

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

Village Hall

8:00 p.m.

March 5, 2007

Roll Call

1. Ordinance Amending Chapter 118 of the Code of Ordinances (Engineering Fees)
2. An Ordinance Amending Ordinance 1848 Adopting the Annual Budget for the Year Commencing July 1, 2006 and Ending June 30, 2007
3. Request award of a Contract for Fire Station and Aunt Martha's Parking Lot Improvements
4. A Request to Enter into an Engineering Service Agreement for Smoke Testing
5. A Request to Enter into an Engineering Service Agreement for Flow Testing
6. A Resolution Endorsing the U.S. Mayors Climate Protection Agreement

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall

AGENDA BRIEFING

DATE: March 2, 2007

TO: Mayor Ostenburg
Board of Trustees

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning
Ken Eyer, P.E.
Director of Public Works

RE: Consideration of an Ordinance Amending Chapter 118 of the Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois

The Village is beginning to experience more development and therefore more need for staff and consultant time to review proposals for development, including such applications as site plans, subdivision plans, and infrastructure construction plans. Review of these plans to ensure compliance with Village requirements often involves the assistance of our consulting engineer and Village Attorney. In some cases, it may also involve the assistance of other types of consultants. While the Village does have fees for these applications, they are not sufficient to reimburse the Village's out-of-pocket expenses for consultant review when that review is necessary.

Therefore, we have worked with the Village Attorney to draft the attached amendment to the Zoning Ordinance (Chapter 118 of the Code of Ordinances) to allow the Village to recoup the cost of consulting services required for the review of development-related applications. This Ordinance requires the development applicant to sign an agreement (attached to the Ordinance) that sets out the reimbursement requirement and ensures that these costs will be re-paid to the Village prior to any final approval of the application.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of March 5, 2007 for your consideration.

**ORDINANCE
AMENDING CHAPTER 118 OF THE
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, in the exercise of its home rule powers, that Chapter 94 of the Code of Ordinances of the Village of Park Forest is hereby amended as follows:

SECTION 1: The index to Article II (“Administration and Enforcement”), Chapter 118 (“Zoning”) of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, is hereby amended by adding the following underlined words and deleting the stricken language to read as follows:

Article II. Administration and Enforcement

- Sec. 118-21. Organization.**
- Sec. 118-22. Office of the building commissioner.**
- Sec. 118-23. Occupancy permits.**
- Sec. 118-24. Plat of survey required.**
- Sec. 118-25. Zoning board of appeals.**
- Sec. 118-26. Variations.**
- Sec. 118-27. Revocation.**
- Sec. 118-28. Conditional uses.**
- Sec. 118-29. Amendments.**
- Sec. 118-30. Fees.**
- Secs. 118-30~~1~~--118-40. Reserved.**

SECTION 2: Article II (“Administration and Enforcement”), Chapter 118 (“Zoning”) of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, is hereby amended by adding the following underlined words to read as follows:

Sec. 118-30. Fees.

- A. All applicants for a zoning amendment, conditional use, variation, occupancy or building permit, planned unit development or appeal filed pursuant to this chapter, or a subdivision pursuant to chapter 94 of this Code, shall pay the Village’s consulting costs and expenses in order to process the application. Such consulting costs shall include professional and technical consultant services, court reporting services and legal review, consultation, and advice.

B. Invoices: The Village shall invoice the applicant for the Village's consultant's costs and expenses, and the applicant may be required to deposit with the Village security for the payment of said costs and expenses as provided in this section. The applicant shall not be invoiced more than once a month. The Village shall notify an applicant when the costs incurred in processing an application surpass \$5,000, and shall thereafter notify such applicant when such costs surpass each \$5,000 increment thereafter. The Village's failure to notify any such applicant shall not relieve such applicant of the duty to pay all such costs and shall not prevent the Village from assessing and collecting all such costs.

C. Payment to all consultants retained by the Village in any capacity connected with the application shall be based on fixed hourly rate contracts formally authorized by the Village Board.

D. Applicant's payments to Village: At no time shall there be any transfer of funds from any applicant directly to any consultant or Village staff personnel. All payments to consultants shall be executed only under the conditions specified in this section, and the applicant shall be invoiced directly and solely by the Village.

E. Liability for cost, fees and expenses: The owner of the property that is the subject of an application and the applicant, if different, shall be jointly and severally liable for the payment of any costs, fees and expenses required by this section. By signing an application, the owner shall be deemed to have agreed to pay such costs, fees and expenses and to consent to the filing and foreclosure of a lien on the subject property to ensure collection of any such costs, fees and expenses, plus the costs of collection, in the event such costs, fees and expenses have not been properly paid as required. In addition, an applicant shall execute an agreement with the Village that may require applicant to deposit funds with the Village as security for the applicant's payment of the Village's costs, fees and expenses pursuant to this section and other such terms as the Village may require to be executed by the village manager. Any lien filed pursuant to this subsection may be foreclosed in the manner provided by statute for mortgages or mechanics' liens.

F. Condition of all applications, approvals, and permits; time periods: No application as defined in this section shall be considered complete unless and until all costs, fees and expenses due pursuant to this section are paid. Every approval granted and every permit issued pursuant to the Village Code, whether or not expressly so conditioned, shall be deemed to be conditioned upon payment of the costs, fees and expenses required by this section.

G. Non-payment of costs, fees and expenses: The failure to fully pay any such cost, fee and expense when due shall be grounds for refusing to process an application as defined in this section and for denying or revoking any permit or approval sought or issued with respect to the land or development to which the unpaid fee relates. When the Village Code provides that the passage of time without decision or action shall be deemed an approval or a recommendation for approval, all time periods shall be stayed during any period of nonpayment, but shall otherwise continue to run.

H. Waiver for specified public bodies: The provisions of this section may be waived by the village manager for fees applicable to any application filed by any public body, or any agency deriving the majority of its revenues from taxes levied within the Village or any charitable organization.

SECTION 2. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All 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 3. Effective Date. This Ordinance shall be in full force and effect immediately after its passage and publication as provided by law.

Passed this _____ day of _____, 2007.

APPROVED:

MAYOR

ATTEST:

VILLAGE CLERK



VILLAGE OF PARK FOREST

**AGREEMENT FOR REIMBURSEMENT
OF PROFESSIONAL CONSULTING SERVICES
FEES, COSTS AND EXPENSES**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the Village of Park Forest (“Village”) and _____ (“Applicant”).

RECITALS

WHEREAS, the Applicant has filed an application regarding the property located at _____, Park Forest, Illinois 60466, with the Village governed by the Village of Park Forest Code, Section 118-30, that requires the reimbursement of the Village’s professional consulting services fees, costs and expenses as more fully set forth therein; and

WHEREAS, the fees, costs and expenses for said professional consulting services to perform services pursuant to the Application shall be paid by the Applicant pursuant to the Village of Park Forest Code, Section 118-30 and this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth below, the Parties hereby agree as follows:

Section 1. CONSULTING FEES, COSTS AND EXPENSES. The Applicant shall pay any and all charges that the Village may incur for the Village’s retention of professional services, including planners, engineers, architects, attorneys, court reporters, including transcripts, environmental specialists, recreation specialists and other experts, to assist in the Village’s review of the application, including, but not limited to, the fees, costs and expenses of the Village Attorney, Village Engineer and any other consulting fees, costs and expenses of the Village that are reasonable and necessary in order to review the application.

Section 2. VILLAGE OF PARK FOREST CODE, SECTION 118-30. Applicant shall pay any and all charges that the Village may incur for the Village’s retention of professional services before the Plan Commission, the Zoning Board

of Appeals, the Corporate Authorities or any other applicable governing body or administrator of the Village pursuant to the Village of Park Forest Code, Section 118-30. Said charges shall be in addition to any applicable application fee charged by the Village.

Section 3. PAYMENT. The Village shall provide Applicant with an itemized invoice of the Village's consulting fees, costs and expenses. The Applicant shall pay the Village within thirty (30) days of the date of an invoice from the Village. If the Applicant does not pay the invoice within said thirty (30) day period, interest at an annual rate of 18% shall accrue on any unpaid balance. In addition, the Village shall have lien rights as provided for in the Village of Park Forest Code, Section 118-30, and cease further processing of the application until any unpaid balances are paid. The Village may delay acceptance of the application as incomplete, or may delay final approval of the application, until the Applicant pays the charges set forth in this Agreement. Charges that are billed, but are not paid, may be assigned by the Village as a special assessment and/or lien to the Subject Property.

Section 4. COOPERATION. The Applicant shall fully cooperate with the Village, its officials and professional staff with respect to its application. The Applicant acknowledges that the professional staff represents the Village and not the Applicant.

Section 5. CONFLICT. If the terms and provisions of this Agreement conflict with any ordinance of the Village or other agreement between the parties, the terms and provisions of this Agreement shall supersede and control.

Section 6. ATTORNEY'S FEES. If suit or action is brought to enforce this Agreement or any provisions hereof, or to rescind this Agreement or any provisions hereof, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses, in addition to its costs and disbursements allowed by law.

Section 7. SEVERABILITY. If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

Section 8. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth, and supersedes all prior agreements among the Parties hereto respecting such matters.

Section 9. AMENDMENTS AND WAIVER. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by

the Parties. No term or condition of this Agreement shall be deemed waived by any Party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such Party. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

Section 9. SECURITY. Contemporaneous with the execution of this Agreement, the Applicant shall deposit with the Village the sum of _____ (not to exceed \$5,000.00) as security for the payment of such professional fees, costs and expenses. The Village shall apply these funds deposited as security for payment of such professional fees, costs and expenses in the event Applicant defaults in making payments to the Village as required under this Agreement. The Applicant shall be responsible to maintain a deposit equivalent to the sum set forth in this section at all times while Applicant's application remains pending with the Village.

Section 10. BINDING EFFECT. Applicant's execution of this Agreement shall bind Applicant and Applicant's heirs, successors, representatives, assigns and, if different, the owner of the Subject Property, to pay for all such professional services, costs and fees applicable to the application, whether or not a formal application is submitted, or if submitted, whether or not such application is approved or voted upon by the Village.

Section 11. BILLING ADDRESS. Applicant shall be billed the charges for the professional fees, costs and expenses set forth in this Agreement at the billing address set forth below:

Billing Address: _____

Phone: _____

SECTION 12. PREREQUISITE TO APPLICATION. Applicant shall execute this Agreement as a prerequisite to contacting the Village's consultants and as a prerequisite to the Village's processing the application.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

VILLAGE OF PARK FOREST

By: Thomas Mick
Its: Village Manager

APPLICANT

By: _____
Its: _____

AGENDA BRIEFING

DATE: February 27, 2007

TO: Mayor John Ostenburg
Board of Trustees

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

RE: AN ORDINANCE AMENDING ORDINANCE NO. 1848 ADOPTING THE ANNUAL BUDGET FOR THE YEAR COMMENCING JULY 1, 2006 AND ENDING JUNE 30, 2007

BACKGROUND/DISCUSSION: Halfway through the fiscal year, expenses and revenues are analyzed. **The analysis was presented to the Board on February 24 at Strategic Planning.** After the analysis, the budget should be amended to include revenues that have been received that were not included in the budget, as adopted, and expenses that have, similarly, been incurred that were unexpected. Budget amendments are required for spending authority. Amendments are requested in the following areas: encumbrances, Board directives, grants, adjustments and other initiatives. **Bolded in the summary are changes from the February 16 memo.**

Encumbrances

At the end of a fiscal year, departments are asked to identify those projects or funds that were approved by the Board, but not expended. In order to ensure that the funds are available in the next budget, they are encumbered. As encumbrances, the funds have been reserved and are noted as a reserved fund balance on page 22 of the Village audit. The process recommended by the Village auditors is for the Board to approve the current year expenditure of these funds by Budget amendment.

The following list details those expenditures that were encumbered at June 30, **2006** in the General Fund. These items will be (or were) spent in **2007**.

| | |
|------------------------|--|
| <u>Administration:</u> | \$ 22,000 – Marketing |
| | 15,112 – Cable Equipment / PEG Access Proceeds |
| | 7,000 – All America City Expenses |
| | 50,000 – Strategic Planning Study |
| | 10,000 – Capital Purchase (copier) |
| | <u>20,000</u> – Grant Assistance Program (E-Civis) |
| | \$124,112 |

| | |
|--|--|
| <u>Police:</u> | \$ 8,000 – Youth Programs (10% of FY 06 Vehicle Seizure Revenue) |
| | <u>9,000</u> – Bio Hazard Protective Clothing / Capital |
| | \$ 17,000 |
| <u>Fire:</u> | \$ 21,873 – Weather Warning Sirens |
| <u>Economic Development & Planning</u> | \$ 37,969 – Brownfield Study |
| | 2,900 – Logo Development |
| | 85,000 – Transit Orient |
| Development | Study |
| | <u>2,200</u> – Business Directory |
| | \$128,069 |
| <u>Community Development</u> | \$ 6,000 – House Demolition (6 Apache) |
| TOTAL | \$297,054 |

Similar to encumbrances, DUI fines are reserved for DUI enforcement. In the prior year \$2,604 was identified as a fund balance reserve.

| | |
|---------------|----------------------------|
| <u>Police</u> | \$ 2,604 – DUI Enforcement |
|---------------|----------------------------|

Grants

The Village was awarded a DCEO Grant for Land Use Planning.

| | |
|-----------------------|----------|
| Grant Revenue | \$40,000 |
| Professional Services | \$40,000 |

The Police Department was awarded a two-year \$15,000 grant, for a total of \$30,000, through Robin Kelly's office for youth initiatives. This grant will help fund the PAAC program.

| | |
|---------------------------|----------|
| Grant Revenue | \$15,000 |
| Police Part-time Salaries | \$15,000 |

Additionally, a Community Supervision Grant was awarded to the Police Department.

| | |
|---------------------------|-----------------|
| Grant Revenue | \$17,436 |
| Police Part-time Salaries | \$ 5,754 |
| Police Overtime | \$11,682 |

The Police Department conducts and received grant funds for Traffic Safety / Road Checks.

| | | |
|-----------------|---------|---------|
| Grant Revenue | \$6,825 | |
| Police Overtime | | \$6,825 |

A grant was awarded for an after school program to be provided by Police and Recreation & Parks.

| | | |
|---------------------------------------|----------|-----------------|
| Grant Revenue | \$40,000 | |
| Police Overtime | | \$17,000 |
| Police Equipment | | \$ 3,000 |
| Rec & Parks Part-time Salaries | | \$14,000 |
| Rec & Parks Supplies | | \$ 6,000 |

The Fire Department received an "Assistance to Firefighters Grant" for Communications Equipment and Mobile Data Terminals in 2005 (balance of \$63,633 grant)

| | | |
|------------------|----------|----------|
| Grant Revenue | \$20,083 | |
| Capital Purchase | | \$20,083 |

Recreation & Parks received additional funding for Central Park Wetlands.

| | | |
|---------------|----------|----------|
| Grant Revenue | \$33,400 | |
| Supplies | | \$33,400 |

Sanitary Sewer Lines (DCEO Grant).

| | | |
|----------------|----------|----------|
| Grant Revenue | \$50,000 | |
| Capital -Sewer | | \$50,000 |

Adjustments

The lease on the Public Works Director's vehicle expires June 24, 2007. Rather than continuing the lease, it has been determined to be more cost effective to purchase a vehicle through the State bid program.

| | | |
|------------------|----------|--|
| Vehicle Services | \$19,837 | |
|------------------|----------|--|

With Hidden Meadows closing, additional funding can be shifted to the Aqua Center.

| | | |
|------------------|----------|------------|
| Transfer to Aqua | \$60,000 | |
| Transfer to Golf | | (\$60,000) |

CDBG Fund grant award for \$100,000 for the prior year will be combined with the current year for a total of \$200,000 in street lighting.

| | |
|----------------------------|--------------------|
| CDBG Revenue | \$100,000 |
| Capital Expenditure | (\$100,000) |

In October, the Fire Department brought forth a request to establish an additional Lieutenant’s position to serve in a fire prevention education/inspection capacity. Funding of this position would come from savings in retirement replacements and reduction in the overtime budget. In addition to the \$40,000 overtime reduction for Fiscal 2007, the 2008 overtime budget will be reduced by \$60,000.

| | |
|---------------------------|-------------------|
| Full-time Salaries | \$40,000 |
| Overtime | (\$40,000) |

Other Initiatives

The Village initiated a 50 cent surcharge on cable bills in order to upgrade equipment. In addition to dollars collected and encumbered in the prior year of \$15,112, an additional \$7,618 has been collected through December 2006. It is anticipated that \$30,000 will be collected in total.

| | |
|------------------------|-----------------|
| Revenue | \$14,888 |
| Capital Expense | \$14,888 |

The **Community Development** Department has contracted for and is passing along fees for outside inspections to be conducted at Legacy Square.

| | |
|---------------------------|-----------------|
| Building Permits | \$10,000 |
| Other Professional | \$10,000 |

Remediation and maintenance of two homes in Eastgate.

| | |
|---------------------|-----------------|
| Lien Revenue | \$20,000 |
| Maintenance | \$20,000 |

As the Board is aware, the Health Department is required to relocate prior to June 30. Therefore, the costs associated with building out the lower level for the Health Department and Recreation and Parks need a budget amendment for the current year. These funds will come from fund balance reserves **and require a transfer to the Capital Projects Fund.**

| | |
|------------------------------|--------------------|
| Lower Level Build out | (\$750,000) |
| Architectural Fees | \$ 50,000 |
| Capital Costs | \$700,000 |

The Library is also requesting budget amendments for a LSTA Grant.

| | |
|---------------------------|------------------|
| Grant Revenue | \$3,000 |
| Operating Supplies | (\$3,000) |

Also the Library is utilizing fund balance to offset some expenses for IMRF and FICA.

| | |
|---------------------|-----------------|
| IMRF Expense | \$30,196 |
| FICA Expense | \$ 8,100 |

The fire station parking lot reconstruction is anticipated to cost \$385,000. A budget was established for \$90,000 for parking lot lighting in the DownTown and \$180,000 is remaining in the fire station Capital Projects Fund. The use of the \$180,000 is restricted to the Public Safety Project, per the bond documents. The Village has been able to secure a grant for the sidewalk portion of the project for \$30,000. In order to complete this project, an additional \$85,000 is needed. This project is TIF eligible and TIF funds could be used. With the sale of Legacy Square lots to Bigelow, adequate funds exist in the TIF fund to accomplish this project. Re-construction of the parking lot will not only enhance lighting and parking, but will create a street-like access to the DownTown on Victory Drive with parallel parking.

| | |
|--|----------|
| <u>Fire/DownTown Parking Lot (\$385,000)</u> | |
| Grant Revenue | \$30,000 |
| TIF Capital | \$85,000 |
| Capital Project Expense | \$30,000 |

(The remaining \$270,000 is already budgeted in the DownTown and Capital Projects Funds)

SCHEDULE FOR CONSIDERATION: This matter will appear on the agenda of the Rules Meeting of Monday, March 5, 2007 for discussion.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 1848
ADOPTING THE ANNUAL BUDGET FOR THE YEAR
COMMENCING JULY 1, 2006 AND ENDING JUNE 30, 2007**

WHEREAS, the Village of Park Forest, Cook and Will Counties, Illinois, is a home rule unit of government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, as a home rule unit of government, the Village may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the Village of Park Forest adopted its Annual Budget pursuant to Ordinance No. 1848 adopted by the Village Board of Trustees on June 26, 2006; and

WHEREAS, the Village desires to amend this budget to reflect the actual financial transaction of the Village as hereinafter specified.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, as follows:

Section I. The following amendments to the 2006/2007 Annual Budget of the Village of Park Forest heretofore adopted, are hereby authorized and directed:

| | <u>Current Budget</u> | <u>Dr (Cr) Adjustments</u> | <u>Adjusted Budget</u> |
|---------------------------------------|---------------------------|--------------------------------|----------------------------|
| <u>General Fund Revenues</u> | | | |
| 010000-410000 Federal Grants | (217,500) | (26,908) | (244,408) |
| 010000-410100 State Grants | (189,000) | (175,836) | (364,836) |
| 010000-440400 Building Permits | (100,691) | (10,000) | (110,691) |
| 010000-440550 PEG Access Capital Fee | 0 | (14,888) | (14,888) |
| 010000-451100 Merchandising & Jobbing | 0 | (20,000) | (20,000) |

| | <u>Current Budget</u> | <u>Dr (Cr) Adjustments</u> | <u>Adjusted Budget</u> |
|---|---------------------------|--------------------------------|----------------------------|
| <u>General Fund Expenditures</u> | | | |
| 010000-580000 Transfer to Other Funds | 749,527 | 750,000 | 1,499,527 |
| 010100-530000 Other Professional Services | 20,930 | 42,000 | 62,930 |
| 010100-541100 Public Info/Education Supplies | 0 | 30,000 | 30,000 |
| 010100-560100 Office Equipment/Furnishings | 25,500 | 10,000 | 35,500 |
| 010100-590900 Advertising | 4,000 | 7,000 | 11,000 |
| 010102-530000 Professional Services | 750 | 90,000 | 90,750 |
| 010700-500120 Police Field Ops Overtime | 250,610 | 35,507 | 286,117 |
| 010700-500210 Police Part-time Salaries | 145,327 | 28,754 | 174,081 |
| 010700-540000 Operating Supplies | 31,560 | 12,000 | 43,560 |
| 010700-540750 DUI Program Supplies | 0 | 2,604 | 2,604 |
| 010800-500000 Regular Salaries | 1,524,865 | 40,000 | 1,564,865 |
| 010800-500100 Overtime Salaries | 295,141 | (40,000) | 255,141 |
| 010800-560000 Capital Outlays | 15,000 | 41,956 | 56,956 |
| 011122-540000 Operating Supplies | 34,000 | 33,400 | 67,400 |
| 011125-500200 Part-time Salaries | 46,500 | 14,000 | 60,500 |
| 011125-540000 Operating Supplies | 46,555 | 6,000 | 52,555 |
| 011700-550800 Sidewalk Maintenance | 5,000 | 30,000 | 35,000 |
| 011900-530000 Professional Services | 115,200 | 125,869 | 241,069 |
| 011900-590800 Printing/Reproduction/Graphics | 46,500 | 2,200 | 48,700 |
| 012000-530000 Professional Services | 20,550 | 10,000 | 30,550 |
| 012000-550500 Contractual Grounds Maintenance | 20,500 | 26,000 | 46,500 |
| <u>Library Revenues</u> | | | |
| 031500-410000 Federal Grants | 0 | (3,000) | (3,000) |
| <u>Library Expenditures</u> | | | |
| 031500-520610 FICA Expense | 54,000 | 8,100 | 62,100 |
| 031500-520620 IMRF Expense | 26,804 | 30,196 | 57,000 |
| 031500-541900 Library Services & Technology | 0 | 3,000 | 3,000 |
| <u>Cook County CDBG Revenues</u> | | | |
| 160000-410000 Federal Grants | (100,000) | (100,000) | (200,000) |
| <u>Cook County CDBG Expenditures</u> | | | |
| 160000-560000 Capital Outlays | 100,000 | 100,000 | 200,000 |
| <u>Capital Projects Revenues</u> | | | |
| 330000-420000 Transfer from Other Funds | (140,000) | (750,000) | (890,000) |

| | <u>Current Budget</u> | <u>Dr (Cr) Adjustments</u> | <u>Adjusted Budget</u> |
|---|---------------------------|--------------------------------|----------------------------|
| <u>Capital Projects Expenditures</u> | | | |
| 330100-530200 Architectural/Engineering | 0 | 50,000 | 50,000 |
| 330100-560000 Capital Outlays | 0 | 700,000 | 700,000 |
| <u>DownTown TIF Expenditures</u> | | | |
| 360000-560000 Capital Outlays | 0 | 85,000 | 85,000 |
| <u>Hidden Meadows Revenues</u> | | | |
| 500000-420000 Transfer from Other Funds | (90,000) | 60,000 | (30,000) |
| <u>Vehicle Services Expenditures</u> | | | |
| 521700-560000 Capital Outlays | 4,000 | 19,837 | 23,837 |
| <u>Aqua Center Revenues</u> | | | |
| 530000-420000 Transfer from Other Funds | (125,000) | (60,000) | (185,000) |
| <u>Sewer Revenues</u> | | | |
| 700000-410100 State Grants | 0 | (50,000) | (50,000) |
| <u>Sewer Expenditures</u> | | | |
| 701900-560000 Capital Outlays | 30,000 | 50,000 | 80,000 |

Section II. That except for the amendments provided herein, the said Annual Budget is in all other respects hereby ratified and confirmed.

Section III. 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 _____, 2007.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

ATTEST:

Village Mayor

Village Clerk

AGENDA BRIEFING

DATE: March 1, 2007

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Request award of contract for Fire Station and Aunt Martha's Parking lot improvements

BACKGROUND/DISCUSSION:

The Village of Park Forest told Aunt Martha's that there will be parking lot improvements made to the lot that is shared between them and the fire department after the new station was placed into operation. This was for concessions made by Aunt Martha's on the number of parking spaces in the covenant for their property. The Board awarded the Engineering services for design of this project to Baxter & Woodman Consulting Engineers on April 24, 2006.

The project will consist of improving the lots around Aunt Martha's and adding parking spaces along Victory Dr from Forest to Lester. This project also includes new lighting for the parking lots.

Four Bids were received. Baxter & Woodman analyzed these bids and found Abbey Paving Company, Inc., 2319 Diehl Road, Aurora, Illinois in the amount of \$350,064.68 to be the responsible low bidder. The Public Works Department which is over seeing the project requests a 10% contingency which will aid in expediting project. The total cost requested is \$385,000.00.

The Public Works Department request that the Board award the contract to Abby Paving Company, Inc., in the amount of \$385,000.00

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of March 5, 2007 for discussion.



Mayor and Board of Trustees
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

January 31, 2007

Subject: Village of Park Forest– Downtown Fire Station Parking Lot Improvements

Dear Mayor and Board of Trustees:

Enclosed is one copy of the bid tabulations for the subject project. Advertisements were faxed directly to the offices of pre-qualified firms and the project was advertised in the local paper. The bid proposals were received on January 31, 2007, have been tabulated, checked for errors, and are enclosed for your files.

The low bid was that of Abbey Paving Company, Inc., 2319 Diehl Road, Aurora, Illinois in the amount of \$350,064.68 which is \$90,054.32 (20.46%) below the approved engineer's estimate of cost (\$440,119.00). We have worked with Abbey Paving Company, Inc. on similar size construction projects in the past and have found their work to meet the requirements of the plans and specifications, and the firm to be responsive to requests from the Village. Therefore, we recommend award of the contract to Abbey Paving Company, Inc. in the amount of \$350,064.68.

If you have any questions or require additional information, do not hesitate to contact me at 708.478.2090.

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "Jason E. Rasmussen". The signature is fluid and cursive, with a large initial "J" and "R".

Jason E. Rasmussen, P.E.

Encl.

C: Kenneth Eyer, P.E., Director of Public Works/Village Engineer
Thomas Mick, Village Manager
Mary Dankowski, Finance Director

8840 West 192nd Street\PRKFT\060416-fire.Station.Lot\Word\Recomm-bidopening-013107.doc

Mokena, IL 60448

708.478.2090

Fax 708.478.8710

info@baxterwoodman.com



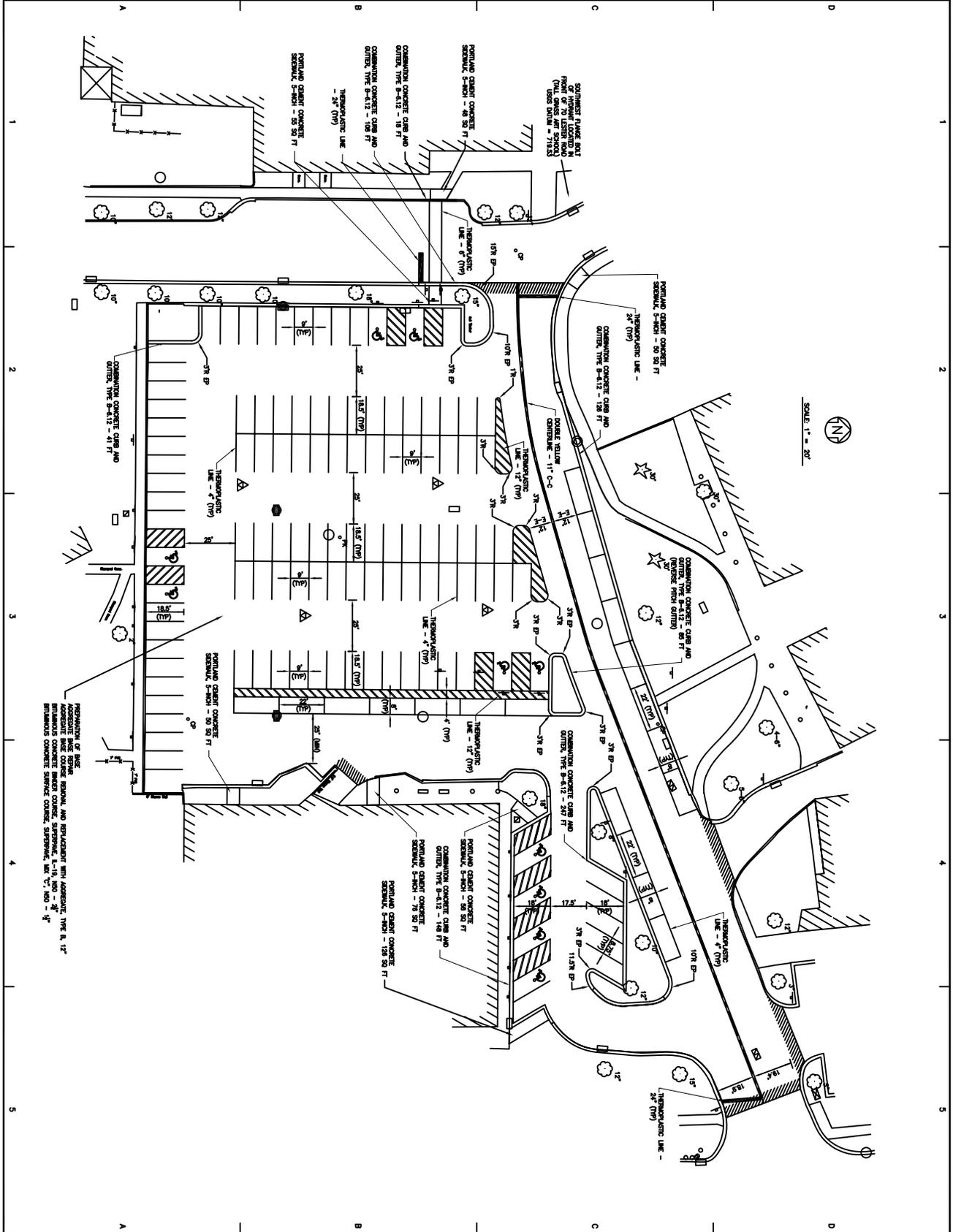
ILLINOIS DEPARTMENT OF TRANSPORTATION

TABULATION OF BIDS
PARK FOREST, ILLINOIS
DOWNTOWN FIRE STATION PARKING LOT

Bids opened and read aloud on January 31, 2007 at 10:00 a.m.

COUNTY: COOK

| ITEM NUMBER | PAY ITEM | UNIT | TOTAL QUANTITY | ENGINEERS ESTIMATE | | Abyy Paving Co., Inc. Aurora, Illinois 60502 | | Acqui-Paving Co. Broadview, Illinois 60155 | | Alamo Excavation Mt. Prospect, Illinois 60056 | | Alpha Construction Co. Hazel Crest, Illinois 60429 | |
|-------------------|--|-------|----------------|--------------------|---------------------|--|---------------------|--|---------------------|---|---------------------|--|---------------------|
| | | | | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST |
| 1 | TREE REMOVAL (6 TO 15 UNITS DIAMETER) | FOOT | 15 | 40.00 | \$ 600.00 | 55.00 | \$ 825.00 | 60.00 | \$ 900.00 | 41.73 | \$ 625.95 | 55.00 | \$ 825.00 |
| 2 | PERIMETER EROSION BARRIER | EACH | 68 | 150.00 | \$ 10,200.00 | 100.00 | \$ 6,800.00 | 15.00 | \$ 1,020.00 | 7.75 | \$ 526.70 | 13.55 | \$ 918.40 |
| 3 | INLET AND PIPE PROTECTION | TON | 14 | 150.00 | \$ 2,100.00 | 300.00 | \$ 45,000.00 | 80.00 | \$ 11,200.00 | 38.63 | \$ 5,408.20 | 335.00 | \$ 46,950.00 |
| 4 | PREPARATION OF BASE | SO YD | 7,121 | 3.00 | \$ 21,363.00 | 1.60 | \$ 11,393.60 | 0.90 | \$ 6,406.90 | 1.03 | \$ 7,334.63 | 3.05 | \$ 21,719.05 |
| 5 | AGGREGATE BASE REPAIR | TON | 120 | 15.00 | \$ 1,800.00 | 21.40 | \$ 3,288.00 | 30.00 | \$ 4,500.00 | 98.41 | \$ 11,929.20 | 29.10 | \$ 3,500.10 |
| 6 | AGGREGATE BASE COURSE REMOVAL AND REPLACEMENT WITH AGGREGATE, TYPE B, 1"2" | SO YD | 2,952 | 25.00 | \$ 73,800.00 | 22.90 | \$ 67,500.00 | 24.00 | \$ 70,560.00 | 22.65 | \$ 67,433.20 | 12.60 | \$ 37,392.00 |
| 7 | COMBINATION CONCRETE CURB AND GUTTER REMOVAL | SO YD | 752 | 10.00 | \$ 7,520.00 | 5.00 | \$ 3,760.00 | 7.50 | \$ 5,640.00 | 3.40 | \$ 2,574.00 | 12.60 | \$ 9,480.00 |
| 8 | PORTLAND CEMENT CONCRETE SURFACE REMOVAL (FULL DEPTH) | SO YD | 7,121 | 4.00 | \$ 28,484.00 | 3.06 | \$ 21,770.26 | 3.90 | \$ 27,978.00 | 3.44 | \$ 24,486.24 | 3.75 | \$ 26,703.75 |
| 9 | PORTLAND CEMENT CONCRETE SIDEWALK, 3 INCH | SO FT | 963 | 6.00 | \$ 5,778.00 | 6.80 | \$ 6,548.40 | 5.50 | \$ 5,296.50 | 7.82 | \$ 7,466.76 | 13.00 | \$ 12,519.00 |
| 10 | DETECTABLE WARNING | EACH | 6 | 250.00 | \$ 1,500.00 | 200.00 | \$ 50,000.00 | 300.00 | \$ 75,000.00 | 375.00 | \$ 2,250.00 | 285.00 | \$ 1,710.00 |
| 11 | PPC SIDEWALK WARNING | SO FT | 367 | 3.00 | \$ 1,101.00 | 1.60 | \$ 586.80 | 2.80 | \$ 1,027.60 | 2.07 | \$ 759.69 | 8.00 | \$ 2,936.00 |
| 12 | FIRE HYDRANTS TO BE RELOCATED | EACH | 1 | 2,500.00 | \$ 2,500.00 | 5,175.00 | \$ 13,432.50 | 7,500.00 | \$ 18,750.00 | 5,249.46 | \$ 13,354.46 | 8,840.00 | \$ 22,240.00 |
| 13 | VALVE BOXES, TYPE C, TYPE FRAME, OPEN LID, * | EACH | 3 | 1,500.00 | \$ 4,500.00 | 235.00 | \$ 352.50 | 2,000.00 | \$ 3,000.00 | 3,451.82 | \$ 5,177.74 | 1,380.00 | \$ 2,070.00 |
| 14 | GATE BOXES, TO BE ADJUSTED | EACH | 5 | 300.00 | \$ 1,500.00 | 180.00 | \$ 540.00 | 100.00 | \$ 300.00 | 182.78 | \$ 548.34 | 235.00 | \$ 703.75 |
| 15 | REMOVE INLETS | EACH | 3 | 400.00 | \$ 1,200.00 | 180.00 | \$ 720.00 | 15.40 | \$ 61.60 | 11,904.20 | \$ 142,824.00 | 550.00 | \$ 2,225.00 |
| 16 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6, 12" | SO FT | 773 | 23.00 | \$ 17,939.00 | 15.15 | \$ 11,710.95 | 15.40 | \$ 11,904.20 | 24.42 | \$ 18,876.66 | 19.10 | \$ 14,764.50 |
| 17 | THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS | SO FT | 52 | 5.00 | \$ 260.00 | 3.20 | \$ 166.40 | 3.50 | \$ 182.50 | 5.01 | \$ 260.52 | 8.50 | \$ 442.00 |
| 18 | THERMOPLASTIC PAVEMENT MARKING - LINE 4" | FOOT | 3788 | 0.50 | \$ 1,894.00 | 0.61 | \$ 2,310.68 | 0.69 | \$ 2,618.41 | 1.66 | \$ 6,285.04 | 1.50 | \$ 5,682.00 |
| 19 | THERMOPLASTIC PAVEMENT MARKING - LINE 6" | FOOT | 80 | 2.00 | \$ 160.00 | 0.90 | \$ 72.00 | 0.95 | \$ 76.00 | 2.37 | \$ 189.60 | 2.25 | \$ 180.00 |
| 20 | THERMOPLASTIC PAVEMENT MARKING - LINE 12" | FOOT | 1066 | 3.00 | \$ 3,198.00 | 1.82 | \$ 1,939.92 | 1.90 | \$ 2,021.00 | 4.73 | \$ 5,017.59 | 4.25 | \$ 4,503.75 |
| 21 | THERMOPLASTIC PAVEMENT MARKING - LINE 24" | FOOT | 53 | 4.00 | \$ 212.00 | 3.69 | \$ 195.57 | 3.80 | \$ 201.40 | 9.49 | \$ 502.97 | 8.50 | \$ 450.50 |
| 22 | PAVEMENT MARKING REMOVAL | SG FT | 22 | 5.00 | \$ 110.00 | 2.15 | \$ 47.30 | 10.00 | \$ 220.00 | 2.50 | \$ 55.00 | 10.00 | \$ 220.00 |
| 23 | DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED | EACH | 9 | 500.00 | \$ 4,500.00 | 370.00 | \$ 185,100.00 | 300.00 | \$ 150,000.00 | 557.08 | \$ 5,013.72 | 535.00 | \$ 4,815.00 |
| 24 | SANITARY MANHOLES TO BE ADJUSTED | EACH | 2 | 600.00 | \$ 1,200.00 | 7.00 | \$ 4,200.00 | 30.00 | \$ 1,800.00 | 837.00 | \$ 5,022.00 | 810.00 | \$ 4,860.00 |
| 25 | PARKWAY RESTORATION | SO YD | 388 | 8.00 | \$ 3,104.00 | 10.50 | \$ 4,074.00 | 11.00 | \$ 4,266.00 | 9.14 | \$ 3,546.32 | 9.50 | \$ 3,666.00 |
| 26 | BITUMINOUS CONCRETE SURFACE COURSE SUPERPAVE, MIX "C", N50 | TON | 614 | 90.00 | \$ 55,260.00 | 62.15 | \$ 38,160.10 | 62.50 | \$ 38,375.00 | 149.01 | \$ 91,482.14 | 82.30 | \$ 50,532.20 |
| 27 | BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-190, N50 | TON | 1024 | 90.00 | \$ 92,160.00 | 60.90 | \$ 62,361.60 | 60.50 | \$ 61,982.00 | 95.57 | \$ 97,817.55 | 64.05 | \$ 65,587.20 |
| 28 | TRAFFIC CONTROL AND PROTECTION | EACH | 5 | 180.00 | \$ 900.00 | 250.00 | \$ 4,500.00 | 180.00 | \$ 3,240.00 | 166.35 | \$ 3,011.25 | 280.00 | \$ 5,040.00 |
| 29 | GROUND ROD 3/4" DIA. X 10 FT. | LSUM | 1 | 1,500.00 | \$ 1,500.00 | 500.00 | \$ 750.00 | 10,000.00 | \$ 15,000.00 | 3,755.73 | \$ 5,633.59 | 17,855.00 | \$ 26,610.00 |
| 30 | CONDUIT IN TRENCH, 1 1/4" DIA., GALVANIZED STEEL | FOOT | 10 | 100.00 | \$ 1,000.00 | 95.00 | \$ 950.00 | 95.00 | \$ 950.00 | 100.15 | \$ 1,001.50 | 90.00 | \$ 9,000.00 |
| 31 | CONDUIT IN TRENCH, 2" DIA., GALVANIZED STEEL | FOOT | 630 | 12.00 | \$ 7,560.00 | 15.90 | \$ 10,117.80 | 14.95 | \$ 9,409.55 | 16.90 | \$ 10,636.10 | 14.00 | \$ 8,820.00 |
| 32 | CONDUIT PUSHED, 2" DIA., GALVANIZED STEEL | FOOT | 20 | 12.00 | \$ 240.00 | 15.90 | \$ 318.00 | 15.00 | \$ 300.00 | 18.28 | \$ 365.60 | 15.00 | \$ 300.00 |
| 33 | CONDUIT PUSHED, 3" DIA., GALVANIZED STEEL | FOOT | 230 | 14.00 | \$ 3,220.00 | 17.23 | \$ 3,970.90 | 17.00 | \$ 3,900.00 | 18.28 | \$ 4,171.20 | 15.00 | \$ 3,450.00 |
| 34 | ELECTRICAL CABLE IN CONDUIT, 900V, 10/2-P-TYPE USE1, 3-1/2" NO. 4 | FOOT | 120 | 3.00 | \$ 360.00 | 4.00 | \$ 480.00 | 3.90 | \$ 468.00 | 4.26 | \$ 511.20 | 3.50 | \$ 420.00 |
| 35 | ELECTRICAL CABLE IN CONDUIT, 600V, 10/2-P-TYPE USE1, 3-1/2" NO. 4 | FOOT | 740 | 6.00 | \$ 4,440.00 | 8.10 | \$ 6,000.60 | 7.50 | \$ 5,575.00 | 8.56 | \$ 6,349.20 | 7.25 | \$ 5,356.00 |
| 36 | ELECTRICAL CABLE IN CONDUIT, 600V, 10/2-P-TYPE USE1, 3-1/2" NO. 1 | FOOT | 30 | 4.00 | \$ 120.00 | 9.80 | \$ 294.00 | 9.10 | \$ 273.00 | 10.14 | \$ 304.20 | 6.50 | \$ 195.00 |
| 37 | TYPE "X" LIGHT POLE, ALUMINUM, 20 FT. M.H. WITH 4 RM | EACH | 4 | 4,000.00 | \$ 16,000.00 | 2,970.00 | \$ 11,880.00 | 2,800.00 | \$ 11,200.00 | 3,073.49 | \$ 12,293.96 | 2,557.00 | \$ 10,228.00 |
| 38 | TYPE "B" AND "C" LIGHT POLE, ALUMINUM, 20 FT. M.H. WITH 4 RM | EACH | 5 | 4,500.00 | \$ 22,500.00 | 3,280.00 | \$ 14,800.00 | 3,250.00 | \$ 14,625.00 | 3,489.09 | \$ 17,445.45 | 2,925.00 | \$ 14,625.00 |
| 39 | TYPE "B" AND "C" LIGHT POLE, 18" DIA., TYPE "X", 8' B" | FOOT | 42 | 100.00 | \$ 4,200.00 | 130.00 | \$ 13,000.00 | 125.00 | \$ 12,500.00 | 141.47 | \$ 14,147.00 | 110.00 | \$ 11,000.00 |
| 40 | LIGHT POLE FOUNDATION, 18" DIA., TYPE "C" | FOOT | 18 | 100.00 | \$ 1,800.00 | 133.00 | \$ 13,300.00 | 125.00 | \$ 12,500.00 | 141.47 | \$ 14,147.00 | 110.00 | \$ 11,000.00 |
| 41 | LUMINAIRE, METAL HALIDE, HORIZONTAL MOUNT, 250 WATT | EACH | 14 | 650.00 | \$ 9,100.00 | 1,380.00 | \$ 9,180.00 | 1,300.00 | \$ 8,500.00 | 1,473.19 | \$ 20,624.66 | 1,150.00 | \$ 8,500.00 |
| 42 | LIGHTING CONTROLLER, SPECIAL | EACH | 1 | 7,000.00 | \$ 7,000.00 | 480.00 | \$ 3,360.00 | 480.00 | \$ 3,360.00 | 513.28 | \$ 3,573.57 | 420.00 | \$ 3,000.00 |
| 43 | CONCRETE HANDHOLE, SPECIAL | EACH | 1 | 720.00 | \$ 720.00 | 480.00 | \$ 345.60 | 480.00 | \$ 345.60 | 513.28 | \$ 357.57 | 310.00 | \$ 2,200.00 |
| 44 | 40 AMPERE 480 VOLT, 2-POLE, CIRCUIT BREAKER | EACH | 1 | 3,000.00 | \$ 3,000.00 | 355.00 | \$ 1,065.00 | 400.00 | \$ 1,200.00 | 1,889.10 | \$ 5,868.30 | 1,905.00 | \$ 5,715.00 |
| 45 | 15 KVA SINGLE PHASE TRANSFORMER 480V/120/240 VOLT | EACH | 690 | 8.00 | \$ 5,520.00 | 4.75 | \$ 3,277.50 | 15.00 | \$ 10,350.00 | 4.76 | \$ 3,277.50 | 12.00 | \$ 8,280.00 |
| 46 | TRENCH & BACKFILL FOR ELECTRICAL WORK | FOOT | 690 | 8.00 | \$ 5,520.00 | 4.75 | \$ 3,277.50 | 15.00 | \$ 10,350.00 | 4.76 | \$ 3,277.50 | 12.00 | \$ 8,280.00 |
| 47 | REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE | FOOT | 2 | 600.00 | \$ 1,200.00 | 400.00 | \$ 800.00 | 300.00 | \$ 600.00 | 786.37 | \$ 1,572.74 | 1,950.00 | \$ 3,900.00 |
| 48 | | EACH | 2 | 600.00 | \$ 1,200.00 | 400.00 | \$ 800.00 | 300.00 | \$ 600.00 | 786.37 | \$ 1,572.74 | 1,950.00 | \$ 3,900.00 |
| 49 | | EACH | 2 | 600.00 | \$ 1,200.00 | 400.00 | \$ 800.00 | 300.00 | \$ 600.00 | 786.37 | \$ 1,572.74 | 1,950.00 | \$ 3,900.00 |
| TOTAL COST | | | | | \$440,118.00 | As Read: | \$390,064.88 | Corrected: | \$388,713.50 | As Read: | \$437,734.45 | Corrected: | \$441,797.45 |



| <p>CONSULTANTS</p> <p>BAXTER & WOODMAN <i>Consulting Engineers</i></p> <p>Richard J. Woodman, P.E. 1111 North Dearborn Street Suite 200 Park Forest, IL 60466 Phone: 708.837.7711 Fax: 708.837.7712 Email: rjwoodman@baxterwoodman.com</p> | <p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 85%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>11/20/08</td> <td>PER VILLAGE COMMENTS</td> </tr> </tbody> </table> <p>REFER TO EQUIPMENT MANUFACTURER'S SHOP DRAWING</p> | NO. | DATE | DESCRIPTION | 1 | 11/20/08 | PER VILLAGE COMMENTS | <p>PLANNING SHEET DESIGNATION</p> <p>1 - GENERAL 2 - SURVEYING 3 - LANDSCAPE 4 - ARCHITECTURAL 5 - CIVIL 6 - ELECTRICAL 7 - MECHANICAL 8 - PLUMBING 9 - ROOFING 10 - STRUCTURAL 11 - TELECOMMUNICATIONS 12 - RESERVES</p> |
|---|---|---|------|-------------|---|----------|----------------------|---|
| NO. | DATE | DESCRIPTION | | | | | | |
| 1 | 11/20/08 | PER VILLAGE COMMENTS | | | | | | |
| <p>PROJECT NO. 060416</p> <p>SCALE AS SHOWN</p> <p>DRAWING DATE 7-27-08</p> <p>DRAWN BY JER</p> <p>CHECKED BY JER</p> <p>CLIENT</p> | <p>VILLAGE OF PARK FOREST, ILLINOIS</p> <p>DOWNTOWN FIRE STATION PARKING LOT IMPROVEMENTS</p> | <p>SHEET TITLE</p> <p>GEOMETRIC PLAN</p> <p>4 OF 8</p> | | | | | | |

AGENDA BRIEFING

DATE: March 1, 2007

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Request to enter into an Engineering Service agreement for Smoke testing

BACKGROUND/DISCUSSION:

In 2005, Thorncreek Basin Sanitary District (TCBSD) imposed Infiltration and inflow (I&I) limits on the six communities that belong to the District. These communities were required to develop and submit a 10 year plan to meet the compliance requirements. As part of the Park Forest compliance plan to find and remove I&I, the Board approved an Engineering Services agreement with Baxter & Woodman to conduct flow testing on the central area of the Village sanitary sewer system. This project divided the central are into eleven (11) basins. These 11 basins were ranked on severity of I&I.

Smoke testing is a method used to find connections to the sanitary sewer that contributes unwanted stormwater. The proposal by Baxter & Woodman will smoke test the three (3) highest contributing areas (approximately 23,500 lineal feet) that were determined by flow testing. The cost to accomplish this work and provide a written report is \$14,000. This work is part of the 10 year compliance plan approved by TCBSD.

Illinois State Statue 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 is such a firm that has work on numerous Village projects. The firm has the necessary expertise and manpower to satisfactorily complete this project.

The Public Works Department recommends that the Village enter into this service agreement with Baxter & Woodman.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of March 5, 2007 for discussion.

VILLAGE OF PARK FOREST, ILLINOIS
SANITARY SEWER EVALUATION SURVEY
FLOW BASINS 4, 8 AND 11 SMOKE TESTING

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, 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 smoke testing the sanitary sewers in Flow Basins 4, 8 and 11, 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 smoke testing in Flow Basins 4, 8 and 11, 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 the services described in Exhibit B Sections 1 through 4 shall be a lump sum of \$14,000, ENGINEERS' Project No. 070204.30.

SECTION 3. The parties hereto further mutually agree:

3.1 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, 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.

3.2 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. 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.

3.3 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 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, contractors or subcontractors working for the VILLAGE, or their officers, agents and employees.

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 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.

3.4 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 |

3.5 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.

3.6 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.

3.7 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.

3.8 All Reports, Drawings, Specifications, other documents, and magnetic media 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 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 media will entitle the ENGINEERS to claim and receive additional compensation from the VILLAGE. Magnetic 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.

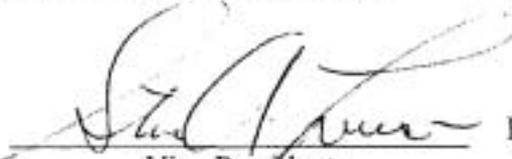
3.9 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision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

3.10 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  By _____
Vice President President

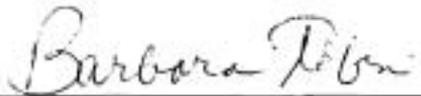
February 7, 2007 _____
Date of Signature Date of Signature

(SEAL)

(SEAL)

ATTEST:

ATTEST:

 _____
Deputy Secretary Clerk

Attachment



VILLAGE OF PARK FOREST, ILLINOIS
SANITARY SEWER EVALUATION SURVEY
FLOW BASINS 4, 8 AND 11 SMOKE TESTING

EXHIBIT A

PROJECT DESCRIPTION

The PROJECT consists of smoke testing approximately 23,500 lineal feet of sewer in the study area including providing smoke testing equipment and smoke bombs. The results of the smoke testing will be summarized in a final report, including recommendations and opinions of probable cost for rehabilitation. The recommendations may include additional Sanitary Sewer Evaluation Survey (SSES) work, such as flood testing and house inspection to identify private property Infiltration and Inflow (I/I).

VILLAGE OF PARK FOREST, ILLINOIS
SANITARY SEWER EVALUATION SURVEY
FLOW BASINS 4, 8 AND 11 SMOKE TESTING

EXHIBIT B

SCOPE OF SERVICES

Smoke Testing

1. **ADMINISTRATION & MEETINGS** – Confer with the VILLAGE's staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT.
2. **PROJECT MANAGEMENT** – Plan, schedule, and control the activities that must be performed to complete the PROJECT. These activities include but are not limited to budget, schedule, and scope.
3. **SANITARY SEWER EVALUATION – Smoke Testing** – Smoke testing of the sanitary sewers consists of forcing smoke under pressure into the sewer using high capacity blowers. During the time the smoke is being forced through the sewers, the crew quickly walks the area around the testing site to identify locations where smoke appears. Locations where smoke appears will be recorded. Smoke testing is often used to locate inappropriate connections such as downspouts, yard drains, and storm sewer inlets and manholes connected to the sanitary sewer. If the ground conditions are sufficiently dry, the smoke testing can also indicate the location of cracked sewer mains and service laterals. We recommend that the VILLAGE distribute a notification letter (drafted by Baxter & Woodman, Inc. with final version on VILLAGE letterhead) to all residents in the affected area describing the work being conducted.
4. **FINAL REPORT** – After completion of the smoke testing, we will prepare a report including a summary of the work completed, the results of the various inspections and tests, and our recommendations for improvements to rehabilitate the defects located during our evaluation. The recommendations will include cost estimates and prioritizing of the improvements.

AGENDA BRIEFING

DATE: March 1, 2007

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Request to enter into an Engineering Service agreement for flow testing

BACKGROUND/DISCUSSION:

In 2005, Thorncreek Basin Sanitary District (TCBSD) imposed Infiltration and inflow (I&I) limits on the six communities that belong to the District. These communities were required to develop and submit a 10 year plan to meet the compliance requirements. As part of the Park Forest compliance plan to find and remove I&I, the Board approved an Engineering Services agreement with Baxter & Woodman (February 27, 2006) to conduct flow testing on the central area of the Village sanitary sewer system. As a continuation of this project Baxter & Woodman submitted a proposal to flow test the south area in the amount of \$45,000.

.Illinois State Statue 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 is such a firm that has work on numerous Village projects. In particular, has done flow testing for the Village. The firm has the necessary expertise and manpower to satisfactorily complete this project.

The Public Works Department recommends that the Village enter into this service agreement with Baxter & Woodman to continue with the compliance plan submitted to TCBSD.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of March 5, 2007 for discussion.

VILLAGE OF PARK FOREST, ILLINOIS
SOUTH SANITARY SEWER SYSTEM FLOW MONITORING

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20 __, 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 sanitary sewer flow monitoring, 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 sanitary sewer flow monitoring in the south sewer system, 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 the preliminary design services described in Exhibit B Sections 1 through 8 shall be a lump sum of \$45,000, ENGINEERS' Project No. 061561.40.

2.2 The ENGINEERS' fee for the services described in Exhibit B, Section 9, shall be a lump sum of \$15,300 for each additional month of flow monitoring.

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

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, 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. 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 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, contractors or subcontractors working for the VILLAGE, or their officers, agents and employees.

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 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.

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 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 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 media will entitle the ENGINEERS to claim and receive additional compensation from the VILLAGE. Magnetic 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 The compensation for engineering services set forth in Section 2 hereof shall include supervision of any geotechnical subconsultant and/or laboratory services required by the ENGINEERS for the PROJECT, but the cost of such subconsultant and laboratory services shall be a separate expense to the VILLAGE. The ENGINEERS shall make all necessary arrangements, subject to the prior approval by the VILLAGE, and employ qualified subconsultants for all geotechnical subconsultant and/or laboratory services, and the VILLAGE shall reimburse the ENGINEERS for the actual costs of the geotechnical subconsultant and/or laboratory services plus five percent (5%) service charge upon submission of proper invoices.

3.11 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.

3.12 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
Vice President

By _____
President

February 7, 2007
Date of Signature

Date of Signature

(SEAL)

(SEAL)

ATTEST:

ATTEST:

Deputy Secretary

Clerk

Attachment



VILLAGE OF PARK FOREST, ILLINOIS
SOUTH SANITARY SEWER SYSTEM FLOW MONITORING

EXHIBIT A

PROJECT DESCRIPTION

The PROJECT consists of a sanitary sewer flow monitoring program for the South Sewer System in the VILLAGE. The VILLAGE's South Sanitary Sewer System will be divided into 10 flow basins for metering. In addition, four meters will be installed to meter flow in the cross connections between the sewers on Monee Road during storm events. Rain data will be obtained from Thorn Creek Basin Sanitary District's rain gauge at the Monee Road Pumping Station. The flow meter data will be analyzed to calculate the dry weather and wet weather flow from each flow basin. This analysis will be used to identify areas of the South Sanitary Sewer System that contribute the most Infiltration and Inflow (I/I), prioritize flow basins for further study to identify I/I sources, and recommend additional sanitary sewer evaluation survey (SSES) procedures to complete in each flow basin.

Approximate flow meter locations are as follows:

| <u>Flow Meter Number</u> | <u>Location Description</u> |
|---|--|
| 1 | Western Ave. North of Monee Rd. |
| 2 | Western Ave. South of Monee Rd |
| 3 | Oswego St. between Orchard & Nassau |
| 4 | Western Ave. North of Monee Rd |
| 5 | Monee Rd. West of Niagra |
| 6 | Towanda between Talala & Monee Rd. |
| 7 | Blackhawk Drive between Osage & Monee Rd |
| 8 | Monee Rd. West of Western Ave. |
| 9 | Monee Rd. East of Monee Ct. |
| 10 | Monee Rd. West of Western Ave. |
| 11-14 | Monee Rd cross connection meters |

VILLAGE OF PARK FOREST, ILLINOIS
SOUTH SANITARY SEWER SYSTEM FLOW MONITORING

EXHIBIT B

SCOPE OF SERVICES

1. **ADMINISTRATION & MEETINGS** – Confer with the VILLAGE's Engineer and his staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT.
2. **PROJECT MANAGEMENT** - Plan, schedule, and control the activities that must be performed to complete the PROJECT. These activities include but are not limited to budget, schedule, scope, and performance.
3. **KICK-OFF MEETING** - Conduct a PROJECT Kick-off Meeting. Review PROJECT objectives and goals. Develop list of needed information, lines of communication, and PROJECT schedule.
4. **PROVIDE FLOW MONITORING EQUIPMENT** – Provide the equipment required for the flow monitoring, consisting of fourteen (14) flow meters, manhole entry equipment, lap-top computer, and software. It is anticipated that the flow meters will be installed for a two month period.
5. **INSTALL AND REMOVE FLOW METERS** – Install 14 American Sigma flow meters to monitor the flow rates in the sewers. Remove the meters at the end of the monitoring period. VILLAGE staff will locate and uncover any buried manholes.
6. **MAINTAIN FLOW METERS** – Visit the flow meter locations on a weekly basis for a two month period to confirm that they are functioning properly and to upload the data from the meters. Reinstall or relocate meters that are not functioning properly.
7. **DATA ANALYSIS** – Analyze the flow data to calculate the dry weather flow, peak wet weather flow, and I/I flow into the sanitary sewers. Summarize data on Excel spreadsheets. Generate dry weather and wet weather flow graphs. Incorporate rain data into the graphs and spreadsheets.
8. **FLOW MONITORING REPORT** - Prepare bound report for presentation of the information developed, including summary of flow monitoring locations, analysis of flow data, evaluation of data to rank flow basins based on I/I flow, and

recommendations to the VILLAGE for sanitary sewer evaluation studies to locate specific I/I sources for rehabilitation.

- Submit five copies of the draft report to VILLAGE staff for review.
 - Meet with VILLAGE staff to discuss recommended improvements.
 - Revise draft to reflect the discussion with the VILLAGE.
 - Submit twelve paper copies and one digital copy of the final report to the VILLAGE.
9. EXTENDED METERING PERIOD – Should the metering period need to be extended past the two month period to acquire additional wet weather flow data, the ENGINEER will continue to visit the flow meter locations on a weekly basis to confirm that they are functioning properly and to upload the data from the meters. The data from the extended metering period will be analyzed and included in the Flow Monitoring Report.

VILLAGE OF PARK FOREST

MEMORANDUM

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

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

DATE: February 22, 2007

**RE: A RESOLUTION ENDORSING THE U.S. MAYORS CLIMATE
PROTECTION AGREEMENT**

BACKGROUND/DISCUSSION:

The issue of setting local government regulations to reduce global warming pollution has been prevalent in news recently. The U.S. Conference of Mayors has taken a position with a Climate Protection Agreement that sets forth standards aimed at reducing human impacts contributing toward global warming. After consultation with the Mayor, the attached resolution comes before the Board of Trustees for the Village to discuss, revise and consider in endorsing the Climate Protection initiative.

SCHEDULE FOR CONSIDERATION:

This matter will be on the agenda of the March 5, 2007 Rules Meeting for Board discussion.

A RESOLUTION ENDORSING THE U.S. MAYORS CLIMATE PROTECTION AGREEMENT

- WHEREAS** the U.S. Conference of Mayors has previously adopted strong policy resolutions calling for cities, communities and the federal government to take actions to reduce global warming pollution; and
- WHEREAS** the Inter-Governmental Panel on Climate Change (IPCC), the international community's most respected assemblage of scientists, has found that climate disruption is a reality and that human activities are largely responsible for increasing concentrations of global warming pollution; and
- WHEREAS** recent, well-documented impacts of climate disruption include average global sea level increases of four to eight inches during the 20th century; a 40 percent decline in Arctic sea-ice thickness; and nine of the ten hottest years on record occurring in the past decade; and
- WHEREAS** climate disruption of the magnitude now predicted by the scientific community will cause extremely costly disruption of human and natural systems throughout the world including: increased risk of floods or droughts; sea-level rises that interact with coastal storms to erode beaches, inundate land and damage structures; more frequent and extreme heat waves; more frequent and greater concentrations of smog; and
- WHEREAS** on February 16, 2005, the Kyoto Protocol, an international agreement to address climate disruption, went into effect in the 141 countries that have ratified it to date; 38 of those countries are now legally required to reduce greenhouse gas emissions on average 5.2 percent below 1990 levels by 2012; and
- WHEREAS** the United States of America, with less than five percent of the world's population, is responsible for producing approximately 25 percent of the world's global warming pollutants; and
- WHEREAS** the Kyoto Protocol emissions reduction target for the U.S. would have been 7 percent below 1990 levels by 2012; and
- WHEREAS** many leading US companies that have adopted greenhouse gas reduction programs to demonstrate corporate social responsibility have also publicly expressed preference for the US to adopt precise and mandatory emissions targets and timetables as a means by which to remain competitive in the international marketplace, to mitigate financial risk and to promote sound investment decisions; and
- WHEREAS** state and local governments throughout the United States are adopting emission reduction targets and programs and that this leadership is bipartisan, coming from Republican and Democratic governors and mayors alike; and

WHEREAS many cities throughout the nation, both large and small, are reducing global warming pollutants through programs that provide economic and quality of life benefits such as reduced energy bills, green space preservation, air quality improvements, reduced traffic congestion, improved transportation choices, and economic development and job creation through energy conservation and new energy technologies; and

WHEREAS Mayors from around the nation have signed the U.S. Mayors Climate Protection Agreement which, as amended at the 73rd Annual U.S. Conference of Mayors meeting, reads:

The U.S. Mayors Climate Protection Agreement

- A. We urge the federal government and state governments to enact policies and programs to meet or beat the target of reducing global warming pollution levels to 7 percent below 1990 levels by 2012, including efforts to: reduce the United States' dependence on fossil fuels and accelerate the development of clean, economical energy resources and fuel-efficient technologies such as conservation, methane recovery for energy generation, waste to energy, wind and solar energy, fuel cells, efficient motor vehicles, and biofuels; and
- B. We urge the U.S. Congress to pass bipartisan greenhouse gas reduction legislation that includes 1) clear timetables and emissions limits and 2) a flexible, market-based system of tradable allowances among emitting industries; and
- C. We will strive to meet or exceed Kyoto Protocol targets for reducing global warming pollution by taking actions in our own operations and communities such as:
 - 1. Inventory global warming emissions in municipal operations and in the community, set reduction targets and create an action plan.
 - 2. Adopt and enforce land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities;
 - 3. Promote transportation options such as bicycle trails, commute trip reduction programs, incentives for car pooling and public transit;
 - 4. Increase the use of clean, alternative energy by, for example, investing in "green tags," advocating for the development of renewable energy resources, recovering landfill methane for energy production, and supporting the use of waste to energy technology;
 - 5. Make energy efficiency a priority through building code improvements, retrofitting municipal facilities with energy efficient lighting and urging employees to conserve energy and save money;

6. Purchase only Energy Star equipment and appliances for municipal use;
7. Practice and promote sustainable building practices using the U.S. Green Building Council's LEED program or a similar system;
8. Increase the average fuel efficiency of municipal fleet vehicles; reduce the number of vehicles; launch an employee education program including anti-idling messages; convert diesel vehicles to bio-diesel;
9. Evaluate opportunities to increase pump efficiency in water and wastewater systems; recover wastewater treatment methane for energy production;
10. Increase recycling rates in municipal operations and in the community;
11. Maintain healthy urban forests; promote tree planting to increase shading and to absorb CO₂;and
12. Help educate the public, schools, other jurisdictions, professional associations, business and industry about reducing global warming pollution.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, endorse the U.S. Mayors Climate Protection Agreement as amended by the 73rd annual U.S. Conference of Mayors meeting and urges Mayors from around the nation to join this effort.

ADOPTED this ____ day of _____ 2007.

APPROVED

ATTEST

Mayor

Village Clerk