission's recommendations of compliance of all stated conditions. There is a one year lease to be renewed annually if property is maintained and conditions of lease are met. Ms. Antoinette Lewis was in the audience and available for questions. Mayor Ostenburg asked if there were any questions from the Board. Trustee McCray asked if the produce will be organic and non-GMO. Ms. Lewis explained that she is working toward organic but it takes three years to be certified organic. All her produce is non-GMO. Trustee Vanderbilt thought this was a great thing to have a sustainable food source within the community. She expects to have the first harvest in one month. Mayor Ostenburg asked if any Board member had any other questions. Hearing none, Mayor Ostenburg explained that this item is on the agenda at tonight's regular meeting for first reading. He said he would ask to suspend the rules to allow for first and second readings to have the ordinance passed tonight.

3. Acquisition of One (1) 2017 Ford Utility SUV Police Interceptor

Manager Mick noted that this item comes out of the Police Department and is above the Manager's spending authorization so it comes before the Board for approval. It is approved in this year's budget, with three new vehicles in for the Police Department and three vehicles to be phased out. Chief Green explained that this a normal rotation of vehicles. The new vehicles will be Ford Explorers from Terry's Ford in Peotone who matched the state bid price. Mayor Ostenburg asked if any Board members had any questions. Hearing none, this item will be on the agenda for action at tonight's regular meeting.

4. Approval of an Engineering Services Agreement for Design of a Water Main Booster Station and Water Main Extension to Continental Midland.

Manager Mick said that this item comes out of the Public Works Department and Economic Development and Planning Department. There was a Public Hearing regarding the possible extension of the water main down Western Avenue into Will County to provide water service to the Midland Continental Group. This agreement is for development of engineering services for the design of the project. Director Ysaguirre explained the details that include a twelve inch water main and a booster station. This is key for future development in that area. The Village is working with the Forest Preserve for land acquisition for the booster station. Mayor Ostenburg asked about the amount of additional water to be purchased and rates. Director Ysaguirre explained that most of the water will be at domestic use rate at the unincorporated rate which is higher than other businesses rate according to Village ordinances. Manager Mick added that their need is low now but their long range plans include expansion with will be much higher water demand. The twelve inch water main is best suited for future development. Mayor Ostenburg

VILLAGE OF PARK FOREST

Village Board Regular Meeting

Monday, May 15, 2017

Village Hall 7:00 p.m.

MINUTES

ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee Tiffani Graham, Trustee Robert McCray, Trustee Georgia O'Neill, Trustee Theresa Settles, and Trustee Jonathan Vanderbilt

ABSENT: None

STAFF IN ATTENDANCE: Manager Tom Mick, Police Chief Pete Green, Fire Chief Bruce Ziegler, Deputy Village Manager/Finance Director Mary Dankowski, Director of Recreation and Parks Rob Gunther, Director of Economic Development and Planning Hildy Kingma, Assistant to Village Manager Denyse Carreras, Director of Building/Community Development Larrie Kerestes, Director of Public Works Roderick Ysaguirre, Director of Health Department Margaret Lewis, and Director of Public Relations Jason Miller

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Kim Brown and her family and friends; Graduating Class of the 2017 Civic Leadership Academy and their family and friends; Gary Kopycinski, eNews; Mary Arroyo-Ortiz, Cedarwood Property Manager; Pastor and Mrs. Claude Ambrose, Word Worship Center; Antoinette Lewis, AM Lewis Farms

Roll Call

The meeting was called to order at 8:02 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann

Pledge of Allegiance

Mayor Ostenburg led the Board and the audience in the Pledge of Allegiance

Reports of Village Officers

Mayor

Mayor Ostenburg reported on his trip to Washington, D.C. which included meetings with a number of our representatives. On summer Saturdays, the mayor will be walking through the community. All are welcome to join him. He also reported on a number meetings he attended throughout Cook County and south suburbs to continue improve the southern suburbs.

Village Attorney

None

Village Manager

Manager Mick said that the Monday Regular Board meeting of May 20 has been canceled. The next Monday Rules meeting is June 5. The public hearing for the 2017-2018 budget will be on Monday, June 5. "Clean Up our Parks" is scheduled for Saturday May 20. Volunteers are welcome. Village Hall will be closed Monday, May 29 commemorating Memorial Day. The Park Forest American Legion's Memorial Day event will be held on Village Green on Monday, May 29. The Veterans Commission is supporting this event. Fire Hydrant Flushing will continue this week. More information is available on line with an interactive map. June will be resident appreciation month. There will be many events to enjoy.

Village Clerk

No report

Reports of Commission Liaisons and Committee Chairpersons

Trustee McCray reported that the Veterans omission met last Saturday and received a van as donation. Memorial Day activities were discussed.

Trustee Brandon reported that the Youth Commission met May 10. The carnival is scheduled for August 10-13 and the Commission is currently looking for volunteers. Youth Day is Saturday, August 19. The Plan Commission changed their meeting to May 23.

Trustee Graham reported that the Recreation and Parks Commission will meet May 16. She also noted that there are many events scheduled which are listed in the Recreation and Parks booklet that was recently mailed to residents. The Library Board will meet May 18.

Trustee Vanderbilt reported that he will be attending "Clean Up Your Park" day Saturday, May 20. He also noted a number of upcoming events in District 163. A job fair is scheduled for Michelle Obama Middle School on Friday, May 19. He congratulated Rich East High School and Prairie State College for their award by the Cook County Economic Development as a solar generating location for the south suburbs.

Citizens Comments, Observations, Petitions

None

Motion: Approval of Consent

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

- 1. Approve the minutes of the Special Rules Meeting of May 2, 2017, the minutes of the Saturday Rules Meeting of May 6, 2017**
- 2. Adopt a Resolution Recognizing and Thanking Kim Brown for her Dedicated Service**
- 3. Authorize the Manager to contract with M&J Asphalt Paving Company, Cicero, IL for Fiscal Year 2018 asphalt patching program in the amount of \$95,887.50 with a contingency**

for any additional work as determined by the Village Engineer for a total cost not to exceed \$175,000; said expenditure to be from General, MFT, sewer and water funds.

4. Authorize the Manager to contract with Davis Concrete, Monee, IL for Fiscal Year 2018 Curb and Sidewalk Restoration Program in the amount of \$112,685 with a 10% contingency for any additional work as determined by the Village Engineer for a total cost not to exceed \$123,953.50; said expenditures are to be from the General, MFT, Sewer and Water funds.

5. Authorize the Manager to contract with Graymont Western Lime for the purchase of for high calcium quicklime (calcium oxide) at the contract total price (\$157/ton) with a 25% contingency, if needed, for an amount not to exceed \$255,125.

6. Authorize the Manager to contract with Pavement Systems, Inc. to Resurface Village Hall, Tennis & Health Club and Aqua Center Parking Lots in the amount of \$171,587 with a 25% contingency in the amount of \$42,897 for a total project cost not to exceed \$214,484.

7. Authorize the Manager to contract with Greg Hamann Trucking Co of Grant Park II for removal of lime residuals at a cost of \$216,000 with a 28.4% contingency for any additional work for a total cost not to exceed \$277,500.

8. Authorize the Manager to contract with Dunescapes Construction Services, Michigan City, IN for the Village Green Expansion Project in the amount of \$283,770 with a 10% contingency of \$28,377 for a total project cost not to exceed \$312,147.
(moved to Debatable Agenda #14)

9. Authorize the Manager to purchase one (1) 2017 Ford Utility SUV Police Interceptor from Terry's Lincoln-Mercury of Peotone, IL at a cost of \$27,103.00.

10. Authorize the Manager to Enter into an Engineering Services Agreement with Baxter and Woodman Consulting Engineers for Design of a Water Main Booster Station and Water Main Extension to Continental Midland at a cost not to exceed \$99,600.

11. Authorize Mayor Ostenburg to appoint to Board Committee A - Trustee Mae Brandon, *Chair*; Trustee Tiffani Graham, Trustee Robert McCray, Trustee Georgia O'Neill to Committee A for a term to expire after the Village Board is reorganized after the municipal election of 2019.

Authorize Mayor Ostenburg to appoint to Board Committee B - Trustee Georgia O'Neill, *Chair*; Trustee Robert McCray, Trustee Theresa Settles, Trustee Jon Vanderbilt for a term to expire after the Village Board is reorganized after the municipal election of 2019.

Authorize Mayor Ostenburg to appoint to Board Committee C-- Trustee Tiffani Graham, *Chair*; Trustee Mae Brandon, Trustee Theresa Settles, Trustee Jon Vanderbilt for a term to expire after the Village Board is reorganized after the municipal election of 2019.

Approval of the consent agenda was moved by Trustee McCray and seconded by Trustee Brandon. Mayor Ostenburg asked if anyone wished any items be removed from the consent agenda for further discussion. Trustee Vanderbilt asked that item #8 be moved to the Debatable Agenda. Mayor Ostenburg noted that item #8 will become #14 on the Debatable Agenda.

On the motion to approve the consent agenda, a roll call vote was called by Mayor Ostenburg. Suspension of the rules was approved with the following results:

Ayes: 7
Nays: 0
Absent: 0

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

DEBATABLE:

12. An Ordinance Granting a Conditional Use for a House of Worship in the R-2A, Multiple Family Residential Zoning District at 99 Dogwood Street (currently the Hindu Cultural Center) (First Reading)

This item has had first reading and was discussed at a Public Hearing. Mayor Ostenburg asked for a motion to suspend the rules for this item to be heard on second reading tonight. Trustee Brandon moved the motion and Trustee McCray seconded.

On the motion to suspend the rules, a roll call vote was called by Mayor Ostenburg. Suspension of the rules was approved with the following results:

Ayes: 7
Nays: 0
Absent: 0

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

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

Ayes: 7
Nays: 0
Absent: 0

This item was adopted with seven (7) ayes, no (0) nays and no (0) absent.

13. An Ordinance Granting a Conditional Use for an Urban Farm in the R-1, Single Family Residential

This item has had first reading and was discussed at a Public Hearing. Mayor Ostenburg asked for a motion to suspend the rules for this item to be heard on second reading tonight. Trustee Brandon moved the motion and Trustee Graham seconded.

On the motion to suspend the rules, a roll call vote was called by Mayor Ostenburg. Suspension of the rules was approved with the following results:

Ayes: 7
Nays: 0
Absent: 0

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

Move for adoption on second reading of the ordinance was motioned by Trustee Brandon and seconded by Trustee O’Neill. Mayor Ostenburg asked if there were any questions or comments. None being heard, he called for a roll call vote by Clerk McGann. The ordinance was approved following a roll call vote with the following results:

Ayes: 7
Nays: 0
Absent: 0

This item was adopted with seven (7) ayes, no (0) nays and no (0) absent.

14. Authorize the Manager to contract with Dunesapes Construction Services, Michigan City, IN for the Village Green Expansion Project in the amount of \$283,770 with a 10% contingency of \$28,377 for a total project cost not to exceed \$312,147. (formally #8 on Consent Agenda)

Mayor Ostenburg called for a motion to approve item #14. It was moved by Trustee Brandon and seconded by Trustee McCray. Mayor Ostenburg opened the item for discussion. Trustee Vanderbilt voiced his concern about the long term costs vs supporting businesses. Trustee O’Neill added her concern about using an out-of-state contractor. Manager Mick explained that the low bidder’s references were in good standing. A former out-of-state contractor was taking work out of the state and not paying prevailing Illinois wages; not the same in this case. Mayor Ostenburg asked if there was ample time given to all bidders. Director Gunther said it was published and posted on the Village website with longer than ten days to reply. Trustee O’Neill would like to see a formula developed to help local contractors in the bidding process. Mayor Ostenburg noted that it is appropriate to instruct Staff to look at a local preference formula as an established practice from this point forward. He also said that it must be done before the bidding process begins to be fair. Also, developing an atmosphere to encourage residents enjoy the amenities in Downtown is a way to foster businesses. This recommendation made many years ago. Mayor Ostenburg asked if there were any other comments. None being heard, he called for a roll call vote by Clerk McGann.

This item was approved with the following results:

Ayes: 6
Nays: 1 (Vanderbilt)
Absent: 0

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

Mayor Ostenburg asked Committee C to undertake some activities to review citizen opportunities to better interact with the respective school districts that serve the residents of the Village of Park Forest. He passed out a letter encouraging more citizen involvement but noted the separation of school boards and municipal government and each role they play.

Adjournment

This concluded the Regular Board meeting.

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

Mayor Ostenburg adjourned the regular meeting at 8:57 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

asked if any board members had any questions. Hearing none, this item will be on the agenda for action at tonight's regular meeting.

Mayor's Comments

Mayor Ostenburg dispensed with the comments section of the agenda until the Regular meeting but opened the floor to the visitors to comment on the items on the agenda.

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

None

Audience to Visitors

Mary Arroyo-Ortiz, Cedarwood Property Manager, was concerned about banquet hall restrictions for the Word Worship Center on Dogwood Street and asked about potential tax benefit from this sale. Mayor Ostenburg noted that there would be no tax benefit as the house of worship is a not-for-profit organization. Director Kingma said that, currently, the gymnasium has been used as a banquet facility, not to rent out, but for church events. Mayor Ostenburg noted that all existing ordinances regarding noise would be in effect.

Adjournment

This concluded the Special Rules Board meeting.

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

Mayor Ostenburg adjourned the rules meeting at 8:02 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

AGENDA BRIEFING

DATE: August 15th 2017

TO: Mayor John Ostenburg
Board of Trustees

FROM: Peter Green, Chief of Police

RE: Acquisition of One (1) 2017 Ford Utility SUV Police Interceptor

BACKGROUND/DISCUSSION:

The 2017/2018 Police Department budget (Vehicle Services Fund) includes \$102,000 in Vehicle Services Fund for the replacement of three police use vehicles. Attached is the price proposal from Terry's Ford in Peotone for the one 2017 Ford Utility Police Interceptor. Terry's is matching the price for the State purchasing bid cost. The Police Department is very pleased with the Police Utility Interceptors previously purchased. In the past years, the Department has purchased numerous vehicles from Terry's Ford of Peotone and is very happy with their service and ability to match the State bid price. Again it is Staff's intent to purchase this vehicle from Terry's Ford of Peotone.

The amount to be approved is:

(1) 2017 White Ford Utility Police Interceptor @ \$27,103.00
This price includes registration and title

Total	\$27,103.00
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This price leaves funds for converting, upfitting and detailing the vehicle within the total budget.

SCHEDULE FOR CONSIDERATION:

This item will appear on the Consent Agenda of the August 21, 2017 Regular Meeting for Board consideration and approval.



Business Preferred Network
SALES SERVICE FINANCE

TERRY'S FORD
363 N HARLEM AVENUE
PEOTONE IL 60468
708-258-2400 Ext. 248

PROPOSAL

Date: August 14, 2017
To: Park Forest Police Dept.
Re: 2017 Ford Explorer Utility

In Stock Unit VIN 1F-HGD57521

2017 Model Year
Shadow Black Exterior
Cloth Buckets/Vinyl Rear
Standard Single CD
Standard 3.7L V6 TIVCT w/6-Speed Auto Trans
Rear Window Power Delete
Courtesy Light Disable
Police Engine Idle (Ignition Override)
Rear Door Handles/Locks Inoperable
Driver Side Spot Lamp
SYNC Voice Activated System
Front Headlamp Housing
Standard Front License Bracket

\$27,632.00
\$95 title
\$10 M Plate
Free Delivery

Respectfully submitted,
Linda Sucich
Terry's Ford
363 N. Harlem Avenue
Peotone IL 60468
708-258-2400 Phone
708-258-2357 Fax

IN STOCK UNIT

AGENDA BRIEFING

DATE: August 15, 2017

TO: Mayor Ostenburg
Board of Trustees

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

RE: Ordinance Authorizing the Donation of a Property at 293 Allegheny Street to the South Suburban Land Bank and Development Authority

BACKGROUND/DISCUSSION:

The Village obtained the deed to the property at 293 Allegheny Street through the judicial abandonment process in July 2017. There is still a house on the property that is vacant and blighted. The house will be deconstructed using the IHDA Blight Reduction Program grant. The Village is partnering with the South Suburban Land Bank and Development Authority (SSLBDA) on this grant, and under the terms of the grant, the SSLBDA is required to own all properties before deconstruction begins. Therefore, the Village will transfer the deed to the SSLBDA so it can be deconstructed with the grant funds. Ultimately, the property will be transferred back to the Village as part of the Village's land banking program in the Eastgate neighborhood.

The Village Attorney reviewed and approved the attached Ordinance and the attached Donation Agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the Regular Board meeting agenda of August 21, 2017, for First Reading.

ORDINANCE NO. O-

**AN ORDINANCE AUTHORIZING THE DONATION
OF PROPERTY COMMONLY KNOWN AS 293 ALLEGHENY STREET
IN THE VILLAGE OF PARK FOREST, COOK COUNTY, ILLINOIS**

WHEREAS, the Mayor and Board of Trustees of the Village of Park Forest (“Park Forest”) have determined that it is necessary and desirable that certain real property located within Park Forest which is commonly known as 293 Allegheny Street and which is legally described on Exhibit “A” attached hereto (“Subject Property”) be donated by Park Forest to the South Suburban Land Bank and Development Authority (“SSLBDA”); and

WHEREAS, the Subject Property is being donated to the SSLBDA in order to promote the public health, safety and welfare.

NOW, THEREFORE, be it ordained by the Mayor and Board of Trustees of the Village of Park Forest, Cook County, Illinois, in the exercise of Park Forest’s home rule powers as follows:

SECTION 1: The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION 2: The Mayor and Board of Trustees hereby authorize the donation of the Subject Property, pursuant to the terms and conditions of a Donation Acceptance Agreement between Park Forest, as the title holder of record, and the SSLBDA in substantially the form attached hereto as Exhibit “B” as finally determined by the Village Manager.

SECTION 3: The Mayor, Village Clerk, Village Manager and Village Attorney are authorized to execute any documents necessary to complete the sale of the Subject Property.

SECTION 4: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 5: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this _____ day of _____, 2017.

APPROVED

ATTEST:

John A. Ostenburg
MAYOR

Sheila McGann
VILLAGE CLERK

EXHIBIT "A"

Legal Description

LOT 17 IN BLOCK 5 IN VILLAGE OF PARK FOREST AREA NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET, AND EASTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

ADDRESS: 293 ALLEGHENY STREET, PARK FOREST, IL 60466

PIN: 32-30-206-017-0000

EXHIBIT "B"

DONATION ACCEPTANCE AGREEMENT

SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY

DONATION ACCEPTANCE AGREEMENT

THIS DONATION ACCEPTANCE AGREEMENT (the "Agreement") is made between Village of Park Forest, Illinois ("Donor") and South Suburban Land Bank and Development Authority ("SSLBDA" or "Donee"). This Agreement is effective as of _____ (the "Effective Date").

Recitals

Donor owns certain real property, improvements, appurtenances and hereditaments located at 293 Allegheny Street, Park Forest, Cook County, Illinois legally described on Exhibit "A" attached to this Agreement (the "Property") and wishes to donate the Property to SSLBDA. SSLBDA wishes to accept the donated Property under subject to the terms and conditions set forth below.

Therefore, the Parties hereto agree as follows:

Agreement

1. Donation of Property. Subject to both Parties' compliance with the terms and conditions of this Agreement, Donor shall donate to SSLBDA and SSLBDA shall accept from Donor the Property.

2. Closing Date.

A) The closing shall take place on or before _____, 2017 (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and SSLBDA or otherwise extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the Donee's attorney, or at a place so designated and approved by the Parties in writing. If the closing does not occur by the date specified in this Paragraph or in any extension, this Agreement is automatically terminated.

3. Inspection and Acceptance.

A) Before entering into this Agreement, Donor shall have provided Donee with full and unlimited access to the Property, and Donee shall have inspected the Property and obtained for its own use, benefit and reliance, inspections and/or reports on the condition of the Property. Donee has reviewed all necessary inspection reports and, subject to the terms and conditions of this Agreement, has accepted the Property.

B) Within fourteen (14) days of the Effective Date, Donor shall send to SSLBDA copies of any and all of the following that are in Donor's possession: (i) structural, electrical, mechanical, plumbing, termite inspection, zoning, code compliance or pending improvements reports relating to the Property, (ii) notices of any violations of laws or governmental ordinances, regulations or laws relating to the Property, and (iii) any notice, writing or information regarding

any pending or threatened litigation relating to the Property, and where such information, reports, or other items are in the possession of the REO department of Donor or Donor's real estate agent (if engaged by Donor in connection with this transaction). Donee acknowledges that the inspection reports prepared or caused to be prepared by Donor are for the use and benefit of Donor. Donee will not rely solely upon any such inspection reports obtained by Donor in making a decision to accept the Property; provided however, Donee shall have ten (10) business days after review of said information, reports and notices to terminate this Agreement, whereupon this Agreement shall be null and void and neither Party shall have any further rights or liabilities hereunder.

4. Personal Property. Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property are not included in this donation unless the personal property is specifically described and referenced on Exhibit "B" attached to and made a part of this Agreement. Any personal property at or on the Property may be subject to claims by third parties and, therefore, shall be removed from the Property prior to the Closing Date. SSLBDA assumes no responsibility for any personal property remaining on the Property at the time of closing.

5. Condition of Property. Donee is purchasing the Property in its current "As Is" condition subject only to such repairs as may be expressly required under this Agreement or agreed to in writing by Donor and Donee prior to closing. Should any lender, insuring entity, governmental body or agency require that certain repairs to the Property be made or that certain other conditions or requirements be met prior to Closing, Donor, at its sole option, may comply with such requirement or terminate the Agreement.

6. "As-Is" Condition.

OTHER THAN EXPRESS REPRESENTATIONS SET FORTH HEREIN, DONOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE PHYSICAL CONDITION OF THE PROPERTY, THE APPLIANCES, UTILITY FIXTURES, EQUIPMENT AND OTHER APPURTENANCES RELATING THERETO; OR ANY OTHER MATTER AFFECTING OR RELATING TO THE HEREIN DESCRIBED PROPERTY (OTHER THAN THE WARRANTY OF TITLE ACCORDING TO THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), AND THAT DONEE HAS BEEN AFFORDED AN ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE CONDITION OF THE PROPERTY. DONEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE, AND DONEE AGREES TO ACCEPT THE HEREIN DESCRIBED PROPERTY "AS-IS" AND "WHERE-IS" AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE HEREIN DESCRIBED PROPERTY OR OF ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE. NO REPRESENTATIONS, CLAIMS, STATEMENTS, ADVERTISING OR PROMOTIONAL ACTIVITIES MADE OR CONDUCTED BY DONOR OR DONOR'S AGENTS OR REPRESENTATIVES SHALL BE BINDING UPON DONOR UNLESS THE SAME ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, ITS ADDENDA, OR A SUBSEQUENT WRITTEN AGREEMENT EXECUTED BY DONOR AND DONEE.

7. Real Estate Taxes.

A) Donee and Donor agree that the Donor is accepting the Property subject to all unpaid real estate taxes, liens, mortgages or other encumbrances affecting the Property.

B) Donor shall not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event Donor has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after closing, and Donee as current owner of the Property receives the payment, Donor understands that Donee is not required to submit the refund to Donor.

C) If the Property is heated by or has storage tanks for fuel oil, liquefied petroleum gases or similar fuels, Donor will donate the fuel in the tank at closing as part of the property being donated. Donor may remove the contents of storage tanks prior to closing at Donor's expense.

8. Delivery of Possession of Property.

A) *Delivery of the Property.* Donor shall deliver possession of the Property to Donee on the Closing Date. If Donee alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing without the prior written consent of Donor, such event shall constitute a breach by Donee under this Agreement and Donor may terminate this Agreement.

B) *Vacant Property Acquisition.* If the Property is intended to be acquired by the Donee as vacant or abandoned, the following shall apply: In addition to the warranties and covenants of subparagraph (a) above, **Donor warrants and covenants with Donee that (i) the Property was vacant and unoccupied at the time of commencing discussions with Donee for the accept of the Property, (ii) the Property is vacant and unoccupied at the time of the execution of this Agreement and (iii) will be delivered to Donee at the closing in a vacant and unoccupied condition.**

C) *Occupied Property Acquisition.* If the Property is intended to be acquired by the Donee as occupied property, the parties shall execute the Occupied Property Addendum attached hereto as an Addendum.

9. Title to be Delivered.

At closing, Donor agrees to deliver to Donee the Deed, which conveys Donor's interest in the Property to Donee.

10. Title and Examination.

At Donor's expense, Donee shall promptly order a commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") issued by the title company of Donee's choice licensed to do business in Illinois (the "Title Company") and provide a copy to Donor upon Donee's receipt thereof. Donee shall have five (5) business

days from the date of its receipt of the Title Commitment or Title Opinion to examine title and make any objections thereto, which shall be made in writing to Donor or deemed waived. If any objections are so made, Donor shall be allowed sixty (60) days to make title marketable at regular rates or cancel this Agreement. Objections to title shall mean a title matter which fails to meet the customary title examination standards for title examiners for the jurisdiction in which the Property is located and makes the title unmarketable.

11. Defects in Title.

Upon examination of the Title Commitment or Title Opinion by Donee and notice to Donor of a title objection, the Parties agree to proceed as follows:

A) If Donee raises an objection to Donor's title to the Property as provided in Paragraph 10, which, if valid, would make title to the Property uninsurable and not corrected by the Donor within sixty (60) days, Donor shall have the right to terminate this Agreement by giving written notice of the termination to Donee, provided however, Donee shall have the right within five (5) days of such notice to either waive such defect or request Donor to proceed under Paragraph 11(C) below.

B) If Donor is able to correct the problem through reasonable efforts, as Donor determines, at its sole and absolute discretion, within said sixty (60) day period, including any written extensions, or (subject to Donee's consent described in Paragraph 10) if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, as provided below or Donee waives the defect, then this Agreement shall remain in full force and Donee shall perform pursuant to the terms set in this Agreement.

C) Donor will cooperate with the Title Company and Donee on the title corrections to remove any such exception or to make the title insurable, but any attempt by Donor to remove such title exceptions shall not impose an obligation upon Donor to remove those exceptions.

D) In the event Donor, within such sixty (60) day period is not able to (i) make the title marketable or correct any problem or (ii) obtain title insurance from a reputable title insurance company, all as acceptable to Donee as provided herein, Donee may either waive the objection or terminate this Agreement without penalty.

12. Land Banking Depository Agreement.

If agreed to in writing by the Parties, an SSLBDA Depository Agreement, attached hereto as an Exhibit C, entered into between the Parties with regard to the Property shall be attached to and recorded with the Deed as a deed restriction.

13. Deed

A) The Deed to be delivered at closing shall be a recordable, stamped Special Warranty Deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which Deed may be known as a Special Warranty, or a Limited Warranty Deed). Any reference to the term "Deed" or "Special Warranty Deed" herein shall be construed to refer to such form of

Deed. It is the intent of Donor to deliver title to the subject Property through the conveyance of the Special Warranty Deed or comparable instrument, in accordance with all applicable local, state and Federal rules, regulations and procedures. The comparable instrument, at a minimum, must contain the following language: “Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through and under it, but not further otherwise.”

B) **Permitted Exceptions.** At closing, Donor agrees to deliver to Donee the Deed which conveys fee simple title in the Property to Donee subject only to the following (“Permitted Exceptions”):

- (i) Covenants, conditions and restrictions of record;
- (ii) Any private, public and utility easements and roads and highways;
- (iii) Zoning laws and ordinances; and
- (iv) General real estate taxes applicable to the Property.
- (v) Any and all deed restrictions set forth and agreed to in this Agreement

14. Representations and Warranties.

Donee represents and warrants to Donor the following:

A) Donee is accepting the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by Donor, its servicers, representatives, brokers, employees, agents or assigns;

B) Neither Donor, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof, except as expressly set forth in this Agreement;

C) Donee has not relied on any representation or warranty from Donor regarding the nature, quality or workmanship of any repairs made by Donor; and

D) Donee will not occupy or cause or permit others to occupy the Property prior to closing.

E) Donee has the power and authority to execute, deliver and perform the conditions set forth in this Agreement. Donee’s execution of this Agreement is not subject to any further approval, vote or contingency from any person or committee;

F) The execution of and performance under this Agreement will not conflict with or be a breach of any law, regulation, judgment, order, decree, writ, injunction, contract, agreement or instrument to which Donee is subject, and Donee has obtained any consent, approval, authorization or order from any court or governmental agency or body required for the execution, delivery and performance by Donee under this Agreement; and

G) Donee itself does not intend to use the Property as a principal residence or for family, household or personal use.

H. Donee has or will receive funding from the Illinois Housing Development Agency Blight Reduction Program to demolish/deconstruct the Property and shall complete the demolition/deconstruction before December 31, 2017.

I. Donee shall not sell the Property until the demolition/deconstruction of the Property has been completed, and shall only convey the Property back to the Donor upon request.

J. The representations and warranties made in this paragraph shall not merge with the deed and shall survive the Closing.

15. Deliveries by Donor.

Within seven (7) days after the Effective Date, if not already delivered to Donee, Donor shall deliver the following to Donee:

A) Copies of all licenses, permits, inspection reports, zoning information, Certificates of Occupancy, and all reports identified in Section 3(B) herein in Donor's possession, if any.

B) All building plans, diagrams, architect drawings, surveys and construction or architect contracts in Donor's possession, if any.

16. Plat of Survey

A) If Donor does not provide a survey, which conforms to the standards set forth in this Agreement, within seven (7) days of the Effective Date, Donee may acquire such a survey at Donee's expense.

17. Donor Costs. Donor shall pay all of the following closing costs:

18. Donee Closing Costs. Donee shall pay for:

A) All recording and service fees required in order to record the Deed; and

B) Fees for Donee's Attorney

C) Any title policy requires by the Donee.

19. Closing Documents.

Donor shall provide and execute the following documents at closing:

A) Deed

B) ALTA Statement

C) Power of Attorney, if applicable

- D) Lead-Based Paint Disclosure, if required
- E) Municipal Transfer Tax Declaration (including Water Department Certification and Zoning Compliance Certificate, if applicable);
- F) County Transfer Tax Declaration;
- G) Gap Undertaking;
- H) State Transfer Tax Declaration;
- I) Pay-off Letters, Releases, Estoppel Letters, and Utility Letters, if applicable;
- J) Affidavit Regarding Donor;
- K) FIRPTA Affidavit; and
- L) Executed Settlement Statement.

Donee shall provide and execute the following documents at closing:

- A) Affidavit Regarding Donee;
- B) Power of Attorney, if applicable;
- C) Executed Settlement Statement; and
- D) Survey.

20. Condominium or Planned Unit Development.

If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, Donor, at Donor's own expense, is responsible for obtaining and providing the covenants, conditions and restrictions and bylaws of the condominium, or planned unit development or cooperative to Donee within five (5) days of execution of this Agreement by both Parties. Donee will be deemed to have accepted the covenants, conditions and restrictions and bylaws if Donee does not notify Donor in writing, within fifteen (15) days of receipt of said documents, of Donee's objection to the covenants, conditions and restrictions and/or bylaws. Donee understands and acknowledges that this transaction may be subject to the written consent of the governing body of a condominium, planned unit development, co-operative, or home owner's association, depending on the covenants, conditions and restrictions and/or bylaws of said governing body. Donee agrees to promptly submit such references or other information as such governing body may require and Donee agrees to cooperate in any reasonable manner to obtain such consent, including a personal appearance by Donee before such governing body. Donee shall be solely responsible for obtaining such consent. If after reasonable efforts, Donee is unable to obtain such governing body's consent to this transaction, Donee may terminate this Agreement. Upon termination of this Agreement, Donee and Donor shall have no further liability, no further obligation, and no further responsibility each to the other and Donee and Donor shall be

released from any further obligation each to the other in connection with this Agreement.

21. Lead Paint Disclosure. (Check the provision that applies.)

Donor represents that the dwelling was constructed on the real property in 1978 or later.

Donor represents that the dwelling was constructed on the real property before 1978. (If such housing is located on the real property, attached and made a part of this Agreement is the form, **LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978.**)

22. Cancellation of Contracts. On or prior to the Closing Date, Donor agrees to cancel any contracts that Donor (or Donor's agent) has with respect to the Property, effective as of the Closing Date, and to pay any amounts due with respect to any such contract after the Closing Date. Donor agrees to cooperate with Donee in causing the utility accounts associated with the Property to be transferred into the name of Donee as of the Closing Date (unless there is a credit on the settlement statement for the payment of such utility service charges).

23. Remedies for Default.

A) In the event of Donee's default, material breach or material misrepresentation of any fact under the terms of this Agreement, Donor is automatically released from the obligation to donate the Property to Donee and neither Donor nor its representatives, agents, attorneys, successors, or assigns shall be liable to Donee for any damages of any kind as a result of Donor's failure to donate and convey the Property.

B) Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

C) The Parties agree that neither Party shall be liable to the other for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, or any other such expense or cost arising from or related to this Agreement or a breach of this Agreement.

24. Indemnification.

Donee agrees to indemnify and fully protect, defend, and hold Donor, its officers, directors, employees, shareholders, servicers, representatives, agents, appraisers, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Donor, its officers, directors, employees, shareholders, servicers, representatives, agents, appraisers, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

A) inspections or repairs made by Donee or its agents, employees, contractors, successors or assigns;

B) the imposition of any fine or penalty imposed by any municipal or governmental entity resulting from Donee's failure to timely obtain any necessary Certificate of Occupancy or to comply with equivalent laws and regulations; and

C) claims for amounts due and owed by Donor for taxes, homeowner association dues or assessment or any other items prorated at closing under Paragraph 7 of this Agreement, including any penalty or interest and other charges, arising from the proration of such amounts for which Donee received a credit at closing under Paragraph 7 of this Agreement.

25. Risk of Loss. Donor assumes all risk of loss related to damage to the Property prior to the Closing Date. In the event of fire, destruction or other casualty loss to the Property after Donor's acceptance of this Agreement and prior to closing and funding, either Party may terminate this Agreement and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 28 of this Agreement.

26. Eminent Domain. In the event that Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either Party may terminate this Agreement and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 28 of this Agreement.

27. Keys. If Donor is not in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, then the cost of obtaining the same will be the responsibility of Donee. Donee also understands that if the Property includes an alarm system, Donor cannot provide the access code and/or key and that Donee is responsible for any costs associated with the alarm and/or changing the access code or obtaining keys. If the Property is presently on a Master Key System, Donor will re-key the exterior doors to the Property prior to closing at Donor's expense.

28. Full Performance and Survival. Donor shall have been deemed to have fully performed and discharged Donor's obligations under this Agreement upon recording of the Deed to the Property in the Recorder's Office of Cook County. Notwithstanding anything to the contrary in this Agreement, the provisions of Paragraph 24 of this Agreement, as well as any other provision which contemplates performance or observance subsequent to any termination or expiration of this Agreement, shall survive the closing, funding and the delivery of the Deed and/or termination of this Agreement by any Party and continue in full force and effect.

29. Severability. The invalidity, illegality or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

30. Assignment of Agreement. Parties shall not assign this Agreement without the express written consent of the non-assigning Party. Assignment without written consent of all Parties will be deemed null and void, with all Parties remaining bound by the terms of this Agreement.

31. Entire Agreement. This Agreement, including the disclosure of information on lead based paint and/or lead based paint hazards or Donor Disclosure and Release Addendum or other disclosure forms or notices required by law, constitutes the entire agreement between Donee

and Donor concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between Donee and Donor. **NO ORAL PROMISES, REPRESENTATIONS (EXPRESSED OR IMPLIED), WARRANTIES OR AGREEMENTS MADE BY DONOR AND/OR BROKERS OR ANY PERSON ACTING ON BEHALF OF DONOR SHALL BE DEEMED VALID OR BINDING UPON DONOR UNLESS EXPRESSLY INCLUDED IN THIS AGREEMENT.** All negotiations are merged into this Agreement. Donor is not obligated by any other written or verbal statements made by Donor, Donor's representatives, or any real estate licensee.

32. Modification. No provision, term or clause of this Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by Donee and Donor.

33. Rights of Others. This Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Donor's successors and/or assigns and Donee.

34. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement.

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

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

37. Force Majeure. Except as provided in Paragraph 28 to this Agreement, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans or other means.

38. Attorney Review. The Parties acknowledge that each Party has had the opportunity to consult with its respective legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any Party because that Party drafted this Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of this Agreement.

39. Notices. Any notices required to be given under this Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) days after mailing by first class mail, postage paid. All notices to Parties will be deemed sent or delivered if sent or delivered to the Party or its agent, at the addresses set forth below:

To Donor:

Thomas K. Mick, Village Manager

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

With a copy to:

Mark H. Sterk
Odelson & Sterk, Ltd.
3318 West 95th Street
Evergreen Park, Illinois 60805

To SSLBDA:

Russell Rydin, Executive Director
South Suburban Land Bank and Development Authority
3700 W. 183rd Street, Suite B100
Hazel Crest, Illinois 60429

With a copy to :

Brent O. Denzin
Ancel Glink P.C.
140 South Dearborn, Suite 600
Chicago, Illinois 60602

40. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the Parties hereto.

41. Invalidity. If for any reason any portion or paragraph of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular portion or paragraph of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

42. Attorneys' Fees. Each Party shall pay the fees and costs of its own counsel. In the event a legal proceeding is commenced to enforce this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs from the other Party.

43. Cumulative Rights. The rights, options, election and remedies contained in this Agreement shall be cumulative; and no one such rights, options, elections and remedies shall be construed as excluding any other of them or any right or remedy allowed or provided by law.

44. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Property is located.

45. Donor Authority. Donor has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement

and all the deeds, agreements, certificates, and other documents contemplated herein. This Agreement has been duly executed by and is a valid and binding agreement of Donor, enforceable in accordance with its terms, except as enforceability may be limited by equitable principles or by the laws of bankruptcy, insolvency, or other laws affecting creditors' rights generally.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

DONOR:

Village of Park Forest

By: _____

Its: _____

DONEE:

South Suburban Land Bank and Development Authority

By: _____

Its: _____

EXHIBIT "A"

Legal Description of Property

LEGAL DESCRIPTION

LOT 17 IN BLOCK 5 IN VILLAGE OF PARK FOREST AREA NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET, AND EASTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

ADDRESS: 293 ALLEGHENY STREET, PARK FOREST, IL 60466

PIN: 32-30-206-017-0000

EXHIBIT “B”

Personal Property

NONE, UNLESS SPECIFICALLY IDENTIFIED BELOW:

LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978

TO ACCEPT AGREEMENT BETWEEN

VILLAGE OF PARK FOREST AS DONOR

AND

SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY, AS DONEE

LEAD WARNING STATEMENT

Every Donee of any interest in residential real property on which a residential dwelling was built before 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Donor of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Donor's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before accept.

DONOR'S DISCLOSURE

1. Presence of lead-based paint and/or lead-based paint hazards (check items a or b below):
 - a. Known lead-based paint and/or lead-based paint hazards are present in the housing. If checked, the following explanation is provided: _____
 - b. Donor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
2. Records and reports available to Donor (check item a or b below):
 - a. Donor has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. If checked, the following documents were provided: _____
 - b. Donor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

DONEE'S ACKNOWLEDGMENT

1. Buyer has read the Lead Warning Statement above and understands its contents, and has received copies of all information listed above.
2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
3. Buyer has either (check one of the boxes below):
 - received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

NOTE: PLEASE COMPLETE THIS ADDENDUM ONLY WHEN OCCUPIED PROPERTIES ARE BEING ACQUIRED BY THE DONEE.

**ADDENDUM TO ACCEPT AND SALE AGREEMENT
(Occupied Property)**

THIS ADDENDUM TO ACCEPT AND SALE AGREEMENT (Occupied Property) (“Addendum”) is dated as of the ___ day of _____, 20___, between _____ (“Donor”) and SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY (“Donee”), amending that certain Accept and Donate Agreement between the Parties of even date herewith (“Acceptance Agreement”). To the extent that this Addendum is inconsistent with the terms of the Acceptance Agreement, then the terms of this Addendum shall control. Any capitalized term not defined in this Addendum shall have the meaning given such term in the Acceptance Agreement. The Acceptance Agreement is hereby amended as follows:

13. Deed. Paragraph 13(B) shall be amended by adding the following:

(ix) Existing rights of tenants in possession, if any.

14. Representations and Warranties. Paragraph 14(D) is amended and restated in its entirety as follows:

Donee will not occupy or cause or permit others, other than Tenants in possession as of the Effective Date, to occupy the Property prior to closing and funding and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others, other than Tenants in possession as of the Effective Date, to occupy the Property until after the closing.

15. Deliveries by Donors. Paragraph 15 is amended by adding the following:

(c) Copies of all Leases in Donor’s possession, if any.

19. Closing Documents. In addition to the closing documents set forth at Paragraph 19, Donor and Donee shall execute and deliver at closing, an assignment of Donor’s rights and interests, if any, to all Leases (defined below) by all Tenants, in the form and content acceptable to both Parties, pursuant to which Donor assigns and conveys to Donee all of Donor’s right, title and interest, if any, in and to the Leases and Donee accepts such assignment and conveyance and assumes all obligations under said Leases, including but not limited to compliance with the Protecting Tenants at Foreclosure Act of 2009 and any similar state laws, from and after the Closing Date.

46. Leases. The following Paragraph 46 shall be added:

The Property shall be sold subject to the rights and tenancies of any tenant (“Tenant”) of the Property as of the Closing Date pursuant to a written or oral lease (“Lease”), if any.

(a) Donee acknowledges that Donor may not have copies of the Leases or knowledge of the original terms of any oral lease. Donor shall deliver to Donee a signed copy of all Leases in Donor’s possession, if any, with respect to the Property and, upon Donee’s request, any information, reports, or other items that are in the possession of the Donor or Donor’s real estate agent (if engaged by Donor in connection with this transaction) with respect to any Lease. Donee shall have ten (10) business days after review of said information, reports and notices to terminate this Agreement, whereupon this Agreement shall be null and void and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 21 of this Agreement.

A) After the Effective Date, Donor will not, without Donee’s consent, enter into, amend or terminate any Lease with respect to the Property.

B) Donor shall deliver to Donee, in addition to any other items required by this Agreement, all security deposits paid by a Tenant under a Lease and all accrued interest thereon actually received by Donor (“Security Deposit”), if any.

C) Donor shall cooperate with Buyer to provide notices to each Tenant under a Lease advising them of the sale of the Property, confirming the transfer of the Tenant’s Security Deposits and directing them to make future rent payments to Donee.

47. No Other Amendment. Except as herein amended, the Accept Agreement remains in full force and effect and is hereby ratified and confirmed.

[SIGNATURE PAGES TO FOLLOW]

DONOR:

VILLAGE OF PARK FOREST, IL

By: _____

Its: _____

DONEE:

**SOUTH SUBURBAN LAND BANK AND
DEVELOPMENT AUTHORITY**

By: _____

Its: _____

AGENDA BRIEFING

DATE: August 15, 2017

TO: Mayor Ostenburg
Board of Trustees

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

RE: Consideration of an Ordinance Amending Chapter 78 (Planning), Article II (Plan Commission) and Article III (Official Plan), Chapter 94 (Subdivisions), Article I (In General) and Article III (Plats), and Chapter 118 (Zoning), Article II (Administration and Enforcement) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois

BACKGROUND/DISCUSSION:

The attached Ordinance addresses the consolidation of the Plan Commission and the Zoning Board of Appeals (ZBA) into a Planning and Zoning Commission (PC). This Ordinance is brought to the Board of Trustees in advance of the Unified Development Ordinance, which is drafted to assume that one Commission handles the duties currently assigned to the two commissions.

State Statute permits a municipality to determine if it is better served with one commission or two with responsibilities related to the development of land. In Park Forest, the ZBA has been responsible for considering variances to the design requirements of the Zoning Ordinance (e.g., number of parking spaces, size of signs), and appeals to the decisions of the Zoning Administrator. The PC, on the other hand, is responsible for preparing the comprehensive plan, reviewing subdivisions of land, and making recommendations on zoning map and text amendments and applications for conditional uses. With one Commission responsible for both sets of duties, it is easier for an applicant to obtain approval of multiple applications. For example, when the Dollar General project was approved the developer had to seek approval from the PC for the subdivision of land, and approval from the ZBA for a variance to the number of parking spaces. This was a time consuming process, both for the developer and staff.

Staff recommends that the new Planning and Zoning Commission have nine members, and be made up of the current members of the PC. At least three of the current members on the PC have served for more than 20 years. Most of the current PC members have been deeply involved in the development of each of the comprehensive plan elements, and they have been instrumental in the creation of the new Unified Development Ordinance. Therefore, they have a deep understanding of the land use, economic development, and sustainability policies established by the Board of Trustees. This makes them the ideal people to be responsible for review of new development proposals and consideration of variances to the established development regulations. The Plan Commission has nine positions, eight of which are currently filled. The ZBA is authorized to have nine positions as well, but currently only has four members. At the

last ZBA meeting in December 2016, the Chair of the ZBA noted his desire to retire from his position.

As required by State Statute and Village Ordinance, the PC held a public hearing on this amendment to the Zoning Ordinance on August 8, and made a recommendation to approve the consolidation of the two commissions into a Planning and Zoning Commission. Notice of the public hearing was published in the *Daily Southtown Newspaper* on July 23, 2017.

The attached Ordinance was reviewed and approved by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the Regular Board meeting agenda of August 21, 2017, for First Reading.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 78 (PLANNING), ARTICLE II (PLAN COMMISSION) AND ARTICLE III (OFFICIAL PLAN), CHAPTER 94 (SUBDIVISIONS), ARTICLE I (IN GENERAL) AND ARTICLE III (PLATS), AND CHAPTER 118 (ZONING), ARTICLE II (ADMINISTRATION AND ENFORCEMENT) OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

WHEREAS, the Village of Park Forest (“Village”) is an Illinois home rule municipality organized and operating under the Illinois Municipal Code (the “Code”); and

WHEREAS, the Code (65 ILCS 5/11-12-4; 11-12-5; 11-13-2; 11-13-3(c)) authorizes the Village to create, organize and staff a plan commission and a zoning board of appeals; and

WHEREAS, the Village has established a separate plan commission and a zoning board of appeals; and

WHEREAS, the Chicago Metropolitan Agency for Planning (“CMAP”) is assisting the Village with the creation of a new Unified Development Ordinance to include revised zoning and subdivision ordinances; and

WHEREAS, CMAP has recommended that the Village combine the plan commission and zoning board of appeals in order to create a planning and zoning commission that has more comprehensive responsibilities; and

WHEREAS, on August 8, 2017, the Village of Park Forest Plan Commission conducted a public hearing and recommended approval of amendments to the Village’s Municipal Code relating to the Plan Commission, Plats, and Zoning to create a planning and zoning commission; and

WHEREAS, the Mayor and Board of Trustees wish to amend the Park Forest Municipal Code in accordance with the recommendation of the Plan Commission.

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

Section 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Authorization. The Mayor is authorized and directed to execute the Ordinance and the Village Clerk is hereby authorized and directed to attest to the Ordinance in substantially the form presented as determined by the Mayor.

Section 3. **Code of Ordinances.** Chapter 78 (Planning), Article II (Plan Commission), Article III (Official Plan), Chapter 94 (Subdivisions), Article I (In General), Article III (Plats), Chapter 118 (Zoning), Article II (Administration and Enforcement) of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, are hereby amended by adding the underlined words and deleting the stricken language as detailed in the attached Exhibit A, which is incorporated into this Ordinance as if fully stated herein.

Section 4. **Note to Codifier.** To the extent that references to “plan commission” and/or “zoning board” are not specified in the attached Exhibit A, the same shall be changed to “planning and zoning commission”.

Section 5. **Severability and Repeal of Inconsistent Ordinances.** If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 6. **Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Passed this _____ day of _____, 2017.

APPROVED:

ATTEST:

John A. Ostenburg, Mayor

Sheila McGann, Village Clerk

EXHIBIT A
AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES
RELATED TO CREATION OF A
PLANNING AND ZONING COMMISSION

Chapter 78 – PLANNING

ARTICLE II. - PLAN COMMISSION

Sec. 78-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commission means the duly constituted planning and zoning commission of the village.

Sec. 78-27. - Created; statutory authority.

In order that adequate provisions be made for the preparation of a comprehensive plan for the guidance, direction and control of the growth and development or redevelopment of the village and contiguous territory not more than 1½ miles beyond the corporate limits of the village and not included in any municipality, a planning and zoning commission is created under authority of an act of the state general assembly entitled, "Illinois Municipal Code", approved May 29, 1961, and effective July 1, 1961, as amended.

Sec. 78-28. - Appointment of members.

The planning and zoning commission shall consist of nine members, appointed by the village president and confirmed by the board of trustees, who shall serve for staggered terms of three calendar years. In addition thereto, the village president shall serve as an ex officio member of the planning and zoning commission but shall have no vote, nor hold office on the commission. For purposes of conducting business, a majority of members duly appointed and serving as members of the planning and zoning commission shall constitute a quorum.

Sec. 78-29. - Vacancies.

Vacancies on the planning and zoning commission shall be filled by the appointment of the village president and confirmed by the board of trustees for the unexpired term only. A position on the planning and zoning commission shall be deemed vacated if a member has missed three consecutive meetings during any calendar year or five meetings within one calendar year. The planning and zoning commission chairperson shall declare any vacancy by written notice to the village president at any time a vacancy occurs.

Sec. 78-30. - Officers.

From the membership of the commission, the president shall appoint, subject to approval of the board, a chairman and vice chairman. Such officers shall hold office for a term of one year and may be reappointed. The planning and zoning commission chair, or in her/his absence, the vice chair, may administer oaths and compel the attendance of witnesses.

Sec. 78-31. - Organization; bylaws.

(a)

Immediately following their appointment the members of the planning and zoning commission shall adopt such bylaws governing its procedures and regulating its business as it, from time to time, deems proper and necessary. The adoption and amendment of bylaws shall be by majority vote of all the members; provided, however, that every member shall be furnished a copy of such proposed bylaws and amendments at least ten days before consideration for adoption.

(b)

The commission shall keep written records of its proceedings which shall be open at all times to public inspection.

Sec. 78-32. - Powers and duties.

The planning and zoning commission shall have the following power and duties:

(1)

To prepare and recommend to the village board a comprehensive plan for the present or future development or redevelopment of the community, which may be adopted in whole or in separate geographical or functional parts.

(2)

To recommend changes, from time to time, in the official comprehensive plan.

(3)

To prepare and recommend to the village board from time to time, plans for specific improvements pursuant of the official comprehensive plan.

(4)

To aid municipal officials in furthering the interpretation of the comprehensive plan.

(5)

To review development proposals for conformance with village ordinances, and the official comprehensive plan if requested by the board of trustees.

(6)

To conduct public hearings and act as a conduit to the board for public input and recommendations on ordinances, plans, policies and development proposals as requested by the village board.

(7)

To exercise such other powers as may be conferred by the corporate authorities.

(8)

To exercise those powers described in Section 118-25 (b) of the Municipal Code of Ordinances.

Sec. 78-33. - Improvements.

The village clerk shall, upon request, furnish the planning and zoning commission, for its consideration, a copy of all ordinances, plans and data relative to public improvements of any nature. The planning and zoning commission may report in relation thereto if it deems a report necessary or advisable, for the consideration of the board of trustees.

Sec. 78-34. - Obtaining technical advice or service.

If the planning and zoning commission deems it advisable to secure technical advice or services to assist in its work and assignments, it may recommend to the board of trustees that such services be secured.

Secs. 78-35—78-60. - Reserved.

ARTICLE III. - OFFICIAL PLAN

Sec. 78-61. - Official comprehensive plan for village.

(a)

At any time before or after the formal adoption of the official comprehensive plan by the corporate authorities, an official map may be designated by ordinance, which map may consist of the whole area included within the official comprehensive plan, or one or more separate geographical or functional parts, and may include all or any part of the contiguous unincorporated area within 1½ miles from the corporate limits. All requirements for public hearing, filing of notice of adoption with the county recorder of deeds, and filing of such plan and ordinances, including the official map, with the village clerk shall be complied with as provided for by law.

(b)

No map or plat of any subdivision or resubdivision presented for record affecting land within the corporate limits or within territory which is not more than 1½ miles beyond the corporate limits, except as otherwise provided in section 11-12-9 of the Illinois Municipal Code, 65 ILCS 5/11-12-9, shall be entitled to record or shall be valid unless the subdivision shown thereon provides for standards of design, and standards governing streets, alleys, public ways, ways for public service facilities, streetlights, public grounds, size of lots to be used for residential purposes, stormwater and floodwater runoff channels and basins, water supply and distribution, sanitary sewers and sewage collection and treatment in conformity with the applicable requirements of the ordinances, including the official map.

Sec. 78-62. - Created and adopted.

There is adopted the official comprehensive plan of the village; such official comprehensive plan having been adopted by the village on March 28, 1983, entitled the "Park Forest Policies Plan." The land use and economic development elements of the official comprehensive plan have been updated by the village pursuant to the adoption of the "Strategic Plan for Land Use and Economic Development," on November 24, 2008. The housing element of the official comprehensive plan has been updated by the village on April 16, 2012, pursuant to the adoption of the following chapters contained in the Homes for a Changing Region Report: (1) Introduction; (2) Park Forest; and (3) Appendix. A sustainability element of the official comprehensive plan has been added by the village on May 14, 2012, pursuant to the adoption of the "Growing Green: Park Forest Sustainability Plan." A new key area of the land use and economic development element of the official comprehensive plan has been added by the village on November 28, 2016, pursuant to the adoption of the "Hidden Meadows Conceptual Redevelopment Plan".

Sec. 78-63. - Amendments, revisions.

(a)

The official plan shall be subject to amendments and revisions from time to time as may be required and as approved by the planning and zoning commission.

(b)

Such amendments and revisions when so approved by the planning and zoning commission shall then be presented to the board of trustees for appropriate action.

(c)

The planning and zoning commission shall be empowered to conduct such investigations and to hold such public hearings on proposed amendments and revisions as may be necessary and proper to the orderly development of the official plan.

Chapter 94 - SUBDIVISIONS

ARTICLE I. - IN GENERAL

Sec. 94-4. - Definitions.

For the purpose of this chapter the following words and phrases shall have the meanings respectively ascribed to them:

Commission means the planning and zoning commission of the village.

ARTICLE III. - PLATS

DIVISION 2. - PRELIMINARY PLAT

Sec. 94-91. - Application for approval—Filing.

Applications for approval of a preliminary plat shall be officially filed with the village clerk who, within 48 hours after receipt, shall transmit the same, including all documents relating thereto, to the planning and zoning commission, and shall notify the president of the board of trustees in writing of such receipt and transmittal.

Sec. 94-98. - Approval—Period of time for consideration.

The planning and zoning commission shall act to approve or disapprove any application for approval of a preliminary plat within 90 days from the date of application or the filing by the applicant of the last item of supporting data as required by this division, whichever date is later, unless such time is extended by mutual consent of the commission and the applicant.

Sec. 94-99. - Same—Distribution of copies.

If the preliminary plat is approved, the action of the planning and zoning commission shall be entered on three prints of the plat, one print to be retained by the commission, one print to be returned to the applicant, and one print to be transmitted to the president and board of trustees accompanied by one copy each of all supporting data and documents submitted with the application for approval.

Sec. 94-101. - Same—Action by president, board of trustees.

Within 30 days after its next regular slated meeting following an action by the planning and zoning commission to approve a preliminary plat, the president and board of trustees shall act by resolution to accept or reject such plat. If accepted, the village clerk shall attach a certified copy of the resolution of acceptance of the plat; if rejected, the resolution shall state the reasons for the rejection, specifying with particularity the aspects in which the proposed plat fails to conform to the official map or maps or satisfy the requirements of this chapter. One copy of the resolution shall be filed in the office of the village clerk and a copy shall be transmitted to the applicant.

Sec. 94-102. - Same—Effect.

The approval of a preliminary plat shall not constitute acceptance of the subdivision plat for record.

Sec. 94-103. - Same—Effective period.

Approval of the preliminary plat shall be effective for a maximum of 12 months from the date of such approval. The president and board of trustees may grant reasonable extensions of this period upon petition by the owner and subdivider. If the final plat has not been filed with the village clerk within the period such approval is effective and the owner and subdivider desire to continue their request for final approval, it will be necessary for a new application for approval of a preliminary plat to be filed.

Sec. 94-104. - Disapproval.

If the preliminary plat is disapproved the action of the planning and zoning commission shall be entered on two prints of the plat, one print to be retained by the commission and one print to be transmitted to the applicant accompanied by a written statement setting forth the reason or reasons for disapproval and specifying with particularity the aspects in which the proposed plat fails to conform to the ordinances including the official map or maps. A copy of such statement shall be forwarded to the president and board of trustees.

DIVISION 3. - FINAL PLAT

Sec. 94-131. - Conformity to preliminary plat.

The final plat shall conform substantially to the preliminary plat accepted by the president and board of trustees and, if desired by the owner and subdivider, it may consist of only that portion of the approved preliminary plat which they propose to record and develop at that time; provided, however, that such portion shall conform to all the requirements of these regulations.

Sec. 94-132. - Application for approval—Filing.

After acceptance of the preliminary plat by the president and board of trustees and within the time period set forth in [section 94-32](#), an application may be made for approval of the final plat. Such application shall be officially filed with the village clerk who, within 48 hours after receipt, shall transmit same, including all documents relating thereto, to the planning and zoning commission, and shall notify the president and board of trustees in writing of such receipt and transmittal.

Sec. 94-139. - Approval, disapproval—Action by plan commission.

(a)

Within 40 days from the date of the application or the filing by the applicant of the last item of supporting data required by this division, whichever date is later, the planning and zoning commission shall transmit to the president and board of trustees its recommendation to (1) approve or (2) disapprove the plat.

(b)

Such transmittal shall include two copies of the final plat and of all documents, certificates and plans submitted in connection therewith and, in the event any variances from the requirements of this

division are recommended or in the event the recommendation is to disapprove the plat, the letter of transmittal shall specifically call attention to such items and set forth the reasons therefor. A copy of the letter of transmittal shall also be forwarded to the applicant.

(c)

The 40-day time limit for planning and zoning commission action may be modified if a time extension, as provided in [section 94-140](#), is agreed to; in which event the president and board of trustees shall notify the commission of a new date within which its recommendation shall be transmitted.

Chapter 118 – ZONING

ARTICLE II. - ADMINISTRATION AND ENFORCEMENT

Sec. 118-25. - ~~Zoning board of appeals.~~ Planning and zoning commission.

(a)

~~*Creation and membership.* A zoning board of appeals is hereby established. The words "zoning board" when used in this section shall be construed to mean the zoning board of appeals. The zoning board shall consist of nine members appointed by the president of the village, by and with the consent of the village board. The members of the zoning board shall serve respectively for three year staggered terms or until their respective successors are appointed and qualified. One of the members of the zoning board shall be designated by the president of the village as chairman until his successor is appointed. The senior member of the zoning board, i.e., the member with the most years of service on the zoning board, shall serve as the acting chairman in the absence of the chairman. Such chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. The president shall have the power to remove any member of the zoning board for cause. Vacancies upon the zoning board shall be filled for the unexpired term of the member whose place has become vacant, in the manner provided for the appointment of such member. All members of the zoning board shall serve without compensation.~~

~~(b)~~

~~*Meetings.* All meetings of the zoning board shall be held at the call of the chairman or the acting chairman and at such times as the zoning board may determine. All hearings and meetings conducted by the zoning board shall be open to the public. The zoning board shall designate a secretary to keep minutes of its proceedings showing the vote of each member upon each question, or if absent or excused from voting, indicating such fact, and the secretary shall also keep records of the zoning board's hearings and other official actions. Every rule or regulation, every amendment or repeal thereof, and every order, requirement, decision and determination of the zoning board shall be filed immediately in the office of the village clerk and shall be a public record. The zoning board shall adopt its own rules of procedure not in conflict with this chapter or with the Illinois Compiled Statutes. The presence of five members shall be necessary to constitute a quorum. The concurring vote of five members of the zoning board shall be necessary to reverse any order, requirements, decision or determination of the building commissioner, or to decide in favor of the applicant any matter upon which it is authorized by this chapter to render a decision.~~

~~(c)~~ (a)

Appeals. Appeals shall be subject to the following:

(1)

An appeal may be taken to the ~~zoning board~~ planning and zoning commission by any owner of real property aggrieved by a decision of the building commissioner under this chapter.

(2)

An application for an appeal shall be filed with the building commissioner and with the village clerk within 30 days of the date of the action from which the appeal is being filed, and thereafter the village clerk shall forward such application to the ~~zoning board~~ planning and zoning commission for processing. The building commissioner shall forthwith transmit to the ~~zoning board~~ planning and zoning commission all of the papers constituting the record upon which the action appealed from was taken.

(3)

An appeal shall stay all proceedings in furtherance of the action appealed from unless the building commissioner certifies to the board after the notice of appeal has been filed with him that by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property, in which case the proceedings shall not be stayed, otherwise than by a restraining order, granted by the board or by a court of record on application and on notice to the building commissioner, and on due cause shown.

(4)

The ~~zoning board~~ planning and zoning commission shall fix a reasonable time, not to exceed 90 days, for the hearing of the appeal and give due notice thereof to the parties and decide the same within a reasonable time. The ~~zoning board~~ planning and zoning commission may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination as in its opinion ought to be made on the premises and to that end shall have all the powers of the officer from whom the appeal was taken.

(5)

The filing of an appeal before the ~~zoning board~~ planning and zoning commission shall be accompanied by a check or money order, made payable to the village, in accordance with the following schedule:

Appeals for variation \$100.00

All other appeals 100.00

All monies received for filing of appeals shall be credited to the general fund of the village.

~~(d)~~ (b)

Jurisdiction and authority. The ~~zoning board~~ planning and zoning commission is hereby vested with the following jurisdiction and authority to:

(1)

Interpret the provisions of this chapter in such a way as to carry out the intent and purposes of the comprehensive plan and of this chapter.

(2)

Hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the building commissioner in the enforcement of this chapter.

(3)

Hear applications for variations from the terms provided in this chapter in the manner and subject to the standards set forth in this article.

(4)

Hear and decide such other appeals as are specifically designated for board action in this chapter.

(5)

Grant additional time for, or permit extension of, a nonconforming use.

~~(e)~~ (c)

Exercise of power. The ~~zoning board~~ planning and zoning commission shall exercise its powers as follows:

(1)

In exercising such powers, the ~~zoning board~~ planning and zoning commission may reverse or affirm, wholly or in part, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as ought to be made, and to that end shall have all the powers of the building commissioner from whom the appeal is taken.

(2)

In the granting of an appeal or variance, the ~~zoning board~~ planning and zoning commission may impose such conditions and restrictions upon the premises involved as may be considered necessary in the specific case to eliminate or minimize the adverse effects of such use on other property in the vicinity, and to better carry out the intent and purposes of this chapter. Failure to comply with all the conditions and restrictions imposed in the granting of the appeal or variation shall constitute a violation of this chapter.

(3)

When acting on any appeal, the ~~zoning board~~ planning and zoning commission shall first determine that granting of the appeal will not impair an adequate supply of light and air to adjacent property, unreasonably increase the congestion in public streets, increase the danger of fire or endanger the public safety, unreasonably diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, comfort or welfare of the inhabitants of the village.

(4)

The ~~zoning board~~ planning and zoning commission shall make no recommendation except in a specific case and after the required notices have been mailed and a public hearing conducted by the ~~zoning board~~ planning and zoning commission. A notice of the time and place of such public hearing shall be published in a newspaper of general circulation in the village at least 15 days and not more than 30 days previous to the hearing. Such notice shall contain the address or location of the property for which a variation or other ruling is sought, as well as a brief description of the nature of the appeal.

Sec. 118-26. - Variations.

(a)

Generally. The village board shall decide all application for variations of the provisions of this chapter, except those specified in subsection (e) of this section for which the ~~zoning board~~ planning and zoning commission shall have exclusive jurisdiction. The ~~zoning board~~ planning and zoning commission shall hold public hearings upon all applications for variations. It shall report its recommendations to the village board, except for those matters contained in subsection (e) of this section. A variation shall be permitted only after there has been a finding of fact either by the village board or the ~~zoning board~~ planning and zoning commission, as the case may be, specifying the reason or reasons for permitting the variation. Such findings shall be based upon the standards prescribed in subsection (d) of this section. No variation shall be granted by the village board or the zoning board without such findings of fact.

(b)

Initiation. An application for a variation may be made by any governmental office, department, board, bureau or commission or by any person having a fee simple interest, a possessory interest entitled to exclusive possession, a contractual interest which may become a fee simple interest, or an option to purchase, or any exclusive possessory interest applicable to the land and improvements, if any, described in the application for a variation.

(c)

Processing. Processing of variation applications shall be in accordance with the following:

(1)

An application for variation shall be filed with the village clerk who shall forward a copy within two working days of receipt to the ~~zoning board~~ planning and zoning commission with a request to hold a public hearing. Such application must be accompanied by a list containing the names and last known addresses of the properties required to be served in connection with the application pursuant to subsection (c)(3) of this section.

(2)

Such hearing shall be held only after receipt by the ~~zoning board~~ planning and zoning commission of an affidavit from the applicant certifying compliance with requirements of subsection (c)(3) of this section and a notice of the time and place of the hearing has been published in a newspaper of general circulation in the village at least 15 days and not more than 30 days previous to the hearing. Such notice shall contain the address or location of the property for which the variation is sought, as well as a brief description of the nature of the variation.

(3)

The applicant shall, not more than 30 days nor less than 15 days before the hearing at which the application for variation is to be considered, send written notice for variation, either in person or by registered mail, return receipt requested, to the owners, as recorded in the office of the recorder of deeds or the registrar of titles of the county in which the property is located and as appears from the authentic tax records of such county, of all property within 250 feet in each direction of the location for which the variation is requested; provided, however, that the number of feet occupied by all public roads, streets, alleys and other public ways shall be excluded in computing the 250-foot requirement. The notice shall contain the time and place of the hearing, the address of the location for which the variation is requested and the name and address of the applicant for variation or special use and a brief statement of the nature of the variation requested. If, after a bona fide effort to determine such address, the owner of the property on which the notice is served cannot be found at his last known address, or the mailed notice is returned because the owner cannot be found at the last known address, the notice requirements of this subsection shall be deemed satisfied.

(d)

Standards for variations. The village board and ~~zoning board~~ planning and zoning commission shall not permit a variation of the regulations of this chapter, as authorized in this section, unless it shall have made findings of fact based upon the evidence presented to it in each specific case that:

(1)

The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.

(2)

The plight of the owner is due to unique circumstances.

(3)

The variation, if granted, will not alter the essential character of the locality.

(4)

For the purpose of implementing such rules, the village board and ~~zoning board~~ planning and zoning commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the applicant have been established by the evidence:

a.

The particular physical surroundings, shape or topographical features of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this chapter's regulations were carried out.

b.

The conditions upon which the petition for variation is based would not be applicable, generally, to other property within the same zoning classification.

c.

The purpose of the variation is not based exclusively upon a desire to make more money from the property.

d.

The alleged difficulty or hardship has not been created by the owner of the property.

- e. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.
- f. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, endanger the public safety or substantially diminish or impair property values within the neighborhood.

The village board and ~~zoning board~~ planning and zoning commission may require such conditions and restrictions upon the premises benefited by a variation as may be necessary to comply with the standards set forth in this chapter to reduce or minimize the injurious effect of such variations upon other property in the neighborhood and better to carry out the general intent of this chapter.

(e) *Authorized variations.* The ~~zoning board~~ planning and zoning commission shall have authority to grant variations from the regulations of this chapter in accordance with the standards set out in this subsection only in the following instances:

- (1) To permit any front, side, or rear yard less than the yard required by the applicable regulations.
- (2) To permit the use of a lot for a use otherwise prohibited solely because of the insufficient area of the lot.
- (3) To permit the same off-street parking facility to qualify as required facilities for two or more uses, provided that substantial use of such facility by each user does not take place at approximately the same hours of the same day of the week.
- (4) To reduce the applicable off-street parking or loading required by not more than ten percent of the applicable regulations.

Sec. 118-27. - Revocation.

(a)

No order of the ~~zoning board~~ planning and zoning commission permitting the erection or alteration of a building shall be valid for a period longer than one year, unless a building permit for such erection or alteration is obtained within such period and such erection or alteration is started and proceeds to completion in accordance with the terms of such permit.

(b)

No order of the ~~zoning board~~ planning and zoning commission permitting a use of a building or premises shall be valid for a period longer than one year, unless such use is established within such period; provided, however, that where such use permitted is dependent upon the erection or alteration of a building, such order shall continue in full force and effect if a building permit for the erection or alteration is obtained within such period and such erection or alteration is started and proceeds to completion in accordance with the terms of such permit.

(c)

The ~~zoning board~~ planning and zoning commission may, upon a showing of good cause therefor, enter an order permitting the future extension of a use or building or the future erection of a building on the premises being considered, which order shall not be subject to the one year limitation provided by this section, but the ~~zoning board~~ planning and zoning commission in such order shall specify the

maximum period of time for which such conditional use permit shall remain valid. The ~~zoning board~~ planning and zoning commission shall attach to such order a development plan of the lot which shall show the limits on the lot within which future buildings or building extensions will be permitted and such modifications of the plan of present developments as will be necessary to accommodate the proposed future building or extension of use or building.

Sec. 118-28. - Conditional uses.

(a)

Purpose. The formulation and enactment of this chapter is based on the division of the entire village into districts in each of which are permitted specific uses that are mutually compatible. It is recognized that there are certain other uses which may be necessary or desirable to allow in a given district but which on account of their potential influence upon neighboring uses or public facilities need to be carefully regulated with respect to location or operation for the protection of the community. Such uses are classified in this chapter as conditional uses.

(b)

Initiation. Conditional uses may be proposed by any person having a fee simple interest, a possessory interest entitled to exclusive possession of the land and improvements, if any, a contractual interest which may become a fee simple interest, or an option to purchase the land which is described in the application for a conditional use.

(c)

Processing. Processing of conditional use applications shall be in accordance with the following:

(1)

An application for a conditional use shall be filed with the village clerk, who shall thereafter notify in writing the president and village board of the application.

(2)

A copy of such application shall be forwarded by the village clerk within two working days of receipt to the planning and zoning commission with a request to hold a public hearing and submit to the president and village board a report of its findings and recommendations.

(3)

Such hearing shall be held upon notice of the time and place of the hearing to be published in a paper of general circulation in the village at least 15 days, and not more than 30 days, previous to the hearing. Such notice shall contain the address or location of the property for which the conditional use is sought, as well as a brief description of the nature of the conditional use.

(4)

In considering a conditional use, the president and village board may proceed without the plan commission's recommendation if it is not received within 60 days from the date of referral to the planning and zoning commission.

(d)

Exercise of power. In connection with the granting of a conditional use, the president and village board may:

(1)

Permit such deviations from the district regulations as they deem to be appropriate for the particular site, provided it can be demonstrated that such deviations are necessary to accommodate the conditional use and they determine that they will not have undue adverse effect on adjacent properties, the neighborhood or the community.

(2)

Upon a showing of good cause therefor, enter an order permitting the future extension of a use or building, or the future erection of a building on the premises being considered, which order shall not be subject to the one year limitation provided by this chapter, but the president and village board in such order shall specify the maximum period of time for which such conditional use permit shall remain valid. There shall be attached to such order a development plan of the lot which shall show the limits on the lot within which future buildings or building extensions will be permitted and such modifications of the plan of present developments as will be necessary to accommodate the proposed future building or extension of use or building.

Sec. 118-29. - Amendments.

(a)

Authority. The regulations imposed and the districts created under the authority of this chapter may be amended, from time to time, by ordinance. An amendment shall be granted or denied by the village board only after a public hearing before the planning and zoning commission and a report of its findings and recommendations has thereafter been submitted to the village board.

(b)

Initiation. Amendments may be proposed by the village board, planning and zoning commission, ~~zoning board~~, and by any other person having a fee simple interest, a contractual interest which may become a fee simple interest, an option to purchase, or an exclusive possessory interest which is specifically enforceable on the land and the improvements, if any, which is described in the application for an amendment.

(c)

Processing. Processing an application for an amendment shall be in accordance with the following:

(1)

An application for an amendment shall be filed with the village clerk, who shall notify, in writing, the village board of such application.

(2)

The village clerk shall within two working days forward a copy of such application to the planning and zoning commission with a request to hold a public hearing and submit to the village board a report of its findings and recommendations. Such public hearing shall be held within 60 days of the date that such application for amendment is received by the village. No less than 15 days nor more than 30 days' notice of the time and place of such hearing shall be published in a newspaper of general circulation in the village.

(d)

Fees. The filing of an application for amendment shall be accompanied by a certified check or money order in the amount of \$100.00, made payable to the village; provided, however, that any amended petition requiring additional public notice and hearing shall be considered as a new petition and payment of the required filing fee shall be necessary. Filing fees shall not be refundable.

(e)

Decisions. Decisions shall be made in accordance with the following:

(1)

The village board, upon report and recommendation of the planning and zoning commission and without further public hearing, may grant or deny any proposed amendment, or may refer it back to the planning and zoning commission for further consideration.

(2)

In case of a written protest against any proposed amendment, signed and acknowledged by the owners of 20 percent of the frontage proposed to be altered, by the owners of 20 percent of the frontage immediately adjoining or to the rear thereof, or by the owners of 20 percent of the frontage directly opposite the frontage

proposed to be altered, is filed with the village clerk, such amendment shall not be passed except by the favorable vote of two-thirds of all of the village corporate a

AGENDA BRIEFING

DATE: August 8, 2017

TO: Mayor Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre – Director of Public Works/Village Engineer

RE: Approval of an Ordinance authorizing the Village to borrow funds from the Public Water Supply Loan Program (First Reading)

BACKGROUND/DISCUSSION:

Staff is seeking a \$1,750,000 IEPA Loan to fund a water main extension project along Western Avenue to Continental Midland. The planning level cost estimate for this project was \$1,500,000, but staff is recommending that the Village apply for \$1,750,000 in case bids and any contingencies require costs to go beyond the planning level estimate. According to the Village's Engineering Consultant, Baxter and Woodman, the Village does not have to take the full requested amount. Also should costs go beyond the planning level estimate, the Village would not have to go through approval of another ordinance for the unforeseen increased amount and any other additional requirements from the IEPA.

As a reminder to the Board, CMG has agreed to pay back the Village, 2 installments of \$375,000 each (\$750,000 total), as their share of costs for this project. The repayment plan of the loan will be by revised water rates which will be brought to the Board for approval and adoption by Ordinance under a separate/future Agenda Briefing item.

Village staff have been approached by Continental Midland Group (CMG) requesting water service. At this time commitments and pre-annexation agreements have been discussed, negotiated, and are now being finalized. Loan funds will be needed for design, construction, legal/administration, construction engineering and any contingencies for the installation of a booster/pumping station and 4,400 feet of 12 inch water main to the south property line of the Continental Midland property. See attached Project Location Map.

As a requirement of the loan program, the Village needs to pass an ordinance (a bond ordinance) authorizing the Village to borrow funds from the Public Water Supply Loan Program. See attached Ordinance and Certificate. The Village also needs to provide a signed legal opinion on the validity and enforceability of the Village's obligations (the bond ordinance) and the absence of conflicts with other agreements, bonds, or ordinances. This will be provided after the Board approves this Ordinance. The Ordinance, Certificate, and Legal Opinion will then be combined with financial audit information, tax exemption certificate, and other requested documents into a Financial Package to be submitted to the IEPA for review and in turn, loan approval.

RECOMMENDATION: Approve this Ordinance authorizing the Village to borrow funds from the Public Water Supply Loan Program.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular Meeting of August 21, 2017 for First Reading.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS, TO BORROW FUNDS FROM THE
PUBLIC WATER SUPPLY LOAN PROGRAM**

WHEREAS, the Village of Park Forest, Cook and Will Counties, Illinois, operates its public water supply system (“the System”) and in accordance with the provisions of THE HOME RULE ARTICLE OF THE ILLINOIS CONSTITUTION and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the Mayor and Board of Trustees of the Village of Park Forest (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

**INSTALLATION OF 4,400 FEET OF 12-INCH WATER MAIN AND A 2,000 GALLON
PER MINUTE BOOSTER PUMPING STATION TO DELIVER WATER TO
CONTINENTAL MIDLAND GROUP**

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the Village of Park Forest, which Project has a useful life of 100 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$1,750,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the project; and

WHEREAS, the costs are expected to be paid for with a loan to the Village of Park Forest from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the Village of Park Forest is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of \$1,750,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the Village of Park Forest shall be made pursuant to a Loan Agreement, including certain terms and conditions between the Village of Park Forest and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the Village of Park Forest, Cook and Will Counties, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the Village of Park Forest to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the Village of Park Forest in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$1,750,000.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the user charges, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the Village of Park Forest may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village of Park Forest to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF THE VILLAGE OF PARK FOREST

Repayment of the loan to the Illinois Environmental Protection Agency by the Village of Park Forest pursuant to this Ordinance is to be solely from the revenue derived from the revenues of the System, and the loan does not constitute an indebtedness of the Village of Park Forest within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The Village Mayor is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 662.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. AUTHORIZATION OF VILLAGE MAYOR TO EXECUTE LOAN AGREEMENT

The Village Mayor is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency and the Village Manager shall execute any related documents including those associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan, reporting requirements, etc.

SECTION 8. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 9. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

Adopted by the Corporate Authorities on _____, 2017.

APPROVED:

ATTEST:

Mayor

Clerk

AYES: _____

NAYES: _____

ABSENT: _____

CERTIFICATION

I, Sheila McGann, do hereby certify that I am the duly elected, qualified and acting Clerk of the Village of Park Forest. I do further certify that the above and foregoing, identified as Ordinance Number _____, is a true, complete and correct copy of an ordinance otherwise identified as **AN ORDINANCE AUTHORIZING THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, TO BORROW FUNDS FROM THE PUBLIC WATER**

SUPPLY LOAN PROGRAM, passed by the Board of Trustees of the Village of Park Forest on the _____, 2017, and approved by the Mayor of the Village of Park Forest on the same said date, the original of which is part of the books and records within my control as Clerk of the Village of Park Forest.

Dated this ____ day of August, 2017.

Village Clerk of the Village of Park Forest

August 15, 2017

Ms. Vera Herst
Assistant Counsel
Division of Legal Counsel
Illinois Environmental Protection Agency
1021 North Grand Avenue East
Springfield, IL 62702-4059

Re: Village of Park Forest Loan from the Public Water Supply Loan Program for
the Replacement of Village Water Mains

Dear Ms. Herst:

We represent the Village of Park Forest, Cook and Will Counties, Illinois (“Village”) in the above-captioned matter. The Village is a home-rule unit pursuant to Article VII, Section 6(a) of the Illinois Constitution.

You have requested our legal opinion relating to an IEPA loan agreement between the Village and the Illinois Environmental Protection Agency (“IEPA”) pursuant to the IEPA’s Public Water Supply Loan Program (PWSLP). The purpose of the loan agreement is for the installation of 4,400 feet of a 12-inch water main and a 2,000 gallon per minute booster pumping station to deliver water to Continental Midland Group.

You have asked for our opinion with respect to whether the Ordinance authorizing the Village to enter into a certain loan agreement pursuant to the IEPA’s Public Water Supply Loan Program, which was created pursuant to the provisions of 415 ILCS 5/19.1 *et seq.*, was enacted in accordance with Illinois law.

You have also asked for our opinion as to whether the Village has complied with all of the procedural requisites necessary to authorize the Mayor to execute the loan agreement in order to create a valid and enforceable contract.

In reaching our opinion, we have examined and considered Village of Park Forest Ordinance No. [REDACTED], entitled “An Ordinance Authorizing the Village of Park Forest, Cook and Will Counties, Illinois, to Borrow Funds from the Public Water Supply Loan Program (“Ordinance No. [REDACTED]”), which was adopted and approved on [REDACTED] (a certified copy of Ordinance No. [REDACTED] is enclosed). We have also considered the following: (1) the provisions of the Public Water Supply Loan Program, 415 ILCS 5/19.1 *et seq.*; (2) Article VII, Section 6(a) of the Illinois Constitution; (3) the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.*; (4) Section 106-31 *et seq.* of the Code of Ordinances for the Village of Park Forest (“Village Code”), which

establishes the Village's water system and provides an administrative framework for the system; and (5) Section 106-49 of the Village Code, which establishes water rates for the Village.

Based on our review of the foregoing, we are of the opinion that:

1. The Village of Park Forest is a duly organized, home-rule municipality of the State of Illinois, validly existing and in good standing under the Constitution and laws of the State of Illinois;
2. Pursuant to Article VII, Section 6(a) of the Illinois Constitution and Village ordinances, the Village has the authority to enter into a loan agreement with the IEPA pursuant to the Public Water Supply Loan Program (415 ILCS 5/19.1 *et seq.*);
3. The Village Board of Trustees has duly enacted and effectively adopted Ordinance No. [REDACTED], which authorizes the borrowing of funds from the Public Water Supply Loan Program;
4. The execution of the loan agreement and related documents pursuant to the provisions of Ordinance No. [REDACTED] and relevant provisions of the *Illinois Administrative Code* will constitute valid and binding obligations of the municipality in accordance with the terms set forth in said documents;
5. The execution of Ordinance No. [REDACTED], the loan agreement and loan documents will not conflict with, or result in a breach of any provision of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement of instrument to which the Village is a party or by which it or its properties are bound; and
6. There are no other obligations which are senior to the proposed loan with the Public Water Supply Loan Program.

Very truly yours,

ODELSON & STERK, LTD.

Felicia L. Frazier

FLF/da

Encl.

cc: Thomas K. Mick, Village Manager
Mark A. Pries, Deputy Village Manager/Finance Director