

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

Village Hall

8:00 p.m.

November 10, 2008

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor
Village Manager

Village Attorney
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: A Motion to Approve the Minutes of the Executive Session of May 27, 2008; the Executive Session of July 14, 2008; the Special Regular Meeting of August 11, 2008 and the Minutes of the Financial Update of October 4, 2008;
2. Resolution: A Resolution of the Village of Park Forest Cook County, Illinois, Supporting the Granting of a Gaming License to Operate a Gaming Facility in the City of Calumet City
3. Resolution: A Resolution Establishing a Public Works Emergency Intergovernmental Service Agreement
4. Resolution: A Resolution Authorizing the Approval of a Lease Agreement between the Village of Park Forest and Enterprise Leasing Company of Chicago
5. Resolution: A Resolution Approving Motor Fuel Tax Funding for Phase I Preliminary Engineering Study for Thorn Creek Bridge Replacement
6. Motion: A Motion to Approve the Thorn Creek Bridge Replacement Preliminary (Phase I) Engineering Study Services Agreement with Baxter & Woodman
7. Motion: A Motion to Approve the Thorn Creek Bridge Replacement Preliminary (Phase I) Engineering Study Local Agency Agreement for Federal Participation

DEBATABLE:

8. Ordinance: An Ordinance Amending Chapter 98 ("Taxation"), Article VII ("Real Estate Transfer Tax") of the Code of Ordinances of the Village of Park Forest (Final Reading)

Adjournment

NOTE: Copies of all agenda items are available in the Manager's Office

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 Executive Session of May 27, 2008; the Minutes of the Executive Session of July 14, 2008, the Minutes of the Special Regular of August 11, 2008; the Financial Update of October 4, 2008
2. MOVED, that the Mayor and Board of Trustees adopt a Resolution of the Village of Park Forest Cook County, Illinois, Supporting the Granting of a Gaming License to Operate a Gaming Facility in the City of Calumet City
3. MOVED, that the Mayor and Board of Trustees adopt a Resolution Establishing a Public Works Emergency Intergovernmental Service Agreement
4. MOVED, that the Mayor and Board of Trustees adopt a Resolution Authorizing the Approval of a Lease Agreement between the Village of Park Forest and Enterprise Leasing Company of Chicago
5. MOVED, that the Mayor and Board of Trustees adopt a Resolution Approving Motor Fuel Tax Funding for Thorn Creek Bridge replacement Phase I Preliminary Engineering Study in the amount of \$80,000.
6. MOVED, that the Mayor is authorized to execute the Thorn Creek Bridge Replacement Preliminary (Phase I) Engineering Study Services Agreement with Baxter & Woodman in an amount not to exceed \$80,000.
7. MOVED, that the Mayor is authorized to execute the Thorn Creek Bridge Replacement Preliminary (Phase I) Engineering Study Local Agency Agreement for Federal Participation

11/10/08

**Village Board Special Regular Meeting
Monday, August 11, 2008
Village Hall 8:00 p.m.**

MINUTES

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

ABSENT: Mayor John Ostenburg

STAFF IN ATTENDANCE: Village Manager Tom Mick, Village Attorney Paul Stephanides, Police Chief Tom Fleming, Assistant to Village Manager Denyse Carreras, Director of Recreation and Parks John Joyce, Director of Public Relations Jason Miller, Assistant Director of Economic Development and Planning Sandra Zoellner, Information Technology Coordinator Craig Kaufman, Manager of DownTown Sharon Bellino

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Casey Toner, SouthtownStar Newspaper; Ed Fischer

Roll was called by Clerk McGann at 8:49 p. m. Due to Mayor Ostenburg's absence, Senior Trustee Ken Kramer was named President pro-tem who led the Board and the audience in the pledge of allegiance.

Reports of Village Officers

Mayor

No report.

Village Attorney

No report.

Village Manager

No report.

Village Clerk

No report.

Reports of Commission Liaisons and Committee Chairpersons

Trustee O'Neill noted that the Parks and Recreation Commission will meet August 12 at 7:00 p.m. The Economic Development Advisory Group meeting was held August 6 where strategic planning was discussed. Assistant Director Sandra Zoellner reported that three representatives from Ace Hardware met with staff and said that the Village was a viable and attractive location for a future Ace Hardware store. Help with finding an owner/operator would be helpful. The Economic Development Advisory Group (EDAG) met August 6 and is looking forward to public hearings and input on future developments.

Trustee Kopycinski wanted clarification regarding Ace Hardware. Assistant Director Zoellner explained that Ace Hardware is a cooperative corporation similar to a franchise. They are interested in moving to Park Forest but need to find an owner/operator.

President Pro-tem Kramer noted that the Senior Commission met August 7 and is continuing to work on the senior prom scheduled for October 2008.

Citizens Comments, Observations, Petitions

No report.

Consent Agenda

President Pro-tem Kramer called for a motion to approve the consent agenda. The consent agenda includes the following item:

- 1. Adopt a resolution that the Village Manager be authorized to contract for electrical energy service effective June 1, 2009 through May 31, 2012; said contract is not to exceed a thirty-six (36) month period.**

Approval of the consent agenda was moved by Trustee McCray and seconded by Trustee Brandon. On the motion to approve the consent agenda, a roll call vote called by Clerk McGann. The consent agenda was approved with the following results:

Ayes: 6

Nays: 0

Absent: 1

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

Debatable Agenda

President pro-tem Kramer called for the items on the debatable agenda. The debatable agenda included the following item:

- 2. Adopt an Ordinance Designating a Three-Way Stop at the Intersection of Monee Road and Ottawa Street in the Village of Park Forest (First Reading)**

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

There being no further business, President Pro-tem Kramer called for a motion to adjourn. Motion was made by Trustee Kopycinski, seconded by Trustee Dillard, and passed unanimously.

President Pro-Tem Kramer adjourned the meeting at 8:54 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

**VILLAGE OF PARK FOREST
BOARD OF TRUSTEES FINANCIAL UPDATE
October 4, 2008**

PRESENT: Village Mayor John Ostenburg; Village Trustees Mae Brandon, Gary Kopycinski, Ken Kramer, Robert McCray and Georgia O'Neill; Village Manager Tom Mick; Health Department Director Christine Blue; Deputy Village Manager and Finance Director Mary Dankowski; Nursing Supervisor Jenice Ervin; Director of Public Works Ken Eyer; Police Chief Tom Fleming; Park Superintendent Rob Gunther; Tennis and Health Club Manager Lee Irvin; Director of Recreation and Parks John Joyce; Village IT Administrator Craig Kaufman; Director of Community Development Larrie Kerestes; Director of Economic Development and Planning Hildy Kingma; Deputy Police Chief Mike McNamara; Director of Public Relations Jason Miller; Assistant Finance Director Stephanie Rodas; Housing Authority Executive Director Ernestine Watson; Fire Chief Robert Wilcox; Fire Captain Bruce Ziegler; One Village resident

CALL TO ORDER

Senior Trustee Kramer called the meeting to order at 8:35 a.m. Roll call was taken with the following Board members present: Trustees Brandon, Kopycinski, Kramer, McCray and O'Neill. The following Board members were absent: Mayor Ostenburg and Trustee Dillard. Mayor Ostenburg arrived at 8:39 a.m. and assumed control of the meeting.

OPENING COMMENTS

Manager Mick explained that the purpose of today's financial update session is to review the preliminary year-end results and revenue and expenses for the fiscal year ended June 30, 2008. He stated that the Board would also look at trends for the first quarter of fiscal year 2008/2009, which began on July 1, 2008. He added that Village staff would provide reports on ongoing projects. Manager Mick stated that this information will provide a background and enable the Board to have a look at the big picture in preparation for the Board's goal-setting session on November 1, and for tax levy discussions to fund fiscal year 2009/2010. Manager Mick stated that the process begins with the Community Survey and staff strategic planning session, and continues with today's financial update and the Board strategic planning session on November 1, culminating with the adoption of the 2008 tax levy at the Board of Trustees meeting on December 8.

Deputy Village Manager and Finance Director Mary Dankowski reviewed the agenda for today's meeting. She stated that the financial update would begin with a review of preliminary year-end results, followed by a discussion of current year trends and tax levy projections. She added that the next item would be an economic development update, followed by an update on Public Works projects and Recreation and Parks issues. Ms. Dankowski stated that there would be a review of 2008/2009 Board goals and an update on the implementation of these goals. She added that the last item on the agenda would be a review of the Community Survey results.

PRELIMINARY YEAR-END RESULTS

Ms. Dankowski began the preliminary look at year-end results for the fiscal year ended June 30, 2008 with a review of General Fund Revenues. She stated that overall total revenues represented 105% of budget. She stated that state income tax continues to be a favorable revenue source. She added that personal property replacement tax was also significantly favorable at 205% of budget. Ms. Dankowski stated that real estate transfer tax revenues and inspection fees reflect the decline in the housing market.

Ms. Dankowski explained that revenue from other charges includes antenna lease and Jolly Trolley revenues. She pointed out that other charges also include Norwood lease revenue, but this will not be a source of revenue in the future due to the sale of this property. Mayor Ostenburg commented that the Village should not anticipate state income tax to continue to be a favorable revenue source for the Village, and real estate transfer tax revenues and inspection fees will continue to decline. He stated that the Village must look at ways to generate new revenue sources.

Ms. Dankowski next reviewed General Fund Expenditures, which were at 93% of budget. She explained that this figure does not include encumbrances, which will require a budget amendment. She added that when encumbrances are included, expenditures exceeded revenue, but this was expected and included in the budget.

Ms. Dankowski provided an analysis of the General Fund information. She explained that the ending unreserved fund balance representing 3.9 month's reserve is \$5,976,036. She stated that using \$465,058 of the fund balance to reduce the tax levy increase leaves an adjusted unreserved fund balance of \$5,510,978, which represents a 3.4 month's reserve. She explained that the Board's fiscal policies require a reserve of 3-4 month's of operations. She added that the additional .4 month fund balance could be utilized by the Board for capital projects determined through strategic planning and capital plan review. Ms. Dankowski reviewed infrastructure needs. She added that the results of the Strategic Planning Study may warrant investment of Village dollars in several areas.

Ms. Dankowski reviewed the Revenue and Expenditures – All Funds. She explained that the total revenue for all funds is 100% collected. She stated that expenses exceeded revenue in the Housing Choice Voucher Program due to HUD funding and legal fees associated with the Crime Free Rental Housing program. The Board discussed the Crime Free Rental Housing program. Manager Mick stated that the Crime Free Rental Housing program is a way of improving the community and the quality of life in the community, but the program does entail costs to the Village, such as legal and demolition costs. Mayor Ostenburg stated that the public must be made aware of these costs and that there is a direct return to them for this investment of tax dollars.

Ms. Dankowski stated that water revenue reflects water rate increases to fund the debt service payments on the debt associated with the new water plant. She explained that Motor Fuel Tax revenue reflects an IDOT grant related to Orchard Avenue engineering. She added that TIF revenues have allowed the Village to abate \$450,000 in TIF debt related property taxes. She stated that a like amount can be used to abate the debt service levy for 2008. Ms. Dankowski explained that total expenditures for all funds were 90% expended. She explained that the Police Pension Fund was 130% expended as a result of three disability cases and related health insurance costs.

Ms. Dankowski reviewed the operating results for the Recreation and Parks Enterprise Funds. She explained that the General Fund transferred \$330,000 to the Aqua Center, of which \$105,707 was for a new roof and \$25,000 for a drop slide and climbing wall. She added that the General Fund transferred \$70,000 to the Tennis and Health Club. Ms. Dankowski stated that for Fiscal Year 2009, a total of \$140,000 is budgeted for transfers to the Aqua Center and \$81,900 to the Tennis and Health Club, for a total of \$221,900. Mayor Ostenburg commented that the Aqua Center and Tennis and Health Club should not only be supported by user fees, but that there is a general revenue obligation for the Village to help support the Aqua Center and Tennis and Health Club. He added that all citizens benefit from having these facilities in the Village and this justifies support from the Village.

CURRENT YEAR TRENDS

Ms. Dankowski reviewed the Income Comparison Chart for fiscal years 1996 through 2009 for Sales, Local Use, Income and Telecommunications taxes. She also reviewed the information on Municipal Utility Tax. She explained that utility tax income has remained stable and represents 10% of general operating revenues.

Ms. Dankowski reviewed the Quarterly Sales Tax Comparison Chart for the years 2002-2008, and the list of the top ten sales tax contributors for the Village as of February 2008. She next reviewed the 10-year information on the Equalized Assessed Value for properties in the Village. She stated that the average selling price for a house in Park Forest declined after several years of increases, and this decline impacts the equalized assessed valuation. Director of Community Development Larrie Kerestes stated that the increase in building permits is an indication that people are putting money into their properties and increasing the value of those properties.

Ms. Dankowski explained that over the last several years identified expenditure trends have been brought to the Board's attention. She stated that IMRF, IRMA and health insurance costs have stabilized and are currently not a concern. She added that the looming costs now involve energy related cost increases such as fuel and salt, as well as infrastructure needs with roadways, water mains and sewer lines aging. She explained that a final expenditure area which has shown an increasing trend is legal costs associated with demolition. She stated that this is tied to the Board's goal of enforcement of building code issues.

Ms. Dankowski informed the Board that on September 16 the Village sold \$6,855,000 of Village bonds. She explained that these bonds were sold in order to save interest costs and to pay off TIF debt sooner, consistent with the life of the TIF. She stated that this debt issuance will save the Village \$417,636 in future debt payments allowing the TIF debt to be paid off sooner. She added that Village bonds received a double step increase in rating to A3 as a result of the Village's maintenance of healthy fund balances as well as the strategic planning process and prudent management.

TAX LEVY PROJECTIONS

Ms. Dankowski informed the Board that the first reading of the 2008 tax levy is scheduled for November 24, with the final levy to be adopted at the regular Board meeting on December 8. She stated that the Board has historically chosen to begin discussion of the tax levy at this time before strategic planning in order to have a full picture of the financial position of the Village. She explained that the 2009/10 budget will be funded by

the 2008 levy. Ms. Dankowski stated that the tax levy consists of six separate categories: General Corporate, Bonds and Interest, IMRF, FICA, Police Pension and Fire Pension. She reviewed the levy needs for each of these categories.

General Corporate

Ms. Dankowski explained that the property tax levy for general corporate purposes funds the general operations of the Village which are not funded by other sources. She stated that the 2007 levy supported 46% of the total operating budget. She reviewed the Property Tax Levy History - Pensions and stated that in recent years, a higher share of the levy funds police and fire pensions, as well as IMRF and Social Security. Ms. Dankowski reviewed the general corporate operating costs. She stated that the proposed tax levy increase for General Operations is \$234,942.

Bonds and Interest

Ms. Dankowski reviewed the levy for bonds and interest. She stated that the proposed levy for bonds and interest reflects a decrease of \$19,040.

IMRF

Ms. Dankowski explained that IMRF funds the pensions for all non-police and non-fire personnel. She stated that the Village was given preliminary notice that rates for 2009 will be 8.69%. She added that there will be no increase needed in the tax levy to fund IMRF.

FICA

Ms. Dankowski stated that utilizing the fund balance allows the Village to maintain the same levy for FICA as in 2007. She added that there will be no increase needed in the tax levy to fund FICA.

Police and Fire Pension Funds

Ms. Dankowski reviewed the actuarial recommendations for the increase in the tax levy for the Police and Fire Pension Funds. She explained that municipalities are statuarily required to levy in accordance with actuarial results.

2008 Tax Levy Summary

Ms. Dankowski reviewed the 2008 Tax Levy Summary. She explained that the 3.0% recommended increase in the tax levy for 2008 will enable the Village to maintain all services and staffing levels and carry on Board goals. She added that the Board has the option of increasing the levy beyond the base amount of 3.0%. She explained that the 3.0% recommendation does not include any increase in staff or programs or services offered by the Village. Ms. Dankowski reviewed the increase in the property tax levy over the last fifteen years. The Board discussed the proposed increase in the tax levy for 2008.

ECONOMIC DEVELOPMENT

Director of Economic Development and Planning Hildy Kingma provided the Board with an update on economic development in the Village.

Hidden Meadows

Ms. Kingma stated that Lake Shore Investors, the developer approved by the Board as the preferred developer of the Hidden Meadows property, has submitted a Concept Plan for the Hidden Meadows property to the Village. She explained that both the Plan Commission and the Village Board have reviewed the plan and provided feedback to the developer. The Board discussed the proposed development. Ms. Kingma stated that the developer's goal is to work with the Village during the coming months on the review and approval of a preliminary plat and PUD (planned unit development) for the development of the property. She added that the ultimate goal is to begin site construction in the spring of 2009.

Legacy Square

Ms. Kingma stated that Phase One of the Legacy Square development is complete. She added that due to the current housing market, Bigelow Homes has decided not to proceed with Phase Two of the development. Ms. Kingma explained that the most significant item that must be completed related to the Legacy Square project is the demolition of the former Marshall Fields building. She added that grant funds have been identified to defray a significant portion of the cost of the demolition and site restoration, so the project is waiting for the final outcome of Cook County's decision on grant funds for this project. She stated that once the Marshall Fields building is demolished, the Economic Development and Planning staff will begin to market the property.

211th Street Transit-Oriented Development Study

Ms. Kingma provided an update on the 211th Street Transit-Oriented Development Study. She explained that the 211th Street Metra Station Transit Oriented Development Plan is incorporated into the Strategic Plan for Land Use and Economic Development for the Village.

Strategic Plan for Land Use and Economic Development

Ms. Kingma informed the Board that a full draft plan for the Strategic Plan for Land Use and Economic Development, which is the Village's plan for land use and development, has been prepared. She stated that the Plan Commission will conduct a public hearing on the Plan on October 7. She added that the study contains recommendations from the Plan Commission regarding the priorities for the implementation of the Plan. She added that the Plan explicitly incorporates the Downtown Master Plan and the 211th Street Metra Station Transit Oriented Development Plan into an overall Strategic Plan for Land Use and Economic Development.

Norwood Square

Ms. Kingma stated that the Norwood Square Tax Increment Financing (TIF) District, approved by the Village in December 2005, has been certified by Cook County. She stated that the Village is awaiting plans from Nassimi Realty for initial improvements to the property. Ms. Kingma stated that they would like to begin construction on the initial improvements before the end of the year. She stated that the Board will be updated as soon as more

detailed information is received. She added that in the meantime, Nassimi has been marketing the property very aggressively. She added that Family Dollar has notified Nassimi that they will close by mid-October.

Downtown Park Forest

Ms. Kingma informed the Board that Economic Development staff and the Downtown Management Office have been working closely to market the Downtown and bring in new businesses. She stated that occupancy in Village-owned buildings has reached 83 percent. Ms. Kingma stated that currently the Village is heavily marketing the space at 208 Forest Boulevard for a restaurant. She stated that Matanky Realty has completed the facade renovation of the north side of Building #2 (the theater building). She added that the hope is that this improvement will make this large space more marketable. She stated that in addition, Matanky Realty has obtained the building permit to build out the space in Orchard Park Plaza for a new grocery operator. She added that Matanky continues to market the remaining space at the Plaza.

Ms. Kingma stated that the Economic Development and Planning Department and the Downtown Management Office worked together to develop the way-finding signage program to direct people to the Downtown from Sauk Trail, Western Avenue and Route 30. She stated that to date the way-finding signs are installed on Sauk Trail and streets leading from Sauk Trail to the Downtown. She added that it is hoped to be able to complete the signage project from Route 30 and Western Avenue to the Downtown during the current fiscal year.

Ms. Kingma stated that the Village's first mural and bronze plaques were dedicated in July, 2008. She stated that staff will soon begin working with the Downtown Mural Art Committee to determine a location and theme for a second mural, along with seeking sites for a second group of bronze plaques.

Ms. Kingma informed the Board that Downtown Park Forest is being honored with the Community Vision Award for a suburban community. She stated that this award is given by the Urban Land Institute-Chicago, the Metropolitan Mayors Caucus, the Metropolitan Planning Council and the Homebuilders Association of Greater Chicago. She explained that Downtown Park Forest was recognized because of the strong public/private partnerships that were forged to make the redevelopment happen, the mixed use nature of the redevelopment, and for the economic development benefits that have resulted from it.

Business Park

Ms. Kingma updated the Board on activity in Business Park. She stated that Homewood Disposal has purchased the property at 30 South Street and the adjacent vacant lot. She added that Heritage Propane has submitted a complete set of plans for the construction of their wholesale propane distribution operation on North Street. Ms. Kingma informed the Board that the Village acquired 2330 Western Avenue (the former Plaza Florist) through the no-cash bid process, and given the current condition of the building, staff is exploring the cost and ramifications of demolishing the building so there would be a vacant parcel to market for sale.

Ms. Kingma stated that the Village has filed suit against the Cremation Society of Illinois to pursue the right to re-purchase Lot 60 in Business Park according to the original contract for sale.

No Cash Bid Program/Purchases

Ms. Kingma stated that at this time, there are only two properties still in some stage of acquisition through the no-cash bid purchase program, the former Wildwood School building and 36 Apache. She stated that the Board would be kept up to date on the status of these acquisitions.

Marketing Plan

Ms. Kingma updated the Board on the continued execution of the Village's marketing campaign. Manager Mick reminded the Board that the Home Expo and House Tour would be on Sunday, October 5.

PUBLIC WORKS PROJECTS

Director of Public Works Ken Eyer provided a financial update on various Public Works projects.

MOTOR FUEL TAX FUND

Motor Fuel Tax Maintenance Projects and Materials

Mr. Eyer stated that the Department of Public Works continues with its annual maintenance projects with monies from the Motor Fuel Tax Fund. He reviewed the projects in progress. Mr. Eyer stated that this year the cost of materials has been very volatile. He explained that last year the total cost for salt was \$72,747.84, and this year the cost will be \$255,552.30. He added that the Illinois Department of Central Management Services (CMS) strongly encourages municipalities to order early and to store as much salt as possible in order to help prevent potential salt shortages this winter. Mr. Eyer stated that the Village should strongly consider increasing its salt storage capacity by either adding to the existing facility or replacing the facility. He explained that last year, the Village experienced a salt shortage from its supplier and had to borrow salt to continue operations, along with reducing salting, until salt supplies were again available.

Orchard Drive Reconstruction

Mr. Eyer updated the Board on the status of the Orchard Drive reconstruction. He stated that this project is currently in Phase I-Preliminary Design. He reviewed the preliminary cost estimates for the project. He added that construction of this project will require the Village to find alternate funding, one possibility being the South Suburban Mayors and Managers bond pool.

Western Avenue Widening and Reconstruction

Mr. Eyer stated that the major part of this project is expected to be completed by November 1, 2008. He added that the initial Village cost of the project was estimated at \$423,670, and this amount will be adjusted based on the cost of the actual work after completion of the project.

Thorn Creek Bridge Rehabilitation or Replacement

Mr. Eyer informed the Board that the Village has requested and received approval for federal funds to replace or rehabilitate the Thorn Creek Bridge. He stated that the funds would be in 80/20 format, with the Village share of the project at \$165,000.00.

Indianwood Street Lighting Project

Mr. Eyer stated that this project will replace street lights along Indianwood Boulevard from Orchard Drive to Blackhawk. He stated that the design and construction costs for this project will be funded by Motor Fuel Tax funds. He added that the project was bid by IDOT on September 19.

SEWER FUND

Mr. Eyer summarized the Department's efforts to reduce inflow and infiltration. He stated that a feasibility study on the Excess Flow Facility has been completed by the consultant, Baxter and Woodman. He added that the investigation concluded that it would be beneficial to put this facility back into operation. Mr. Eyer stated that the total estimated cost to accomplish rehabilitating the existing facility is \$657,000. He added that the Department of Public Works believes that it would be beneficial to start work on this project immediately. Mr. Eyer stated that this project could also help the Village by reducing backups caused during heavy rains. Ms. Dankowski stated that no added funding would be needed for this project.

WATER FUND

Water Main Replacement and Improvements

Mr. Eyer stated that the Village Board recently enacted a water main replacement fee on the water bill to provide a mechanism to pay back a \$3,000,000 bond issue to replace approximately 2 miles of water main, the exact location to be determined after updating the 2004 water main replacement ranking. He added that engineering work has begun on the project with the approval of the Engineering Services Agreement for Design that was passed at the September 22 Board meeting. He added that construction is scheduled to begin about May of 2009.

Water Mains in Multi-Family Areas

Mr. Eyer stated that water mains in the multi-family areas need extensive maintenance, and it has been the Village's responsibility to maintain these water mains. Manager Mick stated that the Village is working on the transfer of assets so that the water mains through the co-ops become the responsibility of the co-ops.

Manager Mick stated that the Village is also going to begin collecting transfer taxes on the sale of co-ops. He added that the Village is waiting for comments from the co-ops on this issue, and the hope is to have this in effect by January 1, 2009.

RECREATION AND PARKS ISSUES

Park Forest Scenic 5 Mile and More. . .

Director of Recreation and Parks John Joyce provided a review of the 2008 Park Forest Scenic 5 Mile and More. He stated that there were approximately 521 runners registered for the race, and an estimated 250 volunteers helped with the race. He stated that there was a significant reduction in staff costs, and total expenses for the event went from \$81,865 in 2007 to \$36,446 in 2008. He added that some of the expenses in 2008 were one-time expenses. Mr. Joyce stated that Village management staff, Recreation and Parks staff and the race steering committee held meetings independently to debrief the 2008 Labor Day activity. He briefly reviewed the

suggestions and comments from these meetings. He also reviewed the results of the Chicago Area Runners Association and Calumet Striders surveys regarding the race.

Aqua Center Revitalization Project

Mr. Joyce stated that the Village has applied for an OSLAD grant for the Park Forest Aqua Center Revitalization project. He stated that the grant would be in the amount of \$400,000, with a like amount to be matched by the Village. He reviewed the project schedule for the revitalization project. Mr. Joyce stated that one of the components of the project would be the construction of an environmental classroom that could be used in the off-season in conjunction with the wetlands. He added that other items would include bathhouse remodeling, the demolition of the concession building and construction of a concession patio and the installation of two basketball standards.

Freedom Hall

Mr. Joyce reviewed the major projects that have been completed over the years at Freedom Hall. He stated that four major projects remain in the Capital Plan for the Freedom Hall building. He stated that these items, in priority order, are theatre seat replacement, theatre house lights, second floor ADA washrooms and a rear ramp/terrace system to the 2nd floor. The Board discussed handicapped accessibility to the building.

Dog Park

Mr. Joyce informed the Board that members of the community have expressed an interest in having a dog park, and in 2007 a petition containing hundreds of signatures requesting a dog park was presented to the Village. He stated that several sites for a dog park were considered, and the most viable site is the Winnebago Park location. Mr. Joyce pointed out the proposed site on a map of the area. He added that since there was opposition to the project in the immediate neighborhood of the proposed site, a meeting was recently held with residents in this area to address any questions and concerns they might have concerning the project. Mr. Joyce reviewed the minutes of the meeting with the residents, along with questions and concerns from the residents regarding the dog park. Manager Mick stated that there has been a demand for a dog park, and a dog park has been part of the Capital Plan and budget planning process for several years. He stated that the hope is to move from the planning to the implementation stage and have the dog park ready to open in the spring of 2009. He added that if the Board is not opposed to the proposed location of the dog park, the Village would like to move forward with implementation. The Board members present indicated approval to move forward with the dog park in the proposed location.

All in favor. Mayor Ostenburg authorized staff to move forward with the project.

FISCAL YEAR 2008/2009 BOARD GOALS UPDATE

Manager Mick reviewed the Board's Strategic Planning Goals for fiscal year 2008/2009 and staff updates of the implementation strategies previously recommended for consideration. He stated that the purpose of the review of these goals is to enable the Board to reflect on what has been accomplished. He added that in setting 2009/2010 goals, the Board could determine if they are happy with these five goals or if the goals need to be

changed or revised. Mayor Ostenburg stated that the Board could also look at additional directions in reference to these goals.

Mayor Ostenburg stated that the Board should look at taking more of a leadership role within the region, and determine the best avenues on how to carry this out. Manager Mick stated that the Village of Park Forest continues to promote good responsible government to serve the residents. Mayor Ostenburg suggested devising a manual for “good government”. He stressed the importance of succession planning and stated that the Village must identify ways to get members of the community interested in elected positions.

COMMUNITY SURVEY

Manager Mick reviewed the results of the Community Survey. The Board briefly discussed the Community Survey results. Mayor Ostenburg stated that the results of the survey should be compared with previous surveys to see which items are still considered important to Village residents. He added that these items would be considered at the Board goal-setting session.

ADJOURNMENT

There being no further business, Mayor Ostenburg requested a motion to adjourn. Trustee Kramer made a motion, seconded by Trustee McCray, to adjourn the meeting at 1:40 p.m. All in favor.

Respectfully submitted,

Phyllis Dyrda
Recorder

VILLAGE OF PARK FOREST

MEMORANDUM

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

FROM: Thomas K. Mick,
Village Manager

DATE: October 31, 2008

RE: A RESOLUTION OF THE VILLAGE OF PARK FOREST COOK COUNTY, ILLINOIS, SUPPORTING THE GRANTING OF A GAMING LICENSE TO OPERATE A GAMING FACILITY IN THE CITY OF CALUMET CITY

BACKGROUND/DISCUSSION:

The City of Calumet City has called on the Village of Park Forest for support of its gaming license application as it seeks an available license through the Illinois Gaming Board. Village Staff attended an informational session related to Calumet City's permit application on October 23. What was learned is that the region could gain as many as 1,600 - 2,800 jobs from this initiative. It was also learned that Calumet City's application includes a revenue sharing agreement that would spread gaming proceeds across 26 southland communities and their respective school districts. Conservative estimates project that Park Forest could receive in excess of \$250,000 per year as part of the revenue sharing initiative. The actual revenue sharing agreement would take the form of a separate document that would be forthcoming to Park Forest pending Calumet City's success in attaining the gaming license.

Subsequent to the October 23 meeting, a letter of support was crafted by Mayor Ostenburg (see attached) and forwarded to the Administrator and Chief Legal Counsel of the Illinois Gaming Board articulating the Village's support and noting that a resolution of support from the full Board would be forthcoming. The attached Resolution expresses the support of the full Village Board. It should be noted that this support is non-exclusive and the Village can support other gaming applications (Rosemont, Country Club Hills, etc.). It is understood that the gaming license currently available is such based on it being relinquished by the City of Galena. Additionally, it is believed that the Illinois Gaming Board has as many as 7 applications before it seeking this vacated license. It is anticipated that the Gaming Board will pare the group of applications down to no more than 3 finalists in the coming weeks with the intent of ultimately awarding the license in late-December or early-2009.

SCHEDULE FOR CONSIDERATION:

This item will appear on the agenda of the November 10, 2008 Regular Meeting for Board consideration and approval.

RESOLUTION NUMBER: _____

**A RESOLUTION OF THE VILLAGE OF PARK FOREST COOK COUNTY,
ILLINOIS, SUPPORTING THE GRANTING OF A GAMING LICENSE TO
OPERATE A GAMING FACILITY IN THE CITY OF CALUMET CITY**

WHEREAS, the Illinois Gaming Board (the “*Gaming Board*”) is accepting applications for the 10th owners license to operate a riverboat gaming operation (the “*License*”); and

WHEREAS, the City of Calumet City is an Illinois south suburban Cook County municipality, which is an ideally suited location for an entertainment, hospitality, retail and gaming facility; and

WHEREAS, the 1893 Entertainment Group LLC (the “*1893 Entertainment Group*”) has partnered with the City of Calumet City to submit an application for the License to operate a mixed use entertainment and gaming development; and

WHEREAS, the City of Calumet City understands that there is a dire need for economic development to improve and stimulate employment opportunities and business ventures in south suburban Cook County; and

WHEREAS, the location of an entertainment and gaming facility in the City of Calumet City will serve as an economic engine to assist in the revitalization of the Southland; and

WHEREAS, if the Gaming Board authorizes a casino in the City of Calumet City, as a host community Calumet City will be entitled to receive gaming revenue and is prepared to undertake such steps to ensure that gaming revenue will provide additional economic benefit to the communities of south suburban Cook County; and

WHEREAS, the City of Calumet City is prepared to enter into an intergovernmental revenue sharing agreement with approximately twenty-seven (27) south suburban Cook County communities with the lowest median household income for the distribution of a portion of its gaming revenue, which will also focus on providing special relief to those communities within the region that are the most economically distressed; and

WHEREAS, the City of Calumet City and 1893 Entertainment Group are further prepared to share revenue with local school districts in south suburban Cook County, on a per pupil basis, in order to increase the level of per pupil spending by school districts that are facing financial detriment; and

WHEREAS, the Corporate Authorities have determined that it is in the best interest of the community to support the granting of the License to 1893 Entertainment Group and such efforts by the City of Calumet City to serve as the host community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village

of Park Forest, Cook and Will Counties, Illinois, as follows:

Section 1. Expression of Support. The Mayor and Board of Trustees hereby express their support for the granting of the License to 1893 Entertainment Group in order to construct an entertainment, hospitality, retail and gaming facility in the City of Calumet City.

Section 2. Revenue Sharing Agreement. This Resolution shall serve as this community's express interest in entering into a revenue sharing agreement with the City of Calumet City and other similarly situated and participating south suburban Cook County municipalities.

Section 3. Certified Copy. The Village Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Mayor of the City of Calumet City for purposes of transmittal to the Illinois Gaming Board.

Section 4. Effective Date. This Resolution shall be in full force and effect immediately upon its passage.

PASSED this _____ day of _____, 2008.

APPROVED:

Mayor

ATTEST:

Village Clerk

AGENDA BRIEFING

DATE: October 31, 2008

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer, Director of Public Works

**RE: A RESOLUTION ESTABLISHING A PUBLIC WORKS EMERGENCY
INTERGOVERNMENTAL SERVICE AGREEMENT**

BACKGROUND/DISCUSSION: The Board adopted Resolution number R-01-66 on November 13, 2001 to provide an Emergency Mutual Aid Agreement in conjunction with the Northwest Municipal Conference and the West Central Municipal Conference. This agreement has been updated to conform to the Homeland Security requirements. The wording in this agreement is the same except for Section Thirteen where a sentence has been added stating; “Additionally, in conformity with Homeland Security Presidential Directives 5 & 8, this agreement acknowledges a need to function under the National Incident Management System (NIMS) and operate through the incident command system protocol.”

This sentence makes the agreement comply with FEMA so that the units of government will be eligible for reimbursement.

The Department of Public works recommends approval of this resolution.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the November 3, 2008 Regular Meeting for Board consideration and approval.

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING A PUBLIC WORKS EMERGENCY
INTERGOVERNMENTAL SERVICE AGREEMENT**

WHEREAS, the Public Works Advisory Committees of the South Suburban Mayors and Managers Association (SSMMA), the Northwest Municipal Conference (NWMC), and the West Central Municipal Conference (WCMC) have recognized the need to develop a joint mutual aid agreement for the purpose of equipment and personnel sharing; and

WHEREAS, the SSMMA, NWMC and the WCMC join together in situations which requires assistance from other participating member municipalities and townships in the form of personnel, equipment and material resources; and

WHEREAS, the SSMMA, NWMC and the WCMC developed the Northeastern Illinois Mutual Aid Network (NEIMAN) Public Works Emergency Mutual Aid Service Agreement to address area-wide equipment and personnel exchange for such emergency situations; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, that the Village of Park Forest gives full support and approval to the Northeastern Illinois Mutual Aid Network Public Works Emergency Intergovernmental Service Agreement, and authorizes it's the Village Manager to execute said agreement; and that the discretion for equipment use and general assistance is the prerogative of the Director of Public Works or his designee as provided for in the NEIMAN Service Agreement.

BE IT FINALLY RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Adopted this _____ day of _____, 20_____.

APPROVED:

ATTEST:

Mayor

Village Clerk

**PUBLIC WORKS
EMERGENCY MUTUAL AID
INTERGOVERNMENTAL SERVICE AGREEMENT**

SECTION ONE – PURPOSE

The Northeastern Illinois Mutual Aid Network (NEIMAN) Public Works Emergency Mutual Aid Intergovernmental Service Agreement (the “Service Agreement”) which has been adopted by Member municipalities and townships is made in recognition of the fact that natural or man-made occurrences may result in situations which are beyond the ability of an individual municipality or township to deal with effectively in terms of personnel, equipment, and material resources at a given time. In adopting the Service Agreement, each Member expresses its intent to assist Member jurisdictions by assigning some of its Member personnel, equipment, and material resources to an affected municipality as specific situation allow. The specific intent of this Service Agreement is to permit the Public Works Department of each Member to more fully safeguard the lives, persons, and property of all citizens.

SECTION TWO – DEFINITIONS

For the purpose of this Service Agreement, terms are defined as follows:

- A. **Aiding Member:** A Member from whom Mutual Aid is requested by a Stricken Member in the event of an emergency.
- B. **Council of Government:** An intergovernmental agency that provides local municipal governments technical assistance and joint services.
- C. **Director of Public Works:** An individual or his/her designee, who is designated by the appropriate Member as having primary responsibility for Public Works functions and emergencies as generally define herein.
- D. **Emergency:** An unforeseen or sudden event or condition arising in a Member’s territorial jurisdiction, or arising when transporting equipment, or vehicles through another Member’s jurisdiction, which results in an insufficiency of Public Works personnel, equipment, materials, or other related services such that the Member determines that it is necessary and advisable to request aid.
- E. **Member:** A unit of local government which has recognized Public Works Department and which is a party to this Service Agreement.
- F. **Mutual Aid:** Emergency responses and assistance to a Stricken Member by an Aiding Member in the form of public works personnel, equipment, materials, or other related services and resources.
- G. **Stricken Member:** A Member which requests aid in the event of an emergency.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

- A. Each Member hereby authorizes and directs its Director of Public Works to render and/or request Mutual Aid to or from the other Members in accordance with the policies and procedures which may be established from time to time by the Directors of Public Works of Member jurisdictions. The Mutual Aid rendered shall be to the extent of available personnel, equipment, and materials not required for adequate servicing of the Aiding Members. The judgment of the Director of Public Works of the Aiding Member shall be final as to the personnel, equipment and materials available.
- B. Whenever a Stricken Member requests Mutual Aid, pursuant to this Service Agreement, the Stricken Member's Director of Public Works shall notify any and all other Members of the nature and location of the occurrence and the type and amount of personnel, equipment, and materials requested from each Member.
- C. Upon receipt of a request for Mutual Aid, the Director of Public Works for that Member shall immediately:
 - 1. Determine the extent, if any, to which requested personnel, equipment and materials are available for Mutual Aid.
 - 2. Dispatch the requested personnel, equipment and materials to the extent available, to the location of the occurrence reported by the Stricken Member.
 - 3. Notify the Director of Public Works of the Stricken Member (or his/her designee) orally, in writing, or by any other reasonable means if any and all of the requested amount or type of personnel, equipment, or materials cannot be provided.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

- A. Personnel dispatched to aid a Stricken Member pursuant to this Service Agreement shall remain employees of the Aiding Members. Personnel rendering emergency Mutual Aid shall report for direction and assignment to the Director of Public Works of the Stricken Member and shall perform work only as assigned by the Director of Public Works of the Stricken Member (or his/her designee). However, both the Aiding Member and the Stricken Member are responsible to perform all work as set forth in the minimum safety guidelines established by local, County, State, and Federal agencies, including but not limited to, the Illinois Department of Labor and the Occupational Safety and Health Administration. The Aiding Member shall at all times have the right to withdraw any and all Mutual Aid upon the order of its Director of Public Works; provided, however, that the Aiding Member withdrawing such aid shall notify the Director of Public Works of the Stricken Member in the manner described in section 3.C.3 of the withdrawal of such Mutual Aid and the extent of such withdrawal.
- B. Each Member agrees to submit, as a condition of membership, resource lists of available equipment and supplies.

SECTION FIVE – COMPENSATION MUTUAL FUND

- A. Personnel, equipment, and/or services (excluding potable water supply and sewer collection) provided pursuant to this Service Agreement shall be at no charge to the Stricken Members. The cost of the materials used by the Stricken Member and furnished by the Aiding Members shall be reimbursed by the Stricken Member within 30 days after receipt of any such amounts. Nothing herein shall preclude a Stricken, or Aiding Member from seeking recovery of funds from any State or Federal Agency under any existing statutes.
- B. All Members agree to cooperate regarding the obtaining of State and Federal funds. Each Member shall maintain accurate records and documentation of all labor, equipment, materials, and related expenses associated with the rendering of mutual aid covered by this agreement. Copies shall be made available to Members upon request.

SECTION SIX – INSURANCE

- A. Each Member agrees to obtain and maintain at its sole expense insurance, including comprehensive general liability (with broad form property damage endorsement), auto liability, property damage and casualty, workers' compensation, and, if applicable, professional malpractice insurance, upon such terms as in each Member's judgement is best for the protection of itself, its personnel, officers, and equipment. The obligations of insurance set forth in this section may be satisfied by a Member's participation in a self-insurance plan or pool.
- B. A Stricken Member shall have no obligation to provide or extend insurance coverage to insure the personnel, property, or equipment of any Aiding Member, or to insure the acts or omissions of personnel of any Aiding Member.

SECTION SEVEN – INDEMNIFICATION

- A. Each Stricken Member requesting Mutual Aid in an Emergency pursuant to this Service Agreement hereby expressly agrees to indemnify, defend, and hold harmless any and all Aiding Members providing Mutual Aid during such Emergency and their officers, officials, employees, agents, attorneys, and representatives from any and all claims, demands, liability, damages, injury, causes of action, suits in law or in equity, costs and expenses which may arise out of, or may relate to such emergency. These indemnities shall include attorney fees and costs that may arise from providing Mutual Aid pursuant to this Service Agreement.
- B. Each Member receiving or rendering Mutual Aid in an Emergency hereby waives any and all claims against any other Member, its officers, agents, representatives, and employees, for compensation for any and all losses, claims, costs, expenses (including but not limited to attorney's fees), damages, personal injury or death arising in consequence of the performance of Mutual Aid during such an Emergency.
- C. Each Member, whether Aiding Member or Stricken Member, shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions, and workers' compensation claims for its employees. In addition, each Member shall pay any damage to equipment or clothing of, and any medical expenses incurred by, any of its employees in connection with the rendering of Mutual Aid.

SECTION EIGHT – NON-LIABILITY FOR FAILURE TO RENDER MUTUAL AID

No Member, nor its officers, officials, employees, agents, attorneys, or representatives shall be liable to any other Member, whether expressed or implied for its failure or refusal to render Mutual Aid pursuant hereto nor for the withdrawal of Mutual Aid in the Whole or in part, which has been provided pursuant to this Service Agreement.

SECTION NINE - EFFECTIVE DATE OF RESOLUTION AND SERVICE AGREEMENT

This Service Agreement shall be in full force and effect upon approval in the manner provided by law by at least three Council of Government Members by a resolution in substantially the form attached hereto (the “Resolution”), and upon the proper execution of the Service Agreement and delivery of such Resolution and Service Agreement to their Council of Government. After the Service Agreement is in force, any other municipality or township may become a Member upon approval, execution, and delivery of the Resolution and this Service Agreement to SSMMA, NWMC and the WCMC. The Council of Governments shall maintain a current list of all Members.

SECTION TEN – TERM; TERMININATION

- A. This Service Agreement shall remain in full force and effect from its effective date until it is terminated as provided in this section.
- B. Any Member may terminate its participation in this Service Agreement upon delivery of a certified resolution to the appropriate member Council of Government at least 90 days before that Member’s termination date, which must coincide with the last day of the calendar month. Such notice shall either be personally delivered or sent by certified mail. Return receipt requested.
- C. This Service Agreement shall terminate and be of no force on effect whenever there are fewer than three Members continuing to participate in the Service Agreement.

SECTION ELEVEN – AMENDMENT

This Service Agreement shall only be amended when a written instrument is approved, signed, and delivered to the Council of Government by three-fourths of the then-existing Members. Such amendment shall take effect seven business days after the Council of Government receives the required number of approved and signed instruments. The Council of Government shall thereafter notify each Member of such amendment.

SECTION TWELVE – SEVERABILITY

If any provision of this Service Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, such provision shall be severable from the remaining provisions of this Service Agreement, and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby, but such remaining provisions of the Service Agreement shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purposes and intent of the Service Agreement to the greatest extent permitted by applicable law.

SECTION THIRTEEN – GOVERNING LAW

This Service Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois. Additionally, in conformity with Homeland Security Presidential Directives 5&8, this agreement acknowledges a need to function under the National Incident Management System (NIMS) and operate through the incident command system protocol.

SECTION FOURTEEN – EXECUTION

This Service Agreement may be executed in multiple counterparts or duplicate originals or with multiple signature pages, each of which shall constitute and be deemed on in the same document.

AUTHORIZATION

The undersigned unit of local government hereby subscribes and approves the Public Works Emergency Mutual Aid Intergovernmental Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof. This signatory certifies that this Service Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

BY:

Village Manager
Village of Park Forest

Date of Signature

ATTEST:

Village Clerk

AGENDA BRIEFING

DATE: October 27, 2008

TO: Mayor Ostenburg
Board of Trustees

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

RE: Consideration of a Resolution authorizing the approval of a Lease Agreement between the Village of Park Forest and Enterprise Leasing Company of Chicago

BACKGROUND/DISCUSSION:

Enterprise Leasing Company of Chicago is located in Park Forest at 3270 Lincoln Highway. This office does not provide vehicle leasing services to customers. Rather, they service the Enterprise branch offices within the service area that actually lease vehicles to customers. As a result, they have a need for a significant amount of parking space and have found that they do not have sufficient parking on their existing lot. They have asked permission to lease parking space at the vacant Village-owned property at 3200 Lincoln Highway.

The attached Lease Agreement was prepared by the Village Attorney. It provides for a \$1,000 per month lease payment, as well as the required insurance certificate. The tenant will only be permitted to occupy the parking area on the back portion of the property because the parking area in front of the building is in poor condition. The lease term is only for the two months of November and December 2008 and thereafter it becomes a month-to-month lease.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of November 10, 2008, for Board consideration and approval.

RESOLUTION

**A RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT
BETWEEN ENTERPRISE LEASING COMPANY OF CHICAGO
AND THE VILLAGE OF PARK FOREST**

BE IT RESOLVED by the Village Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

SECTION 1. The Lease Agreement attached hereto and incorporated herein by reference as Exhibit A is hereby approved, subject to the review and approval of the Village Attorney.

SECTION 2. The Village Manager is directed and authorized to sign the Lease Agreement in substantially the form attached and the Village Clerk is directed and authorized to attest the signature of the Village Manager.

SECTION 3. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2008.

APPROVED:

ATTEST:

Village Mayor

Village Clerk

**LEASE AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST
AND ENTERPRISE LEASING COMPANY OF NEVADA**

THIS LEASE AGREEMENT is entered into this ____ day of _____, 2008, by the Village of Park Forest, an Illinois home rule municipal corporation (hereinafter referred to as "LANDLORD") and Enterprise Leasing Company of Chicago, a Nevada Corporation (hereinafter referred to as "TENANT").

WHEREAS, TENANT seeks to rent from LANDLORD the premises located at 3200 West Lincoln Highway, Park Forest, Illinois (hereinafter referred to as "PREMISES") for the parking of motor vehicles from TENANT'S facility located immediately adjacent to the premises at 3270 West Lincoln Highway, Park Forest, Illinois; and

WHEREAS, LANDLORD specifically finds that the PREMISES is currently surplus property and it is in the best interests of LANDLORD to lease the PREMISES to TENANT for the parking of motor vehicles (hereinafter referred to as "LEASE").

NOW THEREFORE, in consideration of the covenants and agreements stated herein, the parties agree that:

1.0 LEASED PROPERTY.

1.1 LANDLORD shall lease to TENANT the property commonly known as 3200 West Lincoln Highway, Park Forest, Illinois, excluding the portion of the PREMISES in front (north) of the building located on the PREMISES, which shall include the paved surface areas of the PREMISES for the sole purpose of parking motor vehicles. The PREMISES shall not include any buildings located on the PREMISES.

1.2 The PREMISES shall be and remain the sole property of LANDLORD and TENANT shall have only the privilege of use of the part thereof provided in this LEASE.

2.0 TERM OF LEASE.

2.1 The term of this LEASE shall commence November 11, 2008 ("Commencement Date") and end on December 31, 2008, unless terminated earlier by either party subject to the notice and termination provisions set forth in Section 9.0 and Section 14.0 below. This LEASE shall renew on a month-to-month basis thereafter, subject to the notice and termination provisions set forth in Section 9.0 and Section 14.0 below.

3.0 RENT.

3.1 The TENANT shall pay to the LANDLORD as rent for the PREMISES, the sum of \$1,000.00 per month. The rent for the month of November 2008 shall also be \$1000.00. Rental payments shall be due on or before the 15th day of each month that this LEASE is in effect. If TENANT fails to make a rent payment by the due date, this Agreement shall be subject to termination by LANDLORD. Further, any rent or other amounts to be paid by TENANT which

are not paid when due shall bear interest at the lower of 18% per annum or the highest legal rate which may be paid in the state of Illinois.

4.0 SECURITY DEPOSIT

4.1 TENANT shall make a security deposit with LANDLORD of \$1,000.00, payable seven (7) days after the effective date of this Agreement, which shall be held by LANDLORD, without liability for interest, as security for the faithful performance by TENANT of all terms, covenants and conditions of this Lease. The security deposit required by this paragraph shall not include any deposits required for utility service pursuant to paragraph 5.1. If TENANT has complied with all the terms, covenants and conditions of this Lease, the security deposit shall be returned to TENANT upon the completion of the term of this Lease.

5.0 UTILITY SERVICE AND OTHER COSTS.

5.1 TENANT shall pay for any and all utility service costs, including all costs associated with bringing utility service to the PREMISES, if applicable, and any applicable deposits.

5.2 TENANT shall be responsible for the provision of temporary signage on the PREMISES. Any temporary signs shall meet the requirements of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois.

5.3 TENANT shall be responsible for procuring and paying for any temporary use permits and any other applicable permits.

6.0 TENANT'S MAINTENANCE.

6.1 The TENANT shall at all times be responsible for the maintenance and repair of the PREMISES of whatsoever kind or nature, including, but not limited to, snow and ice removal.

6.2 TENANT shall secure the PREMISES from access by unauthorized persons.

6.3 LANDLORD and TENANT agree that the Premises shall be delivered "as is." All work not provided herein shall be performed by TENANT at TENANT's expense.

6.4 TENANT shall not, without the prior written consent of LANDLORD, make any alterations, improvements, or additions to the PREMISES.

6.5 TENANT shall at all times keep the Premises in good order, condition and repair and clean, sanitary and safe condition (including, but not limited to, doing such things as

are necessary to cause the Premises to comply with applicable laws, ordinances, rules, regulations and orders of governmental and public bodies and agencies).

6.6 At the expiration of the tenancy hereby created, TENANT shall surrender the PREMISES in the same condition as they were in on the Commencement Date, reasonable wear and tear and damage by unavoidable casualty excepted.

6.7 TENANT shall not cause or permit the use, storage, escape, disposal or release of any hazardous substances in or about the PREMISES.

7.0 INDEMNIFICATION

7.1 TENANT shall indemnify, hold harmless and defend LANDLORD, its commissioners, officers, employees and agents from any and all claims, suits, actions, costs and fees of every nature or description arising from, growing out of, or connected with the PREMISES, or the performance of this Lease, or because of any act or omission, neglect, or misconduct of TENANT, its employees, agents, contractors or subcontractors. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

7.2 Nothing contained herein shall be construed as prohibiting LANDLORD, its commissioners, officers, agents, or its employees, from defending, through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. TENANT shall be liable for the costs, fees and expenses incurred in the defense of any such claims, actions or suits.

8.0 INSURANCE.

8.1 TENANT shall maintain on the PREMISES at all times during the term of this Lease, or any renewal thereof, a policy or policies of comprehensive premises and operations liability and property damage insurance with not less than \$1,000,000.00 combined single limit for both bodily injury and property damage which policy or policies shall name LANDLORD as an additional insured. Said policy or policies shall require thirty (30) days advance written notice to LANDLORD prior to amendment or cancellation.

8.2 LANDLORD shall provide written proof of the insurance required in paragraph 8.1 above, including a certificate of insurance naming LANDLORD as an additional insured, prior to the execution of the LEASE.

9.0 TERMINATION.

9.1 LANDLORD OR TENANT may terminate this LEASE upon giving the other party thirty (30) days written notice of its intent to terminate the LEASE. TENANT shall

fully vacate the PREMISES within said thirty (30) days upon notice from LANDLORD, or upon TENANT'S notice of termination of the LEASE.

10.0 ACCEPTANCE OF PREMISES BY LESSEE.

10.1 The taking of possession of the PREMISES by the TENANT shall be conclusive evidence as against the TENANT that PREMISES are in good and satisfactory condition when possession of the same is taken, latent hidden defects excepted.

11.0 WAIVER.

11.1 No waiver of any breach of any one or more of the conditions or covenants of this LEASE by the LANDLORD or by the TENANT shall be deemed to imply or constitute a waiver of any succeeding or other breach under this LEASE.

12.0 AMENDMENT OR MODIFICATION.

12.1 Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed here, and that no amendment or modification of this LEASE shall be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of this LEASE.

13.0 QUIET POSSESSION.

13.1 LANDLORD shall warrant and defend the TENANT in the enjoyment and peaceful possession of the premises during the term.

14.0 NOTICES.

14.1 All notices required to be given under the terms of this LEASE shall be given by certified or registered mail or by personal service, addressed to the applicable party as follows:

For LANDLORD:

Thomas K. Mick
Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

For TENANT:

Denis Phelan
Regional Vice President
Enterprise Rent-A-Car, Inc.
3250 West Lincoln Highway
Park Forest, Illinois 60466

14.2 Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Either of the

parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

15.0 CHOICE OF LAW.

15.1 The laws of the State of Illinois shall apply to the interpretation of this LEASE.

16.0 LITIGATION EXPENSES.

16.1 If either the TENANT or the LANDLORD take legal action to enforce the provisions of this LEASE, the prevailing party shall be entitled to be reimbursed for its costs and reasonable attorney's fees.

17.0 ENTIRE AGREEMENT.

17.1 This LEASE constitutes the entire agreement and there are no representations, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, with respect to this agreement other than as contained herein.

17.2 This LEASE may not be modified, omitted or changed in any way except by written agreement duly signed by persons authorized to sign agreements on behalf of the LANDLORD and TENANT.

18.0 APPLICABLE LAW.

18.1 This LEASE shall be governed by the laws of the State of Illinois.

19.0 VENUE.

19.1 Venue for any action taken by either LANDLORD and TENANT, whether in law or in equity, to enforce the terms of this LEASE shall be in the Circuit Court of Cook County, Illinois.

20.0 SEVERABILITY.

20.1 If any of the provisions of this LEASE shall be deemed illegal, invalid, unconstitutional or unenforceable by any court of law having competent jurisdiction, such decisions shall not invalidate or negate the other remaining provisions of this LEASE.

21.0 SECTION HEADINGS.

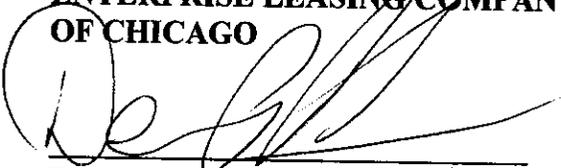
21.1 The section headings provided in this LEASE are for convenience only and shall not be deemed a part of this LEASE.

IN WITNESS WHEREOF the parties set their hands and seals as of the date first written above.

VILLAGE OF PARK FOREST

**ENTERPRISE LEASING COMPANY
OF CHICAGO**

By: Thomas K. Mick
Its: Village Manager



By: Denis Phelan
Its: Regional Vice President

ATTEST

ATTEST

By: Sheila McGann
Its: Village Clerk

By:
Its:

AGENDA BRIEFING

DATE: November 4, 2008

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Thorn Creek Bridge Replacement Preliminary (Phase I) Engineering Study
Resolution for Improvement by Municipality
Preliminary Engineering Services Agreement For Federal Participation

BACKGROUND/DISCUSSION: This item is a follow up to the Local Agency agreement for Federal Participation for the replacement of the Thorn Creek Bridge, Preliminary Engineering. This resolution provides Motor Fuel Tax (MFT) funding in the amount of \$80,000.00 for the Phase I Preliminary Engineering Study. The Highway Bridge Program will fund 80% of the costs for the Phase I study. The cost to the Village for this study will be \$16,000.00 after the 80% reimbursement.

The Department of Public works requests that the Board approve this resolution

The Department of Public works also requests approval of IDOT form BLR 05610, Preliminary Engineering Services Agreement for Federal Participation. This form authorizes Baxter & Woodman to perform the work necessary, under the direction of the Village, to complete the Phase I Preliminary Engineering Study. Baxter & Woodman will complete this work for a cost of \$80,000.00.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of November 10, 2008 for the Board's consideration and approval.

#5



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the MAYOR AND BOARD OF TRUSTEES of the VILLAGE of PARK FOREST Illinois
Council or President and Board of Trustees
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Thorn Creek Drive		@Bridge #099-6750	

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of ALL PRELIMINARY ENGINEERING (PHASE I) REQUIRED FOR THE RECONSTRUCTION OF THORN CREEK BRIDGE.

and shall be constructed N/A wide and be designated as Section 08-00093-00-BR

2. That there is hereby appropriated the (additional Yes No) sum of EIGHTY THOUSAND AND NO/100 Dollars (\$80,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by CONTRACT ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____

Date _____

Department of Transportation

Regional Engineer _____

I, SHEILA MCGANN Clerk in and for the VILLAGE of PARK FOREST
City, Town or Village
County of WILL, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the MAYOR AND BOARD OF TRUSTEES
Council or President and Board of Trustees at a meeting on November 3, 2008
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of November, 2008

(SEAL)

City, Town, or Village Clerk

AGENDA BRIEFING

DATE: November 4, 2008

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Thorn Creek Bridge Replacement Preliminary (Phase I) Engineering Study
Local Agency Agreement for Federal participation.

BACKGROUND/DISCUSSION: The Bridge crossing Thorn Creek at Thorn Creek Drive is inspected yearly. During these inspections structural deficiencies are rated. The Thorn Creek Bridge Rating is such that it is eligible for replacement under the Highway Bridge Program (HBP). This Federal program will fund 80% of the costs to replace the structure. The total estimated cost to replace this bridge, including design and construction engineering is \$825,000. This makes the Village share \$165,000.00. The Local Agency Agreement for Federal participation is for the Phase I Preliminary Engineering Study only. For this study the Village is required to pay for the study and will be reimbursed through the Illinois Department of Transportation. The cost to the Village will be 20% of \$80,000.00 which is \$16,000.00. Funding for this project has been budgeted in the current fiscal year under the MFT appropriations.

The Department of Public works requests that the Board enter into this agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular Meeting of November 10, 2008 for the Board's consideration and approval.



Illinois Department of Transportation

Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

LOCAL ROADS AND STREETS

Local Agency Agreement for Federal Participation – Phase I

Village of Park Forest

Route: Thorn Creek Drive over Thorn Creek

Section No.: 08-00093-00-BR

Project No.: BRM-9003(101)

Job No.: P-91-102-09

Will County

September 17, 2008

Mr. Kenneth A. Eyer, P.E.
Engineer/Director of Public Works
Village of Park Forest
350 Victory Drive
Park Forest, IL 60466

Dear Mr. Eyer:

Enclosed are six (6) copies of the Local Agency Agreement for Federal Participation for the above-referenced project.

We request that the Village President sign all copies of the Agreement with original signature and return five (5) copies to this office for final processing. In addition, please include a Location Map as Addendum #1 with each copy and provide the Tax Identification Number (TIN) on Page 4.

Please note that the Local Agency Appropriation will be \$80,000.00, which is the Total Cost of Preliminary Engineering Phase I.

If you have any questions or need additional information, please contact Temi Latinwo, Agreement Technician, at (847) 705-4179 or via email at DOTD1BLRS@dot.il.gov.

Very truly yours,

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer

A handwritten signature in black ink, appearing to read 'C. Holt'.

By:
Christopher J. Holt, P.E.
Bureau Chief of Local Roads and Streets

Enclosures

cc: Tara Orbon, Baxter & Woodman, Inc w/encl.

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Village of Park Forest	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 08-00093-00-BR	Fund Type HBP	ITEP Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-102-09	BRM-9003(101)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Thorn Creek Drive Route _____ Length 40 Feet
 Termini Bridge over Thorn Creek # 099-6750

Current Jurisdiction Village of Park Forest Existing Structure No 099-6750

Project Description

All Preliminary Engineering (Phase 1) required for the reconstruction of Thorn Creek Bridge.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	64,000	(*)		()	16,000	(BAL)	80,000
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 64,000		\$ _____		\$ 16,000		\$ 80,000

* Max. FHWA participation 80% Not to Exceed \$64,000.00

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____

METHOD B--- Monthly Payments of _____

METHOD C---LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name John A. Ostenburg

Title Mayor
County Board Chairperson/Mayor/Village President/etc.

Signature _____

Date _____

TIN Number _____

APPROVED

State of Illinois
Department of Transportation

Milton R. Sees, Secretary of Transportation

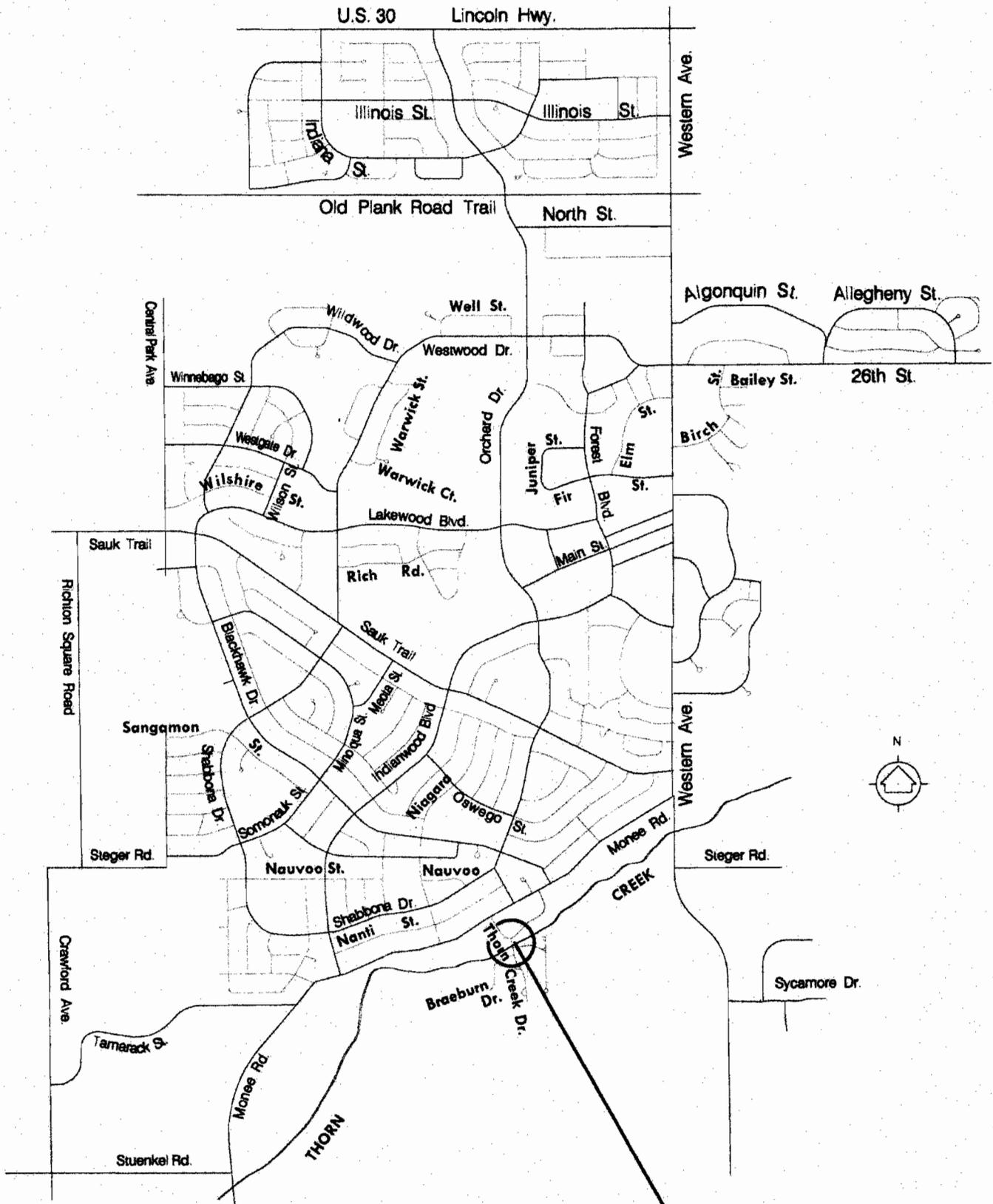
Date _____

Christine M. Reed, Director of Highways/Chief Engineer

Ellen J. Schanzie-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



THORN CREEK BRIDGE

LOCATION MAP

PARK FOREST IL.

AGENDA BRIEFING

DATE: November 4, 2008

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Thorn Creek Bridge Replacement Preliminary (Phase I) Engineering Study
Resolution for Improvement by Municipality Preliminary Engineering
Services Agreement for Federal Participation

BACKGROUND/DISCUSSION: This item is a follow up to the Local Agency agreement for Federal Participation for the replacement of the Thorn Creek Bridge, Preliminary Engineering. This resolution provides Motor Fuel Tax (MFT) funding in the amount of \$80,000.00 for the Phase I Preliminary Engineering Study. The Highway Bridge Program will fund 80% of the costs for the Phase I study. The cost to the Village for this study will be \$16,000.00 after the 80% reimbursement.

The Department of Public works requests that the Board approve this resolution

The Department of Public works also requests approval of IDOT form BLR 05610, Preliminary Engineering Services Agreement For Federal Participation. This form authorizes Baxter & Woodman to perform the work necessary, under the direction of the Village, to complete the Phase I Preliminary Engineering Study. Baxter & Woodman will complete this work for a cost of \$80,000.00.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of November 10, 2008 for Board consideration and approval.



October 27, 2008

Mr. Kenneth A. Eyer, P.E.
Village Engineer/Director Public Works
Village of Park Forest
350 Victory Drive
Park Forest, IL 60466

***Subject: Village of Park Forest – Thorn Creek Bridge Replacement
Preliminary (Phase I) Engineering Study
Section No: 08-00093-00-BR***

Dear Mr. Eyer:

The following items related to the subject project need to be executed and returned to us in order to further process the project with the Illinois Department of Transportation:

- Five (5) copies of the Resolution for Improvement in the amount of \$80,000;
- Five (5) copies of the Preliminary Engineering Services Agreement for Federal Participation between Baxter & Woodman, Inc. and the Village; and
- Six (6) copies of the Location Map, Addendum #1 (to be attached to the Local Agency Agreement for Federal Participation between the State and the Village).

The proposed improvements are to replace the Thorn Creek Bridge to provide two lanes and sidewalks in each direction, for a total width of approximately 36 feet. Baxter & Woodman, Inc. assisted the Village in obtaining Highway Bridge Program (HBP) Funds project in the amount of \$825,000 (\$660,000 Federal Share; \$165,000 Village Share). With these funds, the State requires the Village to pay the full engineering costs initially, and then later submit a reimbursement request for 80%. The Village's ultimate out-of-pocket cost for the preliminary Phase I engineering will be \$16,000.

Phase I preliminary engineering will include the creation of a project development report, bridge condition report, schematic drawings and environmental coordination documents. The total estimated project costs for each Phase of the project are as follows:

- Phase I Preliminary Studies (2009) - \$80,000

8840 West 192nd Street

Mokena, IL 60448

708.478.2090

Fax 708.478.8710

info@baxterwoodman.com



Mr. Eyer
Village of Park Forest

October 27, 2008
080286.10 • Page 2

- Phase II Design (2010) - \$65,000
- Project Construction (2011) - \$620,000
- Phase III Construction Engineering (2011) - \$60,000

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

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink that reads "Tara Orbon". The signature is written in a cursive, flowing style.

Tara A. Orbon, P.E.

TAO/bjt

Enc.

I:\PRKFT\080286-Thorn Creek Bridge\10-Proposal\Word\to Village Oct.08.DOC

Local Agency VILLAGE OF PARK FOREST	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant BAXTER & WOODMAN, INC
County Will		Address 8840 W. 192ND STREET
Section 08-00093-00-BR		City MOKENA
Project No.		State IL
Job No.		Zip Code 60448
Contact Name/Phone/E-mail Address MR. KEN EYER, P.E. (708) 503-7702 KEYER@VILLAGEOFPARKFOREST.COM		Contact Name/Phone/E-mail Address TARA ORBON, P.E. (708) 478-2090 TORBON@BAXWOOD.COM

THIS AGREEMENT is made and entered into this _____ day of _____, 2008 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name THORN CREEK BRIDGE REPLACEMENT Route n/a Length 100 ft Structure No. 099-6750
Termini BRIDGE APPROACH SLABS

Description **ALL PRELIMINARY ENGINEERING (PHASE 1) REQUIRED FOR THE RECONSTRUCTION OF THORN CREEK BRIDGE.**

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**EXHIBIT A - PRELIMINARY ENGINEERING
THORN CREEK DRIVE BRIDGE REPLACEMENT**

ROUTE: Thorn Creek Drive
 LOCAL AGENCY: Village of Park Forest
 (Municipality/Township/County)
 SECTION: 08-00093-00-BR
 PROJECT:
 JOB NO.:

METHOD OF COMPENSATION:
 COST PLUS FIXED FEE 1
 COST PLUS FIXED FEE 1
 COST PLUS FIXED FEE 1
 DIRECT LABOR MULTIPLE
 SPECIFIC RATE
 LUMP SUM

X 14.5% [(DL + R (DL) + OH (DL) +IHDC)
 14.5% [(DL + R (DL) + 1.4 (DL) + IHDC]
 14.5% [(2.3 + R) DL + IHDC]
 [(2.6 + R) DL] + IHDC

* FIRM'S APPROVED RATES ON FILE WITH IDOT'S
 BUREAU OF ACCOUNTING AND AUDITING:
 OVERHEAD RATE (OH) 157%
 COMPLEXITY FACTOR (R) 0
 CALENDAR DAYS

COST ESTIMATE OF CONSULTANT SERVICES IN DOLLARS

ELEMENT OF WORK	EMPLOYEE CLASSIFICATION	MAN. HOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD*	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS (IHDC)	PROFIT	TOTAL
MANAGE PROJECT									
MANAGE PROJECT	SR ENGINEER II	4	\$44.74	\$179.00	\$281.00			\$87.00	\$527.00
	SR ENGINEER I	29	\$39.90	\$1,157.00	\$1,816.00		\$100.00	\$446.00	\$3,519.00
TOPOGRAPHIC SURVEY									
TOPOGRAPHIC SURVEY	TECH	60	\$24.97	\$1,498.00	\$2,351.00			\$577.00	\$4,558.50
	CAD OP II	10	\$34.80	\$348.00	\$546.00		\$132.50	\$130.00	\$1,024.00
PROJECT DEVELOPMENT REPORT									
FINAL REPORT	SR ENGINEER II	5	\$44.74	\$224.00	\$351.00			\$89.00	\$704.00
	SR ENGINEER	40	\$39.90	\$1,596.00	\$2,505.00		\$40.00	\$595.00	\$4,696.00
	CAD OP II	16	\$34.80	\$557.00	\$874.00			\$208.00	\$1,639.00
	CLERICAL	8	\$23.26	\$186.00	\$292.00			\$89.00	\$547.00
PRELIMINARY BRIDGE AND HYDRAULIC REPORT									
PRELIMINARY BRIDGE AND HYDRAULIC REPORT	SR ENGINEER V	32	\$58.52	\$1,809.00	\$2,839.00			\$725.00	\$5,723.00
	SR ENGINEER II	55	\$44.74	\$2,461.00	\$3,863.00			\$917.00	\$7,241.00
	ENGINEER I	146	\$34.30	\$5,008.00	\$7,962.00			\$1,886.00	\$14,796.00
	CAD OP I	44	\$34.80	\$1,531.00	\$2,404.00			\$571.00	\$4,506.00
	CLERICAL	30	\$23.26	\$698.00	\$1,096.00			\$260.00	\$2,054.00
STRUCTURAL DESIGN									
BRIDGE CONDITION REPORT AND COST ESTIMATE	SR ENGINEER V	77	\$58.52	\$4,352.00	\$6,833.00			\$1,622.00	\$12,807.00
GEOTECHNICAL INVESTIGATION							\$ 5,512.00		\$5,512.00
TYPE, SIZE, & LOCATION STUDY	SR ENGINEER V	40	\$58.52	\$2,261.00	\$3,550.00			\$843.00	\$6,654.00
	CAD OP II	24	\$34.80	\$835.00	\$1,311.00			\$311.00	\$2,457.00
	CLERICAL	16	\$23.26	\$372.00	\$584.00			\$139.00	\$1,095.00
DESIGN SERVICES SUBTOTAL		636		\$25,072	\$39,358		\$0	\$6,135	\$80,000

IN-HOUSE DIRECT COSTS (INCLUDED IN TOTAL COST):
 VEHICLE EXPENSES - TRAVEL, 1034 MI @ \$0.505/MILE
 PRINTING AND SHIPPING - 20 SHIPMENTS @ \$9/ SHIPMENT =

SERVICES BY OTHERS (INCLUDED IN TOTAL COST):
 GEOTECHNICAL INVESTIGATION

\$522.50
 \$100.00

\$5,512.00

VILLAGE OF PARK FOREST
THORN CREEK BRIDGE REPLACEMENT
SECTION NO.: 09-00093-00BR

EXHIBIT C

PROJECT DESCRIPTION

Location

This PROJECT is located at the existing bridge carrying Thorn Creek Drive over Thorn Creek.

Description

This PROJECT will consist of all the phase one preliminary engineering for the replacement of the Thorn Creek Bridge.

ANTICIPATED PROJECT SCHEDULE

Action

Completion Date

Notice to Proceed from State

December 2008

Submit Preliminary Report / TS&L

April 2009

Submit Final Report

July 2009

Receive Design Approval

August 2009

VILLAGE OF PARK FOREST
THORN CREEK BRIDGE REPLACEMENT
SECTION NO.: 09-00093-00BR

EXHIBIT D

SCOPE OF SERVICES

MANAGE PROJECT – Plan, schedule, and control the activities that must be performed to complete the PROJECT including budget, schedule, and scope. Confer with LOCAL AGENCY (LA) staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT and to review available data. Prepare and submit monthly invoices and coordinate invoices from subconsultants. Attend one kick-off meeting with the LA to review the PROJECT and establish PROJECT criteria and establish clear lines of communication, and up to two progress meetings to review the Project Report prior to submittal to the DEPARTMENT.

TOPOGRAPHIC SURVEY - Perform topographic surveys of natural and manmade features within the Thorn Creek channel and roadway right-of-way in order to develop base sheets for Project Plan and profile drawings and cross sections. Stream cross sections will be surveyed in the vicinity of the culvert as required for hydraulic analysis.

FINAL REPORT

- Collect photographs of the existing conditions along the PROJECT route to assist with preparation of design drawings and exhibits. Obtain data of record, including utility atlas pages, to assist with the preparation of design drawings.
- Meet and coordinate the proposed improvements with the DEPARTMENT. Notify the necessary officials of the adjacent school of the construction as well as the Post Office and Police and Fire Departments. Notify and coordinate the proposed improvements with utility companies.
- Review accident records and provide accident countermeasures, where necessary.
- Prepare a Traffic Management Analysis that reports an overall strategy for accommodation of traffic through the PROJECT route during construction. Confer with LA staff, emergency services, and public transportation agencies to consider local impacts and concerns. Analysis will identify the preferred traffic control method(s) and construction staging method(s). Design a traffic maintenance plan and a construction staging plan for the proposed improvements.
- Prepare the Environmental Survey Request Form for the PROJECT with all associated exhibits. Perform a wetland delineation in the vicinity of the regulatory floodplain. Prepare a wetland mitigation and compensatory storage plan for work within regulatory wetland and floodplain areas. Prepare a Joint Application to the IEPA, IDNR, U.S. Army Corps of Engineers, and the DEPARTMENT for work within the regulatory floodway/floodplain.
- Review proposed improvements for right-of-way needs. Identify necessary temporary construction easements, permanent easements, or right-of-way acquisition in order to complete the proposed improvements.

- Design preliminary roadway cross sections at 100-foot intervals.
- Prepare a draft Local Project Development Report for Group II Categorical Exclusion and submit the report to the DEPARTMENT and the Federal Highway Administration for review and comment.
- Perform an in-house peer review and constructability review of the pre-final plans, specifications, and estimates of cost for the PROJECT.
- Revise the draft Local Project Development Report for Group II Categorical Exclusion in accordance with review comments from the DEPARTMENT and the Federal Highway Administration and submit the revised report for approval.

PRELIMINARY BRIDGE AND HYDRAULIC REPORT – Perform hydraulic modeling of crossed waterways and prepare Preliminary Bridge and Hydraulic Report for DEPARTMENT review and approval.

STRUCTURAL DESIGN

- **BRIDGE CONDITION REPORT AND COST ESTIMATE** – Prepare Bridge Condition Report and a preliminary engineer's estimate of cost.
- **GEOTECHNICAL INVESTIGATION** – Employ the services of a geotechnical subconsultant to take two 50-foot structural borings at each end of the proposed culvert. The geotechnical consultant will provide an analysis of the cores/borings and a soils report in accordance with the requirements of the DEPARTMENT.
- **TYPE, SIZE & LOCATION STUDY** – Prepare Type, Size, & Location Drawings for the proposed structure and submit to the DEPARTMENT for review and approval.

VILLAGE OF PARK FOREST
THORN CREEK BRIDGE REPLACEMENT
SECTION NO.: 09-00093-00BR

EXHIBIT E

BAXTER & WOODMAN, INC.
2008 SCHEDULE OF HOURLY WAGE RATES
AND OVERHEAD COSTS FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY WAGE RATES
Principal	\$56 to \$74
Senior Engineer	\$35 to \$62
Planner	\$42 to \$62
Construction Manager, Sr.	\$32 to \$55
Designer	\$36 to \$44
Resident Project Representative, Sr.	\$30 to \$44
Engineer	\$26 to \$42
Water/Wastewater Operations	\$32 to \$38
Construction Manager	\$28 to \$36
Resident Project Representative	\$20 to \$38
Staff Engineer	\$20 to \$34
CADD Operator	\$20 to \$36
Surveyor/Technician, Sr.	\$20 to \$30
Surveyor/Technician	\$16 to \$30
Administrative Assistant	\$12 to \$28
Secretary	\$10 to \$30
Technician	\$16 to \$26

General and employee overhead is 157% of employee compensation.

Mileage Charges – Same as the Mileage Charge set by the U.S. Internal Revenue Service.

Traffic Counters \$50/day.

VILLAGE OF PARK FOREST
THORN CREEK BRIDGE REPLACEMENT
SECTION NO.: 09-00093-00BR

EXHIBIT F & G

**Overhead* Rate as
Percentage Rate of Employee Compensation**

	Total Percent
Salaries	88.00%
Retirement plan	32.00%
Repairs	1.00%
Rents	6.00%
Taxes	1.00%
Interest	0.00%
Contributions	0.00%
Depreciation	7.00%
Dues & Subscriptions	1.00%
Utilities (Elec. etc.)	1.00%
Insurance	1.00%
Professional Services	3.00%
Office Supplies & Services	4.00%
Advertising & Promotion	0.00%
Computer Service	5.00%
Convention & Seminars	2.00%
Recruitment & Relocation	0.00%
Vehicle Maintenance	0.00%
Reproduction	2.00%
Postage	0.00%
Travel	2.00%
Testing	0.00%
Entertainment	0.00%
Uncollectible Accounts	0.00%
Misc. Services & Expenses	1.00%
IDOT Approved Rate	157.00%

*Payroll Burden and Indirect Cost

VILLAGE OF PARK FOREST
THORN CREEK BRIDGE REPLACEMENT
SECTION NO.: 09-00093-00BR

IN-HOUSE DIRECT EXPENSES

Mileage: (rounded to nearest dollar)

-Manage Project	3 trips to Village Hall	78 miles x 0.505 = \$40
	3 trips to IDOT	306 miles x 0.505 = \$155
-Topographic Survey	3 trips Mokena to site	78 miles x 0.505 = \$40
	1 trips Burlington, WI to site	220 miles x 0.505 = \$111
-Preliminary Bridge and Hydraulic Report		
	1 trip Crystal Lake to site	174 miles x 0.505 = \$88
-Structural Design	1 trip Crystal Lake to site	174 miles x 0.505 = \$88

Printing/Reproduction	5 page plan set/ 6 sf per sheet	
	30 sf per set	
1 utility submittals x 10 x 4 utility co. =	40	
3 agency submittals x 30 =	150	
3 IDOT submittals x 30 =	150	
3 Village submittals x 30 =	<u>150</u>	
	490 use 490 sf x \$0.10 =	\$49

Shipping/Postage: \$5/shipment

1 utility submittal x \$5 x 4 utility companies =	\$20
2 agency submittals x \$5 =	\$10
2 IDOT submittals x \$5 =	\$10
2 Village submittals x \$5 =	\$10



office: 1-847-870-0544
fax: 1-847-870-0661
www.soilandmaterialconsultants.com
us@soilandmaterialconsultants.com

May 8, 2008
Proposal No. 10,792

Ms. Tara Orbon, P.E.
Baxter & Woodman, Inc.
8840 West 192nd Street
Mokena, Illinois 60448

Re: Geotechnical Investigation – Phase I
Thorn Creek Bridge Replacement
Park Forest, Illinois

Dear Ms. Orbon:

Submitted for your consideration is our proposal to provide the requested subsurface soil investigation, engineering evaluation and report for the above referenced Phase I bridge replacement improvements. Our services will be provided in accordance with the guidelines stated below.

Field Investigation

We propose the layout of 2 borings at the requested locations (1 per abutment) and in areas accessible to our truck mounted drilling equipment. We will contact JULIE for location of public utilities.

The borings will be power auger drilled and soils sampled using a split barrel sampler at intervals of 2.5 feet within 30.0 feet of the surface and at intervals of 5.0 feet below this depth. The borings will extend to anticipated depths of 75.0 feet. Additional boring depth and sampling may be necessary if an estimated pile capacity of 65 tons has not been achieved at this depth.

Laboratory Testing

Soil samples will be returned to our laboratory for review and tested to determine moisture content. Competent samples of cohesive soils will be tested further to determine dry unit weight and unconfined compressive strength. Additional testing may be needed based on the results of the field investigation and laboratory testing.

Engineering Evaluation, Report

The field investigation and laboratory testing will be completed under the direction of a Registered Professional Engineer. Preliminary information will be available upon request. Upon completion of the investigation an engineering evaluation will be completed and a report prepared. The report will present our findings and recommendations including magnitude of allowable bearing pressure for footing foundations and caisson foundations, estimated pile lengths for deep foundations and other considerations.

8 WEST COLLEGE DRIVE • ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING
TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL

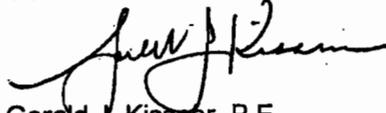
Charges

Our unit charges and the estimated total cost for the investigation are indicated on the attached Schedule of Fees. Final billing will be based on this schedule. If additional services are requested that are beyond the scope of the proposed investigation, they will be provided at our established unit prices.

Your consideration of this proposal is appreciated. The attached General Conditions are understood to be part of this proposal. If acceptable, please execute and return one copy to our office. Should you have any questions concerning the scope of the investigation, please let us know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.



Gerald J. Kissner, P.E.
President

GJK:ek

Proposal Accepted By:

Client _____
Street _____
Town _____ State _____ Zip Code _____
Phone () _____ Fax () _____
Signature _____ Position _____
Printed Name _____ Date _____

SCHEDULE OF FEES – SUBSURFACE SOIL INVESTIGATION

Field

Utility Location	1 hr.	\$ 80.00 /hr.	\$ 80.00
Mobilization	1	\$ Lump Sum	\$ 800.00
Drilling (2 at 75')	150 ft.	\$ 14.00 /ft.	\$ 2,100.00
Split Barrel Sampling	42 ea.	\$ 8.00 ea.	\$ 336.00

Laboratory

Moisture Content	42 ea.	\$ 3.00 ea.	\$ 126.00
Unit Weight	42 ea.	\$ 3.00 ea.	\$ 126.00
Unconfined Compressive Strength	42 ea.	\$ 6.00 ea.	\$ 252.00

Report

Senior Engineer (P.E.)	10 hr.	\$ 130.00 /hr.	\$ 1,300.00
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Estimated Cost:	\$ 5,120.00
Contingency for Weak Soil:	\$ 392.00
Total Not to Exceed::	\$ 5,512.00

TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to \$100,000 or the fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.

AGENDA BRIEFING

DATE: November 4, 2008

TO: Mayor John A Ostenburg
Board of Trustees

FROM: Thomas K. Mick, Village Manager
Lawrence G. Kerestes, Director of Community Development

RE: AN ORDINANCE AMENDING CHAPTER 98 (“TAXATION”), ARTICLE VII (“REAL ESTATE TRANSFER TAX”) OF THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

BACKGROUND/DISCUSSION:

In the continuing process to level the playing field for all forms of housing within the Village, the Village is looking to amend its Real Estate Transfer Tax Ordinance to address the transfer of shares in real estate in the Cooperative Housing Community. The Village code has long required that a transfer tax be paid whenever an interest in real estate has been transferred. The State of Illinois, Cities of Chicago & New York, and other entities have enacted administrative regulations interpreting their transfer tax laws or ordinances. These administrative regulations make it clear that the tax is imposed on *all* transfers of real estate regardless of what form they take, including “transfers of title to real estate” or “transfer on an interest in real estate” or “transfer of shares in real estate.” In other words, all that matters is that a transaction has taken place which changes which individuals have the right to occupy and possess a particular parcel of real estate. If such a transaction has taken place, it is a taxable event. The administrative regulations issued by the State and the Cities of Chicago & New York specifically mention, among other things, that transfers in stock in cooperative housing corporations are subject to the transfer tax. The State's transfer tax law and the Chicago's transfer tax ordinance are written in a similar style to Park Forest's, so they are all subject to the same interpretations. This common sense interpretation has the beneficial effect of treating all real estate transactions equally.

The Village attorney has advised staff that the Village's current ordinance allows the Village to capture taxes on cooperative transfers. However, without a mechanism requiring that stock transfers be reported to the Village, we have no way of knowing when a coop unit is sold. Accordingly, the attached ordinance imposes a requirement that the corporation itself not accept the stock transfer unless the corporation receives proof of the tax payment. This ordinance mirrors the state law imposes a similar duty on banks which hold land trusts.

In August of this year, Village Officials met collectively with the Board Presidents and Property Managers for all five Park Forest Cooperatives. The attached ordinance, drafted by Village Attorney Paul Stephanides, was done so as a result of this meeting and with guidance offered by the Cooperative representatives. Additionally, the draft ordinance was shared

with each of the 5 Housing Cooperatives in mid-September so as to solicit additional feedback. Finally, each of the impacted entities has been made aware of the Village's time line for review as follows:

October 20, 2008 - First Reading
November 3, 2008 - Rules Discussion
November 10, 2008 - Final Reading & Adoption
January 1, 2009 - Implementation

Should the Board proceed according to the above time line, sessions would take place with the Cooperatives in late-November/early-December with the intent to clearly define administering and implementation of the Cooperative Share Transfer Stamp.

SCHEDULE FOR CONSIDERATION: This item will appear for Final Reading on the Agenda of the Regular meeting of November 10, 2008 for your consideration.

ORDINANCE NO.

**AN ORDINANCE AMENDING CHAPTER 98 (“TAXATION”),
ARTICLE VII (“REAL ESTATE TRANSFER TAX”)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS**

WHEREAS, Chapter 98 (“Taxation”), Article VII (“Real Estate Transfer Tax”) of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois (“Village Code”), imposes a transfer tax on the privilege of transferring title to real estate or transfer of an interest in real estate or transfer of shares in real estate located in the Village of Park Forest; and

WHEREAS, an ownership interest in a real estate cooperative constitutes a beneficial interest in real estate pursuant to Section 98-198 of the Village Code; and

WHEREAS, the Mayor and Board of Trustees have determined that it is appropriate to Chapter 98, Article VII of the Village Code to clarify existing law that transfers of shares in real estate cooperatives, regardless of the form a transfer takes, are subject to the Village’s transfer tax, and this Ordinance is intended to be declarative of existing law.

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. Village Code Amended. Chapter 98 (“Taxation”), Article VII (“Real Estate Transfer Tax”) 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:

Section 98-198. Tax imposed; rate.

There is imposed a tax upon the transfer of title to real estate or an interest or shares in real estate located within the municipal boundaries of the village. “Transfer of title to real estate” or “transfer of an interest in real estate” or “transfer of shares in real estate” shall include, but not be limited to:

(a) Transactions as evidenced by the recordation of a deed by any person, ~~or~~

(b) An assignment of an interest in ~~such~~ real estate, whether vesting the grantee or assignee with the beneficial interest in or legal title to ~~such~~ real estate or the possession or use thereof for any purpose, such as interests or shares in real estate cooperatives, or to secure future payment of money or the future transfer of any real estate.

The tax imposed shall be \$5.00 for every \$1,000.00 value or fraction thereof as stated in the declaration required in this article.

Sec. 98-199. Tax liability.

The liability for the payment of the tax imposed pursuant to this article shall be borne by the grantor or assignor named in the document or deed of conveyance or assignment of interest; provided, however, it shall be unlawful for the grantee or assignee to accept any conveyance or assignment of an interest or sale of shares in real estate if the real estate transfer tax has not been paid. If the tax has not been paid and the stamps affixed to the document or deed of conveyance or assignment of interest or sales of shares, then the grantee's or assignee's title or assignment shall be subject to the lien provided in this article and the grantee or assignee shall be liable for payment of the tax. The tax imposed shall be in addition to any and all other taxes.

Sec. 98-200. Declaration of transfer.

(a) At the time the tax imposed under this article is paid, there shall also be presented to the village clerk, on a form prescribed by the clerk, a declaration signed by at least one of the grantors or assignors and at least one of the grantees or assignees involved in the transaction or by their respective attorneys or legally authorized agents, which declaration shall state, at a minimum, the full consideration for the transfer or sales of shares, a legal description of the subject real estate, the street address of the real estate and the date of transfer or sale. The declaration shall be deemed a confidential record by the village clerk. Where the declaration is signed by an attorney or agent on behalf of the grantors or assignors who have the power of direction to transfer title or interest in real estate or sale of shares in real estate under a land trust agreement, the trustees being the mere repository of record legal title with a duty to transfer any title or interest only when directed in writing by the beneficiaries having the power of direction, the attorney or agent need only identify the land trust which is the repository of record legal title and not the beneficiaries having the power of direction under the land trust agreement.

(b) A signed copy of the real estate transfer declaration required pursuant to section 3 of the Real Estate Transfer Law (35 ILCS 200/31-3) of the state shall be filed with the village clerk at the time of payment of the tax imposed by this article.

(c) No trustee under a trust agreement holding title to real estate shall accept an assignment of beneficial interest of the trust for real estate located within the village, and no cooperative housing corporation, as defined by Section 216 of the Internal Revenue Code, 26 U.S.C. § 216, as amended, shall accept a transfer of shares in the corporation without first obtaining a real estate transfer declaration from the assignor and assignee and unless the revenue

stamps in the required amount, as set forth in this article, shall have been affixed to the assignment.

* * * *

Sec. 98-202. Collection of tax; revenue stamps required.

(a) The tax levied and imposed pursuant to this article shall be collected by the village treasurer through the sale of revenue stamps, which shall be prepared by the treasurer in such quantities as the treasurer may from time to time prescribe. No stamps shall be sold to be affixed to a deed, assignment or other document of conveyance or sales of shares if the applicable real estate ~~to be conveyed thereby~~ is the subject of any outstanding bill owing to the village, including, but not limited to, water bills, certificate of occupancy fee, permit fees, fines, liens, weed or grass removal, demolition costs, rubbish removal or garbage collection, until all amounts owing to the village have been paid in full.

(b) Revenue stamps shall be available for sale during the regular business hours at the village hall or at other locations designated by the village treasurer. Upon payment of the tax levied and imposed pursuant to this article, the revenue stamps so purchased shall be affixed to the deed, assignment or other document of conveyance or sale of shares. Any person so using and affixing a revenue stamp shall cancel it and so deface it as to render it unfit for reuse by marking it with his initials and the day, month and year when the affixing occurs. Such markings shall be in indelible ink or by perforation with a machine or punch; provided, however, any revenue stamp shall not be so defaced as to prevent ready determination of its denomination and genuineness.

Sec. 98-203. Lien and foreclosure of lien.

If a deed or document of conveyance or sale of shares is filed for recordation or there is an assignment of beneficial interest in real estate located within the village, which is subject to the tax imposed pursuant to this article, without the required revenue stamps affixed, a lien is declared against the real estate in the amount of the tax. The fact that a deed, document ~~or~~ of conveyance or assignment or document evidencing sale of shares does not contain a village revenue stamp in an amount equal to five times the amount of the state transfer tax shall constitute constructive notice of the lien. The lien may be enforced by proceedings to foreclose, as in cases of mortgages or mechanics liens. Suit to foreclose must be commenced within three years from the recordation or sale date. Nothing in this section shall be construed as preventing the village from bringing a civil action to collect the tax imposed pursuant to this article from any person who has the liability for payment, including interest and penalties as provided in section 98-204.

Sec. 98-204. Failure to pay tax; interest and penalties.

(a) Whenever any person shall fail to pay any tax imposed in this article or whenever any grantee as assignee shall accept a conveyance or sale of shares where the tax has not been paid, the village attorney shall, upon the direction of the village manager, bring or cause to be brought an action to enforce the payment to the tax, including interest and penalties as provided in this section, on behalf of the village, in any court of competent jurisdiction.

(b) If a person fails to pay the tax imposed pursuant to this article, when the tax shall be due, interest shall accumulate and be due upon the tax at the rate of one percent per month commencing as of the first day following the day when the tax became due. In addition, a penalty of ten percent of the tax and interest due shall be assessed and collected against any person who shall fail to pay the tax imposed by this article.

(c) Any person found guilty in a court of competent jurisdiction of violating, disobeying, omitting, neglecting or refusing to comply with or resisting or opposing the enforcement of any section of this article, upon conviction thereof, shall be punished by a fine of not less than \$200.00 nor more than \$1,000.00 for the first offense.

Section 3. 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 4. Effective Date. This Ordinance shall be take effect from and after its passage and approval and publication as required by law on January 1, 2009.

PASSED this ____ day of _____, 2008.

APPROVED:

ATTEST:

Mayor

Clerk

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