

AGENDA

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

Village Hall

8:00 p.m.

April 17, 2006

Roll Call

1. New Logo for the Village of Park Forest
2. An Ordinance Approving the Issuance of Single Family Mortgage Revenue Bonds And Certain Documents in Connection Therewith; and Related Matters
3. An Ordinance Amending Chapter 106 (Sewer Rates)
4. An Ordinance Amending Chapter 106 (Deposits Required for Water Service)
5. Engineering Services Agreement for DownTown Fire Station Parking Lot Improvements
6. A Resolution in Support of the Construction of an Interchange Between Interstate 57 and Interstate 294

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment

AGENDA ITEMS ARE AVAILABLE IN VILLAGE HALL LOBBY

AGENDA BRIEFING

TO: President Ostenburg
Board of Trustees

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

DATE: April 11, 2006

RE: New Logo for the Village of Park Forest

BACKGROUND/DISCUSSION:

The Village's 2005-2006 Budget provides direction and funds to develop a plan to market Park Forest internally and externally. At the November 7, 2005 Agenda of the Rules Meeting a proposal from Inland Arts and Graphics was presented for Board consideration. At the November 14, Regular Meeting, a contract was submitted for Board consideration and approval. During the months of December through March, Inland Arts and Graphics staff gathered data about Park Forest. The means of data collection included a workshop session, where nearly 100 Park Foresters participated in brain storming, visioning, and identifying the essential components and premise of a new logo and tag line for the Village of Park Forest.

Following the meeting, Inland staff tabulated the results, drafted more than twenty-five artistic designs and then revised those designs after three sessions with representatives from the original workshop and Staff representing all Village departments. The resulting five designs are a compilation, interpretation, and application of all the information gathered at the various meetings.

These five designs have been published Village-wide, via cable access channel 4, the Village web site, the Park Forester resident newsletter, and polling stations soliciting public input at the Library, Health Department and the lobby of Village Hall. Polling will run through this weekend (April 15 & 16) to allow for up to the last minute input. The results of the polling from March 27 to April 17 will be provided for to the Board at Monday night's meeting to aid the Board in its discussion.

Once a design is selected by the Board of Trustees, Inland Arts and Graphics staff will prepare a style guide/manual, assist with training staff, and will provide up to 10 hours of roll-out and execution support for the new corporate identity.

SCHEDULE FOR CONSIDERATION: This item will appear on the April 17, 2006 Rules Agenda for your review and discussion.

Park Forest DISCOVER

Imagine and Inspire
the New Logo for the Village of Park Forest



#1

This design incorporates the 2 most popular shades of green. The letters at different sizes and different heights represent the diversity Park Forest has always been known for. The leaf, as a symbol, is one of the first things people think of when they hear "Park Forest." The rolling river at the bottom again shows the passage of Park Forest from the past and into the future.



#2

A quiet, muted nature theme, with the leaf pointing upwards into the future, while the past of Park Forest still remains (the shadow).



#3

The strong blacks and grays of this design combine simplicity with substance. The "P" shows the solidness of the community, while the "F", with its flowing curves, is meant to show the artistic side of the village. Its dominance over the "P" implies how important the arts have always been in the village.



#4

Variety is the spice of life. Everything in this logo shows that Park Forest has many sides, many voices. The leaves also echo the many parks and trees in the village. The building blocks show a strong, established base, building upward into the future on which Park Forest is based.



#5

Green was the #1 color choice for the new logo. In this design, the large tree symbolizes the community, the branches and leaves the people growing within the community and help make up the landscape of the village. The buildings are an integral part of the community: single family homes, co-ops and commercial buildings. The lines under the buildings represent the movement of Park Forest into the future.

AGENDA BRIEFING

DATE: April 13, 2006

TO: Mayor Ostenburg
Board of Trustees

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

RE: An Ordinance Approving the Issuance of Single Family Mortgage Revenue Bonds and Certain Documents in Connection Therewith; and Related Matters

BACKGROUND/DISCUSSION:

Over the past several years the Village Board has transferred \$1,000,000 of its annual Private Activity Bond Volume Cap to the City of Aurora to contribute to the First Time Homebuyers Program that is jointly funded by 75 municipalities and counties. Revenue bonds are primarily for the purpose of stimulating industrial development. However, the Illinois Legislature allows them to be used for alternative purposes, such as the First Time Homebuyers Program. The amount of volume cap available to a community is based on \$80 per capita, making Park Forest's total Volume Cap for this year \$1,855,120.

As stated above, in years past the Village Board has transferred \$1,000,000 of its volume cap to the First Time Homebuyers Program, with the remainder of the money being ceded to the South Suburban Mayors and Managers Association (SSMMA) for a jointly funded industrial development program. However, in 2005 nine (9) Park Forest homes were purchased using the First Time Homebuyers Program, for a total loan amount of over \$900,000. By contrast, the SSMMA has been unable to take advantage of their pooled volume cap to stimulate any industrial development within their service territory in several years. As a result, they have had to sell their pooled volume cap to developers in other areas for affordable housing projects. Therefore, it is Staff's recommendation that this year the Village Board approve the transfer of the entire amount of 2006 Volume Cap to the First Time Homebuyers Program, thereby potentially enabling more Park Forest residents to take advantage of this program. We have been informed by staff at the SSMMA that this action will not jeopardize our ability to apply for industrial revenue bonds for a specific project if one is identified in 2006.

The bonds required to fund the First Time Homebuyers Program are issued by the City of Aurora on behalf of all the participating communities. The bonds are not a financial obligation of the Village and the Village has no responsibility with regard to them. Further, all potential homebuyers are screened and approved by a participating bank.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the April 17, 2006, Rules meeting for discussion.

ORDINANCE NO. _____

AN ORDINANCE approving the issuance of single family mortgage revenue bonds and certain documents in connection therewith; and related matters.

WHEREAS, pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the Village of Park Forest, Cook and Will Counties, Illinois, is a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the “*Municipality*”); and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the Municipality is authorized to issue its revenue bonds in order to aid in providing an adequate supply of safe, decent and sanitary residential housing for low and moderate income persons and families within the Municipality, which such persons and families can afford, which constitutes a valid public purpose for the issuance of revenue bonds by the Municipality; and

WHEREAS, the Municipality has now determined that it is necessary, desirable and in the public interest to issue revenue bonds to provide an adequate supply of safe, decent and sanitary residential housing for low and moderate income persons and families within the Municipality, which such persons and families can afford; and

WHEREAS, pursuant to Section 10 of Article VII of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (*5 Illinois Compiled Statutes 2004, 220/1 et seq.*, as supplemented and amended), public agencies may exercise and enjoy with any other public agency in the State of Illinois any power, privilege or authority which may be exercised by such public agency individually, and, accordingly, the Municipality has previously entered into an Intergovernmental Cooperation Agreement (the “*Cooperation Agreement*”) dated as of April 1, 2005, by and among the Municipality and certain other units of local government named therein (the “*Units*”), to provide for the joint issuance of such revenue bonds to aid in providing

an adequate supply of residential housing in such Units (the “*Program*”) through the issuance of single family mortgage revenue bonds in an aggregate principal amount not to exceed \$300,000,000; and

WHEREAS, to provide for the Program, the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois (the “*Issuer*”), proposes to issue, sell and deliver its Collateralized Single Family Mortgage Revenue Bonds in an aggregate principal amount not to exceed \$300,000,000 (the “*Bonds*”) in one or more series to obtain funds to finance the acquisition of mortgage-backed securities (the “*GNMA Securities*”) of the Government National Mortgage Association (“*GNMA*”), evidencing a guarantee by GNMA of timely payment, the acquisition of mortgage-backed securities (the “*FNMA Securities*”) of the Federal National Mortgage Association (“*FNMA*”), evidencing a guarantee by FNMA of timely payment, and the acquisition of mortgage-backed securities (the “*FHLMC Securities*”) of the Federal Home Loan Mortgage Corporation (“*FHLMC*”), evidencing a guarantee by FHLMC of timely payment, of monthly principal of and interest on certain qualified mortgage loans under the Program (the “*Mortgage Loans*”), on behalf of the Municipality and the other Units all under and in accordance with the Constitution and the laws of the State of Illinois;

NOW, THEREFORE, Be It Ordained by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, as follows:

Section 1. That it is the finding and declaration of the Mayor and Board of Trustees of the Municipality that the issuance of the Bonds by the Issuer is advantageous to the Municipality, as set forth in the preamble to this authorizing ordinance, and therefore serves a valid public purpose; that this authorizing ordinance is adopted pursuant to the Constitution and the laws of the State of Illinois, and more particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, Section 10 of Article VII of the 1970 Constitution of the

State of Illinois and the Intergovernmental Cooperation Act; that the execution and delivery of the Cooperation Agreement is hereby ratified, confirmed, and approved; that, by the adoption of this authorizing ordinance, the Mayor and Board of Trustees hereby approve the issuance of the Bonds for the purposes as provided in the preamble hereto, the text hereof and the notice of public hearing in connection with the issuance of the Bonds, which notice is hereby incorporated herein by reference, and the conduct of a combined public hearing referred to in said notice of public hearing, which public approval shall satisfy the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”); and that the Board of Trustees of the Municipality hereby authorize and direct the Mayor of the Village to execute and deliver any additional approvals required by Section 147(f) of the Code.

Section 2. That, in the event that the Issuer does not issue the Bonds in a timely fashion, the Municipality may issue the Bonds on behalf of the other Units; that such Bonds shall not constitute an indebtedness, liability, general or moral obligation or a loan of credit of the Issuer, within the meaning of any constitutional or statutory provisions, but will be payable solely from the repayment of the mortgage loans; that neither the faith and credit nor the taxing power of the Issuer will be pledged to the payment of the principal of or interest on the Bonds; that the Issuer will not have the right or authority to levy taxes to pay the principal of or interest on the Bonds, and that, pursuant to the Intergovernmental Cooperation Act, the Municipality may choose to issue the Bonds jointly with or on behalf of one or more Units if the Municipality so determines, such determination to be made in the best judgment of the Mayor and Board of Trustees of the Municipality that such a cooperative effort is in the best interests of the Municipality, or to have the Bonds issued by another Unit on behalf of the Municipality if the Municipality so determines, such determination to be approved by the Mayor of the Municipality in writing on behalf of the Municipality.

Section 3. That the Mayor, the Village Clerk and the proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Cooperation Agreement and to further the purposes and intent of this authorizing ordinance, including the preamble to this authorizing ordinance, including without limitation obtaining an allocation of unified volume cap for the Bonds.

Section 4. That all acts of the officers, officials, agents and employees of the Municipality heretofore or hereafter taken, which are in conformity with the purposes and intent of this authorizing ordinance and in furtherance of the issuance and sale of the Bonds, be, and the same hereby are, in all respects, ratified, confirmed and approved, including without limitation the publication of a notice of public hearing.

Section 5. That the Municipality hereby transfers its 2006 unified volume cap in the amount of \$1,855,120.00 to the Issuer, together with all unified Volume Cap to be received by the Municipality from the Office of the Governor in 2006 for the Bonds, if any, which is hereby allocated by the Municipality to the issuance of the Bonds; and that the Municipality, by adoption of this authorizing ordinance, hereby represents and certifies that such volume cap has not been allocated to any other bond issue or transferred to any other party.

Section 6. That this authorizing ordinance shall be and remain irrepealable until the Bonds and the interest thereon shall have been fully paid, cancelled and discharged.

Section 7. That the provisions of this authorizing ordinance are hereby declared to be separable, and if any section, phrase or provision of this authorizing ordinance shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this authorizing ordinance.

Section 8. That all ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this authorizing ordinance are, to the extent of such conflict, hereby superseded; and that this authorizing ordinance shall be in full force and effect upon its adoption and approval as provided by law.

Presented, passed, approved and recorded by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, this ____ day of _____, 2006.

Approved:

Mayor

[SEAL]

Attest:

Village Clerk

Ayes: _____

Nays: _____

Absent or Not Voting: _____

AGENDA BRIEFING

DATE: April 11, 2006

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: AN ORDINANCE AMENDING CHAPTER 106 (SEWER RATES)

BACKGROUND/DISCUSSION: Thoncreek Basin Sanitary District (TCBSD) services six Villages/Cities. The District passed new Inflow and Infiltration (I&I) limits in January of 2005. Five of the six communities do not comply with these new limits. The District required each of these communities to submit a compliance plan that would put them in compliance within ten years.

Park Forest, being one of these communities that are out of compliance, submitted a plan on September 5, 2005, as required. TCBSD has reviewed this plan, made comments and suggested revisions. TCBSD required that revisions be completed and resubmitted by March 1.

As one of TCBSD's requirements, a minimum funding amount devoted to finding and eliminating I&I was given. This funding amount does not include funding for operations. TCBSD is requiring that fifty dollars per population equivalent (\$50/P.E./Year) be expended on this work. The District is willing to allow that this rate be obtained gradually by starting with a minimum rate of thirty dollars per population equivalent (\$30/P.E./Year). At the \$30/P.E. this would provide 703,860 in additional revenue. For the purpose of this calculation, the population base on the 2000 censuses of 23,462 was used.

The current rate of \$0.77/1000 gallons provides \$480,000 in revenue. This currently does not meet budgeted operating expenses of \$627,686. Budgeted Capital improvements of \$405,000 to the sanitary sewer system have come out of the reserve. This reserve is now almost depleted. Discussions with TCBSD indicate that they are willing to credit the ongoing sewer lining as part of the I&I expenditure. Taking this into account, the attached I&I Sewer Compliance Rate Schedule shows a proposed rate structure over a five year period. This rate structure was submitted to TCBSD as part of the compliance plan. For fiscal 06/07 planned capital is \$550,000 which includes \$250,000 to replace the Illinois Lift Station. These rates were last revised in 1997.

The Public Works Department in order to meet Thorncreek Basin Sanitary District's I&I requirements and to continue to maintain the sanitary system of the Village, respectfully requests that the Board adopt this ordinance.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of Monday, April 17, 2006 for discussion.

I + I SEWER COMPLIANCE
RATE SCHEDULE

<u>YEAR STARTING</u>	<u>RATES</u>		<u>BASE REV.</u>	<u>NEW * REV.</u>	<u>EXPENSE</u>	<u>NET</u>	<u>ENGINEERING & TESTING</u>	<u>PLANNED CAPITAL</u>	CAPITAL & I + I COMPLIANCE	<u>FUND BALANCE</u>
	<u>OLD</u>	<u>NEW</u>							<u>AVAILABLE FUNDS</u>	
July, 05	\$ 0.77		480,000		627,686	(147,686)				155,036
July, 06		1.85		1,153,247	542,686	610,561	85,000	550,000 **	60,561	
July, 07 (1)		2.10		1,309,091	558,967	750,124	85,000	300,000	450,124	
July, 08		2.35		1,464,935	575,736	889,199	85,000	300,000	589,199	
July, 09		2.60		1,620,779	593,008	1,027,772	85,000	400,000	627,772	
July, 10 (2)		2.86		1,782,857	610,798	1,172,059	85,000	500,000	672,059	
									2,399,715	

Average Bi-Monthly Billing (5,780 gallons per month)

		<u>7/1/2005</u>	<u>7/1/2006</u>	<u>7/1/2007***</u>	<u>7/1/2008***</u>	<u>7/1/2009***</u>	<u>7/1/2010***</u>
<u>Water</u>	Ready to Serve	\$ 7.98	\$ 7.98	\$ 7.98	\$ 7.98	\$ 7.98	\$ 7.98
	Volume Charge	80.92	92.48	92.48	92.48	92.48	92.48
<u>Sewer</u>	Ready to Serve	0.53	0.53	0.53	0.53	0.53	0.53
	Volume Charge	8.90	21.39	24.28	27.17	30.06	33.06
<u>Thorn Creek</u>	Ready to Serve	1.55	1.55	1.55	1.55	1.55	1.55
	Volume Charge	13.54	13.54	13.54	13.54	13.54	13.54
<u>Refuse</u>		33.22	34.06	34.94	35.84	36.92	38.03
	Average Bill	\$ 146.64	\$ 171.53	\$ 175.30	\$ 179.09	\$ 183.06	\$ 187.17

Increase due to Water:	11.56	-	-	-	-
Increase due to Sewer:	12.49	2.89	2.89	2.89	3.00
Increase due to Refuse:	.84	.88	.90	1.08 ** **	1.11 ****

* \$.01 increase equates to \$6,233.766 in revenue

** Includes Illinois Lift Station @ \$250,000

*** Assumes no increase in Water Rates

**** Assumes a 3% increase

(1) \$30 per capita (23,462) = \$ 703,860

(2) \$50 per capita (23,462) = \$1,173,100

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 106 OF THE CODE
OF ORDINANCES OF THE VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS**

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that Chapter 106 of the Code or Ordinances of the Village of Park Forest is hereby amended as follows:

I. Sec. 106-264 is hereby amended by deleting paragraph (b) thereof in the entirety and replacing it with the following:

(b) The waste water volume charge is hereby established as follows:

Single-family residential customer:

Beginning July 1, 2006	\$1.85 per 1,000 gallons
Beginning July 1, 2007	2.10 per 1,000 gallons
Beginning July 1, 2008	2.35 per 1,000 gallons
Beginning July 1, 2009	2.60 per 1,000 gallons
Beginning July 1, 2010	2.86 per 1,000 gallons

Multi-family residential customer:

Beginning July 1, 2006	\$1.85 per 1,000 gallons
Beginning July 1, 2007	2.10 per 1,000 gallons
Beginning July 1, 2008	2.35 per 1,000 gallons
Beginning July 1, 2009	2.60 per 1,000 gallons
Beginning July 1, 2010	2.86 per 1,000 gallons

Commercial customer:

Beginning July 1, 2006	\$1.85 per 1,000 gallons
Beginning July 1, 2007	2.10 per 1,000 gallons
Beginning July 1, 2008	2.35 per 1,000 gallons
Beginning July 1, 2009	2.60 per 1,000 gallons
Beginning July 1, 2010	2.86 per 1,000 gallons

Volume is measured pursuant to Sec. 106-263 applied to all users of the Village waste water treatment facilities.

II. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law.

PASSED this _____ day of _____, 2006.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

APPROVED:

Village Clerk

Mayor

AGENDA BRIEFING

DATE: April 11, 2006

TO: Mayor John Ostenburg
Board of Trustees

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

RE: AN ORDINANCE AMENDING DEPOSITS REQUIRED FOR WATER SERVICE – CHAPTER 106

BACKGROUND/DISCUSSION: The Village charges new residents, who are renting residential property, a deposit in order to receive water service. This deposit offsets the resident's final bill. The intent of the previous \$100 deposit adopted in 1966 was that this amount would reflect a final billing. Water rates have increased several times since 1966 and this amount no longer is sufficient to cover a final bill. An increase to a \$150 deposit would more accurately reflect a final bill.

SCHEDULE FOR CONSIDERATION: This matter will appear on the agenda of the Rules Meeting of Monday, April 17, 2006 for discussion.

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 106 OF THE CODE
OF ORDINANCES OF THE VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS**

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that Chapter 106 of the Code or Ordinances of the Village of Park Forest is hereby amended as follows:

I. Sec. 106-41 is hereby amended by deleting paragraph (b) thereof in the entirety and replacing it with the following:

(b) If the applicant for water service is not the legal owner of the premises to which service is to be given, the applicant shall make as a condition precedent a cash deposit in advance to insure payment of final bills in an amount equal to the estimated maximum bimonthly bill of the applicant. Such deposit shall not be less than \$150.00. The application for service shall contain an agreement that the applicant will conform to all the provisions of this article and to all the rules and regulations of the village as a condition precedent of receiving water service from the village.

II. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law.

PASSED this _____ day of _____, 2006.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

APPROVED:

Village Clerk

Mayor

AGENDA BRIEFING

DATE: April 12, 2006

TO: President Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Engineering Services Agreement for Downtown Fire Station Parking Lot Improvements

BACKGROUND/DISCUSSION: The Village recognizes the need to upgrade the parking lot used by the 400, 440 Forest Boulevard and the fire station. Public Works has been assigned the task of overseeing this project. Baxter and Woodman has been asked to prepare a proposal to prepare bidding documents for this project. The scope of the project will include bituminous pavement removal, preparation of base, aggregate base repair, bituminous binder course, bituminous surface course, ornamental street lighting and other miscellaneous and incidental items of work.

The scope of services that Baxter and Woodman will provide under this agreement will include topographic survey of project limits, subsoil investigation, bidding plans and specifications in the form of contract documents. For a total cost not to exceed \$22,850. Public Works believes that this cost is fair and reasonable.

Illinois State Statute 50 ILCS 510 allows for the selection process of engineering services, architectural services or land surveying services to be by-passed if the “political subdivision.... has a satisfactory relationship for services with one or more firms.”

Baxter & Woodman Consulting Engineers has previously performed such services for the Village. The firm has complete knowledge of Village requirements.

Construction engineering for this project will be under the direction of Public Works staff.

Public Works staff recommends that the Board authorize the Village manager to enter into the engineering services agreement with Baxter and Woodman for this project.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of April 17, 2006 for discussion.

VILLAGE OF PARK FOREST, ILLINOIS
DOWNTOWN FIRE STATION
PARKING LOT IMPROVEMENTS

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2006, by and between the Village of Park Forest, Illinois, hereinafter referred to as the VILLAGE, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the ENGINEERS, for engineering services required by the VILLAGE for the design of the Downtown Fire Station Parking Lot Improvements, hereinafter referred to as the PROJECT.

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

SECTION 1. The PROJECT consists of the design of the improvements of the Downtown Fire Station Parking Lot, as more completely described in Exhibit A, attached hereto. After written authorization by the VILLAGE, the ENGINEERS shall provide professional services for the PROJECT. These services will include serving as the VILLAGE's representative in all phases of the PROJECT, providing consultation and advice, and furnishing customary engineering services, as enumerated in Exhibit B, attached hereto.

SECTION 2. The VILLAGE shall compensate the ENGINEERS for the professional services enumerated in Exhibit B hereof as follows:

2.1 The ENGINEERS' fee for design services described in Exhibit B of this AGREEMENT shall be reimbursement for all actual direct employee compensation, overhead, and expenses which will not exceed \$20,690, plus a fixed fee of \$2,160 for readiness to serve and profit, the total amount will not exceed \$22,850, ENGINEERS' Project No. 060416.

SECTION 3. The parties hereto further mutually agree:

3.1 The VILLAGE shall obtain from others and furnish to the ENGINEERS complete legal descriptions and plats of property surveys for the PROJECT which shall

- 1 -

include, but not be limited to, location and staking of all necessary property lines and corners, public rights-of-way and secured easements, and zoning and deed restrictions.

3.2 The ENGINEERS may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the VILLAGE in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the ENGINEERS may, after giving seven (7) days written notice to the VILLAGE and after prompt payment period has expired, suspend services under this Agreement until the ENGINEERS have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

3.3 This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the VILLAGE may terminate this Agreement, in whole or in part, for its convenience and the ENGINEER will be paid for work completed and reimbursement expended, but not for lost profit or overhead for that portion of the PROJECT not completed. However, no such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the ENGINEERS shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the VILLAGE shall receive reproducible copies of Drawings, Specifications and other documents completed by the ENGINEERS.

3.4 The ENGINEERS agree to hold harmless and indemnify the VILLAGE and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney fees arising out of or alleged to arise from negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the VILLAGE or other consultants or contractors working for the VILLAGE, or their officers, agents, employees, and subcontractors.

The VILLAGE agrees to hold harmless and indemnify the ENGINEERS, and each of their officers, agents and/or employees from any and all liability claims, losses, or damages including reasonable attorney fees arising out of or alleged to arise from negligence in the performance of the services under this Agreement that may be due to the sole negligence of the VILLAGE or other consultants, contractors, or subcontractors working for the VILLAGE, or their officers, agents and/or employees.

The VILLAGE shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and agents and ENGINEER's Consultants from and against all claims, costs, losses, and damages caused by, arising out of or relating to the presence,



discharge, release, or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

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

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

3.5 For the duration of the PROJECT, the ENGINEERS shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the ENGINEERS' negligence in the performance of services under this Agreement. The VILLAGE shall be named as an additional insured on the ENGINEERS' general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

(1)	Worker's Compensation:	Statutory Limits
(2)	General Liability	
	Per Claim:	\$1,000,000
	Aggregate:	\$2,000,000
(3)	Automobile Liability	
	Combined Single Limit:	\$1,000,000
(4)	Excess Umbrella Liability	
	Per Claim and Aggregate:	\$4,000,000
(5)	Professional Liability	
	Per Claim and Aggregate:	\$2,000,000/\$3,000,000

3.6 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the ENGINEERS and their officers, directors, employees, agents, and any of them, to the VILLAGE and anyone claiming by, through or under the VILLAGE, for any and all claims, losses, costs or damages whatsoever

arising out of, resulting from or in any way related to the PROJECT or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEERS or their officers, directors, employees, agents or any of them, hereafter referred to as the "VILLAGE's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the ENGINEERS by their insurers in settlement or satisfaction of VILLAGE's Claims under the terms and conditions of ENGINEERS' insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal. This limitation of ENGINEERS' liability shall not extend to any claim or cause which is not covered in whole or in part by ENGINEERS' insurance, but rather is intended to apply to those claims or causes in which insurance is provided.

3.7 The ENGINEERS are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgement which can be reasonably expected from similarly situated professionals.

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

3.9 All Reports, Drawings, Specifications, other documents, and magnetic media, electronic or digital prepared or furnished by the ENGINEERS pursuant to this Agreement are instruments of service in respect to the PROJECT, and the ENGINEERS shall retain the right of reuse of said documents and magnetic media by and at the discretion of the ENGINEERS whether or not the PROJECT is completed. Reproducible copies of the ENGINEERS' documents and magnetic media for information and reference in connection with the use and occupancy of the PROJECT by the VILLAGE and others shall be delivered to and become the property of the VILLAGE upon request; however, the ENGINEERS' documents and magnetic, electronic or digital media are not intended or represented to be suitable for reuse by the VILLAGE or others on additions or extensions of the PROJECT, or on any other project. Any such reuse without verification or adaptation by the ENGINEERS for the specific purpose intended will be at the VILLAGE's sole risk and without liability or legal exposure to the ENGINEERS, and the VILLAGE shall indemnify and hold harmless

the ENGINEERS from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the ENGINEERS' documents and magnetic, electronic or digital media will entitle the ENGINEERS to claim and receive additional compensation from the VILLAGE. Magnetic, electronic or digital media are furnished without guarantee of compatibility with the VILLAGE's software or hardware, and the ENGINEER's sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.10 During the progress of the construction work under this Agreement, the ENGINEERS shall continuously monitor their costs and anticipated future costs, and if such monitoring indicates possible costs in excess of the amounts stated in Section 2 above, the ENGINEERS shall notify the VILLAGE of such anticipated increase and the compensation for construction related engineering services shall be adjusted by amendment to this Agreement. If the VILLAGE and the ENGINEERS cannot agree on the amount of extra compensation for said anticipated increase of engineering costs, this Agreement shall then be considered to be terminated to the mutual benefit of these parties, without penalty to either party.

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

3.12 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

3.13 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

BAXTER & WOODMAN, INC.

VILLAGE OF PARK FOREST, ILLINOIS

By *Steve A. Larson*
Vice President

By _____
Village Manager

Date of Signature

Date of Signature

(SEAL)

(SEAL)

ATTEST:

ATTEST:

Debrah Tober
Deputy Secretary

Clerk

Attachment



VILLAGE OF PARK FOREST, ILLINOIS
DOWNTOWN FIRE STATION
PARKING LOT IMPROVEMENTS

EXHIBIT A

PROJECT DESCRIPTION

The PROJECT involves the improvements of the Downtown Fire Station Parking Lot located behind the Park Forest Fire Station. The improvements shall include bituminous pavement removal, preparation of base, aggregate base repair, storm sewer structures, utility structure adjustments, bituminous binder course, bituminous surface course, ornamental street lighting and other miscellaneous and incidental items of work.

VILLAGE OF PARK FOREST, ILLINOIS
DOWNTOWN FIRE STATION
PARKING LOT IMPROVEMENTS

EXHIBIT B

SCOPE OF FINAL DESIGN SERVICES

1. ADMINISTRATION AND PROJECT MANAGEMENT

- Confer with the VILLAGE's Director of Public Works / Village Engineer, and his staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT.
- Plan, schedule, and administrate the activities that must be performed to complete the PROJECT. These activities include but are not limited to budget, schedule, and scope.

2. FINAL DESIGN

- Perform topographic survey of the project limits of all natural and man made features within the Fire Station Parking Lot in order to develop base sheets for project plan drawings. In addition, obtain data or record indicating locations of underground utilities.
- Subconsultant shall perform five five-foot deep pavement cores within the Fire Station Parking Lot.
- Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractor(s) selected by the VILLAGE and Specifications which will be prepared in conformance with the format of the Illinois Department of Transportation.
- Submit a 90 percent complete submittal to the VILLAGE for review and approval.
- Prepare an opinion of probable construction cost based on the Design Documents approved by the VILLAGE
- Prepare for review and approval by the VILLAGE and its legal counsel the forms of Construction Contract Documents consisting of Notice and Instructions to Bidders, Bid Form, Agreement, Performance-Payment Bond, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Illinois Department of Transportation.

3. ASSISTANCE DURING BIDDING

- Assist the VILLAGE in solicitation of construction bids from as many qualified bidders as possible, attend the bid opening and tabulate bid proposals, make an analysis of the bids, and submit recommendations for the award of construction contract.

VILLAGE OF PARK FOREST

MEMORANDUM

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

**FROM: Thomas K. Mick,
Village Manager**

DATE: April 11, 2006

**RE: A RESOLUTION IN SUPPORT OF THE CONSTRUCTION OF AN
INTERCHANGE BETWEEN INTERSTATE 57 AND INTERSTATE 294**

BACKGROUND/DISCUSSION:

South Suburban Mayors and Managers Association (SSMMA) recently adopted a Resolution supporting an interchange connecting Interstate 57 with Interstate 294. The attached Resolution is a model suggested by SSMMA. Park Forest should consider support of such a Resolution as it will further the overall economic viability of the region while contributing toward enhanced traffic flows between the two interstates.

SCHEDULE FOR CONSIDERATION:

This issue will be on the agenda for the Village Board Rules Meeting of April 17, 2006 for Board discussion.

RESOLUTION No. _____

**RESOLUTION IN SUPPORT OF THE CONSTRUCTION OF
AN INTERCHANGE BETWEEN INTERSTATE 57 AND INTERSTATE 294**

WHEREAS for more than 15 years the communities and regional organizations of the southern suburbs have worked in concert with the Illinois Department of Transportation and the Illinois State Tollway Authority to develop a plan to provide an interchange between I-57 and I-294, also utilizing access at 147th Street and I-294; and

WHEREAS the construction of this project is necessary to improve system linkage, increase capacity, reduce negative impacts on the arterial and local highway systems, and improve multi-modal interrelationships; and

WHEREAS the construction of this project will also encourage the retention and expansion of existing businesses, as well as assist in the attraction of new businesses to the south suburban region to provide jobs to area residents who now must commute long distances to jobs in other parts of the region; and

WHEREAS the critical transportation needs of the south suburban area must be addressed to ensure its economic viability and preserve and enhance the quality of life for our residents and businesses.

NOW, THEREFORE, BE IT RESOLVED that the Village of Park Forest, Cook and Will Counties, finds that the construction of an interchange at I-57 and I-294 in concert with providing access at 147th Street and I-294 as has generally been proposed by the Illinois State Toll Highway Authority, will provide necessary transportation linkages and other system benefits and will enhance future economic development and job creation opportunities for the south suburban area and enhance quality of life in the region.

BE IT FURTHER RESOLVED that the Illinois State Toll Highway Authority, the Illinois Department of Transportation and the Federal Highway Administration move forward expeditiously to take all necessary and appropriate actions to finalize the environmental approvals, begin Phase II engineering and right-of-way acquisition and immediately identify funding sources and provide funding commitments to the project;

BE IT FURTHER RESOLVED that the Village of Park Forest supports the efforts of the Toll Authority to continue to convene an Advisory Committee made up of local communities, South Suburban Mayors and Managers Association, the Southwest Conference of Mayors, the Chicago Southland Economic Development Corporation, the Southland Chamber of Commerce, the Chicago Southland and Visitors Bureau, affected State and Federal Legislators and other appropriate agencies;

BE IT FURTHER RESOLVED that copies of this Resolution be forwarded to the Governor of

Illinois, members of the Southland State Legislative Delegation, the State Legislative Leadership, the Illinois Congressional Delegation, the Chairman and Board Members of the Illinois State Toll Highway Authority, the Secretary of the Illinois Department of Transportation, the Federal Highway Administration and other appropriate elected and appointed officials.

ADOPTED AND APPROVED this _____ day of April, 2006.

Mayor

ATTEST:

Village Clerk

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

Village Hall

8:00 p.m.

April 17, 2006

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

Adjournment Sine Die

NOTE: Copies of all agenda items are available in the Village Hall Lobby

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

Village Hall

8:00 p.m.

April 17, 2006

Roll Call

Swearing-in of New Trustees

Motion: Approval of Consent

1. Resolution: A Resolution Thanking Rich Kovacs for His Dedicated Service
 to the Village of Park Forest

2. Appointments:

Adjournment

NOTE: Copies of all agenda items are available in the Village Hall Lobby

VILLAGE OF PARK FOREST

MEMORANDUM

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

**FROM: Thomas K. Mick,
Village Manager**

DATE: April 13, 2006

**RE: A RESOLUTION THANKING RICH KOVACS FOR HIS DEDICATED
SERVICE TO THE VILLAGE OF PARK FOREST**

BACKGROUND/DISCUSSION:

After more than 28 years of service to the residents of Park Forest, Park Forest Recreation and Parks Maintenance Worker Rich Kovacs is retiring. Rich and his wife, Janis, will be relocating to an area just outside Denver, Colorado. The attached Resolution recognizes his career with the Village and wishes him well in his retirement.

SCHEDULE FOR CONSIDERATION:

This issue will be on the Consent Agenda of the April 17, 2006 Special Regular Meeting for Board consideration and agenda.

RESOLUTION No. _____

**A RESOLUTION THANKING RICH KOVACS FOR HIS
DEDICATED SERVICE TO THE VILLAGE OF PARK FOREST**

- WHEREAS** Rich Kovacs is a proud graduate of Mount Carmel High School in Chicago, and
- WHEREAS** Rich Kovacs proudly served his country as a United States Army Helicopter Crew Chief, and
- WHEREAS** Rich Kovacs came to work for the Village of Park Forest's Department of Public Works in October of 1978, and
- WHEREAS** Rich Kovacs transferred to the Recreation & Parks Department as a member of the Parks Staff in March of 1980, and
- WHEREAS** Rich Kovacs brought to the Village of Park Forest his considerable skills as a brick layer, carpenter and turf manager, and
- WHEREAS** Rich Kovacs has received formal commendations from his supervisors in the past for his skill in laying ceramic tile, making park signs and serving as the Department Liaison to Rich East and the youth baseball, soccer and softball organizations using the parks in Park Forest, and
- WHEREAS** Rich Kovacs was known as the "Roger Bossard" of Park Forest for the pride and skill he demonstrated in caring for the athletic fields at Central Park, and
- WHEREAS** after 28 years, Rich Kovacs recently announced his retirement from the Village of Park Forest with plans to relocate to the Denver area of Colorado.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the deepest appreciation of the Board of Trustees and the citizens of Park Forest be expressed to Rich Kovacs for his years of dedicated service to the Village and that the Village Board and Staff of Park Forest wishes Rich a long, happy, healthy retirement during which he enjoys his family and other interests.

ADOPTED this _____ day of April 2006.

ATTEST:

APPROVED:

Village Clerk

Mayor

MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees approve a resolution honoring Rich Kovacs for his dedicated service to the Village of Park Forest
2. MOVED, that the Mayor and Board of Trustees appoint Trustee Mae Brandon as Chairperson of Committee A.

MOVED, that the Mayor and Board of Trustees appoint Trustee Bonita Dillard as a member of Committee A

MOVED, that the Mayor and Board of Trustees appoint Trustee Ken Kramer as a member of Committee A

MOVED, that the Mayor and Board of Trustees appoint Trustee Cynthia Reed as a member of Committee A

MOVED, that the Mayor and Board of Trustees appoint Trustee Harold Brown as Chairperson of Committee B

MOVED, that the Mayor and Board of Trustees appoint Trustee Mae Brandon as a member of Committee B

MOVED, that the Mayor and Board of Trustees appoint Trustee Ken Kramer as a member of Committee B

MOVED, that the Mayor and Board of Trustees appoint Trustee Robert McCray as a member of Committee B

MOVED, that the Mayor and Board of Trustees appoint Trustee Robert McCray as Chairperson of Committee C

MOVED, that the Mayor and Board of Trustees appoint Trustee Harold Brown as a member of Committee C

MOVED, that the Mayor and Board of Trustees appoint Trustee Bonita Dillard as a member of Committee C

MOVED, that the Mayor and Board of Trustees appoint Trustee Cynthia Reed as a member of Committee C