

MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees approve the minutes of the Rules Meeting of January 28, 2008; the Minutes of the Regular Meeting of January 28, 2008 and the Executive Session of January 28,2008
2. MOVED, that the Mayor and Board of Trustees approve entering into an engineering service agreement with Baxter and Woodman for flow testing in the amount of \$46,000; with a contingency of \$16,500 per month if additional flow testing if required.

2-25-08

VILLAGE OF PARK FOREST

Village Board Rules Committee Meeting

Monday, January 28, 2008

Village Hall 8:00 p.m.

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee Bonita Dillard, Trustee Gary Kopycinski, Trustee Kenneth Kramer, Trustee Robert McCray, Trustee Georgia O'Neill

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Frank Garrett, Police Chief Tom Fleming, Fire Chief Robert Wilcox, Director of Recreation and Parks John Joyce, Director of Public Health Christine Blue, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Information Technology Coordinator Craig Kaufman, Assistant Director of Public Works Roderick Ysaguirre,

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Janet Muchnik, Tall Grass Art Gallery; David Hoover, Executive Director of NIMEC; Gina Kenny, *SouthtownStar* Newspaper

Meeting was called to order at 8:03 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Mayor Ostenburg suspended the rules slightly to allow former Manager Janet Muchnik an opportunity to talk about *Worlds Imagined: The Art of Children's Books* at the Tall Grass Arts Association from March 7 to May 31, 2008. Former Manager Muchnik invited to the Board to the Beaux Arts Ball on Saturday, March 29, which is the primary fundraiser for the Tall Grass Arts Gallery.

1. A Resolution Authorizing the Village Manager to Contract for the Purchase of Electricity

Manager Mick reminded that beginning in January, 2007, ComEd could no longer provide electrical service to the Village but they would be a wires only corporation. At that time the Village joined the Northern Illinois Municipal Electric Cooperative (NIMEC) to get a better price in the energy market with a seventeen month agreement that will end in May 2008. In 2007, the Village saved approximately \$56,000 according to NIMEC. Manager Mick and staff recommend that the Village signs a twelve-month contract with NIMEC that would run from June 1, 2008 to May 31, 2009 allowing options for green power and alternative energy sources. The drafted resolution has been reviewed by legal counsel.

Manager Mick asked the Board for feedback on the resolution and for consideration of alternative power sources that power our facilities.

Trustee Brandon liked the idea of the commitment to green energy. She wanted to know more about rates. NIMEC's Executive Director David Hoover said that rates per kilo would be 7% to 25% beyond conventional energy rates.

Director Hoover said that there are ranges in the rates because there are many components that make up the rate including percentage of load and type of green energy (i.e. solar, hydro, wind). When the bid is awarded, that supplier will come and present opportunities specific to the Village. If the Board signs off to accept the preferred bidder, Manager Mick would like to share any additional cost analysis with the Board when they become available.

Mayor Ostenburg asked for comments and questions from the Board. Trustee Kramer said that going green is a good idea which cuts down on the generation of carbon dioxide and the using of fossil fuels.

Trustee McCray noted that both wind and solar energy sources would be cost effective and beneficial for the Village.

Director Hoover said that the Village's power needs will be bid on this month without any green component and that will be the baseline. After that is locked in with a supplier, the options for the Village will be revisited in six to eight weeks.

Mayor Ostenburg wanted to know how many municipal facilities could be included under the agreement with NIMEC including the Water Treatment Plant and Village Hall. Director Joyce and Director Hoover will go over which facilities met the criteria.

Mayor Ostenburg wanted to assure the residents watching that the Village is not converting everyone from ComEd to a different carrier; Village municipal facilities are the only ones are under the NIMEC agreement. Mayor Ostenburg also wanted to know if NIMAC uses the same the delivery system as ComEd and what costs are connected to that. He also asked what limits are in place by the Illinois Commerce Commission to cap ComEd delivery costs.

Director Hoover said Com Ed delivers all power to Northern Illinois and receives approximately twenty-five cents of each dollar for this service. ComEd does not generate the power, only delivers the power. Since the ICC oversees ComEd, any rate increase must approved by ICC. These are tariff rates, not flexible, and not negotiable with NIMEC.

Mayor Ostenburg suggested that the staff do an audit to see where current usage can be converted to use more energy efficient items. Purchasing green power is one step. Usage is another, i.e. energy efficient lights.

Manager Mick said on February 23 there will a six month update of implementation strategies for goals for 2008-2009 which will include brainstorming covering all areas of green initiatives that will be reflective of the Greenest Region Compact and the Climate Protection Agreement.

This item will be on the agenda for action at the regular meeting tonight.

Manager Mick asked Director Hoover if he knew when this item will go out to bid. Director Hoover said that it will go out a week after ComEd announces their rates, probably the end of February or mid March.

This item will be on the agenda for action at the regular meeting tonight.

2. A Resolution for 2008-2009 Cook County CDBG Application for \$300,000 for Street Light, Sidewalk & Curb Replacement

Manager Mick summarized the resolution that included infrastructure changes such as lights, sidewalks, and curb replacements on Fir Street and Forest Boulevard. While the grant initially asks for \$300,000, the award is expected to be between \$90,000 and \$100,000 due to the decrease of availability of grant money.

Mayor Ostenburg asked if there are any questions or comments. In response to Trustee Kopycinski, Director Kerestes said there were no residents in attendance at the public hearing.

Trustee O'Neill asked if one third of an award is typical and Mayor Ostenburg said yes, although sometimes it has been higher.

Manager Mick said that Fir Street and Forest Boulevard had been chosen because they meet income eligible criteria. Also, many improvements have been made to the former Thorn Creek properties by the current owners and this would be a good public/private partnership.

This item will be on the agenda for action at tonight's regular meeting.

3. An Ordinance Authorizing Repurchase of 2201 S. Orchard Drive

Manager Mick reviewed the three-year history with the Cremation Society of Illinois with the Village. Since no agreement was reached, the Village is exercising its right to repurchase the property. Mayor Ostenburg suggested that the signs "coming soon" be removed. Director Hildy Kingma says the other property is owned by a propane company who is still in contact with the Village regarding their future plans. Mayor Ostenburg explained that these properties were obtained through the Tax Reactivation Program and acquired at a no cash bid due to delinquent tax status. Now they can be marketed to other businesses.

Trustee Dillard stated that the properties cannot be sold for profit. Mayor Ostenburg explained that the purchase price and other costs such as legal fees and staff time can be recouped. Manager Mick further explained that any profits made must be divided between the taxing bodies.

Trustee Kopycinski asked why this venture with Cremation Society of Illinois not work out. Director Kingma felt that everyone within the Village did everything they could. The property owner made the final decision due to construction costs and the resulting tax bills.

Manager's Comments

The Manager noted the Historical Society will have a grand reopening of the Park Forest House Museum on Saturday, February 2. There will be a presentation by American Institution of Architects recognizing Park Forest as one of one hundred fifty great places in Illinois.

The presentation and review of the audit will be Saturday, February 2 at 9:00 a.m. at Village Hall. Following that meeting, the Saturday Rules meeting will begin at 10:00 a.m.

A few weeks ago, some staff and village officials attended a public hearing regarding the purchase of EJ&E Rail Road by Canadian National. A press release went out last week for residents who wish to make any comments to the Service Transportation Board regarding this purchase. The Village webpage also has a link to the Service Transportation Board for comments. Canadian National will be in Park Forest to meet with Village officials at a later date. Residents that are directly impacted will be notified with this information by the Village.

There were no additional questions for the Manager.

Trustee's Comments

Trustee Kopycinski commended Director Blue on coordinating the Ten Ton Challenge. Director Blue announced that over one hundred fifty people had registered which was over their goal for January. Trustee Kopycinski wanted to thank Director Eyer and the Public Works Department for their hard work dealing with our winter weather. Trustee Kopycinski asked if their plan for snow removal could be put in writing for the residents' information. Assistant Director Ysaguirre said that it could be done.

Trustee Brandon was glad to see the large turn out for the Ten Ton Challenge. She said that healthy changes in living are beneficial as was the speaker who talked about identifying saboteurs in our lives.

Attorney's Comments

Attorney Garrett had no comments.

Audience to Visitors

None

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

Mayor Ostenburg adjourned the rules committee meeting at 8:47 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Regular Meeting

Monday, January 28, 2008

Village Hall 8:00 p.m.

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee Bonita Dillard, Trustee Gary Kopycinski, Trustee Kenneth Kramer, Trustee Robert McCray, Trustee Georgia O'Neill

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Frank Garrett, Police Chief Tom Fleming, Fire Chief Robert Wilcox, Director of Recreation and Parks John Joyce, Director of Public Health Christine Blue, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to Village Manager Denyse Carreras, Information Technology Coordinator Craig Kaufman, Assistant Director of Public Works Roderick Ysaguirre,

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Gina Kenny, SouthtownStar Newspaper

Meeting was called to order at 8:48 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Reports of Village Officers

Mayor

Mayor Ostenburg noted his appreciation for Health Department Director Blue's fine work on the Ten Ton Challenge. He also commended Finance Director Mary Dankowski on the recent notification that for the twelfth consecutive year, the Village has received the Government Finance Officer Association's Distinguished Budget Award for budget preparation.

Mayor Ostenburg and the Legislative Committee met earlier tonight to review information on the legislative agenda from the South Suburban Mayors and Managers Association and the Illinois Municipal League. Mayor Ostenburg asked the Trustees to review their packets to see if they had any questions or concerns. If there are none, then a resolution will be adopted endorsing that legislative agenda. The Park Forest Legislative Committee has been meeting with local legislators; there is a future Lobby Day planned in Springfield. The Legislative Committee will be looking at the summary of the legislation from the Illinois Municipal League and will contact legislators on an ongoing basis whether they are in favor or opposed regarding legislation.

On Saturday, January 26, Mayor Ostenburg and Manager Mick met with the South Suburban Mayor and Managers Association to do some strategic planning related to reviewing the Association's role in the south suburbs. Ideas were shared and there will be a more united effort to lobby for school funding reform and property tax reform. If citizens become more involved by contacting their legislators, more results will be seen.

Village Manager

Manager Mick had no other report.

Village Attorney

Attorney Garret had no report.

Village Clerk

Clerk McGann had no report. Mayor Ostenburg said that early voting at Village Hall will continue until Thursday, January 31.

Reports of Commission Liaisons and Committee Chairpersons

Trustee Brandon reported that the Cable Commission had their quarterly meeting January 23, to discuss policies and procedures about public access revising the 2006 plan. They will bring it to the Board when it is completed.

Trustee Brandon reported that the Senior Commission will meet January 31 in the lower level of Village Hall at their new time, 1:00 p.m., which will allow for better attendance.

Trustee Kopycinski reported that February is Black History Month. Each Friday in February at 7:00 p.m., the Commission on Human Relations will be sponsoring movies at the Eagle Theater featuring Black filmmakers.

Citizens Comments, Observations, Petitions

There were no citizens' comments.

Consent Agenda

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

1. Motion: Approve the Minutes of the Executive Session of December 17, 2007; the Minutes of the Saturday Rules Meeting of January 5, 2008 and the Minutes of the Rules Meeting of January 7, 2008
2. Resolution: A Resolution Authorizing the Village Manager to Contract for the Purchase of Electricity
3. Resolution: A Resolution Supporting the Park Forest Health Department's 10-Ton Challenge

4. Resolution: A Resolution for 2008-2009 Cook County CDBG Application for \$300,000 for Street Light, Sidewalk & Curb Replacement
5. Resolution: A Resolution Supporting a Revised Schedule of Events for Labor Day 2008.
6. Motion: A Motion Changing the Meeting Time for the Park Forest Senior Commission and Appointing Trustee Ken Kramer as Trustee Liaison
7. Motion: A Motion Appointing Trustee Mae Brandon as Trustee Liaison to the Park Forest Youth Commission

Approval of the consent agenda was moved by Trustee Kramer and seconded by Trustee Brandon. Mayor Ostenburg asked if there any items that anyone wished removed from the consent agenda for further discussion. On a roll call vote called by Clerk McGann, the consent agenda was approved with the following results:

Ayes: 7

Nays: 0

Absent: 0

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

Debatable Agenda

Mayor Ostenburg called for the items on the debatable agenda. The debatable agenda included the following items:

8. An Ordinance Amending Chapter 42 of the Code of Ordinances (Ambulance Fees) (First Reading)

This item will on the agenda for further discussion at the next rules meeting.

9. An Ordinance Granting Approval of a PUD Overlay for the Victoria Place, Phase Two Subdivision (First Reading)

This item will on the agenda for further discussion at the next rules meeting.

10. An Ordinance Authorizing the Repurchase of 2201 South Orchard Drive (Final Reading)

Move for adoption of the ordinance was motioned by Trustee Kramer and seconded by Trustee Brandon. The ordinance was moved and seconded to adopt this ordinance at final reading. Mayor Ostenburg asked if there were any questions or comments. None being heard, he called for a roll call vote by Clerk McGann. The ordinance was approved following a roll call vote with the following results.

Ayes: 7

Nays: 0

Absent: 0

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

Mayor Ostenburg called for a motion to adjourn to executive session to discuss personnel matters. Motion was made by Trustee Kramer, seconded by Trustee Brandon, and a roll call vote was taken with the following results:

Ayes: 7
Nays: 0
Absent: 0

The motion passed with seven (7) ayes, no (0) nays and no (0) absent.

The regular meeting was adjourned at at 9:32 p.m.

Respectfully submitted
Sheila C. McGann
Village Clerk

AGENDA BRIEFING

DATE: February 21, 2008

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 which was approved March 5, 2007. Baxter & Woodman is submitting an Engineering Services Agreement to flow test the North area for the lump sum amount of \$46,000. If additional month of flow monitoring is required, this would be done at a cost of \$16,500 per month. This is the last of three (3) areas to be flow tested. The 07-08 budget has \$80,000 allocated for this project.

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 Consent Agenda of the Regular meeting of February 25, 2008 for Board consideration and approval

VILLAGE OF PARK FOREST, ILLINOIS
NORTH 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 the North Sanitary Sewer System 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 north 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 professional engineering services described in Exhibit B Sections 1 through 9 shall be a lump sum amount of \$46,000, ENGINEERS' Project No. 080071.30.

2.2 The ENGINEERS' fee for the additional services described in Exhibit B Section 10 shall be a lump sum of \$16,500 for each additional month of flow monitoring.

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 reports 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 including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the ENGINEERS' negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the VILLAGE or other consultants, contractors or subcontractors working for the VILLAGE, or their officers, agents and employees.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEERS and the VILLAGE they shall be borne by each party in proportion to its negligence.

The VILLAGE acknowledges that the ENGINEERS 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:	\$5,000,000
(5)	Professional Liability	
	Per Claim and Aggregate:	\$5,000,000/\$5,000,000

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.

The VILLAGE and ENGINEER agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the PROJECT.

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 electronic 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 electronic media by and at the discretion of the ENGINEERS whether or not the PROJECT is completed. Reproducible copies of the ENGINEERS' documents and electronic media for information and reference in connection with the use and occupancy of the PROJECT by the VILLAGE and others shall be delivered to and become the property of the VILLAGE upon request; however, the ENGINEERS' documents and electronic media are not intended or represented to be suitable for reuse by the VILLAGE or others on additions or extensions of the PROJECT, or on any other project. Any such reuse without verification or adaptation by the 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 electronic media will entitle the ENGINEERS to claim and receive additional compensation from the VILLAGE. Electronic media are furnished without guarantee of compatibility with the VILLAGE's software or hardware, and the ENGINEERS' sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.9 The ENGINEERS are an equal opportunity employer and hereby incorporates the requirements of 44 Ill. Adm. Code 750 APPENDIX A, Iowa City §§19B.7,541 IAC 4.5(19B) and Admin Code ER §§43.01-43.07 if applicable.

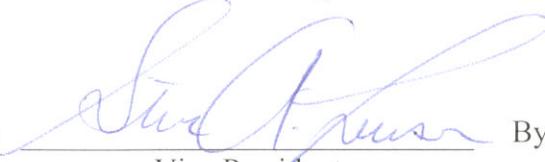
3.10 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision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

3.11 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 21, 2008
Date of Signature

Date of Signature

(SEAL)

(SEAL)

ATTEST:

ATTEST:


Deputy Secretary

Clerk

Attachment

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

EXHIBIT A

PROJECT DESCRIPTION

The PROJECT consists of a sanitary sewer flow monitoring program for the North Sewer System in the VILLAGE. The VILLAGE's North Sanitary Sewer System will be divided into 10 flow basins for metering. 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 North 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	Illinois Street East of Indiana Street
2	Orchard Drive and Indiana Street (Southeast Corner)
3	Orchard Drive South of Indiana Street
4	Illinois Street at Sandburg Street
5	Hay Street South Near Old Plank Trail
6	North Street East of Western Avenue
7	Well Street North by the EJ&E Tracks
8	Willow Street Near the ComEd Easement
9	Westgate Drive Near Winnebago Street
10	Allegheny Street North by EJ&E Tracks (Northwest Corner)
11	Allegheny Street North by EJ&E Tracks (Northeast Corner)

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

EXHIBIT B

SCOPE OF SERVICES

FLOW MONITORING PROGRAM

1. PROJECT MANAGEMENT – Plan, schedule and control the activities that must be performed to complete the PROJECT. These activities include but are not limited to budget, schedule, and scope. Submit a weekly status report via email that describes the tasks completed that week and outlines goals for the following week.
2. CONDUCT PROJECT KICK-OFF MEETING – A PROJECT kick-off meeting with VILLAGE staff and the PROJECT team will be held for the PROJECT. The purposes of the meeting are to establish clear lines of communication, introduce the VILLAGE staff to the team members, and establish the VILLAGE’s detailed needs, objectives, and goals for the PROJECT. The meeting will also be utilized to obtain information, plans, atlases, and other data to be supplied by the VILLAGE, and set schedules and guidelines for future design meetings.
3. IN-HOUSE METER PREPARATION AND MAINTENANCE
 - Prepare flow meters for use in the field by assembling meters and bands, wires, cables, batteries, and all other equipment necessary for field installation and maintenance.
 - Verify flow meters operate properly using in-house flow bench.
4. METER INSTALLATION
 - Install and calibrate eleven (11) flow meters in manholes, structures, or other locations identified during the site selection phase of the design.
5. SITE SELECTION
 - Utilize existing sewer atlases and maps to determine and select the best locations for installation of the meters.
 - Verify site selections in the field prior to scheduling the actual flow meter installation work, and change sites as necessary.
6. WEEKLY FIELD UPLOADS
 - Visit flow metering sites on a weekly basis and upload flow data from meters to laptop computer.

- Review uploaded and real-time data to verify the data is representative of actual conditions.
 - Clean probes as necessary to maintain proper operation.
 - Replace batteries as necessary.
7. METER REMOVAL
- Remove meters at completion of metering period and return equipment to storage.
8. FLOW METERING DATA ANALYSIS
- Analyze all data obtained from flow meters to determine key parameters including but not limited to; average daily dry-weather flow, peak wet-weather flow, and I/I rates.
9. REPORT
- Prepare a written report outlining our findings and recommendations including expected costs for future work.
 - 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.
10. EXTENDED METERING PERIOD – Should the metering period need to be extended past the two month period to acquire additional wet-weather flow data, the ENGINEERS 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.

AGENDA BRIEFING

DATE: February 20, 2008

TO: Mayor Ostenburg
Board of Trustees

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

RE: Consideration of an Ordinance amending Chapter 118 (“Zoning”), Article VII (“Signs”), Section 118-302 (“General Provisions”) and Section 118-303 (“Exempt Signs”) of the Code of Ordinances

BACKGROUND/DISCUSSION:

The Village has initiated a petition for a Zoning Text Amendment to Sections 118-302 and 118-303 of the Zoning Ordinance to address concerns related to signs being placed on public property, multiple signs placed on an individual property, over-sized signs, and signs that continue to be displayed after the discontinuance of the activity which they promoted. This request is described in more detail in the Staff report to the Plan Commission (see attached).

Consistent with Section 118-29 of the Park Forest Zoning Ordinance the Plan Commission conducted a public hearing on this request at their February 19, 2008, meeting. After taking public comment and discussing this request, the Plan Commission voted unanimously to approve the requested Zoning Text Amendments with no conditions. The Plan Commission’s recommendation is further described in the attached memo from Chair Wickliffe-Lewis.

The attached Ordinance was prepared by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular Board meeting of February 25, 2008, for first reading.

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Vernita Wickliffe-Lewis, Chair
Park Forest Plan Commission

DATE: February 20, 2008

RE: Recommendation – Sign Ordinance Revisions

The Plan Commission conducted a public hearing and considered a request for a Zoning Text Amendment to Sections 118-302 and 118-303 of the Zoning Ordinance relating to general sign provisions and exempt sign provisions.

After conducting a public hearing on February 19, 2008, the Plan Commission voted unanimously to recommend approval of the Zoning Text Amendments contained within the draft ordinance presented to the Plan Commission.

Best regards,
Vernita A. Wickliffe-Lewis, Chair

MEMORANDUM

DATE: February 11, 2008

TO: Plan Commission

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

RE: NEW BUSINESS: Plan Commission Meeting of February 19, 2008
PUBLIC HEARING: Consideration of Proposed Revisions to Chapter 118
(Zoning), Sections 118-302, and 118-303, pertaining to Signs

The Village Board has requested that the Staff prepare revisions to the Sign provisions of the Zoning Ordinance to address concerns related to signs being placed on public property, multiple signs placed on an individual property, over-sized signs, and signs that continue to be displayed after the discontinuance of the activity which they promoted. While the sign provisions are very clear regarding the permitted size and number of commercial signs, the provisions related to exempt signs are not as clearly defined. Therefore, Village Staff has worked with the Village Attorney to prepare a draft ordinance to address these issues.

Pursuant to Section 118-29 of the Zoning Ordinance, the Plan Commission is responsible for making recommendations to the Board of Trustees on requests to amend the Zoning Ordinance. The Plan Commission is required to hold a public hearing on ordinance amendments, notice of which must be given in a newspaper of general circulation no less than 15 days before the public hearing. Notice of the public hearing on this matter was published in the Park Forest edition of the *Southtown/Star Newspaper* on February 3, 2008.

Proposed Revisions:

Working with the Village Attorney, Staff has developed the following proposed revisions to Sections 118-302 and 118-303 of the Zoning Ordinance:

- The current sign provisions contain references to “commercial” signs, and the proposed revisions include adding an exemption for “noncommercial” signs. It is important to include definitions for each of these sign types in order to clarify the applicability of the sign provisions. Therefore, the following definitions are proposed.
 - *Commercial sign:* For purposes of this article, a commercial sign is defined as a sign which identifies, advertises, or directs attention to a commercial or institutional structure or business, or is intended to induce the purchase of goods, property, or service; including, without limitation, a sign naming a brand of goods or services or real estate signs.
 - *Noncommercial sign:* For purposes of this article, a noncommercial sign is defined as a sign not directed at promoting commercial activity and includes, but is not limited to, political campaign and advocacy signs.

- The Village has problems with commercial and noncommercial signs being erected on public right-of-way, with property owners erecting multiple signs with the same message on their property, and with signs that remain in place long after the need for them has expired. Currently, the sign provisions require that “any sign which advertises an activity, business, product or service which has ceased operation or production shall be removed within six months of the discontinuance of the activity.” This longer time frame is appropriate for large commercial signs. However, it is much longer than necessary for the typical exempt sign. Therefore, Staff proposes that this provision be modified in the following manner:
 - Exempt signs must be removed within seven days of the discontinuance of the activity. This would include, for example, for sale signs and political campaign signs.
 - Noncompliant signs of any type (whether or not they are exempt) must be removed within 48 hours of written notice of non-compliance from the Building Commissioner. Currently the Ordinance requires removal within seven days of written notice.
 - The Village will be authorized to remove noncompliant signs after the 48 hour period, and will hold those signs for 72 hours. During that time the owner, or owner’s representative, may retrieve the signs but will be charged \$25 per sign to reimburse the Village for the expense of removing the sign and storage of the sign. If the sign(s) is not claimed, the Village will be authorized to dispose of it.
- The general sign provisions will clearly state that signs may not be placed or erected on public property.
- The provisions for exempt signs will clearly prohibit the placement of more than one exempt sign on an individual parcel of property that communicates the exact same message and that is the same size and shape.
- Exempt signs, with the exception of those already permitted by the sign provisions, will be limited to no more than five square feet in size. Some signs that are already permitted larger than this include commercial or industrial real estate signs, which may be up to 20 square feet in size. Signs that identify the addresses of multi-family residences are still limited to two square feet in size. Also, signs approved as part of a planned unit development may be the size that is specified in the PUD overlay ordinance.
- Noncommercial signs should be explicitly listed as exempt signs.

Village Staff has worked with the Village Attorney to prepare an ordinance which addresses each of these proposed revisions. The draft ordinance is attached for your information.

Plan Commission Action: After conducting the public hearing, the Plan Commission is asked to consider the proposed revisions to Chapter 118 (Zoning), Sections 118-302 and 118-303, and make a recommendation to the Board of Trustees on this matter.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 118 (“ZONING”), ARTICLE VII (“SIGNS”) SECTION 118-302 (“GENERAL PROVISIONS”) AND SECTION 118-303 (“EXEMPT SIGNS”) OF THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

WHEREAS, the Applicant, the Board of Trustees of the Village of Park Forest (“Applicant”), seeks to amend Chapter 118 (Zoning), Article IV (“Signs”), Section 118-302 (“General Provisions”) and Section 118-303 (“Exempt Signs”) of the Village of Park Forest’s Code of Ordinances (“Village Code”) in the manner more fully set forth herein (“Application”); and

WHEREAS, the Village of Park Forest Plan Commission conducted a public hearing to consider the Application on February 19, 2008, as required pursuant to Section 118-29 of the Village Code; and

WHEREAS, on February 3, 2008, notice for said public hearing was published in the Park Forest edition of *The Southtown/Star*, a newspaper of general circulation within the Village as required by Section 118-29 of the Village Code; and

WHEREAS, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application, all as set forth in the Plan Commission’s Findings and Recommendations; and

WHEREAS, the Mayor and Board of Trustees of the Village of Park Forest have considered the Findings and Recommendation of the Plan Commission and all of the facts and circumstances affecting the Application, and the Mayor and Board of Trustees have determined that it is appropriate to amend the Village Code as provided in this Ordinance.

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

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

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

Section 3. **Village Code Amended.** Chapter 118 (“Zoning”), Article VII (“Signs”), Section 118-302 (“General Provisions”) of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, is amended by adding the underlined language and deleting the stricken language to read as follows:

Sec. 118-302. General provisions.

(a) Commercial sign: For purposes of this article, a commercial sign is defined as a sign which identifies, advertises, or directs attention to a commercial or institutional structure or business, or is intended to induce the purchase of goods, property, or service; including, without limitation, a sign naming a brand of goods or services or real estate signs.

(b) Noncommercial sign: For purposes of this article, a noncommercial sign is defined as a sign not directed at promoting commercial activity and includes, but is not limited to, political campaign and advocacy signs.

~~(a)~~ (c) Sign. For purposes of this article, a sign is defined as any visual device or representation designed or used for the purpose of communicating a message or identifying or attracting attention to a premise or activity, with or without the use of words, which is visible from outside the premises on which it is located.

~~(b)~~ (d) Sign area. The size of a sign or sign area shall be computed as the largest single face within a perimeter which forms the outside shape of the sign, including any frame that forms an integral part of the display. Copy shall be permitted on both sides of the sign area.

~~(c)~~ (e) Permit required. No signs, except those specifically exempted from these provisions by section 118-303, shall be erected, affixed, replaced, hung or otherwise displayed or altered, unless a permit therefor has been issued by the village, in accordance with the regulations of this article. No permit shall be required for repairing a sign.

~~(d)~~ (f) Applications. Each application for a sign permit shall be made in writing by the owner of the real property where the sign is to be affixed upon forms furnished by the village manager and shall contain or have attached thereto the following information:

(1) A drawing approximately to scale, showing the design of the sign, including size, character and color of letters, dimensions, method of attachment or support materials, source of illumination and showing the relationship to any building or structure to which it is proposed to be installed or affixed; and

(2) A plot plan approximately to scale indicating the location of the sign relative to property lines, easements, streets, sidewalks and other signs. For freestanding signs, landscaping at base of sign must be illustrated.

~~(e)~~ (g) Construction and maintenance. Signs must be constructed of durable materials, in accordance with the provisions of chapter 18 of this Code, and must be maintained in good condition. The building commissioner is hereby authorized

to inspect all signs, and shall order the repair or removal of any sign not adequately maintained.

~~(f)~~ (h) Discontinued activity. Any sign, other than those governed by Section 18-303, which advertises an activity, business, product or service which has ceased operation or production shall be removed within six months of the discontinuance of the activity. Those signs governed by Section 18-303 shall be removed within seven (7) days of discontinuance of any applicable activity.

~~(g)~~ (i) Noncomplying signs. Any sign not in compliance with the provisions of this article shall be made compliant or removed by the owner within ~~seven calendar days~~ 48 hours of written notice of noncompliance from the building commissioner. Any sign not in compliance after ~~seven calendar days~~ 48 hours of written notice of noncompliance from the building commissioner shall be removed by the village at the owner's expense.

(1) Noncomplying signs removed for noncompliance shall be held for 72 hours at a location determined by the building commissioner. Such sign(s) shall be returned to the owner or the owner's representative upon payment of a \$25 fee to reimburse the village for the expense of removing the sign and storage of the sign.

(2) If an owner or the owner's representative does not pay the applicable reimbursement fee(s) pursuant to this section, or if a sign is not claimed within 72 hours of its removal, the village shall dispose of the noncomplying sign(s).

(j) Conflicting provisions. Where sign area (size) or placement requirements conflict, the stricter interpretation shall control or prevail.

(k) Sign placement. No sign shall be placed or erected on any public property unless otherwise permitted by this Code.

Section 4. Village Code Amended. Chapter 118 ("Zoning"), Article VII ("Signs"), Section 118-303 ("Exempt Signs") of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, is amended by adding the underlined language to read as follows:

Sec. 118-303. Exempt signs.

A permit shall not be required for the signs ~~covered by set forth in the provisions of this section below.~~ Such exceptions, however, shall not be construed to relieve the owner of the sign from responsibility for its erection and maintenance in a safe manner. The placement of more than one (1) exempt sign communicating the exact same message and of congruent shape and size on the same parcel of property is prohibited. Unless specified in this section, no exempt sign shall exceed a sign area of five (5) square feet.

- (1) Official government traffic signs.
- (2) Permanent signs or temporary window graphics located completely within an enclosed building provided that the maximum sign area shall not exceed 25 percent of the window in which it is displayed; provided further that no flashing sign of any size or covering any area may be visible from outside of the premises.
- (3) The flag, emblem or insignia of a nation, political unit, or civic, philanthropic, educational or religious organization.
- (4) One nonilluminated for sale or for rent sign, per parcel of real estate, provided that the sign is placed on such parcel being offered for sale or rent. In residential districts, the sign area may not exceed five square feet. In commercial and industrial districts, the maximum sign area may not exceed 20 square feet, and advertise exclusively the sale of the land or building upon which the sign is displayed, provided:
 - a. Such sign states the date on which the sign was erected;
 - b. No sold sign may be erected unless it replaces a previously existing for sale sign; and
 - c. Sold signs shall be removed upon closing of a sale.
- (5) One nonilluminated nameplate for each dwelling unit in all residential districts, identifying only the name and address of the occupant and not exceeding one square foot in area.
- (6) For multiple-family dwellings, or a group of multiple-family dwelling structures having a common driveway entrance from a public street, one sign for each common entrance not exceeding two square feet in area, identifying the addresses of dwelling units.
- (7) Banners placed on light poles by the village.
- (8) Any sign included in an approved stage II planned unit development or in an approved modification to an approved stage II planned unit development.
- (9) A directional sign to the building used as the primary headquarters of a civic, philanthropic, educational or religious nonprofit organization or organizations, which directional sign meets the size, color and placement requirements as established by the department of public works; provided that there may be no more than four signs per building. For purposes of this section, it shall be understood that all signs:

- a. Direct traffic to a building by its commonly known name, not to an organization;
- b. Be purchased through the village, with all costs and expenses being borne by the requesting party and shall be paid at the time of submitting a request in writing to the village public works department; and
- c. Be attached to existing poles within the village by the village public works department.

(10) Noncommercial signs.

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

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

PASSED this _____ day of _____, 2008.

APPROVED:

MAYOR

ATTEST:

VILLAGE CLERK