

AGENDA

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

Village Hall

8:00 p.m.

February 22, 2010

Roll Call

1. Request for Proposal for Audit Services
2. Request to Enter into Local Agency Agreement with the State of Illinois for Route FAU 2836 (Orchard Drive) from US Route 30 to Sauk Trail to Orchard Drive
3. Request approval of a MFT Resolution Appropriating Funding for Phase II Design Engineering for the Orchard Drive improvement
4. Request to Enter into Phase II Engineering Services Agreement with Baxter & Woodman for Route FAU 2836 (Orchard Drive) from US Route 30 to Sauk Trail.
5. A Motion to Approve a Contract for Fire Hydrant and Hydrant Valve Improvements
6. A Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code and Municipal Estimate of Maintenance Costs
7. A Resolution Authorizing Amendments to a Site Lease Agreement Between the Village and Sprintcom Nextel
8. A Resolution Authorizing the Execution of an Intergovernmental Equipment Purchase Agreement with the Southcom Municipalities.

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall

AGENDA BRIEFING

DATE: February 18, 2010

TO: Mayor John Ostenburg
Board of Trustees

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

RE: Request for Proposal for Audit Services

BACKGROUND/DISCUSSION: The Village has had a policy of periodically bidding audit services. This last occurred in 2005 and a five year contract was approved. In 2009 the cost for audit services incurred was \$43,700.

In January, Village staff solicited requests for proposal for audit services. Seven capable audit firms responded to the request. The request for proposal and results of the RFP are attached. Baker Tilly Virchow Krause, LLP submitted the low bid. In fact, their bid for the first four years of the contract was lower than the current price paid of \$43,700. Staff would like to believe that this is a reflection of the quality of the records in place when the audit team arrives. The Village has used Baker Tilly Virchow Krause, LLP as the Village auditors for the past five years and has been satisfied with the professionalism of the auditors and the quality of the financial statements prepared. They have also made useful suggestions which have improved internal controls and financial reporting.

Therefore, staff is recommending that the Board approve a five year contract with Baker Tilly Virchow Krause, LLP for the following fees:

2010	\$39,600
2011	40,400
2012	41,600
2013	42,800
2014	44,100

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular meeting of February 22, 2010 for your consideration and approval.

**VILLAGE OF PARK FOREST
RESULTS OF RFP FOR AUDIT SERVICES
FEBRUARY 2010**

	<u>McGladrey & Pullen, LLP</u>	<u>Wolf & Company, LLP</u>	<u>Sikich LLP</u>	<u>Miller Cooper & & Co., Ltd.</u>	<u>Baker Tilly Virchow Krause</u>	<u>Clifton Gunderson LLP</u>
<u>2010</u>	49,900	51,100	45,000	declined -- fees would be 20% higher than 2009 fees or \$52,440	39,600	40,000
<u>2011</u>	51,300	52,700	46,350		40,400	41,000
<u>2012</u>	52,700	54,300	47,750		41,600	42,000
<u>2013</u>	54,200	55,900	49,200		42,800	43,000
<u>2014</u>	<u>55,700</u>	<u>57,600</u>	<u>51,700</u>		<u>44,100</u>	<u>44,000</u>
Combined 5 Years:	<u>263,800</u>	<u>271,600</u>	<u>240,000</u>	<u>0</u>	<u>208,500</u>	<u>210,000</u>

Village of Park Forest Request for Proposal

INTRODUCTION

General Information

The Village of Park Forest is requesting proposals from qualified firms of certified public accountants to audit the Village's financial statements for the fiscal year ending June 30, 2010, through the fiscal year ending June 30, 2014. The continuation of the contract after each year is solely at the discretion of the Village of Park Forest.

There is no expressed or implied obligation for the Village of Park Forest to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, all proposers must submit three copies of the proposal no later than 11:00 a.m. on February 11, 2010, to:

Mary G. Dankowski
Deputy Village Manager/Finance Director
Village of Park Forest
350 Victory Drive
Park Forest, IL 60466

During the evaluation process, the Village reserves the right to request additional information or clarifications from proposers or to allow corrections of errors or omissions.

The Village of Park Forest reserves the right to retain all proposals submitted and to use any ideas in the proposals regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village of Park Forest and the firm selected.

It is anticipated the selection of a firm will be completed and a contract awarded by March 11, 2010.

Term of Engagement

The Village of Park Forest expects to enter into a five year contract, subject to annual review by the Finance Director, the satisfactory negotiation of terms, including a price acceptable to both the Village of Park Forest and the selected firm, and the concurrence of the Village Board.

In the event of a merger of the audit firm with another firm or certified public accountant(s) or the change of partners to the audit firm, this contract will be transferable to the successor firm with the approval of the Village.

No contract awarded by the Village of Park Forest shall be assigned, transferred or any part subcontracted without the written approval of the Finance Director.

Scope of Work to be Performed

To meet the requirements of this request for proposal, the audit shall be performed in accordance with Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants. These audits are to be performed in accordance with the provisions included in this request for proposal. The Village of Park Forest desires the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with Generally Accepted Accounting Principles.

The auditor shall also be responsible for preparing the supplementary information required by the Government Accounting Standards Board as mandated by Generally Accepted Auditing Standards.

The audit report will be prepared according to program requirements of the Government Finance Officers' Association Certificate Program. The Village staff will prepare the transmittal letter, the management's discussion and analysis and statistical schedules. The auditor will review the transmittal letter, the management's discussion and analysis and statistical section for consistency.

The auditors shall provide to the Village all audit adjustments including the appropriate backup documentation and will meet with staff, if requested, to discuss these final adjustments.

Irregularities and Illegal Acts

The auditors shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Village Manager.

Reports to be Issued

Following the completion of the audit of the fiscal years' financial statements, the auditor shall issue a report on the fair presentation of the general-purpose financial statements in conformity with Generally Accepted Accounting Principles. The most current reports for the Village of Park Forest are included with this request.

The auditor shall prepare the following reports at the completion of the audit, including any electronic filing that is required:

1. A Comprehensive Annual Financial Report on the examination of the financial statements of the Village including all funds and account groups. The auditor will prepare all financial statements and notes to the financial statements. The Village will prepare the transmittal letter, the management's discussion and analysis and statistical section of the CAFR.
2. A report on the financial statements, internal control and compliance in accordance with the audit guide and standards for compliance with Single Audit Act of 1984 and OMB circular 133. This includes the preparation of Form SF-FAC.
3. The annual supplemental report required by the Office of the Comptroller of the State of Illinois (AFR).
4. A management report containing comments and recommendations regarding a municipality's system of internal controls; that is, its methods of safeguarding its assets, insuring the accuracy of its financial information, promoting efficiency and adhering to municipal policies. This letter should contain comments and recommendations for controlling any internal weaknesses discovered and shall be reviewed by the Finance Director before finalizing.
5. Response to prior year comments from the Government Finance Officers Association relating to the Certificate of Achievement for Excellence in Financial Reporting Award Program.
6. Tax Increment Financing (TIF) District report. The Village has two TIF districts. The Downtown TIF district was restructured in 1997. The most current TIF report is included and the Village of Park Forest requires this report each fiscal year. The Norwood TIF was created in 2005. As of this date a report has not been required due to the scope of financial activity.
7. A Component Unit – Park Forest Public Library report. The most current Library report is also included and the Village requires this report each fiscal year.
8. The Illinois Department of Insurance Annual Reports for the Fire and Police Pension Funds. All census information shall be provided by the Village as well as investment activity.

The Village of Park Forest may require, from time to time, additional reports that are submitted to various granting agencies, such as the Illinois Department of Commerce and Economic Opportunity. It is understood that these reports are not to be included with the costs for this proposal and will be negotiated on a separate, as needed, basis.

Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five years, unless the firm is notified in writing by the Village of Park Forest of the need to extend the retention period. The auditor will be required to make any and all working papers available, upon request, to the Village of Park Forest.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing significance.

DESCRIPTION OF THE GOVERNMENT

Principal Contact

The auditor's principal contact who will coordinate the assistance to be provided by the Village of Park Forest to the auditor will be Stephanie Rodas, Assistant Finance Director, 708-283-5626.

Background Information

Park Forest was built in 1948 to house the GIs returning from World War II. A planned community based on the "greenbelt" model, Park Forest has been recognized for its design and used as a model for towns throughout the world. The Village of Park Forest has received several livability awards including two All-America City Awards, two Governors Home Town Awards and, its downtown redevelopment (TIF) received the Burnham Award for excellence in planning.

Located approximately 30 miles south of downtown Chicago, Park Forest (population 23,462) is part of both Cook and Will Counties. It is bordered by Chicago Heights, Matteson, Olympia Fields, Richton Park and University Park. Interstate Highway 57 is less than three miles to the west and the Calumet Expressway eight miles to the east thus providing easy access to all of the major highways in the Chicago area. Midway and O'Hare airports are both less than an hour away. Park Forest residents have easy access to three Metra commuter rail line stations. The Metra makes 80 daily train trips to downtown Chicago. The trip takes as little as 50 minutes during rush hour.

As for municipal services, Park Forest residents enjoy expert police, fire, public works, housing authority and health services, including one of the few municipally-operated health departments in Illinois, complete with home and public health care services. Park Forest boasts a three-minute response time to fire/EMS calls and a well below-average crime rate compared to most municipalities in the five-county Chicagoland region. Unlike other communities that purchase and distribute Lake Michigan water and are

affected by summer shortages, Park Forest drills, processes and distributes its own well water, supplying high-quality, purified softened water that is abundant year-round.

Park Forest's greatest amenities are recreational, cultural and the high level of service provided by its local government. The 2,000 acres of parks, recreation facilities and open land in Park Forest are the largest per capita in the State and offer access to more recreational opportunities than communities twice its size. In addition to numerous playgrounds, ball fields and picnic facilities, the Village contains tennis courts and a swimming complex. The Village's "pioneers" placed great emphasis on planting trees, both in the parks and along the Village's developing road system. The urban forest matured, along with the Village. Today, it provides an enormous asset to the Village yet it is a challenge to maintain.

The Village's 2010 Budget, adopted by the Village Board, was \$39.4 million, excluding the Library. The budgeted capital improvements for 2010 total \$10.1 million.

The Village participates in the Intergovernmental Risk Management Agency (IRMA) which is an organization of municipalities and special districts in Northeastern Illinois which have formed an association under the Illinois Intergovernmental Cooperation's Statute to pool its risk management needs. The Village pays annual premiums to IRMA for its workers' compensation, general liability and property coverage. The Village assumes the first \$2,500 of each occurrence and IRMA has a mix of self-insurance and commercial insurance at various amounts above that level.

The Village of Park Forest uses an independent actuary to determine the Village's required contribution to its Police and Fire Pension Funds.

The Village of Park Forest strongly endorses the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program and has been awarded the Certificate for the last thirteen fiscal years since Fiscal 1996. It is the intent of the Village of Park Forest to continue its participation in this program.

The Village of Park Forest Finance Department provides the budgetary, accounting, auditing, information systems, payroll, water billing, accounts receivable, collections and accounts payable functions. The Department has a staff of eleven full time and four part time employees.

The Village of Park Forest prepares its budgets following the Budget Act, which is a basis consistent with Generally Accepted Accounting Principles.

Fund Structure

The Village of Park Forest accounts are organized on the basis of funds and account groups in accordance with Generally Accepted Governmental Standards. The day-to-day transactions are conducted with the aid of a computerized governmental accounting system. The computer hardware is server based and the financial accounting software is supported by Harris/Municipal Software, Inc. of Libertyville, IL. The Village uses personal computers on a Windows NT network platform.

The Village of Park Forest uses the following fund types and account groups in its financial reporting:

Fund Type	Number of Funds	Number of Funds Budgeted
General	1	1
Special Revenue	8	8
Debt Service	1	1
Capital Project	1	1
Enterprise	7	7
Internal Service – Vehicle	1	1
Pension Trust – Police/Fire	2	2
Agency – Garden House	1	0
Blended Component Unit – Housing, Police and Fire Pension	3	3
Discretely Presented Component Unit – Library	1	1

TIME AND REPORT REQUIREMENTS

Audit Calendar

The Village of Park Forest has a fiscal year end of June 30. The auditors must be able to meet the following essential dates for the fiscal year audit:

Fieldwork completed by the second week of October.
Draft reports completed by the first week of November.
All final printed and bound reports by December 10th.

The final reports must be received by December 10th. Failure to deliver the final reports by this date may result in a 15% reduction of the audit fee.

Report Requirements

The independent auditor shall type, reproduce and assemble the following reports:

1. Eighty-five (85) copies of the Comprehensive Annual Financial Report.
2. Five (5) copies of the Municipal Annual Supplemental Report (AFR) for the Office of the State Comptroller (in addition to preparing the on-line report).
3. Thirty-five (35) copies of the Single Audit report.
4. Twenty five (25) copies of the Management/Internal Control Letter
5. Forty-five (45) copies of each of the TIF report(s)
6. Four (4) copies of the GFOA Certificate Responses.
7. Thirty (30) copies of the Discretely Presented Component Unit report.
8. Ten (10) copies each of the Department of Insurance reports for the Police and Fire Pension Funds (in addition to the electronic filing requirement).

The Village of Park Forest will provide covers, front and back, for the annual report (CAFR). The auditor will provide copies of all sections of the report, binders and dividers and will be required to punch, collate and bind documents. All other required reports will use the auditor's own covers. All reports must be provided in a PDF format.

ASSISTANCE TO BE PROVIDED TO THE AUDITOR

Finance Department and Clerical Assistance

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations at the request of the auditor will be the responsibility of the Village of Park Forest.

PROPOSAL REQUIREMENTS

Deadline to Submit Proposal

Completed proposals must be received by 11:00 a.m. on February 11, 2010.

Inquiries

Inquiries concerning the request for proposal and the subject of the request for proposal must be made to:

Stephanie Rodas, Assistant Finance Director (708)283-5626 or srodas@vopf.com

or

Mary Dankowski, Finance Director (708)283-5607 or mdankowski@vopf.com

Independence

The firm should provide an affirmative statement that it is independent of the Village of Park Forest as defined by Generally Accepted Auditing Standards.

Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full time and part time basis.

The firm should identify the principal supervisory and management staff including engagement partners, managers, other supervisors and staff who would be assigned to this engagement and indicate whether each such person is registered as a certified public accountant in Illinois. The firm should also provide information on the government auditing experience of each person.

Audit personnel may be changed at the discretion of the proposer if replacements have substantially the same or better qualifications or experience. The Village of Park Forest retains the right to approve or reject replacements.

Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements performed in the last three years that are similar to the engagement described in this request for proposal. Also, indicate those municipalities that achieved the Certificate of Achievement for Excellence in Financial Reporting award while your firm was engaged as their auditors. Indicate the scope of work, date, engagement partner, total hours, and the name and telephone number of the principal client contact. Specifically identify those engagements at which the managers and other supervisors who will be assigned to the Village of Park Forest engagement have worked.

Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the Village.

DOLLAR COST

Total All Inclusive Maximum Cost

Attachment A must be completed and signed. Attachment A's price should specify all pricing information relative to performing the audit engagement as described in this request for proposal. The total all inclusive maximum price is to include all direct and indirect costs including all out of pocket expenses.

The Village of Park Forest will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

Rates by Partner, Supervisory and Staff Level Times Hours Anticipated for Each

The cost schedule should include a schedule of professional fees and expenses broken into the above categories, if appropriate.

Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's proposal. Interim billings shall cover a period of not less than one calendar month.

EVALUATION CRITERIA

Mandatory Elements

1. The audit firm is independent and licensed to practice in the State of Illinois.
2. The audit firm's professional personnel have received adequate continuing professional education within the preceding three years.
3. The firm has no conflict of interest with regard to any other work performed by the firm for the Village of Park Forest.
4. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
5. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
6. The firm has an understanding of the specific needs of the Village of Park Forest as it relates to the audit engagement.

Technical Qualifications

1. The firm exhibits expertise based on implementation of all GASB Pronouncements, past experience and performance on comparable government engagements.
2. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be assigned to the engagement will also be considered.

As part of the evaluation process, the Village may request a meeting with the audit team.

Price Consideration

Cost will not be the primary factor in the selection of an audit firm.

Final Selection

The Village of Park Forest will select a firm based upon the evaluation criteria. It is anticipated that a contract will be awarded by March 11, 2010.

Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village of Park Forest and the firm selected.

The Village of Park Forest reserves the right without prejudice to reject any or all proposals.

ATTACHMENT A
VILLAGE OF PARK FOREST
REQUEST FOR PROPOSAL
AUDITING SERVICES

DUE: 11:00 A.M. FEBRUARY 11, 2010

Firm Submitting Proposal:

Fee Structure: CAFR, Municipal Annual Supplemental Report (AFR),
Management Letter, Single Audit Report, TIF Compliance
Reports, GFOA Certificate Response, Component Unit Report
Illinois Department of Insurance Reports

2010 \$ _____

2011 \$ _____

2012 \$ _____

2013 \$ _____

2014 \$ _____

Signature of Authorized Representative

Name of Authorized Representative

Title

Date:

AGENDA BRIEFING

DATE: February 18, 2010

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Request to enter into Local Agency Agreement with the State of Illinois for Route FAU 2836 (Orchard Drive) from US Route 30 to Sauk Trail.

BACKGROUND/DISCUSSION: The Public Works Department requests that the Board enter into a Local Agency Agreement for Federal Participation with the Illinois Department of Transportation (IDOT) for the purpose of conducting Phase II Design Engineering to improve Orchard Dr.

This agreement will provide 70% Federal funding for Phase II (Design Engineering) to improve Orchard Drive. The Project requires three steps. The first step is to conduct a Phase I engineering assessment that determines the impact of the project on the local and regional area. Phase one will also determine the scope of the project. This Phase has been completed and approved by IDOT. Step 2, Phase II, is Design Engineering. This Phase will provide the plans and specifications for step 3, Construction. The cost to the Village for Phase II is \$476,000. This agreement will provide Federal reimbursement to the Village in the amount of 70% (\$334,000) of the Phase II cost. Currently the Orchard Drive improvement is divided into two sections. The first section is from US 30 to Westwood and the second section is from Westwood Dr to Sauk Trail. This will provide funding reimbursement for the total project.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular meetings of February 22, 2010 for consideration.

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Park Forest	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 06-00090-00-FP	Fund Type STP/STU	ITEP Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-430-06	M-8003(660)		

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 Orchard Drive Route FAU 2836 Length 11,792
Termini From US Route 30 (Lincoln Highway) (FAP 353) south to Sauk Trail (FAU 1632)

Current Jurisdiction Local Existing Structure No NA

Project Description

The PROJECT includes the widening and resurfacing of Orchard Drive from US Route 30 (Lincoln Highway) south to Sauk Trail. The Phase II Engineering includes final design engineering for the improvements within the given limits, ENGINEERS Project No. 060670.40.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	334,000	(70)		()	142,000	(30)	476,000
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 334,000		\$		\$ 142,000		\$ 476,000

FHWA participation 70% of Total.

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

Signature _____

Date _____

TIN Number 36-6006040

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation Date

By: _____
(Delegate's Signature)

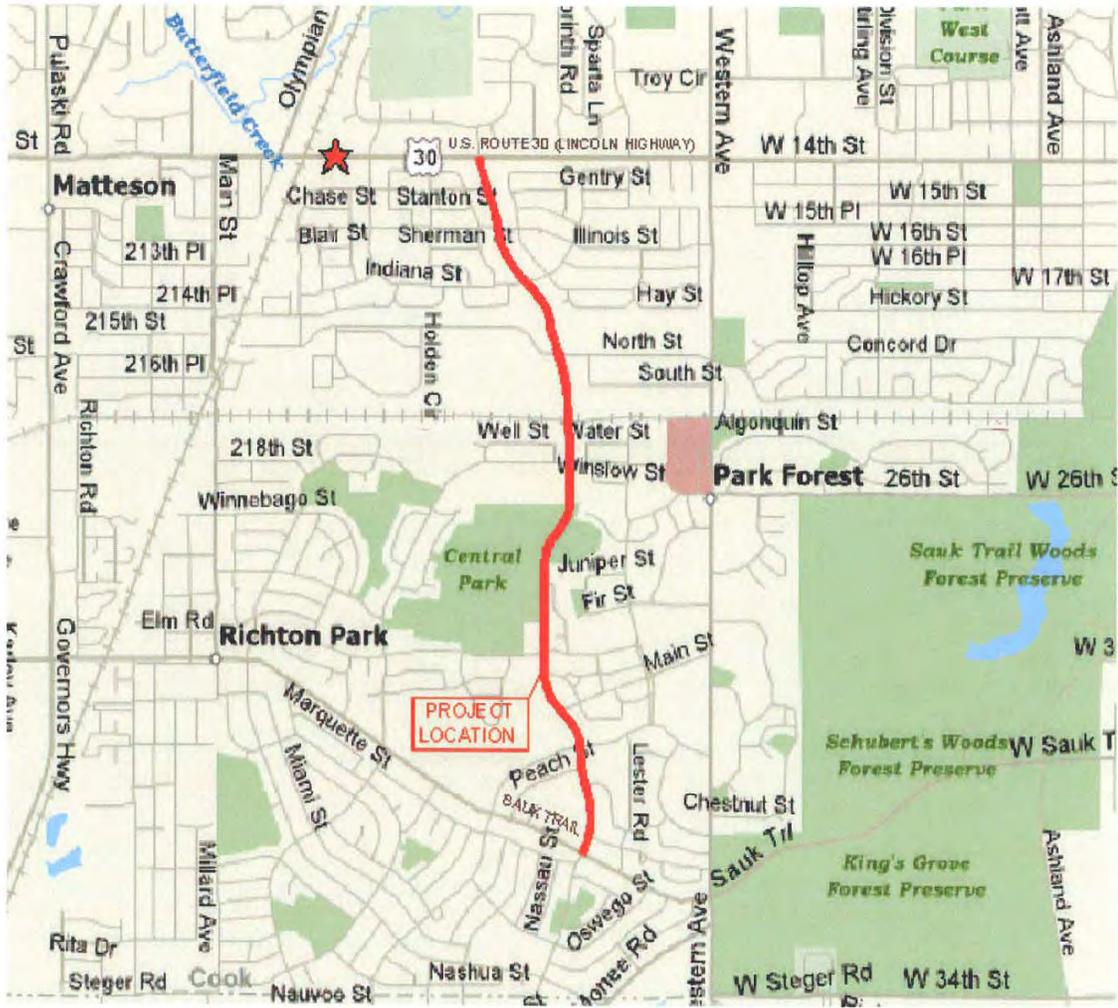
(Delegate's Name – Printed)

Christine M. Reed, Director of Highways/Chief Engineer Date

Ellen J. Schanzle-Haskins, Chief Counsel Date

Ann L. Schneider, Director of Finance and Administration Date

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



LOCATION MAP

Orchard Drive (FAU 2836) from
U.S. Route 30 (Lincoln Highway) (FAP 353) to Sauk Trail (FAU 1632)
Village of Park Forest, Cook County, Illinois

AGENDA BRIEFING

DATE: February 18, 2010

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Request approval of a MFT resolution appropriating funding for Phase II Design Engineering for the Orchard Drive improvement

BACKGROUND/DISCUSSION: The Public Works Department requests that the Board approve an Illinois Department of Transportation (IDOT) "Resolution for Improvement by Municipality under the Illinois Highway Code" for phase 2 (Design Engineering) of the Orchard Drive improvement. This resolution is appropriating the funds needed to provide Phase II Design Engineering from Route 30 (Lincoln Highway to Saul Trail. The Public Works Department is using Surface Transportation Funds through South Suburban Mayors and Managers to fund 70% of the Phase II study. This MFT Resolution will provide the funding for 100% of Phase II. This fund will be reimbursed 70% of the cost.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular Meetings of February 22, 2010 for consideration.

AGENDA BRIEFING

DATE: February 16, 2010

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Request to Enter into Phase II Engineering Services Agreement with Baxter & Woodman for Route FAU 2836 (Orchard Drive) from US Route 30 to Sauk Trail.

BACKGROUND/DISCUSSION: The Public Works Department requests that the Board enter into a Phase II Engineering Services Agreement with Baxter & Woodman for the purpose of preparing plans and specifications to improve Orchard Dr.

This agreement will provide the necessary engineering services to complete Phase II (Design Engineering) for the Orchard Drive Improvement project from US Route 30 to Sauk Trail. This agreement will also provide the necessary services to obtain the additional Right-of-way needed for this project. The total cost for these services will be \$476,000.00.

Phase I (Preliminary Engineering) was completed by Baxter & Woodman and approved by the Illinois Department of Transportation.

Baxter & Woodman has the necessary expertise and man power to perform the design phase of this project.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular meetings of February 22, 2010 for consideration.

Local Agency Village of Park Forest	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant Baxter & Woodman, Inc Consulting Engineers
County Cook			Address 8840 West 192 nd Street
Section 06-00090-00-FP			City Mokena
Project No. M-8003(660)			State Illinois
Job No. D-91-430-06			Zip Code 60448
Contact Name/Phone/E-mail Address Kenneth Eyer, P.E. Village Engineer 350 Victory Drive, Park Forest, IL 60466 708-503-7702, keyer@vopf.com			Contact Name/Phone/E-mail Address Todd L. Hoffman, P.E. 815-459-1260 thoffman@baxterwoodman.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2010 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	Orchard Drive	Route	FAU 2836	Length	11,792	Structure No.	N/A
Termini	From US Route 30 (Lincoln Highway) (FAP 353) south to Sauk Trail (FAU 1632)						

Description: The PROJECT includes the widening and resurfacing of Orchard Drive from US Route 30 (Lincoln Highway) south to Sauk Trail. The Phase II Engineering includes final design engineering for the improvements within the given limits, ENGINEERS Project No. 060670.40.

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:
- 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,
 - 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
 - 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.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - 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,
 - 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
 - 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.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Baxter & Woodman, Inc	36-2845242	\$446,250.00
Sub-Consultants:	TIN Number	Agreement Amount
Testing Service Corporation, Inc.	35-0937582	\$3,500.00
Santacruz Associates, Ltd.	36-3851733	\$16,750.00
Polach Appraisal Group, Inc.	36-3928535	\$9,500.00
	Sub-Consultant Total:	\$29,750.00
	Prime Consultant Total:	\$446,250.00
	Total for all Work:	\$476,000.00

Executed by the LA:

Village of Park Forest

(Municipality)

ATTEST:

By: _____

By: _____

Village _____ Clerk

Title: Village President

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____

By: _____

Title: Vice President

Title: Deputy Secretary

EXHIBIT A - PRELIMINARY PHASE II ENGINEERING

Route: FAU2836 Orchard Drive
 Local Agency: Village of Park Forest
 (Municipality)
 Section: 06-00090-00-FP
 Project: M-8003(660)
 Job No.: D-91-430-06

* Firm's approved rates on file with IDOT's
 Bureau of Accounting and Auditing
 Overhead Rate (OH) 147%
 Complexity Factor (R.) 0
 Calendar Days 365

Method of Compensation:
 Cost Plus Fixed Fee 1 X 14.5% [(DL + R (DL) + OH (DL) +IHDC)
 Cost Plus Fixed Fee 2 14.5% [(DL + R (DL) + 1.4 (DL) + IHDC)
 Cost Plus Fixed Fee 3 14.5% [(2.3 + R) DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's 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	PRINCIPAL	15	66.25	\$994.00	\$1,461.00		\$80.00	\$368.00	\$2,903.00
	SR. ENGINEER IV	40	53.58	\$2,143.00	\$3,150.00			\$768.00	\$6,061.00
	ENGINEER II	120	36.20	\$4,344.00	\$6,386.00		\$200.00	\$1,585.00	\$12,515.00
Preliminary Plans, Specs, and Estimate of Cost									
Agency Coordination	PRINCIPAL	15	66.25	\$994.00	\$1,461.00		\$80.00	\$368.00	\$2,903.00
	SR. ENGINEER IV	30	53.58	\$1,607.00	\$2,362.00			\$576.00	\$4,545.00
	ENGINEER II	120	36.20	\$4,344.00	\$6,386.00		\$308.00	\$1,600.00	\$12,638.00
Data Collection	ENGINEER II	25	36.20	\$905.00	\$1,330.00		\$40.00	\$330.00	\$2,605.00
Field Evaluation	ENGINEER II	18	36.20	\$652.00	\$958.00		\$40.00	\$239.00	\$1,889.00
Topographic Survey	ENGINEER II	10	36.20	\$362.00	\$532.00			\$130.00	\$1,024.00
	SURVEY TECH	120	26.52	\$3,182.00	\$4,678.00		\$400.00	\$1,198.00	\$9,458.00
	CADD OPER II	40	35.25	\$1,410.00	\$2,073.00			\$505.00	\$3,988.00
	ENGINEER II	20	36.20	\$724.00	\$1,064.00	\$3,500.00		\$259.00	\$5,547.00
	ENGINEER II	240	36.20	\$8,688.00	\$12,771.00			\$3,112.00	\$24,571.00
	CADD OPER II	140	35.25	\$4,935.00	\$7,254.00			\$1,767.00	\$13,956.00
Drainage and Utility Plans	SR. ENGINEER III	420	45.89	\$19,274.00	\$28,333.00		\$160.00	\$6,926.00	\$54,693.00
	ENGINEER II	100	36.20	\$3,620.00	\$5,321.00			\$1,297.00	\$10,238.00
	CADD OPER II	180	35.25	\$6,345.00	\$9,327.00			\$2,272.00	\$17,944.00
Erosion Control Plans	ENGINEER II	125	36.20	\$4,525.00	\$6,652.00			\$1,621.00	\$12,798.00
	CADD OPER II	40	35.25	\$1,410.00	\$2,073.00			\$505.00	\$3,988.00
	ENGINEER II	45	36.20	\$1,629.00	\$2,395.00			\$583.00	\$4,607.00
	CADD OPER II	40	35.25	\$1,410.00	\$2,073.00			\$505.00	\$3,988.00
Pavement Marking and Signage Plan	ENGINEER II	40	36.20	\$1,448.00	\$2,129.00			\$519.00	\$4,096.00
	CADD OPER II	40	35.25	\$1,410.00	\$2,073.00			\$505.00	\$3,988.00
Maintenance of Traffic Plan	SR. ENGINEER II	10	53.58	\$536.00	\$788.00			\$192.00	\$1,516.00
	ENGINEER II	70	36.20	\$2,534.00	\$3,725.00			\$908.00	\$7,167.00
	CADD OPER II	40	35.25	\$1,410.00	\$2,073.00			\$505.00	\$3,988.00

Element of Work	Employee Classification	Main-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services By Others	In-House Direct Costs (IHDC)	Profit	Total
Traffic Signal Plans	SR ENGINEER IV	30	53.58	\$1,607.00	\$2,362.00			\$576.00	\$4,545.00
	ENGINEER II	410	36.20	\$14,842.00	\$21,818.00			\$5,316.00	\$41,976.00
	CADD OPER II	120	35.25	\$4,230.00	\$6,218.00			\$1,515.00	\$11,963.00
Traffic Signal Interconnect Plans	SR ENGINEER IV	10	53.58	\$536.00	\$788.00			\$192.00	\$1,516.00
	ENGINEER II	80	36.20	\$2,896.00	\$4,257.00			\$1,037.00	\$8,190.00
	CADD OPER II	40	35.25	\$1,410.00	\$2,073.00		\$80.00	\$505.00	\$3,988.00
Street Lighting Plans	SR ENGINEER III	120	45.89	\$5,507.00	\$8,095.00			\$1,984.00	\$15,666.00
	ENGINEER II	10	36.20	\$362.00	\$532.00			\$130.00	\$1,024.00
	CADD OPER II	60	35.25	\$2,115.00	\$3,109.00			\$757.00	\$5,981.00
Structural Plans	SR ENGINEER IV	100	53.58	\$5,358.00	\$7,876.00		\$80.00	\$1,931.00	\$15,245.00
	ENGINEER II	10	36.20	\$362.00	\$532.00			\$130.00	\$1,024.00
	CADD OPER II	40	35.25	\$1,410.00	\$2,073.00			\$505.00	\$3,988.00
Project Details and Standards	ENGINEER II	40	36.20	\$1,448.00	\$2,129.00			\$519.00	\$4,096.00
	CADD OPER II	100	35.25	\$3,525.00	\$5,182.00			\$1,262.00	\$9,969.00
	ENGINEER II	80	36.20	\$2,896.00	\$4,257.00			\$1,037.00	\$8,190.00
Cross Section Design	CADD OPER II	30	35.25	\$1,058.00	\$1,555.00			\$379.00	\$2,992.00
	ENGINEER II	55	36.20	\$1,991.00	\$2,927.00			\$713.00	\$5,631.00
	ENGINEER II	80	36.20	\$2,896.00	\$4,257.00			\$1,037.00	\$8,190.00
Special Provisions	SECRETARY	30	23.57	\$707.00	\$1,039.00			\$253.00	\$1,999.00
Final Contract Plans/Contract Proposal									
QC/QA	SR ENGINEER IV	50	53.58	\$2,679.00	\$3,938.00			\$959.00	\$7,576.00
Final Contract Plans/Contract Proposal	ENGINEER II	150	36.20	\$5,430.00	\$7,982.00			\$1,945.00	\$15,357.00
	CADD OPER II	50	35.25	\$1,763.00	\$2,592.00			\$631.00	\$4,986.00
	SECRETARY	20	23.57	\$471.00	\$692.00			\$169.00	\$1,332.00
Highway Plats									
Plats and Legal Descriptions	SR ENGINEER II	100	42.15	\$4,215.00	\$6,196.00		\$2,830.00	\$1,920.00	\$15,161.00
	ENGINEER II	20	36.20	\$724.00	\$1,064.00			\$259.00	\$2,047.00
	CADD OPER II	40	35.25	\$1,410.00	\$2,073.00			\$505.00	\$3,988.00
ROW Appraisals and Negotiations	SURVEY TECH	20	26.52	\$530.00	\$779.00		\$300.00	\$233.00	\$1,842.00
	SR ENGINEER II	30	42.15	\$1,265.00	\$1,860.00	\$9,500.00		\$453.00	\$13,078.00
	ENGINEER II	40	36.20	\$1,448.00	\$2,129.00	\$16,750.00		\$519.00	\$20,846.00
Totals		4068		\$155,926	\$229,212	\$29,750	\$4,598	\$56,514	\$476,000

In-House Direct Costs (Included in Total Cost)
Vehicle Expenses - Travel, 3536 MI @ \$0.50/Mile
ROW Document Fees

Services by Others (Included in Total Cost)
TESTING SERVICES CORPORATION
SANTA CRUZ AND ASSOCIATES
POLACH APPRAISAL GROUP

\$1,768.00
\$2,830.00
\$4,598.00

\$3,500.00
\$16,750.00
\$9,500.00

VILLAGE OF PARK FOREST, ILLINOIS
ORCHARD DRIVE IMPROVEMENTS
PHASE II DESIGN SERVICES
SECTION 06-00090-00-FP

EXHIBIT D

SCOPE OF SERVICES

1. **MANAGE PROJECT** – Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Confer with 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 sub-consultants. 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 Plans, Contract Proposal and Estimate of Cost prior to submittal to the DEPARTMENT.

2. **PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**
 - **AGENCY COORDINATION** – Meet and coordinate the proposed improvements with the DEPARTMENT. Notify and coordinate the proposed improvements with utility companies.

 - **DATA COLLECTION** – 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.

 - **FIELD EVALUATION** – Perform a field evaluation on the condition of existing pavements and curbs and gutters, and calculate quantities of pavement repair.

 - **TOPOGRAPHIC SURVEY** – Perform supplemental topographic surveys of natural and manmade features within the roadway right-of-way in order to develop base sheets for cross sections.

 - **GEOTECHNICAL REPORT** – Employ the services of a geotechnical subconsultant to provide analysis of the cores/ borings and a soils report in accordance with the requirements of the DEPARTMENT.

 - **PRELIMINARY GEOMETRIC PLANS** – Prepare the pavement design and geometric plan and profile design for the proposed improvements.

- DRAINAGE AND UTILITY PLANS – Prepare the storm sewer design for the proposed improvements and incorporate into the Drainage and Utility plan sheets.
 - EROSION CONTROL PLANS – Design an erosion control plan and storm water pollution prevention plan for the project improvement. Coordinate the proposed improvements with the Soil and Water Conservation Agency and Illinois Environmental Protection Agency (IEPA) and obtain a permit for the project.
 - BICYCLE PATH DESIGN – Prepare the on-street bicycle lane and bicycle path design for the proposed improvements.
 - PAVEMENT MARKING AND SIGNAGE PLANS – Develop a proposed pavement striping and signage plan for the proposed improvements.
 - MAINTENANCE OF TRAFFIC PLAN – Prepare construction staging notes, typical sections, and plans to maintain local traffic flow through the project construction zone.
 - TRAFFIC SIGNAL PLANS – Design traffic signal plans, cable plans, and mast arm mounted street name signs for five (5) signalized intersections. These intersections are Orchard Drive at Main Street, Lakewood Boulevard, North Street, Indiana Street, and US Route 30 (Lincoln Highway).
 - TRAFFIC SIGNAL INTERCONNECT PLANS – Prepare a traffic signal interconnect plan and interconnect schematic for the proposed improvements at the intersection of US Route 30 and Orchard Drive.
-
- STREET LIGHTING PLANS – Prepare lighting plans and electrical details for relocation of existing street lights in conflict with the proposed improvements.
 - STRUCTURAL PLANS – Design wing wall repairs for one existing box culvert structure including structural engineering plans and details, special provisions, and CADD.
 - PROJECT DETAILS AND STANDARDS – Prepare a Cover Sheet, Typical Sections, Design Details, Summary of Quantities, and DEPARTMENT Standard Detail sheets. Prepare alignment and ties sheet and set field alignment control.
 - CROSS SECTION DESIGN – Design roadway cross sections at 100-foot intervals and at all cross streets and driveways. Compute earthwork calculations.

- ESTIMATE OF COST – Prepare summary of quantities, schedules of materials and an engineer’s estimate of cost.
- SPECIAL PROVISIONS – Prepare special provisions in accordance with DEPARTMENT guidelines.

3. **FINAL PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**

- QC/QA – Perform an in-house peer review and constructability review of the pre-final plans, specifications, and estimates of cost for the project.
- FINAL CONTRACT PLANS AND CONTRACT PROPOSAL – Prepare contract documents consisting of Plans, Special Provisions, Contract Proposals, and Engineer’s Estimate of Probable Construction Cost and submit these documents to the DEPARTMENT for the DEPARTMENT to receive construction bids. Make any necessary changes to the documents as required by the DEPARTMENT in order to secure approval.

4. **HIGHWAY PLATS**

- PLATS AND LEGAL DESCRIPTIONS – Perform legal surveys and develop plats, legal descriptions, and title commitments for five (5) parcels of land to be acquired for right-of-way, permanent easements, or temporary construction easements.
- ROW APPRAISALS & NEGOTIATIONS – Employ the services of a real-estate appraiser certified by the DEPARTMENT to prepare a comparable land sales analysis and appraisals for five (5) parcels of land to be acquired for right-of-way, permanent easements, or temporary construction easements. Obtain updated title commitments for each parcel to be appraised. Employ the services of a negotiator certified by DEPARTMENT to negotiate the sale of parcels of land to be acquired for right-of-way, permanent easements, or temporary construction easements.

VILLAGE OF PARK FOREST, ILLINOIS
 ORCHARD DRIVE IMPROVEMENTS
 PHASE II DESIGN SERVICES
 SECTION 06-00090-00-FP

EXHIBIT E & F

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

	Total Percent
Salaries with retirement plan	103.00%
Repairs	1.00%
Rents	5.00%
Taxes	1.00%
Depreciation	6.00%
Dues & Subscriptions	1.00%
Utilities (Elec. etc.)	1.00%
Insurance	4.00%
Professional Services	5.00%
Office Supplies & Services	3.00%
Computer Service	4.00%
Recruitment & Training	5.00%
Telephone	2.00%
Reproduction	2.00%
Postage	1.00%
Automotive Expense	2.00%
Misc. Services & Expenses	1.00%
IDOT Approved Rate	147.00%

***Payroll Burden and Indirect Cost**



VILLAGE OF PARK FOREST, ILLINOIS
 ORCHARD DRIVE IMPROVEMENTS
 PHASE II DESIGN SERVICES
 SECTION 06-00090-00-FP

EXHIBIT G

BAXTER AND WOODMAN, INC.
2010 SCHEDULE OF HOURLY WAGE RATES

EMPLOYEE CLASSIFICATION	HOURLY WAGE RATES
Principal	\$63 to \$76
Senior Engineer	\$40 to \$68
Planner	\$44 to \$63
Construction Manager, Sr.	\$36 to \$53
Designer	\$34 to \$46
Resident Project Representative, Sr.	\$35 to \$49
Engineer	\$24 to \$45
Water/Wastewater Operations	\$35 to \$41
Construction Manager	\$30 to \$37
Resident Project Representative	\$21 to \$39
Staff Engineer	\$30 to \$35
CADD Operator	\$22 to \$35
Surveyor/Technician, Sr.	\$29
Surveyor/Technician	\$20 to \$31
Administrative Assistant	\$28
Secretary	\$15 to \$31
Technician	\$18 to \$27

General and employee overhead is 147% of employee compensation.
 Mileage Charges – Same as the Mileage Charge set by the U.S. Internal Revenue Service.
 Global Positioning System Survey Equipment Usage is \$60/hour.
 Trimble Robotic Survey Equipment Usage is \$48/hour.
 All-Terrain Vehicle usage is \$40/hour.
 Savannah Rain Logger usage is \$10/day.
 Traffic Counters \$50/day.

Revised 2009-11-17
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VILLAGE OF PARK FOREST, ILLINOIS
ORCHARD DRIVE IMPROVEMENTS
PHASE II DESIGN SERVICES
SECTION 06-00090-00-FP

EXHIBIT H

ANTICIPATED PROJECT SCHEDULE

Receive Notice to Proceed from IDOT.....	April 2010
Kick-Off Meeting at IDOT.....	May 2010
Draft Engineering Reviewed / Approved by Village.....	September 2010
Pre-Final Plan, Specifications, and Estimates to IDOT and Village.	December 10, 2010
Final Plan, Specifications, and Estimates to IDOT and Village...	January 24, 2011
Anticipated State Letting – Construction Stage I.....	April 29, 2011
Anticipated State Letting – Construction Stage II.....	March 2012

Local Office
January 8, 2010



TESTING SERVICE CORPORATION

Corporate Office:

360 S. Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Local Office:

457 E. Gundersen Drive, Carol Stream, IL 60188-2492
630.653.3920 • Fax 630.653.2726

Mr. Todd Hoffman
Baxter & Woodman
8678 Ridgfield Road
Crystal Lake, Illinois 60012

RE: P.N. 44,267/L-68,590A
Phase II Geotechnical Engineering
Orchard Drive Improvements
U.S. Route 30 to Sauk Trail
Park Forest, Illinois

Dear Mr. Hoffman:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Phase II Geotechnical Engineering Services for the above captioned project. It responds to your e-mail request dated December 22, 2009. The Phase I report for this project is under TSC Job No. L-68,590 and dated April 24, 2008.

Two (2) sections of pavement reconstruction were identified as part of the Phase I study. They extend between Sta. 149+51 to 153+00 and Sta. 181+97 to 197+26. Borings 17-18 and 28-32 were previously drilled within these areas, respectively.

The main objective of the Phase II Geotechnical Study is to perform Illinois Bearing Ratio (IBR) tests for the reconstruction areas. Plan and profile sheets are also to be prepared for them. This information will be presented in an addendum report which is to include IDOT Phase II design requirements.

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of Three Thousand Five Hundred Dollars (\$3,500.00) to provide the additional Geotechnical Services outlined above. The Illinois Department of Labor (IDOL) has taken the position that Core Drilling/Soil Testing is a covered activity under the Illinois Prevailing Wage Act (IPWA). The unit prices provided in the attached fee schedule are meant to comply with the IPWA.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. Please note that our quoted fee does not include plan review as well as excavation, fill, earthwork, footing or foundation observations during construction phases of the project. The project budget should include provision for these services. Consultation, preconstruction meetings or other professional services subsequent to delivery of TSC's report are additional services that will be covered by separate invoice.

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Baxter & Woodman
P.N. 44,267/L-68,590A - January 8, 2010

Mr. Todd Hoffman
Baxter & Woodman
8678 Ridgefield Road
Crystal Lake, Illinois 60012
Telephone: (815) 459-1260
E-Mail: thoffman@baxterwoodman.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. When also completing the attached Project Data form, kindly indicate who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION


Michael V. Machalinski, P.E.
Vice President

MVM:tlv

Enc: Cost Estimate
General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

COST ESTIMATE
Orchard Drive Improvements
U.S. Route 30 to Sauk Trail
Park Forest, Illinois
TSC P.N. 44,267/L-68,590A

ITEM	UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE				
1.1	Two Person Layout Crew	Hour	0.0	150.00 \$ 0.00
1.2	Layout Crew Chief	Hour	2.0	90.00 \$ 180.00
OBTAIN PERMITS				
2.1	Engineering Administration	Hour	0.0	120.00 \$ 0.00
2.2	Bond and Permit Fees (Estimate)	At Cost	0.0	500.00 \$ 0.00
MOBILIZATION AND DEMOBILIZATION OF DRILL RIG AND CREW				
3.1	Truck Mounted Drill Rig	Each	0	450.00 \$ 0.00
3.2	Drill Mounted on ATV	Each	0	600.00 \$ 0.00
3.3	Daily Mobilization/Demobilization of Drill Crew	Day	0	250.00 \$ 0.00
STRUCTURE BORINGS (Based on Prevailing Wage Rates.) Includes samples by SPT (split spoon) or GeoProbe methods, visual classification and moisture contents.				
4.1	0 to 30 Feet, Sample at 2.5' intervals	Foot	0.0	37.50 \$ 0.00
4.3	30 to 50 Feet, Sample at 5' intervals	Foot	0.0	35.50 \$ 0.00
4.4	50 to 75 Feet, Sample at 5' intervals	Foot	0.0	40.00 \$ 0.00
4.5	>75 Foot Depth, Sample at 5' intervals	Foot	0.0	47.00 \$ 0.00
BORINGS FOR SUBGRADE, EMBANKMENTS AND DETENTION (Based on Prevailing Wage Rates.) Includes samples by SPT (split spoon) or GeoProbe methods, visual classification and moisture contents.				
5.1	Subgrade Borings with Drill Rig	Foot	0.0	34.00 \$ 0.00
5.2	Soil Borings by Hand Auger	Foot	0.0	65.00 \$ 0.00
5.3	Bulk Subgrade Samples for IBR Tests	Each	0	75.00 \$ 0.00
BACKFILL STRUCTURE BORINGS				
6.1	Backfill Boreholes with Bentonite Grout or Chips	Foot	0.0	5.00 \$ 0.00
DRILL RIG WITH 2-MAN CREW (Based on Prevailing Wage Rates) Travel, Standing or Obstruction Time; Otherwise Portal to Portal				
7.1	Regular Time (Up to 8.0 Hours Per Day)	Hour	4.0	305.00 \$ 1,220.00
7.2	Overtime (Over 8.0 Hours or Saturday)	Hour	0.0	355.00 \$ 0.00

ITEM	UNITS	QTY	RATE	COST
OBTAIN PAVEMENT CORES				
Includes coring with 4 inch diameter barrel, retrieving all pavement materials to maximum depth of 18 inches, taking auger samples of base course/subbase materials and split-spoon of upper subgrade.				
8.1	Core Van and One-Man Crew, Regular Time	Hour	0.0	150.00 \$ 0.00
8.2	Core Van and One-Man Crew, Overtime	Hour	0.0	175.00 \$ 0.00
8.3	Bit Wear - Per Inch of Asphalt	Inch	0.0	2.50 \$ 0.00
8.4	Bit Wear Per Inch of P.C. Concrete	Inch	0.0	4.00 \$ 0.00
8.5	Patch Holes with Cold Patch Asphalt	Each	0	10.00 \$ 0.00
8.6	Materials Technician to Measure and Describe Core Sample in Laboratory	Each	0	15.00 \$ 0.00
ASBESTOS EVALUATION OF BRIDGE DECK				
Includes coring and providing concrete or asphalt patch when completed.				
9.1	Obtain Bridge Deck Core (2 inch diameter)	Each	0	120.00 \$ 0.00
9.2	Deliver Sample(s) to TEM Laboratory	Hour	0	100.00 \$ 0.00
9.3	Asbestos Testing by PLM Technique	Each	0	100.00 \$ 0.00
FIELD SERVICES				
10.1	Perform Rimac strength tests and log structure borings by TSC Drilling Inspector	Hour	0.0	100.00 \$ 0.00
10.2	Fence removal and repair or clearing of trees and brush by TSC Technician	Hour	0.0	90.00 \$ 0.00
10.3	Equipment Rental or Other On/Site Charges	At Cost +10%	0.0	0.00 \$ 0.00
TRAFFIC CONTROL				
11.1	Single Flagger, Regular Time (Portal to Portal)	Hour	0.0	95.00 \$ 0.00
11.2	Single Flagger, Overtime	Hour	0.0	115.00 \$ 0.00
11.3	Two-Man Flagging Crew, Regular Time (Portal to Portal)	Hour	0.0	190.00 \$ 0.00
11.4	Two-Man Flagging Crew, Overtime	Hour	0.0	230.00 \$ 0.00
11.5	TSC Pick-Up and Arrowboard	Day	0.0	140.00 \$ 0.00
LABORATORY TESTING				
12.1	Visual Classification and Water Content/Dry Unit Weight Determination (Core Subgrade Sample)	Each	0	15.00 \$ 0.00
12.2	Sieve Analysis w/ #200 Wash	Each	0	85.00 \$ 0.00
12.3	Sieve Analysis w/ Hydrometer	Each	2	115.00 \$ 230.00
12.4	Atterberg Limit Determinations	Each	2	75.00 \$ 150.00

Baxter & Woodman
P.N. 44,267/L-68,590A - January 8, 2010

	ITEM	UNITS	QTY	RATE	COST
12.5	Organic Content (L.O.I. & Wet Combustion)	Each	0	105.00	\$ 0.00
12.6	Moisture/Density Relationship of Soils (Standard Proctor)	Each	2	160.00	\$ 320.00
12.7	Illinois Bearing Ratio (IBR) of Laboratory Compacted Soils	Each	2	175.00	\$ 350.00
PROJECT ADMINISTRATION, ENGINEERING, ANALYSIS AND REPORTING PERSONNEL					
13.1	Principal Geotechnical Engineer, P.E.	Hour	0.0	150.00	\$ 0.00
13.2	Geotechnical Engineer, P.E.	Hour	4.0	120.00	\$ 480.00
13.3	Staff Engineer or Geologist	Hour	0.0	105.00	\$ 0.00
13.4	Secretary	Hour	1.0	55.00	\$ 55.00
13.6	CADD Technician	Hour	6.0	75.00	\$ 450.00
				ESTIMATED TOTAL:	\$ 3,435.00
				RECOMMENDED BUDGET:	\$ 3,500.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name: _____

Project Address: _____

City / State / Zip: _____

Project Manager: _____

Telephone: _____

Fax: _____

Site Contact: _____

Telephone: _____

Fax: _____

Send Invoice To:

Purchase Order No: _____

Attention: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Important Notes:

Completed By:

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Santacruz Associates

Land Acquisition Services for

Baxter & Woodman

**For the benefit of the
Village of Park Forest**



Orchard Drive from US30 to Sauk Trail

dated January 6, 2010

Santacruz Associates

Land Acquisition Services for Baxter & Woodman Orchard Road from US30 to Sauk Trail

SCOPE OF SERVICES

Santacruz Associates Ltd. (“SANTACRUZ”) shall perform all necessary services to appraise, negotiate and acquire the right-of-way required for the construction of **Oxford Road from US30 to Sauk Trail** (the “**Project**”). Said land acquisition services shall be provided by SANTACRUZ as a subcontractor to **Baxter & Woodman (B&W)**, for the benefit of the **Village of Park Forest (Park Forest)**. All such services shall be performed in accordance with the policies of **Park Forest**, and, where applicable, the Illinois Department of Transportation (IDOT) Land Acquisition Policies and Procedures Manual (the “**Manual**”) and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (the “**Act**”).

TECHNICAL APPROACH TO THE WORK

SANTACRUZ will act as the Land Acquisition Program Manager working with **Park Forest** and **B&W** to complete the land acquisition services, including the coordination of the review appraisals, negotiation and land acquisition services. SANTACRUZ will review the construction plans for the **Project** with **B&W** and **Park Forest** to understand the nature and purpose of the project. The coordination of the services under this proposal shall be by J. Steve Santacruz, President of SANTACRUZ.

SANTACRUZ agrees to perform the services as set forth herein as well as furnish and deliver to **Park Forest** all necessary documents, including recorded conveyance documents and other forms and documents required by **Park Forest** to evidence the acquisition of the right-of-way or, in the alternative, the information necessary for **Park Forest** to undertake eminent domain proceedings in order to acquire the right-of-way. More specifically, SANTACRUZ will provide the following services:

1. Review of the appraisals of the right of way parcels, and, when applicable, the appraisal of the whole property and any remainder of the property not acquired by **Park Forest**.
2. Negotiation in order to facilitate the acquisition of the right of way parcels. If negotiations fail or are terminated for any other reason (e.g., missing property owner or title exceptions which cannot be removed), SANTACRUZ shall make a recommendation to **Park Forest** to acquire the right-of-way by means of eminent domain proceedings.

3. Preparation of deeds, grants of easements, releases, affidavits, receipts and all other documents necessary to properly acquire the needed parcels and those documents necessary to clear title in accordance with the policies and procedures of **Park Forest** (and IDOT, if applicable).
4. Recordation of deeds and other documents necessary to clear title in accordance with the policies and procedures of **Park Forest** (and IDOT, if applicable).
5. Testimony in court by review appraiser as an expert witness on behalf of **Park Forest** during eminent domain trials to support the valuations resulting from the acquisition services being provided hereunder.
6. Testimony in court by negotiator as a witness on behalf of **Park Forest** during eminent domain trials to detail the negotiation process and communications with the property owner concerning the right-of-way.
7. Preparation and maintenance of timely, accurate parcel data information as required by **Park Forest** (and IDOT, if applicable).
8. When applicable, submission of all necessary documentation in order to obtain approval of the right-of-way acquisition process by **Park Forest** and, if applicable, certification of the right-of-way acquisition process by IDOT.

SANTACRUZ will post the progress of the negotiation process on a parcel by parcel basis on its password protected Client-only access section of its website. Access will be provided to **B&W** and **Park Forest** so that they can obtain regular updates on the status of negotiations for each parcel. The website can be visited at www.Santacruz-Associates.com.

Review Appraisals

~~SANTACRUZ will subcontract the review appraisal work to appraisers which are on IDOT's approved list. The selection of the review appraiser shall be subject to reasonable approval by **Park Forest**. All review appraisal work shall be in accordance with Chapter 2 of the Manual and the Act.~~

SANTACRUZ will review the plat of highway and the construction plans with the selected review appraisers. Review appraisal work shall commence within ten (10) business days from the date **Park Forest** has provide Santacruz with copies of the completed appraisals. SANTACRUZ shall make all reasonable efforts to have all review appraisal services completed within the time frame provided by **Park Forest**.

All appraisals will be reviewed by the review appraiser assuring that all items affecting the value of the property are considered in the appraisal. The review appraiser will review the comparable sales as part of the review process. The review appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

The review appraiser will complete the standardized IDOT Right of Way Appraisal Review Certification Form. A copy of said certification will be attached to each appraisal delivered by SANTACRUZ to **Park Forest**.

As requested by **B&W** or **Park Forest**, SANTACRUZ will furnish and deliver updated or revised review appraisals resulting from a revision to the right of way or when necessary for condemnation. This proposal assumes no updated or revised review appraisal reports shall be required as part of this project. Any updated or revised review appraisal reports shall be pursuant to a separate work order issued by **B&W** for which SANTACRUZ shall be entitled to additional compensation.

If necessary and requested by **B&W** or **Park Forest**, the review appraiser will assist **Park Forest** and its legal counsel in any litigation necessary to acquire a right-of-way parcel through condemnation. SANTACRUZ will assure cooperation of the appraisers in trial preparation and providing testimony at depositions and trial as an expert witness on behalf of **Park Forest**. Any trial preparation or testimony by the appraisers shall be pursuant to a separate work order issued by **B&W** for which SANTACRUZ shall be entitled to additional compensation.

SANTACRUZ shall be entitled to the full compensation for any parcel for which review services are commenced but not completed if a parcel is eliminated by **B&W** or **Park Forest** as a result of a redesign of the construction plans and cancellation of the Project.

Commencement and Completion Dates of Negotiation Activities

Unless otherwise instructed, SANTACRUZ will commence negotiation activities on a parcel within ten (10) business days after the plat of highway, legal descriptions, appraisals, and/or review appraisals, as the case maybe, have been approved by **Park Forest** and IDOT (if required). Furthermore, ~~SANTACRUZ shall use all reasonable efforts to complete all negotiation and acquisition activities on or before the deadline established by **Park Forest** and, if applicable, IDOT to meet the letting schedule for the Project.~~

Negotiation and Acquisition Services

All negotiations and acquisition services shall be provided by SANTACRUZ in accordance with Chapters 3 and 4 of the Manual and the Act and the policies of **Park Forest** and IDOT. SANTACRUZ will make an offer to each property owner in the amount of just compensation established by the appraisal process and approved by **Park Forest**. SANTACRUZ will not have any authority to increase the amounts or include other consideration to be paid to a property owner in acquisition of a parcel unless specifically directed in writing by **Park Forest**.

Upon receipt of a counter offer from a property owner, SANTACRUZ will review the counter offer and any documentation provided by the property owner to support the counter offer. SANTACRUZ will forward the counter offer to the representative(s) of **Park Forest** assigned for the purpose of evaluating counter offers. SANTACRUZ will provide a recommendation concerning the counter offer including any reasons in support of the recommendation. SANTACRUZ will consult with the assigned representative(s) of **Park Forest** with respect to its response to the counter offer. Upon acceptance by **Park Forest** of any counter offer,

SANTACRUZ will prepare the necessary documentation to be executed by **Park Forest** to formalize the settlement approved by **Park Forest**. If any counter offer is rejected by **Park Forest**, SANTACRUZ will communicate this to the property owner in writing providing the reason for the rejection of the counter offer. Thereafter, SANTACRUZ will immediately commence further negotiations with the property owner in an effort to reach a settlement.

SANTACRUZ will review the plat of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation determined by the appraisal process and to appreciate the impact to the property resulting from the Project. SANTACRUZ will also inspect the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for **Park Forest**. SANTACRUZ will direct any questions to **B&W** resulting from its review of the plans, plats, appraisals and title commitments so that SANTACRUZ is prepared for any issues raised by the property owner during negotiations.

To the extent that it has not already been done, before contacting the owner of a parcel, SANTACRUZ will prepare and send an introductory letter to the property owner. SANTACRUZ will also prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the offer, a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, and only after repeated efforts to contact the property owner, SANTACRUZ is unable to make contact with the property owner, SANTACRUZ will send the offer package by certified mail so that a receipt of delivery can be established. SANTACRUZ will contact the property owner to schedule a meeting to review the offer package and the construction plans.

SANTACRUZ will make repeated efforts to contact a property owner and will make all reasonable efforts to reach a settlement before recommending that **Park Forest** commence condemnation proceedings. ~~All contacts and efforts to make contact with the property owner shall be documented by SANTACRUZ.~~

~~If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, SANTACRUZ will immediately notify **B&W** and **Park Forest** with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by **B&W** or **Park Forest**, SANTACRUZ will cease negotiations on certain parcels until corrected information or further instruction is provided to SANTACRUZ.~~

Upon successful negotiations with the property owner, SANTACRUZ will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. SANTACRUZ will have all conveyance documents and title clearance documents it deems necessary recorded with the County Recorder's office where the parcel is situated. SANTACRUZ will submit the completed parcel file to **Park Forest** with original conveyance documents, title clearance documents, the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by **Park Forest** and, if applicable, IDOT.

In the event that SANTACRUZ, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, SANTACRUZ shall prepare and submit to **Park Forest** a recommendation that **Park Forest** proceed with condemnation in order to acquire the right of way needed from such parcel. SANTACRUZ will prepare and provide to **Park Forest** a file which will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation concerning such parcel that will be required by **Park Forest** to proceed with the filing of a condemnation lawsuit against the property owner. In the event that SANTACRUZ submits a parcel to **Park Forest** with the recommendation that acquisition be completed by means of a condemnation action, SANTACRUZ will continue to make additional efforts to acquire the parcel through settlement until the actual filing date of the petition for condemnation.

SANTACRUZ will submit all conveyance documents and title clearance documents to the title company responsible for preparing the title commitments requesting that the documents be recorded and that the title company issue a title policy for all permanent acquisitions (as requested by **Park Forest** or required by IDOT, if applicable).

If necessary and requested by **Park Forest** or **B&W**, SANTACRUZ will assist **Park Forest** and its respective legal counsel in any litigation necessary to acquire a right-of-way parcel through condemnation. SANTACRUZ will cooperate in trial preparation and will provide testimony at depositions and trial as a witness on behalf of **Park Forest** to attest to the negotiations being legally conducted in good faith and in accordance with the requirements of **Park Forest**, IDOT, the Act and the Manual. Any trial preparation or testimony by SANTACRUZ shall be pursuant to a separate work order issued by **B&W** for which SANTACRUZ shall be entitled to additional compensation.

~~SANTACRUZ will also complete and coordinate the Project Compliance Checklist required by the IDOT for right-of-way certification of the land acquisition process.~~

~~SANTACRUZ shall be entitled to the full compensation for any parcel for which negotiation and acquisition services once assigned by **Park Forest** but not completed if a parcel is eliminated by **B&W** or **Park Forest** as a result of a redesign of the construction plans and cancellation of the Project.~~

Work Plan

SANTACRUZ has developed a customized proprietary database for the purpose of assisting with its negotiation services. The database assures that no step is left undone in completing the negotiation and processing of each parcel.

All parcels are entered into the database by our Database Administrator, and checked by our Project Manager, before any documents or letters are prepared. After information for each parcel is entered into the database, including the information from the appraisals, an audit sheet (which summarizes all of the important information about the parcel) is created for review by our Administration Assistant and our Project Manager. No further action can be taken on this parcel

until this review is complete and the audit sheet has been signed off by our Project Manager. This is one of the keys to our Quality Assurance Program.

In addition, if no contact information is found for the property owner, our Database Administrator notifies our Administrative Assistant to start skip tracing procedures. The results of the skip tracing are submitted to our Project Manager before the information is entered into the database. After all of this has been completed, our Administrative Assistant prepares the introductory letters for review and signature by our Project Manager.

Once the appraisal has been reviewed and approved, SANTACRUZ will review the title commitment of every file to determine what title clearance documents will be required. If any documents recorded against the property need to be acquired, such documents are ordered at that time.

All preliminary contacts concerning negotiations with each property owner are made by Mr. Santacruz. All contacts (e.g., letters to be sent, phone call, meetings, etc.) are scheduled into the database for tracking. In addition, after every contact with (or attempted contact of) a property owner, notes of that contact are entered into the database contemporaneously.

Upon settlement of the parcel, all conveyance documents are prepared for execution by the property owner(s). Mr. Santacruz reviews the title with our Administrative Assistant so that the gathering of title clearance documents can be commenced. Mr. Santacruz is responsible for reviewing every settled parcel to assure that SANTACRUZ has obtained all necessary documents for title clearance.

As part of this work plan and our Quality Assurance Program, Mr. Santacruz prepares the weekly status reports so that he reviews the most recent information on each parcel and understands where each parcel is in the process. This is the manner that the Project Manager is kept abreast of all other issues surrounding each parcel.

PRIOR EXPERIENCE

SANTACRUZ specializes in negotiating and acquiring right-of-way for governmental agencies and private entities for use in roadway construction, the development of other public/private projects, and the installation of infrastructure fixtures and equipment. SANTACRUZ has been providing negotiations and land acquisition services for right of way purposes for over ten years. A resume of our company is attached to this Proposal listing references from past and current clients of SANTACRUZ. In addition, a list of our recent projects which include negotiations, acquisitions services and the coordination of appraisal functions, see attached Prior Experience.

COMPENSATION

SANTACRUZ shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **five (5)** projected parcels of right-of-way, is as follows:

REVIEW APPRAISALS: \$900 for each parcel **\$4,500.00.**

NEGOTIATIONS: \$1,950.00 for each parcel **\$9,750.00.**

SANTACRUZ shall invoice **B&W** for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. SANTACRUZ shall include **\$500.00** per parcel for these charges. SANTACRUZ shall pay any such fees and charges in excess of the **\$500.00** per parcel allowance for which SANTACRUZ shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued by **B&W**.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of **\$16,750.00** as follows:

Land Acquisition Services	\$14,250.00
Direct Billable Expenses	\$2,500.00

**CERTIFICATIONS AS BUSINESS ENTERPRISE (BEP),
MINORITY BUSINESS ENTERPRISE (MBE) AND
DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

SANTACRUZ is certified in the Business Enterprise Program with the State of Illinois – Department of Central Management Services. SANTACRUZ is also certified as a Disadvantaged Business Enterprise by the State of Illinois – Department of Transportation and a Minority Business Enterprise by Cook County and the City of Chicago. As SANTACRUZ will supervise 100% of the Negotiation and Acquisition services, **Park Forest** should meet or exceed any minimal BEP/DBE/MBE utilization goals established for the Project.

COMPENSATION FOR ADDITIONAL SERVICES

Witness Services

Rate for each ½ day in pretrial conference or in court for Negotiator	\$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser	\$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00

Title Services

Later date commitment	\$50.00
+ Administrative fee	\$25.00
Title insurance policies (minimum of \$75.00 per policy)	\$75.00
+ Additional costs of	\$3.50 per thousand
+ Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs	
+ Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs	
+ Research fee (if applicable)	\$50.00
+ Administrative fee	\$25.00

POLACH APPRAISAL GROUP, INC.

1761 S. Naperville Road • Suite 103
Wheaton, Illinois 60189
Phone: 630.682.4650
Fax: 630.682.4814

121 W. Wacker Drive • Suite 856
Chicago, Illinois 60601
Phone: 312.422.1200
Fax: 312.422.1201

PROPOSAL FOR PROFESSIONAL SERVICES

AT THE REQUEST OF: Todd L. Hoffman, P.E.
Baxter & Woodman Consulting Engineers
8678 Ridgefield Road
Crystal Lake, IL 60012

WITH REFERENCE TO THE FOLLOWING DESCRIBED PROPERTY:

Orchard Drive
Park Forest, IL
5 Parcels

POLACH APPRAISAL GROUP, INC., HEREBY AGREES TO PERFORM THE FOLLOWING PROFESSIONAL SERVICES:

Appraisal and consulting services to be performed in the following stages:

Phase I - Appraisal

Inspection of the subject properties and surrounding area; research with respect to the subject properties; market data research; analysis of the subject properties and the market data; provide an opinion of total compensation in connection with the proposed acquisitions and the proposed imposition of permanent easements on the subject properties, preparation and submittal of non complex summary appraisal reports in accordance with IDOT requirements.

Phase II - Litigation Support

Preparation for depositions and trial; appearance and testimony at deposition and in court; required telephone and personal conferences. The extent of this phase will be determined by the client and the time required will vary.

TODD L. HOFFMAN, P.E. DOES HEREBY RETAIN POLACH APPRAISAL GROUP, INC., BASED UPON THE FOLLOWING TERMS AND CONDITIONS:

The time of completion of each phase will be as follows:

Phase I - (45) forty-five days from the date of acceptance and return of this executed proposal and the requested retainer.

Phase II - Will be determined by agreement with the client.

The fees for these services will be as follows:

Phase I - \$9,500

Phase II - To be billed at an hourly rate ranging from \$175 to \$335 per hour depending on the actual time required and the personnel utilized.

POLACH APPRAISAL GROUP, INC.

January 12, 2010
Todd L. Hoffman, P.E.

Page 2
Proposal For Professional Services Cont'd.

The preceding fees are only applicable during the current calendar year. In the event time is expended in subsequent years as part of this agreement, the hourly rates will reflect future increases.

To ensure proper billing, please indicate below the person responsible for payment of the aforementioned fees:

Company: _____
Contact Person: _____
Title: _____
Address _____
City, State, Zip _____
Telephone # _____

BY PAYMENT OF THE RETAINER REQUESTED IN THE AMOUNT OF **(-0-) NONE REQUIRED** with the balance of the recited fees to be paid AS BILLED, **TODD L. HOFFMAN, P.E.** does hereby confirm the above terms and conditions in addition to accepting those standard **CONTINGENT AND LIMITING CONDITIONS** attached hereto as Exhibit "A".

No changes in this assignment shall be made without the expressed consent of the undersigned. If upon inspection of the captioned property or review of the material to be supplied by the client or agent, it is determined by **POLACH APPRAISAL GROUP, INC.** that misrepresentations have been made with respect to the property or data pertinent to this appraisal, the appraisers reserve the right to cancel this contract and refund the retainer charged, less a reasonable inspection fee and actual expenses, or to revise our proposal in accordance with actual conditions and submit same to the client for his review and acceptance. **AMOUNTS UNPAID AFTER 30 DAYS** will be subject to a finance charge of 1.5% per month on the unpaid balance.

If this account is turned over for collection, an amount equal to 40% of the unpaid fee will be added to cover any collection costs.

This proposal is valid for (21) twenty-one days from the date affixed by **POLACH APPRAISAL GROUP, INC.** It is understood that work will only commence on this assignment upon our receipt of the signed copy of this proposal along with the required retainer.

This proposal is submitted to document the agreement between the parties. In the event there are any questions or comments before signing this proposal, please call the undersigned. **POLACH APPRAISAL GROUP, INC.**, is pleased to have the opportunity to be of service to you in this assignment.

 1/12/10

Kenneth F. Polach, MAI, SRA date
POLACH APPRAISAL GROUP, INC.

Todd L. Hoffman, P.E. date
BAXTER & WOODMAN CONSULTING ENGINEERS

POLACH APPRAISAL GROUP, INC.

CONTINGENT AND LIMITING CONDITIONS

Exhibit A

It is assumed that the title to this property is good and marketable. No title search has been made, nor have we attempted to determine ownership of the property. The value opinion is given without regard to any questions of title, boundaries or encroachments. It is assumed that all assessments are paid. We assume the property to be free and clear of liens and encumbrances except as noted. No attempt has been made to render an opinion or determine the status of easements that may exist.

The legal description, if included in any report, should be verified by legal counsel before being relied upon or used in any conveyance or other document.

We are not familiar with any engineering studies made to determine the bearing capacity of the land. We assume improvements in the area appear to be structurally sound. It, therefore, is assumed that soil and subsoil conditions are stable unless specifically outlined.

Any exhibits in the report are intended to assist the reader in visualizing the property and its surroundings. The drawings are not intended as surveys and no responsibility is assumed for their cartographic accuracy. Drawings are not intended to be exact in size, scale or detail.

Areas and dimensions of the property may or may not have been physically measured. If data is furnished by the principal or from plot plans or surveys furnished by the principal, or from public records, we assume it to be reasonably accurate. In the absence of current surveys, land areas may be based upon representations made by the owner's agents or our client. No responsibility is assumed for discrepancies which may become evident from a licensed survey of the property.

Our value opinion involves only the real estate and all normal building equipment if any improvements are involved. No consideration was given to personal property, (or special equipment), unless stated.

It is assumed that the property is subject to lawful, competent and informed ownership and management unless noted.

Information in this report concerning market data was obtained from buyers, sellers, brokers, attorneys, trade publications or public records. To the extent possible, this information was examined for accuracy and is believed to be reliable. Dimensions, areas or data obtained from others are believed correct; however, no guarantee is made in that the appraiser did not personally measure same.

Any information, in whatever form, furnished by others is believed to be reliable; however, no responsibility is assumed for its accuracy.

The physical condition of any improvements described herein was based on visual inspection only. Electrical, heating, cooling, plumbing, sewer and/or septic system, mechanical equipment and water supply were not specifically tested but were assumed to be in good working order, and adequate, unless otherwise specified. No liability is assumed for the soundness of structural members, since no engineering tests were made of same. The roof(s) of structures described herein are assumed to be in good repair unless otherwise noted.

The existence of potentially hazardous material used in the construction or maintenance of the building, such as urea formaldehyde foam insulation and/or asbestos insulation, which may or may not be present on the property, has not been considered. In addition no deposit of toxic wastes, unless specifically mentioned herein, have been considered. The appraiser is not qualified to detect such substances and suggests the client seek an expert opinion, if desired. Further, this report does not consider the potential ramifications due to the presence of Underground Storage Tanks (UST) or the possible environmental impact due to leakage and/or soil contamination, if present.

It is specifically noted that the appraiser(s) have not conducted tests to determine the presence of, or absence of, Radon. We are not qualified to detect the presence of Radon gas, which requires special tests and, therefore, must suggest that if the buyer is suspect as to the presence of Radon or any other potentially hazardous substances, he or she should take steps to have proper testing done by qualified firms who have the equipment and expertise to determine the presence of this substance in the property.

POLACH APPRAISAL GROUP, INC.

In addition, if the client has any concern regarding the structural, mechanical or protective components of the improvements described herein, or the adequacy or quality of sewer, water or other utilities, it is suggested that independent contractors or experts in these disciplines be retained by said client, before relying upon this appraisal.

The separate allocation between land and improvements, if applicable, represents our judgment only under the existing utilization of the property. A re-evaluation should be made if the improvements are removed or substantially altered, and the land utilized for another purpose.

All information and comments concerning the location, neighborhood, trends, construction quality and costs, loss in value from whatever cause, condition, rents, or any other data for the property appraised herein, represents the estimates and opinions of the appraiser formed after an examination and study of the property.

Any valuation analysis of the income stream had been predicated upon financing conditions as specified in the report, which we have reason to believe are currently available for this property. Financing terms and conditions other than those indicated may alter the final value conclusions.

Expenses shown in the Income Capitalization Approach, if used, are estimates only, and are based on past operating history if available, and are stabilized as generally typical over a reasonable time period.

The appraiser is not required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been made previously thereto. If the appraiser(s) is subpoenaed pursuant to court order, the client will be required to compensate said appraiser(s) for his time at his regular hourly rates plus expenses.

All opinions, as to values stated, are presented as the appraiser's considered opinion based on the information set forth in the report. We assume no responsibility for changes in market conditions or for the inability of the client or any other party to achieve their desired results based upon the appraised value. Further, some of the assumptions made can be subject to variation depending upon evolving events. We realize some assumptions may never occur and unanticipated events or circumstances may occur. Therefore, actual results achieved during the projection period may vary from those in our report.

Appraisals made subject to satisfactory completion of construction, repairs, alterations, remodeling or rehabilitation, are contingent upon completion of such work in a timely manner using good quality materials and workmanship and in substantial conformity to plans or descriptions or attachments made hereto.

Unless otherwise noted, it is assumed that the construction and use of the appraised property, if improved, complies with all public authorities having jurisdiction, including but not limited to the National Environmental Protection Act and any other applicable federal, state, municipal, and local environmental impact or energy laws or regulations.

This report should not be used or relied upon by any other party except the client to whom the report is addressed. Any party who uses or relies upon any information in the report without the preparer's written consent, does so at his own risk. The Appraiser/consultant responsibility is limited to the client, and use of this appraisal by third parties shall be solely at the risk of the client and/or third parties.

A signatory of this appraisal report is a member or affiliate of the Appraisal Institute. The Bylaws and Regulations of the Institute require each member and candidate to control the use and distribution of each appraisal report signed by such member or candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this was prepared. Selected portions of this appraisal report, however, shall not be given to third parties without prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal report. This restriction applies particularly to the valuation conclusions, the identity of the appraisers, or any reference to the Appraisal Institute, or to the MAI, SRA, or SRPA designations.

Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute.

AGENDA BRIEFING

DATE: February 19, 2010

TO: Mayor Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre, Assistant Village Engineer

RE: Awarding of Fire Hydrant and Hydrant Valve Improvements Contract

BACKGROUND/DISCUSSION:

As part of the ongoing maintenance of public utilities and assured safety of Park Forest residents, the Public Works and Fire Departments have compiled a list of damaged, obsolete and/or inoperable fire hydrants located throughout the Village. This list was used to create contract documents and plans for a project that will focus on the removal of the existing hydrant assembly and replacement with a new and improved hydrant assembly complete with valves and quick connect Storz fittings for fire hose connections during fire emergencies.

Therefore, on Thursday, February 11, at 10:00 a.m., the Department of Public Works opened 13 bids for the Fire Hydrant and Hydrant Valve Improvements project. Invitations to bid were published in the South Town Star Newspaper and sent to 26 contractors. A bid tabulation was created and provided herein, M & J Underground, Inc. located in Monee, IL, was the lowest bidder in the amount of \$199,288.00 for this work. This bid is \$22,612 dollars below the Engineer's estimate. M & J Underground has performed water main work for the village before and satisfactorily completed all items proposed.

According to the bid documents and, if agreed by the contractor, DPW may add additional quantities for the pay items in a dollar amount not to exceed 30% of the bid amount, without adjustment of the unit prices quoted by the contractor. If necessary, DPW will utilize this opportunity to complete additional work quantities and complete additional replacement work within the contract guidelines.

RECOMMENDATION: Award the Fire Hydrant and Hydrant Valve Improvements Contract to M & J Underground, Inc. of Monee, IL in the amount of \$199,288.00, with a 30% contingency for additional or unexpected work for a total cost not to exceed \$259,074.40 dollars.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular meetings of February 22, 2010 for your discussion and approval.

Village of Park Forest - Fire Hydrant & Hydrant Valve Improvements - Bid Tab

Bid Opening: February 11, 2010 10:00 a.m.

No.	ITEM	UNIT	QTY	Airy's Inc.		Calumet City Plumbing & Heating Co., Inc.		Len Cox & Sons Excavating	
				UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
1	Fire Hydrant and Valve Asseby	EA	24	\$4,602.00	\$110,448.00	\$4,620.00	\$110,880.00	\$3,850.00	\$92,400.00
2	EZ Valve and Valve Box - 6 Inch	EA	2	\$5,980.00	\$11,960.00	\$5,780.00	\$11,560.00	\$8,300.00	\$16,600.00
3	Cut in Tee - 6x6 Inch	EA	6	\$2,105.00	\$12,630.00	\$2,490.00	\$14,940.00	\$2,900.00	\$17,400.00
4	Cut in Tee - 8x6 Inch	EA	4	\$2,320.00	\$9,280.00	\$2,950.00	\$11,800.00	\$3,100.00	\$12,400.00
5	Cut in Tee - 10x6 Inch	EA	1	\$2,914.00	\$2,914.00	\$3,650.00	\$3,650.00	\$3,400.00	\$3,400.00
6	Line Stop - 6 Inch	EA	6	\$4,026.00	\$24,156.00	\$4,750.00	\$28,500.00	\$4,150.00	\$24,900.00
7	Line Stop - 8 Inch	EA	6	\$4,572.00	\$27,432.00	\$4,860.00	\$29,160.00	\$4,600.00	\$27,600.00
8	Line Stop - 10 Inch	EA	2	\$6,428.00	\$12,856.00	\$6,475.00	\$12,950.00	\$6,000.00	\$12,000.00
9	Restoration	LOC	30	\$281.00	\$8,430.00	\$490.00	\$14,700.00	\$1,400.00	\$42,000.00
10	Traffic Control and Protection	LS	1	\$1,513.00	\$1,513.00	\$4,925.00	\$4,925.00	\$3,000.00	\$3,000.00
11	Granular Backfill Material	FT	168	\$69.00	\$11,592.00	\$55.00	\$9,240.00	\$30.00	\$5,040.00
SUBTOTAL					\$233,211.00		\$252,305.00		\$256,740.00

No.	ITEM	UNIT	QTY	M & J Underground, Inc.		Riccio Construction Corp.		Sunset Sewer & Water, Inc.	
				UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
1	Fire Hydrant and Valve Asseby	EA	24	\$3,904.00	\$93,696.00	\$6,400.00	\$153,600.00	\$4,950.00	\$118,800.00
2	EZ Valve and Valve Box - 6 Inch	EA	2	\$5,132.00	\$10,264.00	\$6,900.00	\$13,800.00	\$5,700.00	\$11,400.00
3	Cut in Tee - 6x6 Inch	EA	6	\$1,010.00	\$6,060.00	\$2,500.00	\$15,000.00	\$875.00	\$5,250.00
4	Cut in Tee - 8x6 Inch	EA	4	\$1,166.00	\$4,664.00	\$2,900.00	\$11,600.00	\$1,010.00	\$4,040.00
5	Cut in Tee - 10x6 Inch	EA	1	\$1,778.00	\$1,778.00	\$3,600.00	\$3,600.00	\$1,225.00	\$1,225.00
6	Line Stop - 6 Inch	EA	6	\$3,478.00	\$20,868.00	\$4,540.00	\$27,240.00	\$2,700.00	\$16,200.00
7	Line Stop - 8 Inch	EA	6	\$4,003.00	\$24,018.00	\$4,975.00	\$29,850.00	\$2,900.00	\$17,400.00
8	Line Stop - 10 Inch	EA	2	\$5,788.00	\$11,576.00	\$5,950.00	\$11,900.00	\$4,000.00	\$8,000.00
9	Restoration	LOC	30	\$545.00	\$16,350.00	\$1,350.00	\$40,500.00	\$975.00	\$29,250.00
10	Traffic Control and Protection	LS	1	\$4,134.00	\$4,134.00	\$4,500.00	\$4,500.00	\$750.00	\$750.00
11	Granular Backfill Material	FT	168	\$35.00	\$5,880.00	\$30.00	\$5,040.00	\$24.00	\$4,032.00
SUBTOTAL					\$199,288.00		\$316,630.00		\$216,347.00

Village of Park Forest - Fire Hydrant & Hydrant Valve
Bid Opening: February 11, 2010 10:00 a.m.

				Dawn Companies, Inc.		Dienst Sewer & Water, Inc.		DiPaolo Construction Co.	
No.	ITEM	UNIT	QTY	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
1	Fire Hydrant and Valve Asseby	EA	24	\$4,000.00	\$96,000.00	\$5,114.00	\$122,736.00	\$4,950.00	\$118,800.00
2	EZ Valve and Valve Box - 6 Inch	EA	2	\$4,500.00	\$9,000.00	\$5,644.00	\$11,288.00	\$6,400.00	\$12,800.00
3	Cut in Tee - 6x6 Inch	EA	6	\$2,600.00	\$15,600.00	\$1,186.00	\$7,116.00	\$2,600.00	\$15,600.00
4	Cut in Tee - 8x6 Inch	EA	4	\$2,750.00	\$11,000.00	\$1,383.00	\$5,532.00	\$2,900.00	\$11,600.00
5	Cut in Tee - 10x6 Inch	EA	1	\$3,360.00	\$3,360.00	\$1,508.00	\$1,508.00	\$3,500.00	\$3,500.00
6	Line Stop - 6 Inch	EA	6	\$2,800.00	\$16,800.00	\$3,746.00	\$22,476.00	\$5,000.00	\$30,000.00
7	Line Stop - 8 Inch	EA	6	\$3,000.00	\$18,000.00	\$4,626.00	\$27,756.00	\$5,400.00	\$32,400.00
8	Line Stop - 10 Inch	EA	2	\$4,000.00	\$8,000.00	\$5,506.00	\$11,012.00	\$6,700.00	\$13,400.00
9	Restoration	LOC	30	\$1,250.00	\$37,500.00	\$300.00	\$9,000.00	\$440.00	\$13,200.00
10	Traffic Control and Protection	LS	1	\$700.00	\$700.00	\$900.00	\$900.00	\$3,560.00	\$3,560.00
11	Granular Backfill Material	FT	168	\$20.00	\$3,360.00	\$33.00	\$5,544.00	\$30.00	\$5,040.00
				\$219,320.00		\$224,868.00		\$259,900.00	

				Trine Construction Corp.		Stip Bros. Excavating, Inc.		Suburban General Construction, Inc.	
No.	ITEM	UNIT	QTY	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
1	Fire Hydrant and Valve Asseby	EA	24	\$5,153.15	\$123,675.60	\$5,000.00	\$120,000.00	\$7,160.00	\$171,840.00
2	EZ Valve and Valve Box - 6 Inch	EA	2	\$7,320.50	\$14,641.00	\$5,500.00	\$11,000.00	\$8,000.00	\$16,000.00
3	Cut in Tee - 6x6 Inch	EA	6	\$602.85	\$3,617.10	\$1,500.00	\$9,000.00	\$1,000.00	\$6,000.00
4	Cut in Tee - 8x6 Inch	EA	4	\$710.75	\$2,843.00	\$1,730.00	\$6,920.00	\$1,200.00	\$4,800.00
5	Cut in Tee - 10x6 Inch	EA	1	\$959.65	\$959.65	\$1,950.00	\$1,950.00	\$1,400.00	\$1,400.00
6	Line Stop - 6 Inch	EA	6	\$1,785.60	\$10,713.60	\$3,360.00	\$20,160.00	\$500.00	\$3,000.00
7	Line Stop - 8 Inch	EA	6	\$2,506.35	\$15,038.10	\$3,810.00	\$22,860.00	\$600.00	\$3,600.00
8	Line Stop - 10 Inch	EA	2	\$2,762.00	\$5,524.00	\$5,210.00	\$10,420.00	\$750.00	\$1,500.00
9	Restoration	LOC	30	\$1,655.00	\$49,650.00	\$300.00	\$9,000.00	\$500.00	\$15,000.00
10	Traffic Control and Protection	LS	1	\$1,545.15	\$1,545.15	\$5,910.00	\$5,910.00	\$4,000.00	\$4,000.00
11	Granular Backfill Material	FT	168	\$41.30	\$6,938.40	\$22.50	\$3,780.00	\$10.00	\$1,680.00
				\$235,145.60		\$221,000.00		\$228,820.00	

Village of Park Forest - Fire Hydrant & Hydrant Valve
Bid Opening: February 11, 2010 10:00 a.m.

				Dominic Fiordirosa Construction Co., Inc.	
No.	ITEM	UNIT	QTY	UNIT \$	TOTAL \$
1	Fire Hydrant and Valve Assebly	EA	24	\$5,900.00	\$141,600.00
2	EZ Valve and Valve Box - 6 Inch	EA	2	\$7,700.00	\$15,400.00
3	Cut in Tee - 6x6 Inch	EA	6	\$1,500.00	\$9,000.00
4	Cut in Tee - 8x6 Inch	EA	4	\$1,700.00	\$6,800.00
5	Cut in Tee - 10x6 Inch	EA	1	\$2,000.00	\$2,000.00
6	Line Stop - 6 Inch	EA	6	\$4,700.00	\$28,200.00
7	Line Stop - 8 Inch	EA	6	\$5,700.00	\$34,200.00
8	Line Stop - 10 Inch	EA	2	\$6,000.00	\$12,000.00
9	Restoration	LOC	30	\$900.00	\$27,000.00
10	Traffic Control and Protection	LS	1	\$3,000.00	\$3,000.00
11	Granular Backfill Material	FT	168	\$14.00	\$2,352.00
				\$281,552.00	

				Engineers Estimate	
No.	ITEM	UNIT	QTY	UNIT \$	TOTAL \$
1	Fire Hydrant and Valve Assebly	EA	24	\$5,000.00	\$120,000.00
2	EZ Valve and Valve Box - 6 Inch	EA	2	\$4,500.00	\$9,000.00
3	Cut in Tee - 6x6 Inch	EA	6	\$1,200.00	\$7,200.00
4	Cut in Tee - 8x6 Inch	EA	4	\$1,250.00	\$5,000.00
5	Cut in Tee - 10x6 Inch	EA	1	\$1,300.00	\$1,300.00
6	Line Stop - 6 Inch	EA	6	\$4,000.00	\$24,000.00
7	Line Stop - 8 Inch	EA	6	\$4,200.00	\$25,200.00
8	Line Stop - 10 Inch	EA	2	\$4,500.00	\$9,000.00
9	Restoration	LOC	30	\$500.00	\$15,000.00
10	Traffic Control and Protection	LS	1	\$2,000.00	\$2,000.00
11	Granular Backfill Material	FT	168	\$25.00	\$4,200.00
				\$221,900.00	

**Village of Park Forest - Fire Hydrant & Hydrant Valve
 Bid Opening: February 11, 2010 10:00 a.m.**

No.	ITEM	UNIT	QTY
1	Fire Hydrant and Valve Assebly	EA	24
2	EZ Valve and Valve Box - 6 Inch	EA	2
3	Cut in Tee - 6x6 Inch	EA	6
4	Cut in Tee - 8x6 Inch	EA	4
5	Cut in Tee - 10x6 Inch	EA	1
6	Line Stop - 6 Inch	EA	6
7	Line Stop - 8 Inch	EA	6
8	Line Stop - 10 Inch	EA	2
9	Restoration	LOC	30
10	Traffic Control and Protection	LS	1
11	Granular Backfill Material	FT	168

No.	ITEM	UNIT	QTY
1	Fire Hydrant and Valve Assebly	EA	24
2	EZ Valve and Valve Box - 6 Inch	EA	2
3	Cut in Tee - 6x6 Inch	EA	6
4	Cut in Tee - 8x6 Inch	EA	4
5	Cut in Tee - 10x6 Inch	EA	1
6	Line Stop - 6 Inch	EA	6
7	Line Stop - 8 Inch	EA	6
8	Line Stop - 10 Inch	EA	2
9	Restoration	LOC	30
10	Traffic Control and Protection	LS	1
11	Granular Backfill Material	FT	168

AGENDA BRIEFING

DATE: February 19, 2010

TO: Mayor Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre – Assistant Village Engineer - DPW

RE: 2011 Fiscal Year – (July 1, 2010 to June 30, 2011), Motor Fuel Tax
Maintenance Resolution and Maintenance Cost Estimate

BACKGROUND/DISCUSSION:

Every year, The Illinois Department of Transportation requires that every municipality submit a **Municipal Estimate of Maintenance Costs**, BLR 14231 form, and a **Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code**, BLR 14230 form, to appropriate Motor Fuel Tax Funds (MFT) for various Day Labor and Contractual maintenance costs for the upcoming maintenance year. The Village's maintenance year is the same as the Village's fiscal year.

The Village's upcoming maintenance year budget includes material and equipment costs for, snow and ice control, street light maintenance, traffic sign maintenance and pavement maintenance as preformed by village day labor/staff. As well as, contractual maintenance costs for traffic signal maintenance, street sweeping, herbicide application, sidewalk restoration, pavement marking, pavement patching, as performed by contractors, and engineering costs for materials testing.

The upcoming fiscal year's Maintenance Resolution is in the amount of \$716,514.18. This amount is higher than usual due to the increase in equipment costs and costs associated with snow and ice removal.

RECOMMENDATION: Approve the Motor Fuel Tax - Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code, BLR form 14230, and Municipal Estimate of Maintenance Costs, BLR form 14231, in the amount of \$716,514.18 to appropriate Motor Fuel Tax monies for maintenance costs for Fiscal Year 2011.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular meetings of February 22, 2010 for your consideration.



Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the The Mayor and Board of Trustees of the Village of Park Forest, Illinois, that there is hereby appropriated the sum of \$716,514.18 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from July 1, 2010 to June 30, 2011.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Shiela McGann Clerk in and for the Village of Park Forest, County of Cook/Will

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Mayor and Board of Trustees at a meeting on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of 2010.

(SEAL) Village Clerk

Approved
Date
Department of Transportation
Regional Engineer



Period from 07/01/2010 to 06/30/2011

Section Number 11 - 00000 - 00 - GM

Municipality Park Forest

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
1. Contractual	I	*Western/North St	YR	0.25	4,524.0	\$1,131.00	1,131.00
Traffic Signal	I	*Western/Norwood Sq.	YR	1	4,524.0	\$4,524.00	4,524.00
Maintenance w/ IDOT	I	*Western/Main St	YR	.33	4,524.0	\$1,492.92	1,492.92
	I	*Western/Illinois St	YR	0.25	4,524.0	\$1,131.00	1,131.00
1B. w/ Cook County	I	*Sauk Trail/Central Park	YR	0.125	4,872.0	\$ 609.00	609.00
	I	*Sauk Trail/Indianwood	YR	0.5	4,872.0	\$2,436.00	2,436.00
For "*" items, the	I	*Sauk Trail/Orchard	YR	0.5	4,872.0	\$2,436.00	2,436.00
quantity = percent of	I	*Sauk Trail/Shabbona	YR	0.5	4,872.0	\$2,436.00	2,436.00
cost responsibility	I	*Sauk Trail/Blackhawk	YR	0.5	4,872.0	\$2,436.00	2,436.00
2. Contractual Traffic	I	Orchard Dr/Lakewood	Mo	12	107.00	\$1,284.00	1,284.00
Signal Maintenance	I	Orchard Dr/Indiana St	Mo	12	107.00	\$1,284.00	1,284.00
(Village Responsibility)	I	Orchard Dr/North St	Mo	12	107.00	\$1,284.00	1,284.00
	I	Orchard Dr/Main St	Mo	12	107.00	\$1,284.00	1,284.00
	I	Forest Blvd/Lakewood	Mo	12	107.00	\$1,284.00	1,284.00
Total Day Labor Costs						\$6,420.00	
Total Estimated Maintenance Operation Cost							\$25,051.92
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost							\$25,051.92

Submitted: _____ Date _____ Approved: _____ Date _____

By: _____ Title _____ Regional Engineer

Submit Four (4) Copies to Regional Engineer



Period from 07/01/2010 to 06/30/2011

Section Number 11 - 00000 - 00 - GM

Municipality Park Forest

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
3. Traffic Signs and Signals	I	Sign Posts Type A	EA	2	51.50	\$ 103.00	103.00
	I	Sign Posts Type B	EA	2	71.45	\$ 142.90	142.90
	I	Telespar Post 2 inch	EA	2	41.40	\$ 82.80	82.80
	I	Telespar Anchors	EA	2	20.15	\$ 40.30	40.30
	I	Misc. Hardware	LS	1	200.00	\$ 200.00	200.00
	I	Street Name Signs	LS	1	1,200.0	\$1,200.00	1,200.00
	I	Traffic Signal Bulbs	EA	5	6.50	\$ 32.50	32.50
	I	Traffic Signs	LS	1	1,200.0	\$1,200.00	1,200.00
	II	Vehicle 613	HR	6	39.43	\$ 236.58	236.58
	II	Vehicle 605	HR	8	55.44	\$ 443.52	443.52
4. Pavement Patching	II	Vehicle 662	HR	12	11.55	\$ 138.60	138.60
	I	UPM	T	10	108.00	\$1,080.00	1,080.00
	I	Emulsion/Prime5Gbucket	EA	24	37.50	\$ 900.00	900.00
	I	Aggregate 3/4	T	30	13.90	\$ 417.00	417.00
	I	Aggregate CA6	T	20	10.45	\$ 209.00	209.00
	I	Bituminous Surface	T	125	44.00	\$5,500.00	5,500.00
	II	Vehicle 609	HR	300	11.55	\$3,465.00	3,465.00
	II	Vehicle 610	HR	5	35.00	\$ 175.00	175.00
	II	Vehicle 621	HR	12	16.64	\$ 199.68	199.68
	II	Vehicle 624	HR	14	19.46	\$ 272.44	272.44
5. Sidewalk/Curb and Gutter Replacement	I	Concrete	CY	8	119.00	\$ 952.00	952.00
	II	Vehicle 624	HR	4	19.46	\$ 77.84	77.84
	II	Vehicle 660	HR	4	11.55	\$ 46.20	46.20
	II	Vehicle 609	HR	4	11.55	\$ 46.20	46.20
Total Day Labor Costs						\$1,122.24	
Total Estimated Maintenance Operation Cost							\$17,160.56
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost							\$17,160.56

Submitted: _____ Date _____

Approved: _____ Date _____

By: _____
Municipal Official Title

Regional Engineer

Submit Four (4) Copies to Regional Engineer



Period from 07/01/2010 to 06/30/2011

Section Number 11 - 00000 - 00 - GM

Municipality Park Forest

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
6. Snow and Ice Control	I	Salt (State Purchase)	T	2200	75.00	\$165,000.00	165,000.00
	I	Liquid Calcium Chloride	Gal	3000	0.60	\$1,800.00	1,800.00
Plowing only	II	Vehicle 801	HR	56	31.71	\$1,775.76	1,775.76
	II	Vehicle 802	HR	79	52.70	\$4,163.30	4,163.30
	II	Vehicle 803	HR	18	55.16	\$ 992.88	992.88
	II	Vehicle 808	HR	109	55.16	\$6,012.44	6,012.44
	II	Vehicle 809	HR	22	31.71	\$ 697.62	697.62
	II	Vehicle 810	HR	93	55.16	\$5,129.88	5,129.88
	II	Vehicle 811	HR	31	55.16	\$1,709.96	1,709.96
	II	Vehicle 822	HR	88	55.16	\$4,854.08	4,854.08
	II	Vehicle 823	HR	40	52.00	\$2,080.00	2,080.00
	II	Vehicle 828	HR	105	61.22	\$6,428.10	6,428.10
	II	Vehicle 831	HR	40	52.00	\$2,080.00	2,080.00
	II	Vehicle 851	HR	53	31.71	\$1,680.63	1,680.63
	II	Vehicle 857	HR	93	52.70	\$4,901.10	4,901.10
Salting only	II	Vehicle 701	HR	30	18.80	\$ 564.00	564.00
	II	Vehicle 702	HR	79	39.80	\$3,144.20	3,144.20
	II	Vehicle 703	HR	13	42.25	\$ 549.25	549.25
	II	Vehicle 708	HR	103	42.25	\$4,351.75	4,351.75
	II	Vehicle 710	HR	88	42.25	\$3,718.00	3,718.00
	II	Vehicle 711	HR	35	42.25	\$1,478.75	1,478.75
	II	Vehicle 722	HR	66	42.25	\$2,788.50	2,788.50
	II	Vehicle 723	HR	30	39.09	\$1,172.70	1,172.70
	II	Vehicle 728	HR	82	48.31	\$3,961.42	3,961.42
	II	Vehicle 731	HR	30	39.09	\$1,172.70	1,172.70
	II	Vehicle 751	HR	30	18.80	\$ 564.00	564.00
	II	Vehicle 757	HR	61	39.80	\$2,427.80	2,427.80
Total Day Labor Costs						\$25,893.07	
Total Estimated Maintenance Operation Cost							\$235,198.82
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost							\$235,198.82

Submitted: _____ Date _____ Approved: _____ Date _____

By: _____ Title _____ Regional Engineer

Submit Four (4) Copies to Regional Engineer



Period from 07/01/2010 to 06/30/2011

Section Number 11 - 00000 - 00 - GM

Municipality Park Forest

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
7. Street Light Maint.	I	Lamps 150w hps	EA	80	10.58	\$ 846.40	846.40
	I	Lamps 250w hps	EA	45	10.58	\$ 476.10	476.10
	I	Lamps 400w hps	EA	20	10.58	\$ 211.60	211.60
	I	Ballast Kits 150w	EA	30	55.50	\$1,665.00	1,665.00
	I	Ballast Kits 250w	EA	15	62.50	\$ 937.50	937.50
	I	Ballast Kits 400w	EA	10	86.90	\$ 869.00	869.00
	I	Fixtures 150w	EA	8	144.99	\$1,159.92	1,159.92
	I	Fixtures 250w	EA	8	144.99	\$1,159.92	1,159.92
	I	Fixtures 400w	EA	4	243.75	\$ 975.00	975.00
	I	Photo Cells	EA	20	12.50	\$ 250.00	250.00
	I	Wire (spool) #6,#8	EA	2	275.00	\$ 550.00	550.00
	I	Poles	EA	3	3,049.0	\$9,147.00	9,147.00
	I	Electricity	Mo	12	5,980.0	\$71,760.00	71,760.00
	I	Misc. Hardware/Supplies	LS	1	1,500.0	\$1,500.00	1,500.00
	II	Trencher Rental	DAY	2	174.00	\$ 348.00	348.00
	II	Vehicle 605	HR	900	55.44	\$49,896.00	49,896.00
	II	Vehicle 601	HR	180	11.55	\$2,079.00	2,079.00
	II	Vehicle 624	HR	14	19.46	\$ 272.44	272.44
Herbicide	II			1	4,000.0	\$4,000.00	4,000.00
Street Sweeping 11-00000-01-GM	IV			1	28,000.	\$28,000.00	28,000.00
Pavement Marking 11-00000-02-GM	IV			1	20,000.	\$20,000.00	20,000.00
Sidewalk/Curb&Gutter 11-00000-03-GM	IV			1	70,000.	\$70,000.00	70,000.00
Pavement Patching 11-00000-04-GM	IV			1	180,000	\$180,000.00	160,000.00
Total Day Labor Costs						\$180,000.00	
Total Estimated Maintenance Operation Cost							\$426,102.88
Preliminary Engineering							
Engineering Inspection							
Material Testing						13,000.00	
Total Estimated Engineering Cost							\$13,000.00
Total Estimated Maintenance Cost							\$439,102.88

Submitted: _____ Date _____ Approved: _____ Date _____
 By: _____ Dir. of Public Work _____
 Municipal Official Title Regional Engineer

Submit Four (4) Copies to Regional Engineer

AGENDA BRIEFING

Memorandum

DATE: February 11, 2010

TO: Mayor John Ostenburg
Board of Trustees

FROM: Thomas Mick,
Village Manager

RE: A RESOLUTION AUTHORIZING AMENDMENTS TO A SITE LEASE AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND SPRINTCOM NEXTEL

BACKGROUND/DISCUSSION:

In December 2002, the Village entered into a 15-year cellular antenna lease with SprintCom on the installation of wireless antennas and associated equipment at the Village's water tower site on Blackhawk Drive.

In recent months, Clearwire (as a subsidiary of SprintCom Nextel) has approached the Village regarding proposed amendments which would allow the cellular company to install two satellite dishes to the top of the Blackhawk Water Tower. Negotiations on these proposed amendments include the following highlights:

- a one-time \$5,000 payment 'sign-on' bonus to be paid to the Village at the inception of the amended lease;
- an allotment of up to \$7,000 to cover reimbursement the Village's costs related to legal review, plan review and construction oversight;
- an increase in the monthly lease amount by \$800 per month. The original lease was for \$1,635 per month with a 3% annual increase. Since 2002, this lease amount has increased to \$2,010 per month and will move to \$2,810 per month with the lease amendment; and
- the lease will maintain a 3% increase in rent with each year of the lease through 2017.

Attached is a copy of the associated enabling resolution, the proposed lease amendment and the original cellular antenna lease. The resolution and lease amendment have been reviewed by Village Attorney Howard Metz.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Rules and Regular Meetings of February 22, 2010 for Board consideration and approval.

RESOLUTION No. _____

**A RESOLUTION AUTHORIZING AMENDMENTS TO A SITE
LEASE AGREEMENT BETWEEN THE VILLAGE OF
PARK FOREST AND SPRINTCOM NEXTEL**

WHEREAS Clearwire, as a subsidiary of SprintCom Nextel, desires to amend an existing lease agreement with the Village of Park Forest for the installation of satellite dishes on the Village-owned Blackhawk Water Tower;

WHEREAS said satellite dishes would provide improved internet reception and capabilities for customers of Clearwire/SprintCom/Nextel in the Village of Park Forest; and

WHEREAS said agreement would provide annual revenues in excess of \$33,720 to the Village of Park Forest throughout the balance of the agreement, which runs through 2017.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the Amendment No. 1 to PCS Site Agreement be approved substantially in the form attached.

BE IT FURTHER RESOLVED that the Village Manager or designee is authorized to execute said agreement and any related documents.

ADOPTED this _____ day of February 2010.

APPROVED:

ATTEST:

Mayor

Village Clerk

AMENDMENT NO. 1 TO PCS SITE AGREEMENT

This Amendment No. 1 to “PCS Site Agreement” (“**Amendment**”), effective as of the date last signed below (“**Effective Date**”), amends a certain “PCS Site Agreement” between SprintCom, Inc., a Kansas corporation (“SprintCom”) (“**Lessee**”), and the Village of Park Forest (“**Owner**”) dated December 20, 2002 (the “**Agreement**”).

BACKGROUND

Lessee desires to modify its installation on the Site by adding equipment to the Facilities within existing entitlements, as more particularly described in Exhibit B-1 annexed hereto. In consideration for such modifications, the Rent shall be increased pursuant to the terms and conditions set forth below. Lessee also desires to allow its affiliates or joint venture partners to use some portion of Site.

Lessee and City therefore desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which is acknowledged, Owner and Lessee agree as follows:

- 1. Modification to the Facilities.** Exhibit B of the Agreement is amended to include the revised Exhibit B-1, consisting of lease drawings labeled T-1, N-1,C-1, C-2, A-1, A-2, A-3, GR-1, and WT-1, a copy of which is attached and made a part hereof. Upon full execution of this Amendment, Lessee is permitted to do all work necessary to prepare, maintain and alter ~~the to~~ install, modify or otherwise relocate the Facilities, all as more fully described and contemplated in Exhibit B-1.
- 2. Expiration or Termination of Sublease.** If Lessee’s sublessee or sublicensee (i) does not install, construct or add equipment to the Site, or (ii) installs equipment, but later removes the equipment, then upon written notice to Owner, Lessee may terminate this Amendment. After terminating the Amendment, the terms and conditions of the Agreement as they existed immediately prior to the Effective Date of this Amendment shall be deemed ratified, and shall continue in full force and effect. Rent shall revert to the amount in effect immediately prior to the Effective Date of this Amendment, plus any rental increases, including annual escalators or rent increases due to other site modifications made by Lessee, which occurred during the period of time between the Effective Date of this Amendment and the termination date of this Amendment.
- 3. Modification to Rent.** In consideration for the revisions contemplated by this Amendment, effective upon the first day of the month following the Effective Date, the monthly rent will be increased by \$800.00. Within thirty (30) days following the effective date of this Amendment, Lessee shall make a one-time, lump sum payment as a signing bonus in the amount of Five Thousand and No/100 Dollars (\$5,000.00) which shall be made payable to Owner. Also the Lessee will reimburse the Owner for costs incurred for legal, plan review and construction oversight up to but not to exceed \$7,000.00. Such reimbursement will be initiated to Owner by Lessee provided copies of billing statement from such review and oversight are provided.



4. **Owner and Lessee Notice Address.** The Owner's and Lessee's notice address in Section 6 of the PCS Site Agreement is hereby deleted in its entirety and replaced with the following:

Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Owner: Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Attn: Thomas Mick, Village Manager

Lessee: Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

5. **General Terms and Conditions.**

- (a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- (b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- (c) This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- (d) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

The parties have executed this Amendment as of the Effective Date.

OWNER:
VILLAGE OF PARK FOREST

LESSEE:
SPRINTCOM, INC.,
a Kansas corporation

By: _____

By: _____

Date: _____

Date: _____

Title: _____

Title: _____

Tax ID: _____



Exhibit B-1

[Attached]



DRAWING INDEX

TITLE SHEET	REV.
T-1	C
N-1	C
C-1	C
C-2	C
A-1	C
A-2	C
A-3	C
GR-1	C
WT-1	C

SPECIAL NOTES

ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT CLEAR WIRELESS CONSTRUCTION INSTALLATION GUIDE (EX) CONDITIONS WILL BE CHECKED AND VERIFIED IN FIELD. IF SIGNIFICANT DEVIATIONS OR DETERIORATION ARE ENCOUNTERED AT THE TIME OF CONSTRUCTION, A REPAIR PERMIT WILL BE OBTAINED AND CONTRACTOR SHALL NOTIFY STRUCTURAL ENGINEER IMMEDIATELY. CONTRACTOR SHALL VERIFY ALL PLANS AND (EX) DIMENSIONS AND CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

THESE DRAWINGS ARE FULL SIZE AND ARE SCALEABLE ON 11"X 17" SHEET SIZE AND ARE NOT REDUCED IN SIZE.

STATEMENT THAT CORRELANCE WITH THE ENERGY CODE IS NOT REQUIRED

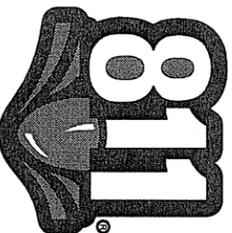
-SCOPE OF WORK DOES NOT INVOLVE MODIFICATIONS OF EXTERIOR MODIFICATIONS TO EXTERIOR ENVELOPE OF BUILDING, HVAC SYSTEMS OR ELECTRICAL LIGHTING.

UTILITIES COORDINATION

NOTE:
48 HOURS PRIOR TO DIGGING, CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES TO LOCATE ALL UNDERGROUND UTILITIES.

POWER COMPANY:
COMED
PHONE: 866-639-3532

TELEPHONE COMPANY:
AT&T
PHONE: 800-251-0902



Know what's below.
Call before you dig.

Clear Wireless LLC

A NEVADA LIMITED LIABILITY COMPANY, A SPRINT AFFILIATE

SITE NAME:
CH54XC996

CLEAR WIRELESS SITE ID:
IL-CH16523

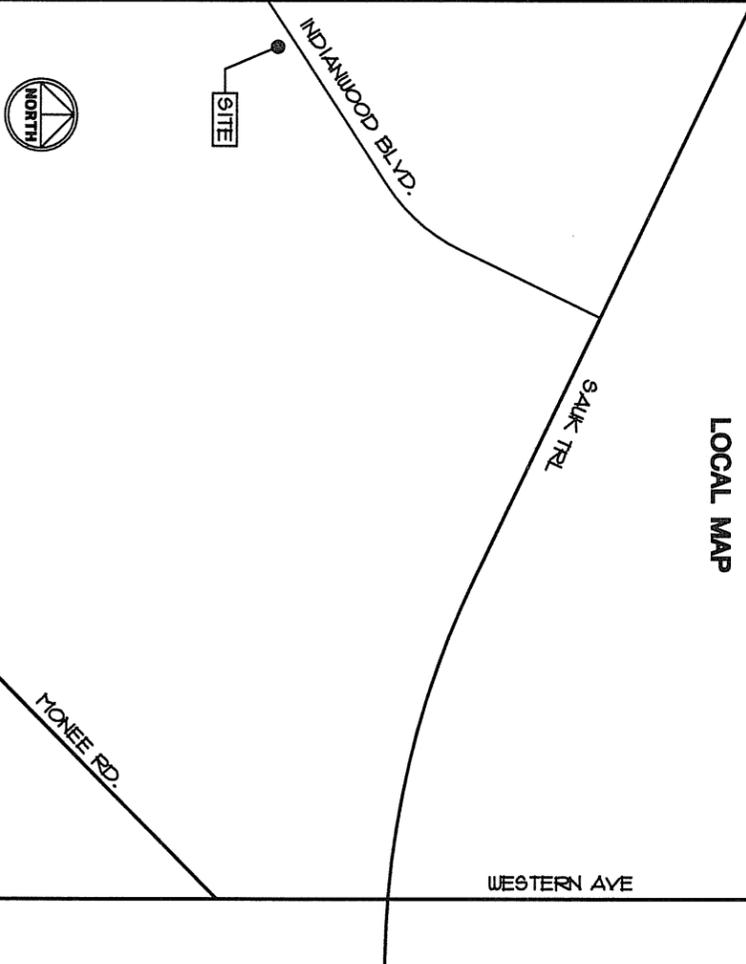
HOST SITE ID:
CHO2YC523

**380 INDIANWOOD BOULEVARD
PARK FOREST, IL 60466**

DIRECTIONS

DIRECTIONS FROM CLEAR WIRELESS OFFICE AT 5600 N RIVER RD, ROSEMONT, IL 60018:
DEPART 5600 N RIVER RD, ROSEMONT, IL 60018 ON N RIVER RD (SOUTH), TURN RIGHT (WEST) ONTO BALDORAL AVE, MERGE ONTO I-294 S VIA THE RAMP ON THE LEFT, MERGE ONTO I-80 W TOWARD I-57 S/OWLA, MERGE ONTO I-57 S VIA EXIT 151A ON THE LEFT TOWARD MEMPHIS, TAKE THE 94AK TRAIL, EXIT, EXIT 339, TURN RIGHT ONTO 94AK TRAIL, TURN RIGHT ONTO INDIANWOOD BLVD, ARRIVE AT 380 INDIANWOOD BLVD, PARK FOREST, IL 60466.

LOCAL MAP



PROJECT SUMMARY

SCOPE OF WORK: NEW CLEAR WIRELESS EQUIPMENT CABINET ON NEW PLATFORM WITH NEW CLEAR WIRELESS BACKHAUL AND WIMAX ANTENNAS MOUNTED AT EXISTING HANDRAIL AT TANK TOP.

SITE NAME: CH54XC996

CLEAR WIRELESS SITE ID: IL-CH16523

HOST SITE ID: CHO2YC523

TOWER OWNER: 380 INDIANWOOD BOULEVARD PARK FOREST, IL 60466

SITE CONTACT: VILLAGE OF PARK FOREST

APPLICANT: RON ERICKSON
PHONE * (708) 503-1102
CLEAR WIRELESS BROADBAND

GEOGRAPHIC COORDINATES: LATITUDE: 41.72936
LONGITUDE: -87.632436

GROUND ELEVATION: TBD

JURSDICTION: VILLAGE OF PARK FOREST

TAX ID NUMBER: TBD

COUNTY: COOK COUNTY

BUILDING CODES: INTERNATIONAL BUILDING CODE (CURRENT)
NATIONAL ELECTRICAL CODE (CURRENT)

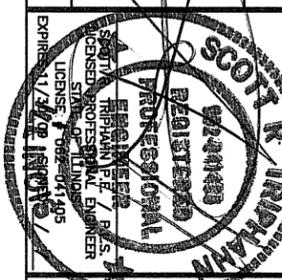
CONSULTING TEAM

PROFESSIONAL ENGINEER: U-T COMMUNICATION DESIGN GROUP, LLC
2675 PRATTIN AVE,
HOFTMAN ESTATES, IL 60192
TEL: (224) 293-6333
FAX: (224) 293-6444

STRUCTURAL ENGINEER: BOU-TECH
336 LIND LANE
BATAVIA, IL 60510
TEL: (630) 406-9512

W-T COMMUNICATION DESIGN GROUP, LLC

2675 Pratin Avenue
Hoffman Estates, Illinois 60192
PH: (224) 293-6333
www.wtengr.com
IL License No.: 184-001108 Exp: 04/30/11



Clear Wireless LLC

A NEVADA LIMITED LIABILITY COMPANY, A SPRINT AFFILIATE

SITE NAME: CH54XC996
CLEAR WIRELESS SITE ID: IL-CH16523

WIMAX ID: CH02YC523
**380 INDIANWOOD BOULEVARD
PARK FOREST, IL 60466**

NO.	DATE	ISSUED FOR PERMIT	AC RSK CWS	RSK RAK CWS	BY	CHK APP'D
C	08/17/09					
B	09/12/09	90X DRAWINGS				
A	04/03/09	LEASE EXHIBIT				
SCALE: AS SHOWN		DESIGNED BY: RAK	DRAWN BY: RSM			

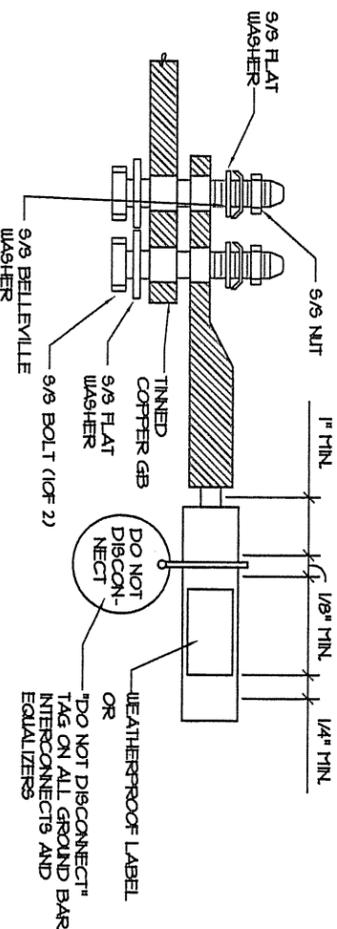
PROJECT NUMBER: T090420

DRAWING TITLE: T-1
SHEET:

DRAWING NUMBER: T-1

ELECTRICAL NOTES

1. WIRING SHALL BE AWG STRANDED WITH THIN OR EQUIVALENT INSULATION. #12 MINIMUM INSTALLED 1/2" MINIMUM CONDUIT. SIGNAL WIRING SHALL BE INSTALLED #12 AWG NO BX OR ROMEX CABLE IS PERMITTED. CONDUITS SHALL BE SURFACE MOUNTED.
2. WIRING DEVICES AND EQUIPMENT SHALL BE UL LISTED SPECIFICATIONS GRADE.
3. MATERIAL SHALL BE NEW AND CONFORM TO THE APPLICABLE STANDARDS ESTABLISHED FOR EACH ITEM BY THE ORGANIZATIONS LISTED BELOW.
 - AMERICAN SOCIETY FOR TESTING MATERIALS (ASTM)
 - UNDERWRITERS LABORATORY (UL)
 - NATIONAL ELECTRICAL MANUFACTURING ASSOCIATION (NEMA)
 - AMERICAN STANDARDS ASSOCIATION (ASA)
 - NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
4. INSTALLATION OF MATERIALS SHALL COMPLY WITH REGULATIONS OF:
 - THE NATIONAL ELECTRICAL CODE (NFPA 70)
 - THE NATIONAL ELECTRICAL SAFETY CODE (ANSI C-22)
 - THE LIFE SAFETY CODE (NFPA 101)
 - LOCAL BUILDING CODES
5. THE ENTIRE SYSTEM SHALL BE SOLIDLY GROUNDED USING LOCKRITS AND BONDING ON CONDUITS AND PROPERLY BONDED GROUND CONDUCTOR, RECEPTACLES AND EQUIPMENT BRANCH CIRCUITS SHALL BE GROUNDED WITH A FULL-SIZED EQUIPMENT GROUNDING CONDUCTOR RUN IN THE CIRCUIT'S CONDUIT.
6. OUTLET AND JUNCTION BOXES SHALL BE ZINC-COATED OR CADMIUM PLATED STEEL NOT LESS THAN 4" SQUARE AND SUITABLE FOR THE TYPE SERVICE AND OUTLET. OUTLET AND JUNCTION BOXES SHALL BE SURFACE MOUNTED AND LABELED WITH BRANCH CIRCUIT BREAKER NUMBER.
1. LABEL ALL EQUIPMENT SERVED FROM CLEAR WIRELESS LLC. PANELBOARD WITH PHENOLIC LABEL SIZED IN RELATION TO USAGE.
8. INDOOR CONDUCTORS SHALL BE INSTALLED IN EMT UNLESS NOTED OTHERWISE. OUTDOOR CONDUCTORS SHALL BE INSTALLED IN RIGID GALVANIZED STEEL UNLESS NOTED OTHERWISE WHERE EMT IS USED. IT SHALL BE WITH ONLY LISTED COMPRESSION FITTINGS. NO SET SCREW FITTINGS SHALL BE ALLOWED.
9. CONTRACTOR TO PROVIDE AND INSTALL ENGRAVED LABEL ON THE CLEAR WIRELESS LLC. METER SOCKET ENCLOSURE.



- NOTES:
1. PROVIDE 2-HOLE LONG BARREL, TINNED 5/16\"/>
 2. ALL GRIP CONNECTIONS MUST BE MADE USING HYDRAULIC TOOLS AND THREE POINT HEXAGONAL COMPRESSION HOLDS ON LONG BARREL LUGS.
 3. ALL MECHANICAL CONNECTIONS MUST BE MADE USING THOMAS AND BETTS "KORR-SHIELD". COAT ALL SURFACES BEFORE WIRING. COAT ALL SURFACES BEFORE CONNECTING.

GROUND LUG CONNECTION

SCALE : NONE

GROUNDING NOTES

1. GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
2. ALL GROUNDING DEVICES SHALL BE UL APPROVED OR LISTED FOR THEIR INTENDED USE.
3. GROUND WIRES SHALL BE TINNED #12 AWG BARE SOLID CU UNLESS NOTED OTHERWISE.
4. GROUNDING CONNECTIONS SHALL BE EXOTHERMIC (CADWELDED) UNLESS NOTED OTHERWISE. CLEAN SURFACES TO SHINY METAL. WHERE GROUND WIRES ARE CADWELDED TO GALVANIZED SURFACES, SPRAY CADWELD WITH GALVANIZING PAINT.
5. ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BOND GROUNDING LEADS WITH A MINIMUM 8" RADIIUS. PRIOR TO INSTALLING LUGS ON GROUND WIRES, APPLY THOMAS & BETTS KORR-SHIELD (TM OF JET LUB INC) PRIOR TO BOLTING GROUND WIRE LUGS TO GROUND BARS. APPLY KORR-SHIELD OR EQUAL.
6. PREPARE ALL BONDING SURFACES FOR GROUNDING CONNECTIONS BY REMOVING ALL PAINT AND CORROSION DOWN TO SHINY METAL. FOLLOWING CONNECTION, APPLY APPROPRIATE ANTI-OXIDIZATION PAINT.
1. GROUNDING WIRE CONNECTIONS SHALL BE 3-CRIMP C-TAP COMPRESSION TYPE. SPLIT BOLTS ARE NOT ACCEPTABLE.
8. CONNECTORS SHALL BE CRIMPED USING HYDRAULIC CRIMPING TOOLS. SURFACE CONNECTIONS SHALL BE MADE TO BARE METAL. PAINTED SURFACES SHALL BE FILED TO ENSURE PROPER CONTACT. APPLY NON-OXIDIZING AGENT TO CONNECTIONS.
9. COPPER BUSSES SHALL BE CLEANED, POLISHED AND A NON-OXIDIZING AGENT APPLIED. NO FINGERPRINTS OR DISCOLORED COPPER WILL BE PERMITTED. GROUNDING CONDUCTORS SHALL BE RUN THROUGH PVC SLEEVE WHERE ROUTED THROUGH WALLS, FLOORS, AND CEILING. ENDS OF CONDUIT SHALL BE GROUNDED. SEAL BOTH ENDS OF CONDUIT WITH SILICONE CALK.
10. HARDWARE (IE NUTS, WASHERS, ETC) IS TO BE STAINLESS STEEL. EXOTHERMIC WELDS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
11. THE ENTIRE SYSTEM SHALL BE SOLIDLY GROUNDED USING LOCKRITS, AND BONDING NUTS ON CONDUITS AND PROPERLY BONDED GROUND CONDUCTORS, RECEPTACLES AND EQUIPMENT BRANCH CIRCUITS SHALL BE GROUNDED WITH A FULL SIZED EQUIPMENT GROUNDING CONDUCTOR RUN IN THE CIRCUIT'S CONDUIT.
12. INSTALL GROUND BUSHINGS ON ALL METALLIC CONDUITS AND BOND TO THE EQUIPMENT GROUND BUS IN THE PANEL BOARD.
13. GROUND BARS (SECTOR COLLECTOR AND MASTER) SHALL BE BARE 1/4"x4" COPPER LARGE ENOUGH TO ACCOMMODATE THE REQUIRED NUMBER OF GROUND CONNECTIONS. THE HARDWARE SECURING THE MGB SHALL ELECTRICALLY INSULATE THE MGB FROM ANY STRUCTURE TO WHICH IT IS FASTENED.
14. APPLY THE KORR-SHIELD OR APPROVED EQUAL PRIOR TO MAKING MECHANICAL CONNECTIONS. CONNECTIONS SHALL BE MADE WITH STAINLESS STEEL BOLTS, NUTS AND LOCK WASHERS 3/8" DIAMETER MIN. WHERE GALVANIZING IS REMOVED FROM METAL IT SHALL BE PAINTED OR TOUCHED UP WITH GALVONOX OR EQUAL.
15. ALL TERMINATIONS AT EQUIPMENT ENCLOSURES, PANELS, FRAMES OR EQUIPMENT AND WHERE EXPOSED FOR GROUNDING CONDUCTOR TERMINATION SHALL BE PERFORMED UTILIZING TWO HOLE BOLTED TONGUE COMPRESSION TYPE WITH STAINLESS STEEL SELF-TAPPING SCREWS.
16. ALL CLAMPS AND SUPPORTS USED TO SUPPORT THE GROUNDING SYSTEM CONDUCTORS AND PVC CONDUITS SHALL BE PVC TYPE (NON-CONDUCTIVE). DO NOT USE METAL BRACKETS OR SUPPORTS WHICH WOULD FORM A COMPLETE RING AROUND ANY GROUNDING CONDUCTOR.
17. ALL BOLTS, WASHERS AND NUTS USED ON GROUNDING CONNECTIONS SHALL BE STAINLESS STEEL.
18. THE CONTRACTOR SHALL ENGAGE AN INDEPENDENT ELECTRICAL TESTING FIRM TO TEST AND VERIFY THAT RESISTANCE TO EARTH DOES NOT EXCEED 5.0 OHMS. PROVIDE A COPY OF TESTING REPORT, INCLUDING THE METHOD AND INSTRUMENTS USED TO VERIFY RESISTANCE TO CLEAR WIRELESS LLC. REPRESENTATIVE.

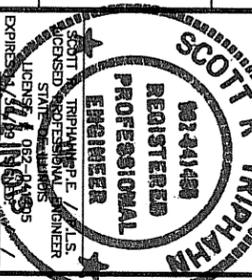
GENERAL NOTES

1. OBTAIN PERMITS AND PAY FEES RELATED TO ELECTRICAL WORK PERFORMED ON THIS PROJECT. DELIVER COPIES OF ALL PERMITS TO CLEAR WIRELESS LLC.
2. SCHEDULE AND ATTEND INSPECTIONS RELATED TO ELECTRICAL WORK REQUIRED BY JURISDICTION HAVING AUTHORITY. CORRECT AND PAY FOR ANY WORK REQUIRED TO PASS ANY FAILED INSPECTION.
3. REDLINED AS-BUILTS ARE TO BE DELIVERED TO CLEAR WIRELESS LLC. REPRESENTATIVE.
4. PROVIDE TWO COPIES OF OPERATION AND MAINTENANCE MANUALS IN THREE-RING BINDER.
5. FURNISH AND INSTALL THE COMPLETE ELECTRICAL SYSTEM, TELCO SYSTEM AND THE GROUNDING SYSTEM AS SHOWN ON THESE DRAWINGS.
6. ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER AND SHALL BE SUBJECT TO APPROVAL BY CLEAR WIRELESS LLC. REPRESENTATIVES.
1. CONDUCT A PRE-CONSTRUCTION SITE VISIT AND VERIFY EXISTING SITE CONDITIONS AFFECTING THIS WORK. REPORT ANY OMISSIONS OR DISCREPANCIES FOR CLARIFICATION PRIOR TO THE START OF CONSTRUCTION.
8. PROTECT ADJACENT STRUCTURES AND FINISHES FROM DAMAGE. REPAIR TO ORIGINAL CONDITION ANY DAMAGED AREA.
9. REMOVE DEBRIS ON A DAILY BASIS. DEBRIS NOT REMOVED IN A TIDELT FASHION WILL BE REMOVED BY OTHERS AND THE RESPONSIBLE SUBCONTRACTOR SHALL BE CHARGED ACCORDINGLY. REMOVAL OF DEBRIS SHALL BE COORDINATED WITH THE SITE OWNERS REPRESENTATIVE. DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF LEGALLY. USE OF THE PROPERTY'S DUMPSTER IS PROHIBITED.
10. CONTRACTOR TO CONFIRM AVAILABLE CAPACITY AT EXISTING UTILITY PEDestal AND ADVISE ENGINEER OF SERVICE SIZE AND FALL T CURRENT LEVEL.
11. IF FEDERAL DOES NOT HAVE ADEQUATE CAPACITY, CONTRACTOR TO SUBMIT COST QUOTATION TO UPGRADE UPON APPROVAL OF SUBMITTED COST QUOTATION. THE CONTRACTOR SHALL PROVIDE NEW SERVICE AND/OR UPGRADE SERVICE FEEDERS AND EQUIPMENT/ ELECTRODE GROUNDING CONDUCTORS SIZE ACCORDINGLY.
12. CONTRACTOR SHALL VERIFY SEPARATION DIMENSION BETWEEN POWER COMPANY ELECTRICAL CONDUITS AND LP GAS PIPES AS PER UTILITY MANUFACTURERS SPECIFICATIONS.
13. CONTRACTOR SHALL VERIFY THAT THE TOTAL NUMBER OF SERVICE ENTRANCE DISCONNECTS IN THE EXISTING UTILITY COMPANY PEDestal MUST NOT EXCEED SIX. IF THE NEW SERVICE ADDED EXCEEDS THIS VALUE, CONTRACTOR MUST COORDINATE WITH THE UTILITY COMPANY AND AUTHORITY HAVING JURISDICTION. THE RUNNING OF AN ADDITIONAL EXCLUSIVE AND DEDICATED SERVICE LATERAL SET FOR THE NEW LOAD ADDED TO THE COMPOUND AS PER NEC ARTICLE 230-21(B).
14. THE EQUIPMENT/ PROTECTIONS MUST BE RATED FOR STANDARD AIC RATE HIGHER THAN INCOMING EQUIPMENT AND/OR UTILITY COMPANY AIC RATE.
15. CONTRACTOR SHALL COORDINATE THE UTILITIES WITH CLEAR WIRELESS LLC.



W-T COMMUNICATION DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE

2875 Palmdale Avenue
Holliston, MA 01923
PH: (251) 333-9999
WWW.WTDESIGN.COM
IL License No. 184-001108 Exp. 04/30/11



Clear Wireless LLC.
A NEVADA LIMITED LIABILITY COMPANY, A SPRINT AFFILIATE

SITE NAME: CH54XC996

CLEAR WIRELESS SITE ID: IL-CH16523

WINMAX ID: CH02YC523

880 BIRMANWOOD BOULEVARD
PARK FOREST, L. 80468

NO.	DATE	REVISIONS	BY	CHK	APP'D
C	06/17/09	ISSUED FOR PERMIT	RSW	RAK	CMS
B	05/12/09	90% DRAWINGS	AC	RAK	CMS
A	04/03/09	LEASE EXHIBIT	RSW	RAK	CMS
SCALE:	AS SHOWN	DESIGNED BY:	RAK	DRAWN BY:	RSW

PROJECT NUMBER
T090420

DRAWING TITLE
ELECTRIC / GROUNDING NOTES & DETAILS

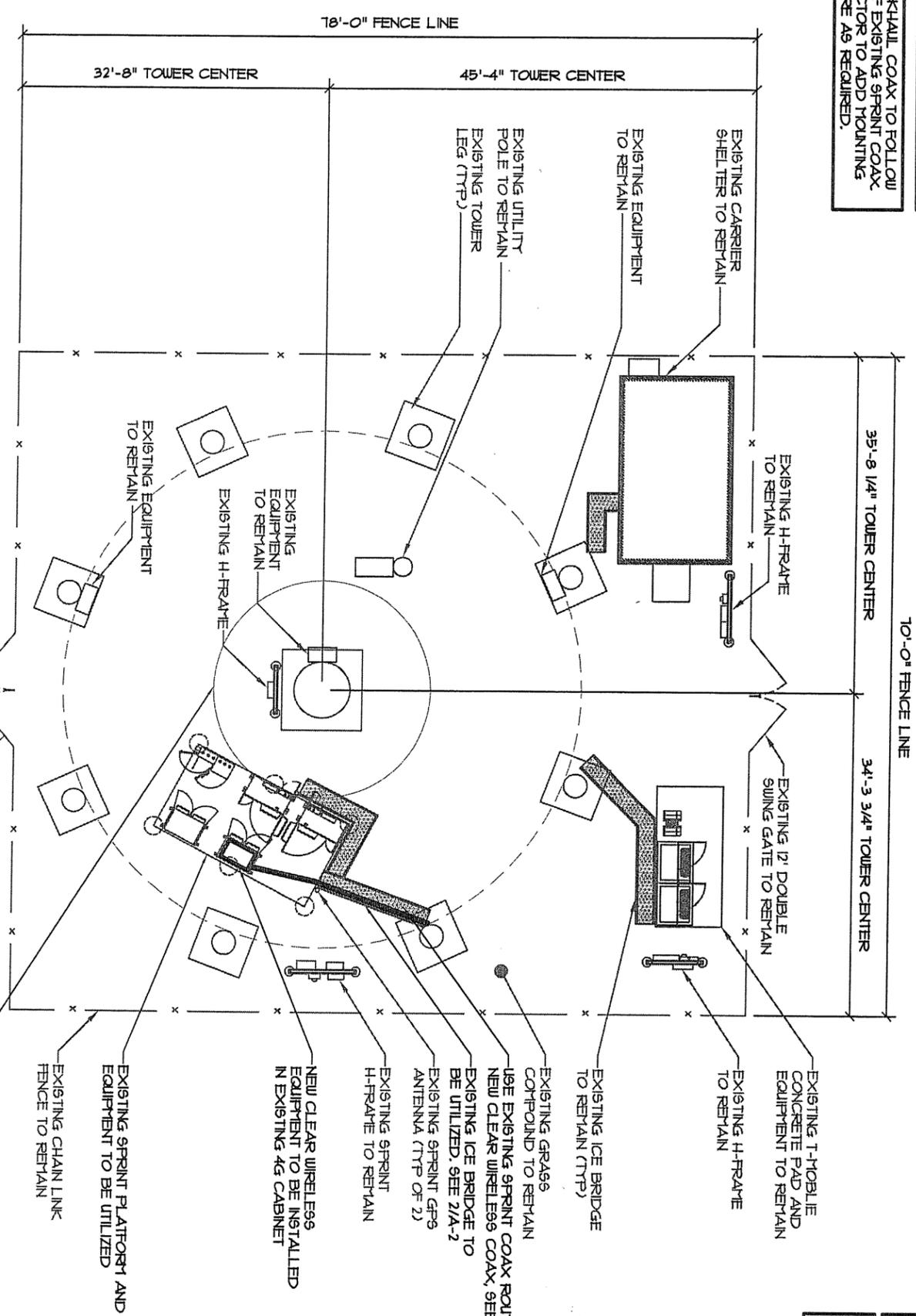
DRAWING NUMBER
N-1

GENERAL NOTES

1. ALL ELEVATIONS SHOWN HAVE BEEN TAKEN FROM AVAILABLE RECORDS FROM CLEAR WIRELESS.
2. ALL PROPERTY LINES AND EASEMENTS SHOWN HAVE BEEN TAKEN FROM AVAILABLE RECORDS.
3. ALL CONSTRUCTION SHALL CONFORM TO CURRENT LOCAL, STATE AND FEDERAL CODES
4. CONTRACTOR SHALL TAKE APPROPRIATE CARE TO PROTECT EXISTING PROPERTY, STRUCTURES AND EQUIPMENT DURING CONSTRUCTION AND SHALL RESTORE OR REPLACE ANY DAMAGED ITEMS AT CLEAR WIRELESS DIRECTION
5. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION RELATED ACTIVITIES WITH CLEAR WIRELESS CONSTRUCTION MANAGER AS REQUIRED TO NOT DISRUPT EXISTING EQUIPMENT ON SITE
6. ALL MAJOR CONSTRUCTION PROCEDURES DISTURBANCES SHALL BE APPROVED BY CLEAR WIRELESS IN ADVANCE OF PROCEDURES
7. CONTRACTOR SHALL VERIFY ALL EXISTING STRUCTURE SUPPORT PRIOR TO CONSTRUCTION & REPORT ANY CONCERNS OR DISCREPANCIES TO ENGINEER IMMEDIATELY
8. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY AND PROTECTION OF EXISTING BUILDING STRUCTURES INVOLVED BY THIS SCOPE OF WORK
9. CONTRACTOR SHALL NOT DISRUPT ANY UTILITY SERVICES WITHOUT PROPER PERMISSIONS
10. CONTRACTOR SHALL NOT LEAVE ANY TOOLS, DEBRIS OR SUPPLIES ON SITE DURING OFF-TIMES.
11. CONTRACTOR SHALL DISPOSE OF ANY SITE RELATED DEBRIS WHEN COMPLETED WITH SCOPE OF WORK
12. CONTRACTOR SHALL PROVIDE OSHA APPROVED SIGNAGE AS REQUIRED
13. ANY INCIDENTS SHALL BE REPORTED TO CLEAR WIRELESS WITHIN 2 HOURS OF OCCURRENCE
14. CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS OR STRUCTURES CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION
15. CONTRACTOR SHALL VERIFY ALL EXISTING BURIED AND OVERHEAD UTILITIES PRIOR TO EXCAVATION, CONTRACTOR SHALL REPAIR ALL DAMAGED UTILITIES AT HIS OWN COST AND COORDINATE ANY REPAIRS WITH RESPECTIVE UTILITY COMPANY.
16. CONTRACTOR SHALL NOT CONTACT LANDLORD, ALL LANDLORD AFFAIRS SHALL BE HANDLED BY SITE ACQUISITION PERSONNEL.

CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION

NEW BACKHAUL COAX TO FOLLOW ROUTE OF EXISTING SPRINT COAX CONTRACTOR TO ADD MOUNTING HARDWARE AS REQUIRED.



POWER FOR NEW CLEAR WIRELESS BACKHAUL RADIO SHALL BE FROM EXISTING DC PANEL WITHIN EXISTING 4G POWER CABINET. PROVIDE DC BREAKER AS REQUIRED

GROUNDING FOR NEW CLEAR WIRELESS BACKHAUL RADIO SHALL BE FROM EXISTING GROUND BUS WITHIN EXISTING 4G RF CABINET.

OVERALL SITE PLAN

SCALE: 1" = 15'-0"



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WIRELESS INFRASTRUCTURE

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SCOTT A. TRIVAKHAN
REGISTERED PROFESSIONAL ENGINEER
No. 002-041400
State of Illinois
PLS. CONTACT THE ENGINEER
DIRECTLY AT THE ADDRESS
INDICATED ON THE SEAL

Clear Wireless LLC

A NEVADA LIMITED LIABILITY COMPANY, A SPRINT AFFILIATE

SITE NAME: CH54XC996
CLEAR WIRELESS SITE ID: IL-CH16523

WIMAX ID: CH02YC523
380 REDMANWOOD BOULEVARD PARK FOREST, IL 60468

NO.	DATE	REVISIONS	BY	CHK	APP'D
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A	04/03/09	LEASE EXHIBIT	RSM	RAK	CMS

SCALE: AS SHOWN DESIGNED BY: RAK DRAWN BY: RSM

PROJECT NUMBER
T090420

DRAWING TITLE
GENERAL NOTES & OVERALL SITE PLAN

DRAWING NUMBER
C-1

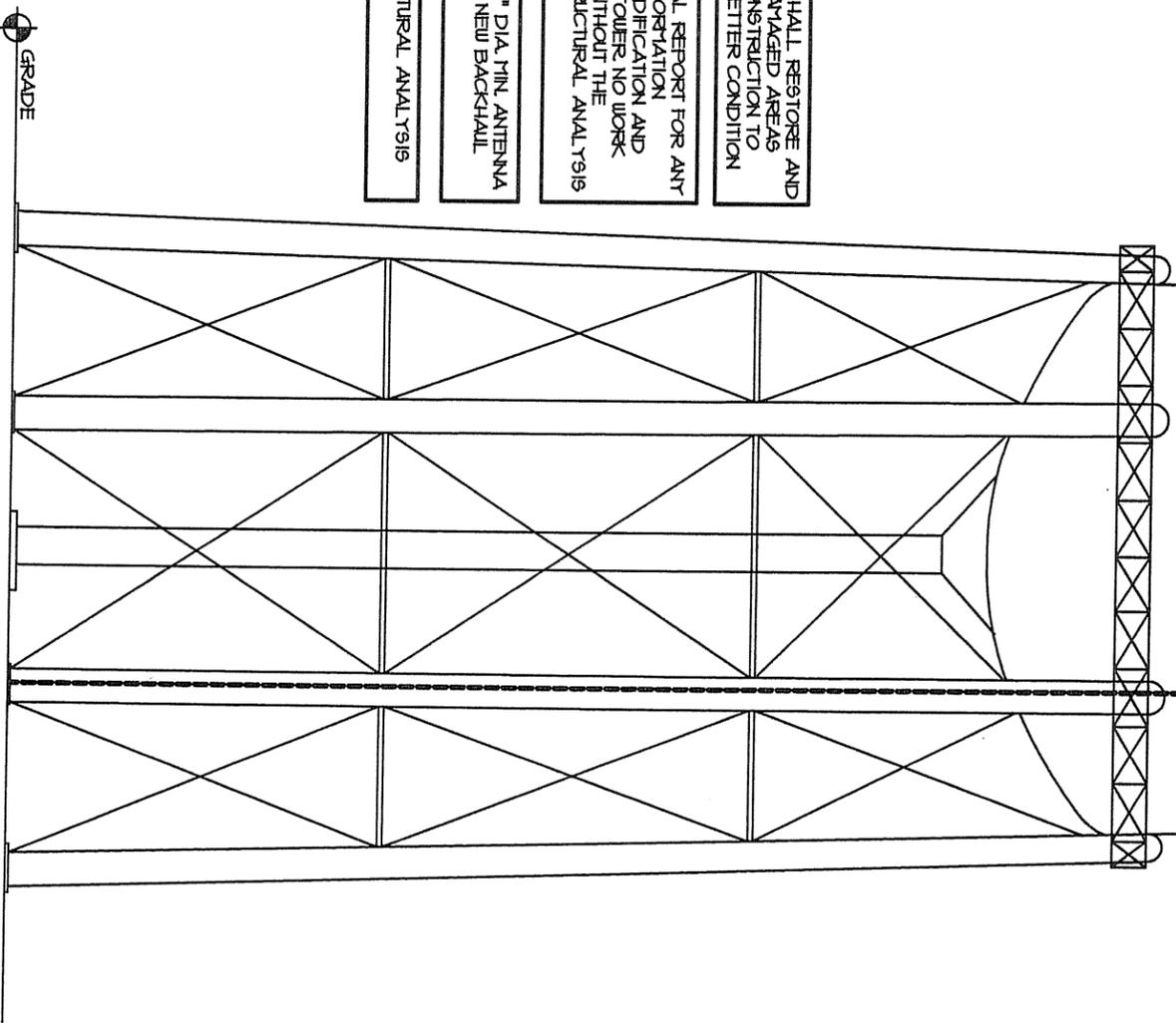
- EXISTING SPRINT ANTENNAS & ELEV = 120'-0"
- PROPOSED CLEAR WIRELESS BACKHAUL ANTENNAS & ELEV = 117'-0"
- EXISTING CARRIER ANTENNAS & ELEV = 415'-0"
- TOP OF TOWER & ELEV = 412'-0"
- EXISTING SPRINT ANTENNAS TO REMAIN
- NEW CLEAR WIRELESS BACKHAUL ANTENNA MOUNTED ON NEW 3" DIA PIPE (TYPE OF 2) SEE A-1, A-2 & UT-1
- EXISTING CARRIER ANTENNAS TO REMAIN
- EXISTING WATER TANK TO BE UTILIZED. SEE UT-1

CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION

SEE STRUCTURAL REPORT FOR ANY ADDITIONAL INFORMATION REGARDING MODIFICATION AND ADDITIONS TO TOWER. NO WORK SHALL START WITHOUT THE APPROVED STRUCTURAL ANALYSIS BY OTHERS.

PROVIDE NEW 3" DIA. TIN ANTENNA MAST PIPE FOR NEW BACKHAUL ANTENNAS

PENDING STRUCTURAL ANALYSIS BY OTHERS



TOWER ELEVATION
SCALE: 1" = 15'-0"
1

WT

W-T COMMUNICATION DESIGN GROUP, LLC.
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SCOTT R. TRIPPAHN
REGISTERED PROFESSIONAL ENGINEER
No. 0241428
SCOTT R. TRIPPAHN, P.E.
LICENSED PROFESSIONAL ENGINEER
No. 0241428
LPC No. 0241428
LPC No. 0241428

Clear Wireless LLC

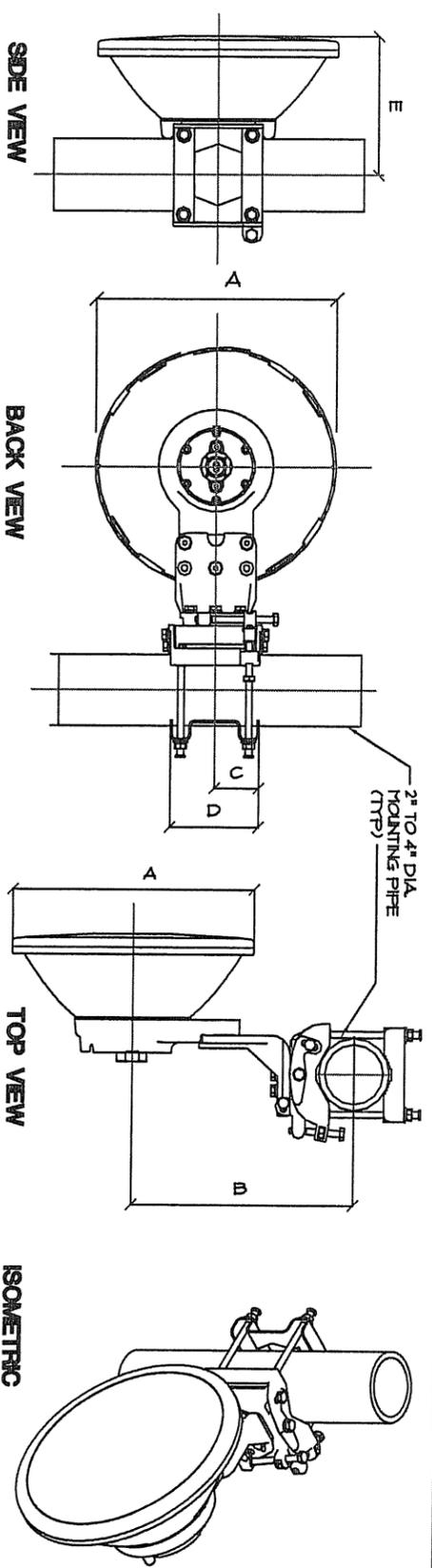
A NEVADA LIMITED LIABILITY COMPANY, A SPRINT AFFILIATE

SITE NAME: CH54XC996
CLEAR WIRELESS SITE ID: IL-CH16523
WIMAX ID: CH02YCS23
880 MIDLANDWOOD BOULEVARD
PARK FOREST, IL 60468

NO.	DATE	REVISIONS	BY	CHK	APP'D
C	06/17/09	ISSUED FOR PERMIT	RSM	RAK	CMS
B	05/12/09	90% DRAWINGS	AC	RAK	CMS
A	04/03/09	LEASE EXHIBIT	RSM	RAK	CMS

SCALE: AS SHOWN
DESIGNED BY: RAK
DRAWN BY: RSM

PROJECT NUMBER: T090420
DRAWING TITLE: ENLARGED SITE PLAN AND TOWER ELEVATION
DRAWING NUMBER: C-2



HP3-18
ANTENNA DIMENSIONS
ALL DIMENSIONS IN INCHES

A	663 (26.1)	D	43 (5.6)
B	358 (14.1)	E	335 (13.2)
C	12 (2.8)		

HP3-18
ANTENNA DIMENSIONS
ALL DIMENSIONS IN INCHES

A	94 (3.8)	E	533 (21)
B	406 (16)	F	653 (25.7)
C	167 (6.6)	G	118 (4.7)
D	236 (9.3)		

BACK VIEW

SIDE VIEW

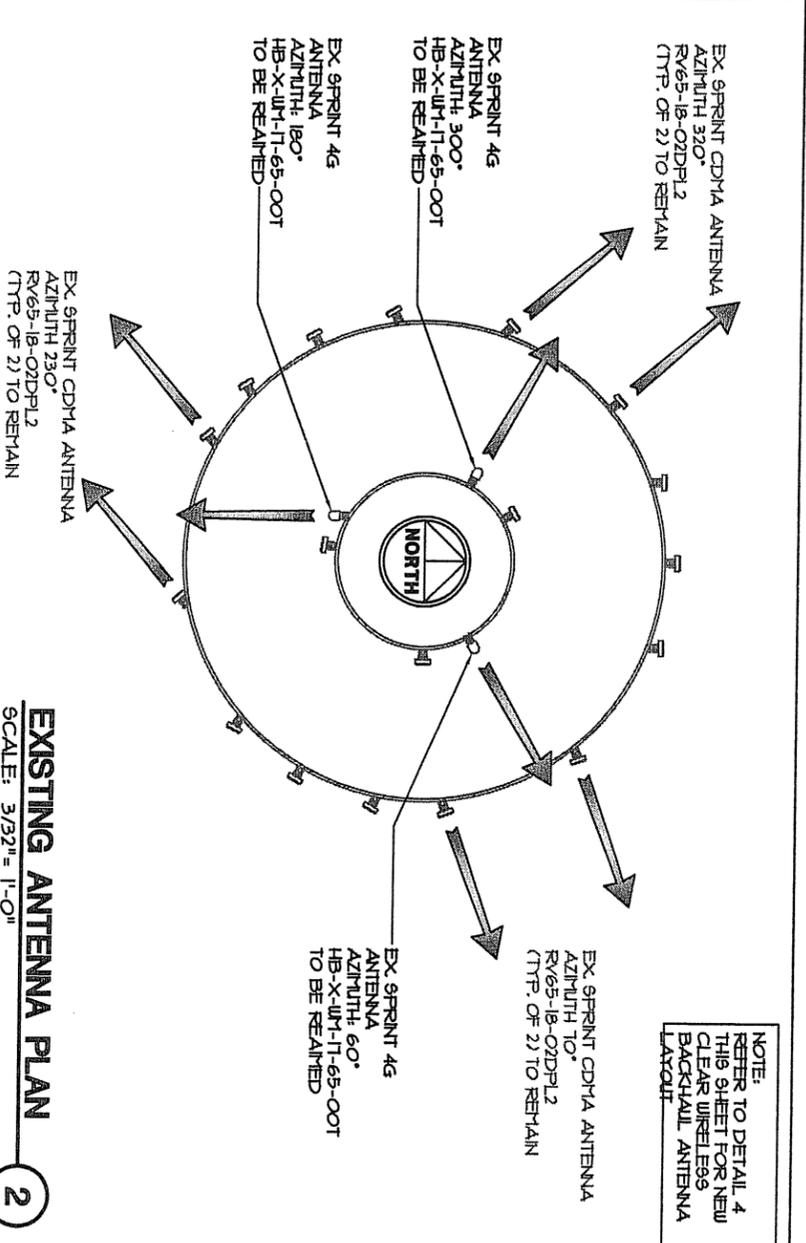
BACKHAUL ANTENNA DETAIL
SCALE: NONE

BACKHAUL ANTENNA

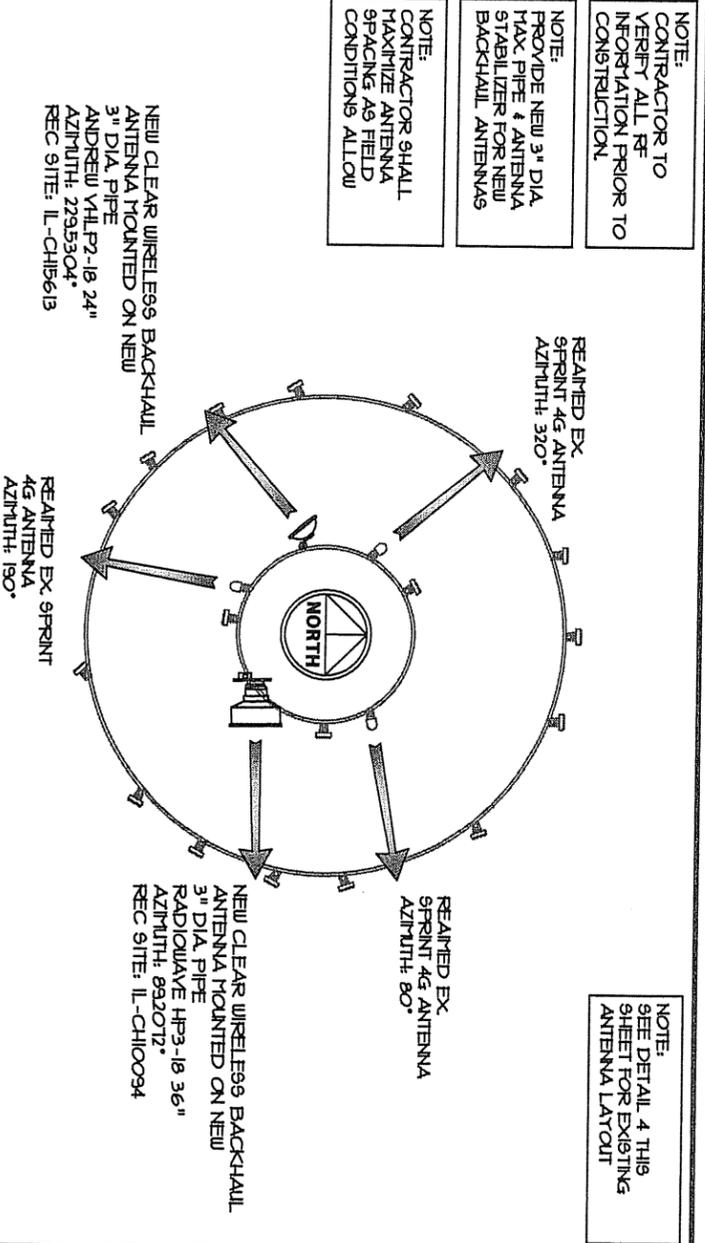
TRANSMIT PATH #	AZ	HW ANTENNAS	DIA/WT	RADIO MODEL	RECEIVE SITE	PATH LENGTH MILES	RAD CENTER	QUAN.	COAX CABLE TABLE				
									CABLE USE #	RAIS	MODEL #	DIA.	LENGTH
1	092092	RADIOLAYERS HP3-18	36.0"/50 LBS	AIRPAIR HP	IL-CH10094	2466	111'	1	NEW	1	COMSCORE 9FX-500	1/2"	4'-140'
2	2295304	ANDREU VHL P2-18	26.1"/21 LBS	AIRPAIR HP	IL-CH15613	2026	111'	1	NEW	1	COMSCORE 9FX-500	1/2"	4'-140'
NOTE: NEW ANTENNA INFORMATION OBTAINED FROM MICROVAE INTERCONNECT REPORT DATED 5/12/09									TOTAL CABLE QUANTITY				
									4'-280'				

COAXIAL NOTE:
CONTRACTOR TO VERIFY CLEAR WIRELESS MARKET STANDARD PRIOR TO ORDERING COAX.

NEW BACKHAUL ANTENNA TABLE
3



EXISTING ANTENNA PLAN
SCALE: 3/32" = 1'-0"



NEW ANTENNA PLAN
SCALE: 3/32" = 1'-0"

W-T COMMUNICATION DESIGN GROUP, LLC.
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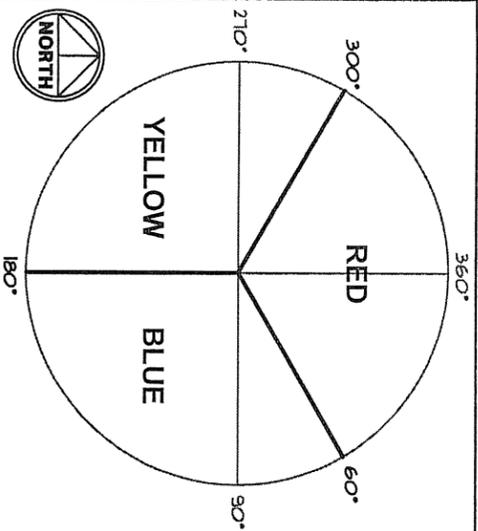
Clear Wireless LLC.
A NEVADA LIMITED LIABILITY COMPANY, A SPRINT AFFILIATE

SITE NAME: CH54XC996
CLEAR WIRELESS SITE ID: IL-CH16523
WINMAX ID: CH02YC523
880 BOWMANWOOD BOULEVARD
PARK FOREST, IL 60465

PROJECT NUMBER: T090420
DRAWING TITLE: ANTENNA PLANS & DETAILS
DRAWING NUMBER: A-1

NO.	DATE	ISSUED FOR PERMIT	90% DRAWINGS	LEASE EXHIBIT	REVISIONS	DESIGNED BY: RAK	DRAWN BY: RSM
C	06/17/09						
B	05/12/09						
A	04/03/09						

SCALE: AS SHOWN



CONTRACTOR TO VERIFY ACTUAL COAX CABLE REQUIREMENTS WITH CLEAR WIRELESS LLC PRIOR TO CONSTRUCTION.

SECTOR DEGREE RANGE	MARKING METHOD COLOR BANDS	BAND NUMBER
301° TO 60°	RED (SECTOR 1)	SMALLEST NUMBER IN THIS SECTOR DEGREE RANGE WILL BE LABELED "R1", THE NEXT LARGER NUMBER WILL BE NAMED "R2".
61° TO 180°	BLUE (SECTOR 2)	SMALLEST NUMBER IN THIS SECTOR DEGREE RANGE WILL BE LABELED "B1", THE NEXT LARGER NUMBER WILL BE NAMED "B2".
181° TO 300°	YELLOW (SECTOR 3)	SMALLEST NUMBER IN THIS SECTOR DEGREE RANGE WILL BE LABELED "Y1", THE NEXT LARGER NUMBER WILL BE NAMED "Y2".

ANTENNA & DISH LABELING

CONTRACTOR SHALL USE SECTOR APPROPRIATE COLORED TAPE TO DENOTE THE ANTENNA AND MICROWAVE DISHES. TAPE SHOULD BE WRAPPED AROUND THE TOP AND BOTTOM OF THE SUPPORT PIPE AS DEPICTED ABOVE.

COAX CABLE LABELING

- LABEL MARKINGS SHALL BE PLACED WITHIN 12" OF THE TERMINATION AT BOTH ENDS OF COAX. AT OR NEAR THE TOWER MASTER GROUND BAR AND EITHER PRIOR TO THE ENTRY INTO THE CONDUIT OR PRIOR TO ENTRY INTO THE CABINET. LABEL MARKING SHALL BE BETWEEN 1"-2" WIDE FOR MULTIPLE BAND MARKING, BANDS SHALL BE SEPARATED BY DISTANCE OF 1"-2".
- ACTUAL LENGTHS SHALL BE DETERMINED PER SITE CONDITION BY THE CONTRACTOR
- THE DESIGN IS BASED ON THE EHS REPORT, SIGNED AND APPROVED BY RF ENGINEERING.
- THE CONTRACTOR SHALL VERIFY THE ACTUAL LENGTHS OF CABLES BEFORE INSTALLATION.
- ALL THE WRAPS SHALL BE CUT FLUSH WITH THE APPROVED CUTTING TOOL FOR SAFETY AND PROTECTION.
- ALL SITE CABLING SHALL MAINTAIN MAXIMUM CABLE SEPARATION REQUIREMENTS AS TO THE TYPE OF CABLE AND FUNCTION THIS IS DONE TO PROTECT DAMAGE, AS WELL AS TO PREVENT THE INDUCTION OF CURRENT INTO THE CONDUCTORS FROM MAGNETIC LINES OF FLUX CREATED FROM POWER AND CURRENTS THROUGH THE CABLES.
- CABLES SHALL BE PROTECTED FROM DAMAGE AND SHALL HAVE THE MINIMUM BEND RADIUS FOR THE SIZE AND MANUFACTURER OF THAT CABLE IN THIS CASE THE MINIMUM RADIUS IS 4 INCHES.
- SLACK SHALL BE LEFT IN THE CABLES LEAVING THE EQUIPMENT TO THEIR TERMINATION POINTS.
- ALL CABLES SHALL BE ROUTED AND INSTALLED IN A MANNER AS TO PROTECT THE CABLES FROM DAMAGE OF SHARP EDGES OF HARDWARE AND WHERE CABLES ARE ROUTED DOWN THE TOWER
- CABLES SHALL BE SUPPORTED A MINIMUM OF EVERY THREE (3) FEET EXCEPT FOR THE INSIDE MONOPILES AND LATTICE TOWERS WHERE CABLE AND CONNECTOR MANUFACTURERS SUPPORT RECOMMENDATIONS SHALL BE FOLLOWED.
- DRIP LOOPS SHALL BE REQUIRED ON ALL OUTSIDE CABLES. CABLES SHALL BE SLOPED AWAY FROM THE BUILDING OR OUTDOOR CABINETS TO PREVENT WATER FROM ENTERING THROUGH THE CABLE PORT.

ANTENNA & COAX ORIENTATION - (3) SECTOR LABELING

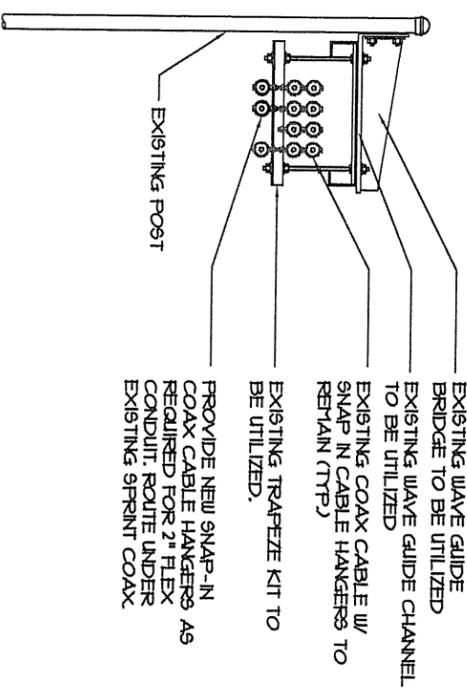
1

INSTALLATION NOTES

- SECTOR ORIENTATION/AZIMUTH AND HEIGHT WILL VARY FROM REGION TO REGION AND IS SITE SPECIFIC. REFER TO THE EHS REPORT FOR EACH SITE TO DETERMINE THE ANTENNA AND MICROWAVE LOCATION AND FUNCTION OF EACH SECTOR.
- ALL TOWER MOUNTS INSTALLED MUST BE INSTALLED ACCORDING TO THE MANUFACTURERS INSTALLATION GUIDELINES.
- REFER TO THE MANUFACTURERS ASSEMBLY DOCUMENTATION FOR TORQUE SPECIFICATIONS.
- ALL BOLTS TO BE TIGHTENED TO A "SNUG-TIGHT" CONDITION. "SNUG-TIGHT" CONDITION IS DEFINED AS THE TIGHTNESS THAT EXISTS WHEN ALL PILES IN A JOINT ARE IN FIRM CONTACT. THIS MAY BE ATTAINED BY A FEW IMPACTS FROM AN IMPACT WRENCH OR THE FULL EFFORT OF A TEAM USING AN ORDINARY "SPUD" WRENCH.
- LOCATE DISH ANTENNA 50 THAT THE DISH CENTERLINE IS NO MORE THAN 2'-0" FROM THE CENTERLINE OF THE MOUNT.

NOTE: DETAIL IS REFERENCE ONLY, EXISTING CONDITIONS MAY DIFFER FROM DIAGRAM SHOWN.

NOTE: CONTRACTOR TO ADD MOUNTING HARDWARE AS REQUIRED.



ICE BRIDGE DETAIL

2

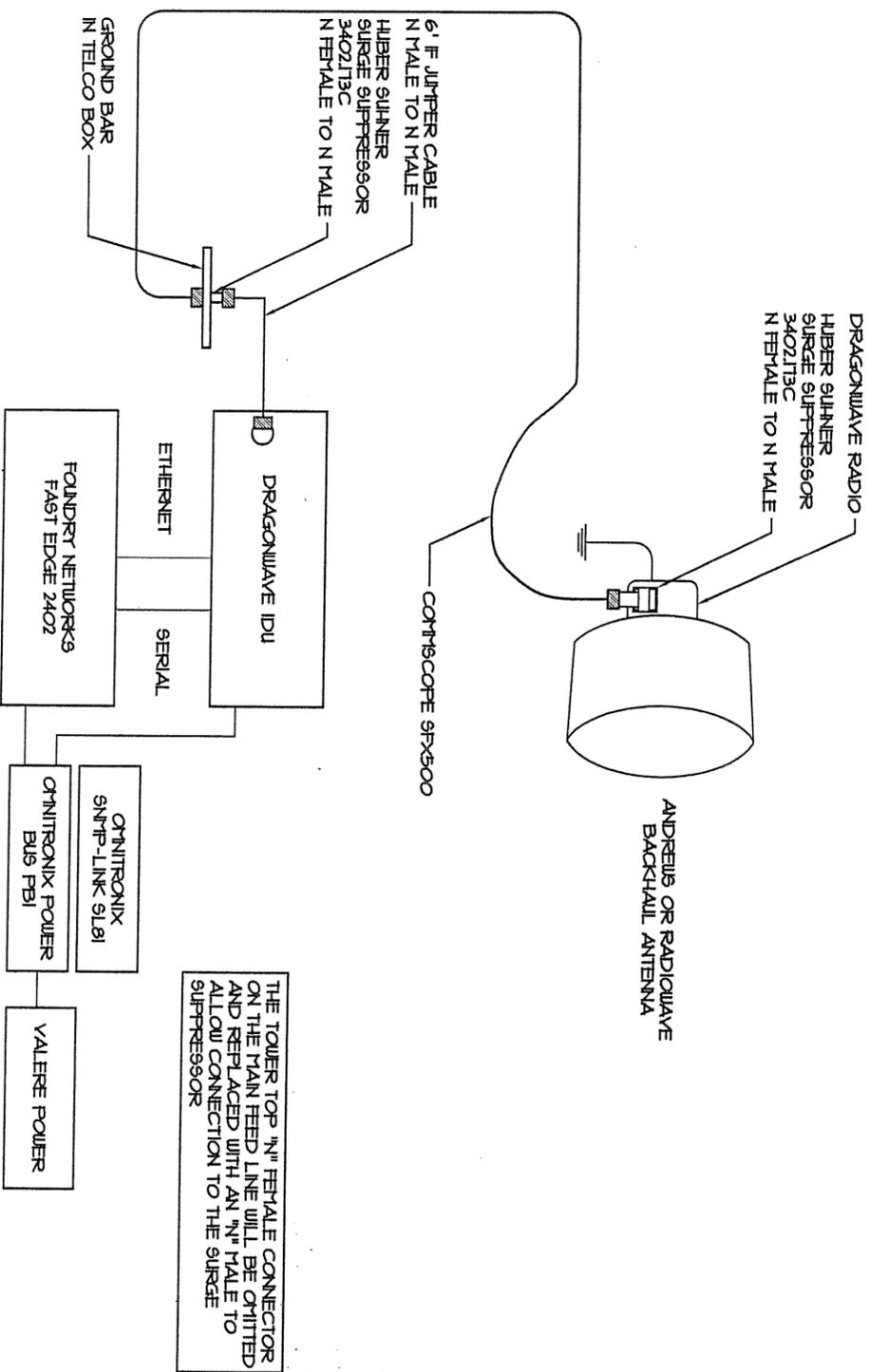
W-T COMMUNICATION DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE
2675 Palum Avenue
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Clear Wireless LLC
A NEVADA LIMITED LIABILITY COMPANY, A SPRINT AFFILIATE

SITE NAME: CH54XC996
CLEAR WIRELESS SITE ID: IL-CH16523
WIMAX ID: CH02YC523
380 RUDAWOOD BOULEVARD
PARK FOREST, IL 60468

NO.	DATE	ISSUED FOR PERMIT	RSM	RAK	CMS
C	06/17/09				
B	05/12/09	ISSUED FOR PERMIT	RSM	RAK	CMS
A	04/03/09	90% DRAWINGS	AC	RAK	CMS
		LEASE EXHIBIT	RSM	RAK	CMS
		REVISIONS	BY	CHK	APP'D

PROJECT NUMBER: 1090420
DRAWING TITLE: ANTENNA ORIENTATION / LABELING & ANTENNA MOUNT DETAILS & NOTES
DRAWING NUMBER: A-2



EQUIPMENT	DISTANCE	MANUFACTURER	PART NUMBER
REDLINE	UP TO 300'	BELDEN	BELDEN 1919A CAT5
REDLINE	UP TO 200'	ANDREW	F3J1-15 1/4 SUPERFLEX 15 OHM
REDLINE	201' TO 300'	ANDREW	LDP4-15A 1/2 HELIAX 15 OHM
DRAGONWAVE	0' TO 250'	CONTISCOPE	9FX500
DRAGONWAVE	251' TO 350'	CONTISCOPE	FXL540
DRAGONWAVE	351' TO 100'	CONTISCOPE	FXL180
DRAGONWAVE	OVER 100'	CONTISCOPE	CONTACT ENGINEERING
MOTOROLA (ORTHOGON)	UP TO 300'	BELDEN	BELDEN 1919A CAT5

**BACKHAUL ANTENNA
INSTALLATION DETAIL**

SCALE : NONE

1

W-T COMMUNICATION DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE

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SCOTT R. TRIPPAHN
REGISTERED PROFESSIONAL ENGINEER
LICENSE NO. 0283000405
EXPIRES 11/27/12

Clear Wireless LLC.
A NEVADA LIMITED LIABILITY COMPANY, A SPRINT AFFILIATE

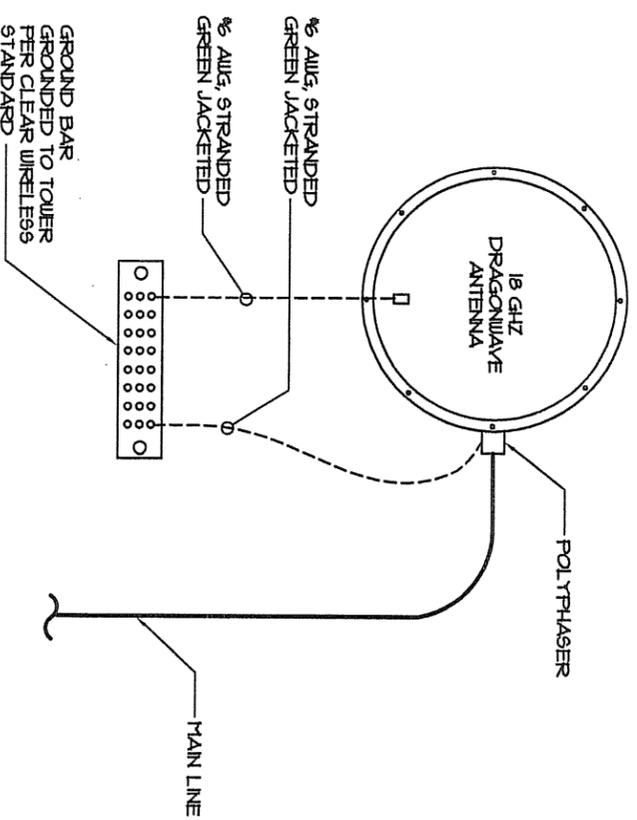
SITE NAME: CH54XC996
CLEAR WIRELESS SITE ID: IL-CH16523
WINMAX ID: CH02YC523

980 BIRMANWOOD BOULEVARD
PARK FOREST, IL 60468

NO.	DATE	REVISIONS	DESIGNED BY: RAK	DRAWN BY: RSM
C	06/17/09	ISSUED FOR PERMIT	RAK	CMS
B	05/12/09	90% DRAWINGS	AC	RAK
A	04/03/09	LEASE EXHIBIT	RAK	CMS

PROJECT NUMBER: 1090420
DRAWING TITLE: BACKHAUL ANTENNA INSTALLATION DETAIL
DRAWING NUMBER: A-3

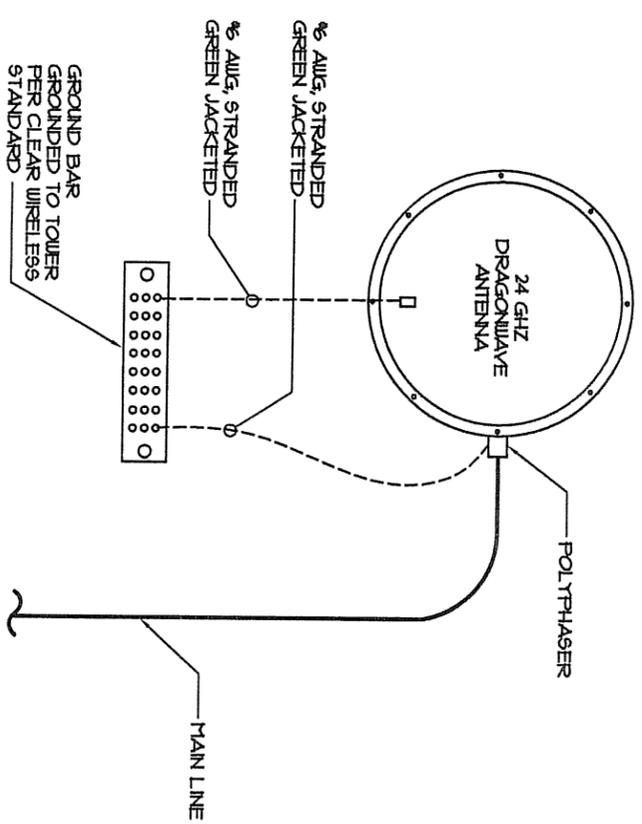
W-T
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18 GHz DRAGONWAVE GROUNDING

1

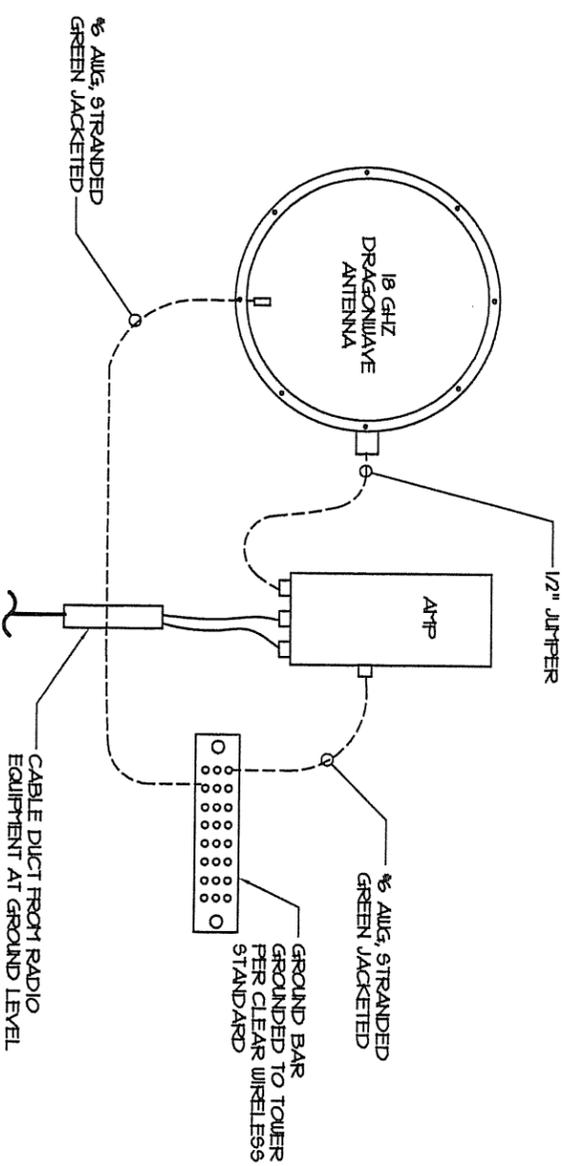
SCALE : NONE



24 GHz DRAGONWAVE GROUNDING

2

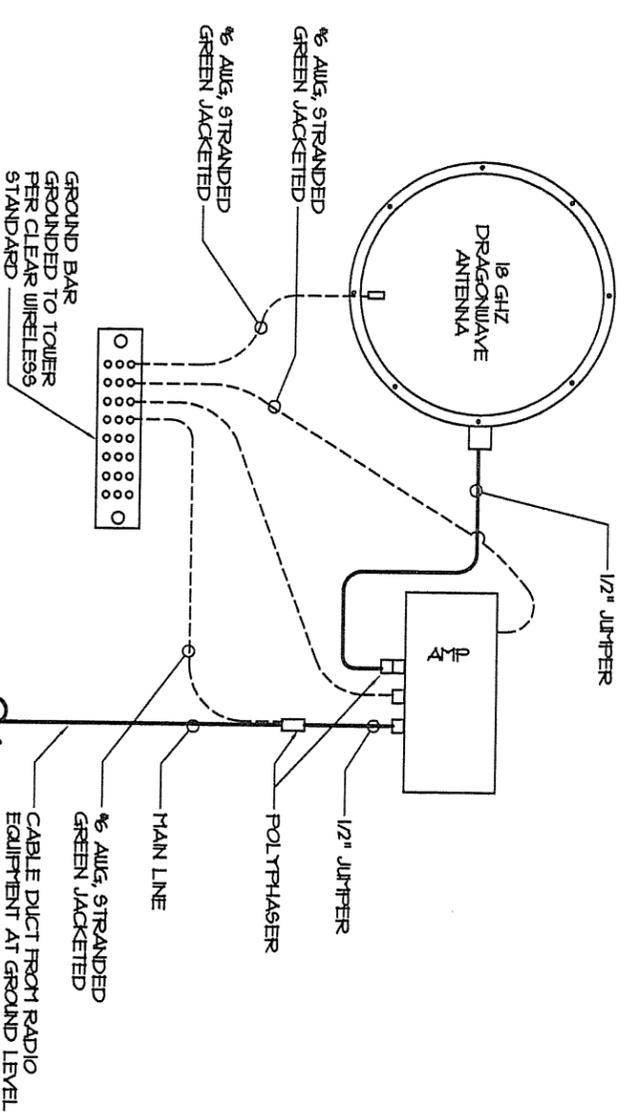
SCALE : NONE



18 GHz DRAGONWAVE AMP GROUNDING

3

SCALE : NONE



ANDREW GROUNDING

4

SCALE : NONE



W-T COMMUNICATION DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE

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Clear Wireless LLC.

A NEVADA LIMITED LIABILITY COMPANY, A SPRINT AFFILIATE

SITE NAME: CH54XC996

CLEAR WIRELESS SITE ID: IL-CH16523

WIMAX ID: CH02YC523

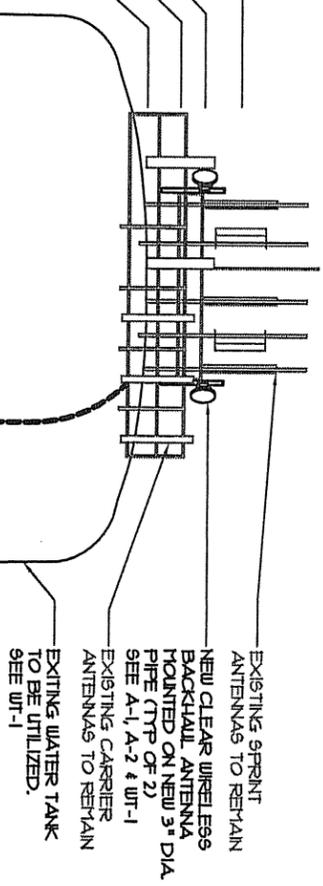
880 MIDWAYWOOD BOULEVARD
PARK FOREST, IL 60468

NO.	DATE	REVISIONS	BY	CHK	APP'D
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B	05/12/09	90% DRAWINGS	AC	RAK	CMS
A	04/03/09	LEASE EXHIBIT	RSJ	RAK	CMS

PROJECT NUMBER	T090420
DRAWING TITLE	ANTENNA GROUNDING DETAILS
DRAWING NUMBER	GR-1

SCALE: AS SHOWN DESIGNED BY: RAK DRAWN BY: RSM

- EXISTING SPRINT ANTENNAS & ELEV = 120'-0"
- PROPOSED CLEAR WIRELESS BACKHAUL ANTENNAS & ELEV = 117'-0"
- EXISTING CARRIER ANTENNAS & ELEV = 115'-0"
- TOP OF TOWER & ELEV = 112'-0"



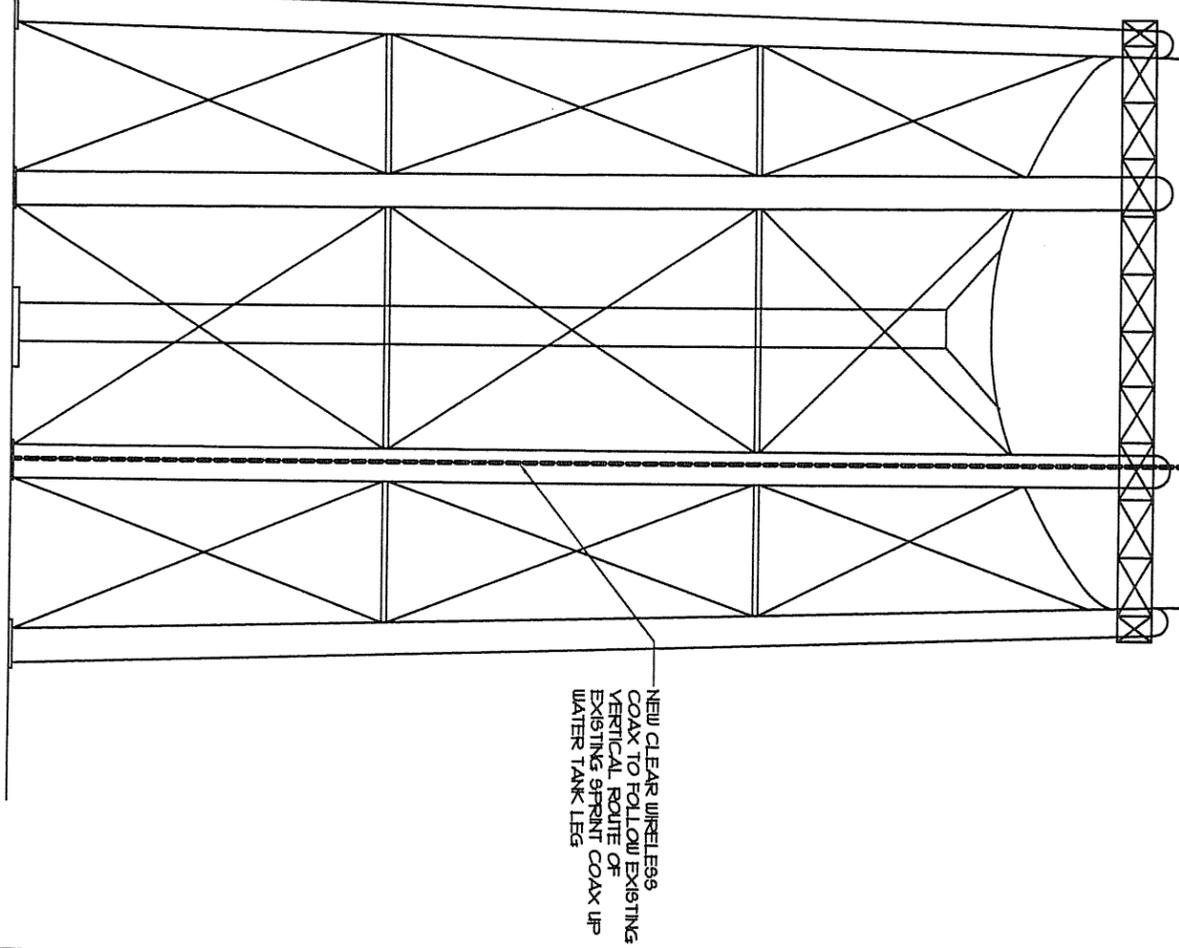
- EXISTING SPRINT ANTENNAS TO REMAIN
- NEW CLEAR WIRELESS BACKHAUL ANTENNA MOUNTED ON NEW 3" DIA PIPE (TYP OF 2) SEE A-1, A-2 & WT-1
- EXISTING CARRIER ANTENNAS TO REMAIN
- EXISTING WATER TANK TO BE UTILIZED, SEE WT-1

CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION

SEE STRUCTURAL REPORT FOR ANY ADDITIONAL INFORMATION REGARDING MODIFICATION AND ADDITIONS TO TOWER NO WORK SHALL START WITHOUT THE APPROVED STRUCTURAL ANALYSIS BY OTHERS.

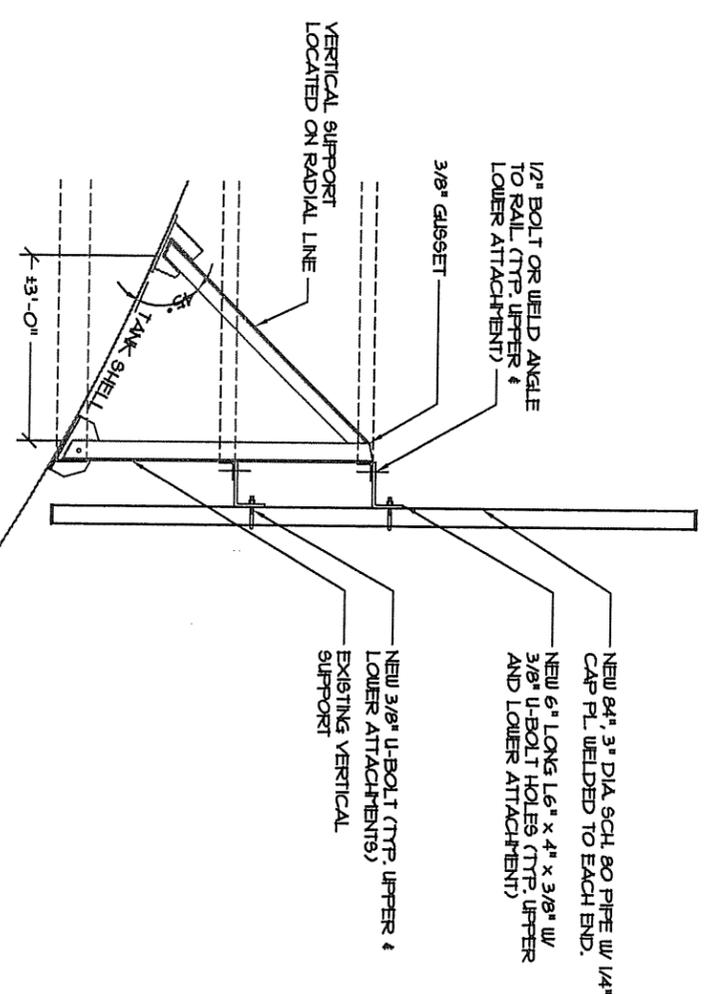
PROVIDE NEW 3" DIA. MIN. ANTENNA MAST PIPE FOR NEW BACKHAUL ANTENNAS

PENDING STRUCTURAL ANALYSIS BY OTHERS



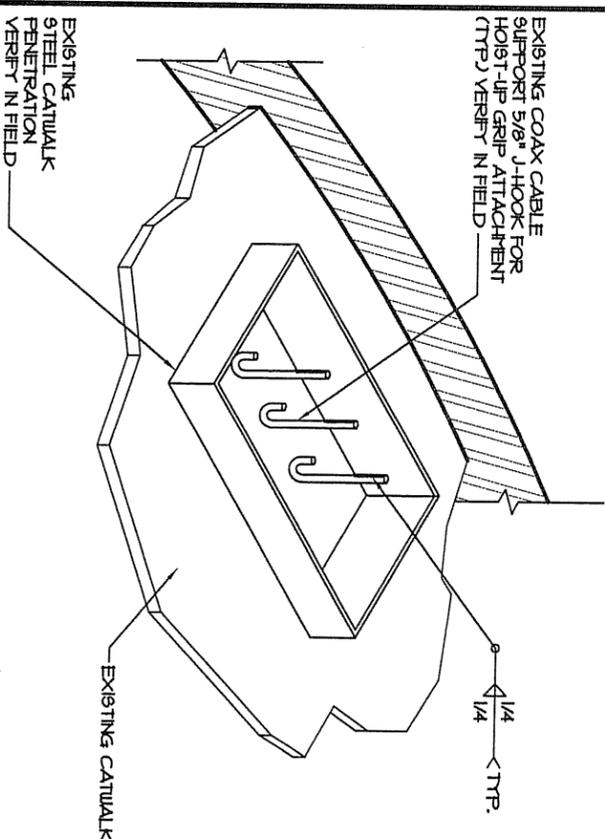
TANK SECTION
SCALE: 1" = 15'-0"

NEW CLEAR WIRELESS COAX TO FOLLOW EXISTING VERTICAL ROUTE OF EXISTING SPRINT COAX UP WATER TANK LEG



ANTENNA MOUNT TO HANDRAIL
SCALE: NONE

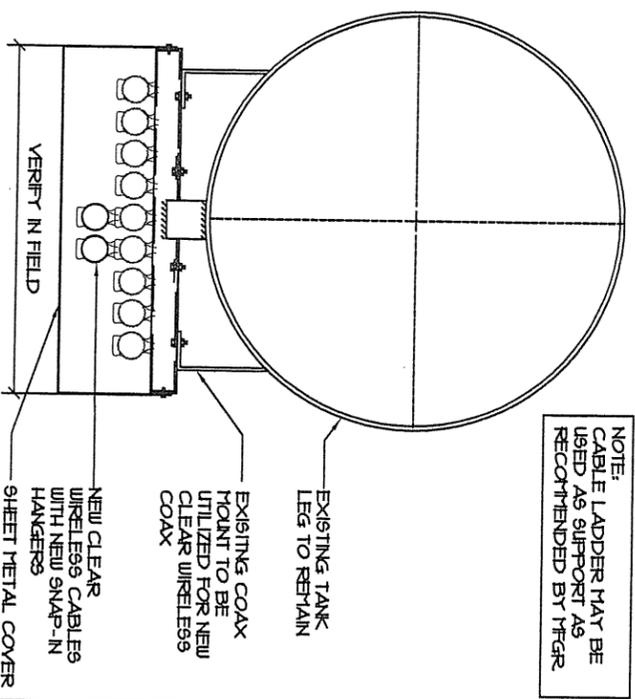
- NEW 84" 3" DIA. 9CH. 80 PIPE W/ 1/4" CAP PL. WELDED TO EACH END.
- NEW 6" LONG 1.6" x 4" x 3/8" W/ 3/8" U-BOLT HOLES (TYP. UPPER AND LOWER ATTACHMENT)
- NEW 3/8" U-BOLT (TYP. UPPER & LOWER ATTACHMENTS)
- EXISTING VERTICAL SUPPORT
- VERTICAL SUPPORT LOCATED ON RADIAL LINE
- 3/8" GUSSET
- 1/2" BOLT OR WELD ANGLE TO RAIL (TYP. UPPER & LOWER ATTACHMENT)



EXISTING CATWALK PENETRATION
SCALE: NONE

EXISTING COAX CABLE SUPPORT 5/8" J-HOOK FOR HOIST-UP GRIP ATTACHMENT (TYP) VERIFY IN FIELD

EXISTING STEEL CATWALK PENETRATION VERIFY IN FIELD



COAX MOUNTING
SCALE: NONE

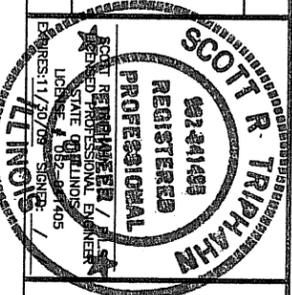
NOTE: CABLE LADDER MAY BE USED AS SUPPORT AS RECOMMENDED BY THE GR

- EXISTING TANK LEG TO REMAIN
- EXISTING COAX MOUNT TO BE NEW CLEAR WIRELESS COAX
- NEW CLEAR WIRELESS CABLES WITH NEW SNAP-IN HANGERS
- SHEET METAL COVER PAINTED TO MATCH EXISTING TANK



W-T COMMUNICATION DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE

2675 Palum Avenue
Hoffman Estates, IL 60169
PH: (708) 298-1500
www.wtdesigngroup.com
IL License No.: 184-001108 Exp. 04/30/11



Clear Wireless LLC.
A NEVADA LIMITED LIABILITY COMPANY, A SPRINT AFFILIATE

SITE NAME: CH54XC996
CLEAR WIRELESS SITE ID: IL-CH16523
WIMAX ID: CH02YC523
880 BIRMANWOOD BOULEVARD
PARK FOREST, IL 60469

NO.	DATE	SCALE	AS SHOWN	DESIGNED BY:	CHK APP'D
C	06/17/09			RSM	RAK
B	05/12/09			RSM	RAK
A	04/03/09			RSM	RAK

PROJECT NUMBER: 1090420
DRAWING TITLE: WATER TANK DETAILS
DRAWING NUMBER: WT-1

PCS SITE AGREEMENT

SECTION 2 OF THIS AGREEMENT CONTAINS A PROVISION FOR AUTOMATIC RENEWAL WHICH COMPLIES WITH THE ILLINOIS AUTOMATIC CONTRACT RENEWAL ACT.

Site Name Village of Park Forest -- Public Works __

Site I.D. CH54XC996

1. Premises and Use. The Village of Park Forest ("Owner") leases to SprintCom, Inc., a Kansas corporation ("SprintCom"), the site described below:

[Check appropriate box(es)]

- Land consisting of approximately _____ square feet upon which SprintCom will construct its equipment base station and antenna structure;
- Building interior space consisting of approximately _____ square feet;
- Building exterior space for attachment of antennas;
- Building exterior space for placement of base station equipment;
- Tower antenna space between the ___ foot and ___ foot level on the Tower;
- Water tower exterior space for attachment of antennas;
- Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SprintCom, source of electric and telephone facilities. The Site will be used by SprintCom for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna structure. SprintCom will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SprintCom will have access to the Site 24 hours per day, 7 days per week.

2. Term. The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both SprintCom and Owner have executed this Agreement. This Agreement will be automatically renewed for two additional terms (each a "Renewal Term") of 5 years each, unless SprintCom provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term. ***Each of SprintCom's options to extend will be deemed automatically exercised without any action by either party unless SprintCom gives written notice of its decision not to exercise any option(s) to Owner before expiration of the then current term.***

3. Rent. Until that date which is 30 days after the physical construction of the site begins, rent will be a one-time aggregate payment of \$2,000.00, the receipt of which Owner acknowledges. Thereafter, full monthly rental charge shall commence upon the earlier of (a) that date which is thirty (30) days after the physical construction of the site begins or (b) the first day of the month following the commencement of the physical preparation of the site or (c) the date which is thirty (30) days after the issuance of a building permit, but in any event, the monthly rental fee of \$1,635.00 shall commence no later than six (6) months following the date of execution of the Agreement. Rent for each successive year will be the annual rent in effect for the then current year, increased by three percent (3%). Not less than 6 months prior to the expiration of the first Renewal Term (the 10th year of the lease), Owner shall have the right to request an increase of greater than three percent (3%), if an evaluation of the prevailing market, undertaken at the sole expense of Owner, reveals that the average rental rate for similar sites is greater than one hundred three percent (103%) of the then current annual rent. If Owner makes such a request, SprintCom shall have the right to terminate this Agreement, which termination shall become effective one year after the expiration of the first Renewal Term.

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SprintCom is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SprintCom is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the PCS equipment.

5. SprintCom shall not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, SprintCom shall have the right to sublease or assign its rights under this Agreement to any of its subsidiaries, affiliates or successor legal entities, to any entity acquiring substantially all of the assets of SprintCom or to any subsidiary or affiliate of Sprint Corporation, without notice to or consent of Owner. In the event

Owner consents to a sublet or collocation by SprintCom to a Non-Affiliate for all or a portion of the Site, ninety percent (90%) of all Net Sublet Proceeds received from such Non-Affiliate will be paid to Owner by SprintCom within thirty (30) days of actual receipt of a Gross Revenue Payment by SprintCom. For purposes of this Section 5 the following terms will have the following meanings: "Non-Affiliate" means any party other than (i) any party controlling, controlled by, or under common control with SprintCom, or (ii) any affiliated party acquiring substantially all of the assets of SprintCom. "Net Sublet Proceeds" means, with respect to any Gross Revenue Payment, the amount (if any) by which said Gross Revenue Payment exceeds Operating Expenses. "Gross Revenue Payment" means any sublease or co-location rental payment received by SprintCom from a Non-Affiliate. "Operating Expenses" means the following reasonable expenses incurred by SprintCom during the period relating to the Gross Revenue Payment and which pertain to the subject sublet or co-location premises; costs incurred under maintenance or service contracts, insurance premiums, real estate and personal property taxes and assessments, utility expenses, legal, accounting and other professional fees, capital expenditures and extraordinary repairs, management fees, and any other customary and reasonable expenses related to the ordinary operation of the subject sublet or co-location premises, pro-rated equal among SprintCom and each subtenant or co-locator.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SprintCom are to be sent to: Sprint PCS, Attention Lease Management, North Central, Mailstop ILROSA0508, 5600 North River Road, Suite 500, Rosemont, IL 60018 and Sprint Law Department, 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2020, Overland Park, KS 66251-2020, Attention: Sprint PCS Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Construction and Improvements. SprintCom agrees that it will not use bolts or other fastening devices that penetrate the neck or legs of the water tower. SprintCom may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SprintCom with respect to obtaining any required zoning approvals for the Site and such improvements. Prior to construction or installation of any structure or equipment, SprintCom agrees to provide the Village of Park Forest with elevations of such structure or equipment. Additionally, SprintCom will provide an exhibit detailing the exact location of such equipment. SprintCom agrees to cooperate with Owner with respect to maintenance and repairs performed on the water tower, including the adjustment or sliding of antennas in conjunction with the Owner's plan to repaint the water tower; provided, however, SprintCom shall not be required to remove any equipment or antennas during any maintenance or repairs. Upon termination or expiration of this Agreement, SprintCom will remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss. SprintCom further agrees to install 320 feet of eight-foot high chain link fence with two (2) sixteen (16) foot wide gates around the perimeter of the water tower property. An elevation/drawing of the design of the fence and gates is provided as Exhibit B to be determined. Upon installation, the fence shall become the sole property of Owner and Owner shall be solely responsible for maintenance and repair of the fence. Owner further agrees to indemnify and hold harmless SprintCom from any and all costs (including reasonable attorneys' fees) and claims of liability, loss, or property damage, which arise out of Owner's ownership or use of the fence following installation. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of SprintCom. Owner's indemnity obligations under this Paragraph will survive termination of this Agreement.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SprintCom will substantially comply with all applicable laws relating to its possession and use of the Site, including the Illinois Public Construction Bond Act, 35 ILCS 550/1.

9. Interference. SprintCom will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SprintCom desires to add additional equipment to the Site. Likewise, Owner will not permit or

VILLAGE OF PARK FOREST RESPONSE OCTOBER 14, 2002

interference problems with SprintCom's then existing equipment or (b) encroaches onto the Site.

10. Utilities. Owner represents that utilities adequate for SprintCom's use of the Site are available. SprintCom will pay for all utilities used by it at the Site. Owner will cooperate with SprintCom in SprintCom's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination. SprintCom may terminate this Agreement at any time by notice to Owner without further liability if SprintCom does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SprintCom, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

12. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and SprintCom each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SprintCom will not introduce or use any such substance on the Site in violation of any applicable law.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SprintCom from the holder of any such mortgage or deed of trust.

16. Taxes. SprintCom will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SprintCom will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SprintCom within 60 days after receipt of satisfactory documentation indicating calculation of SprintCom's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. SprintCom will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. The certificate should name the Village of Park Forest as an additional insured and note that the SprintCom insurance policy shall provide primary coverage. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

18. Maintenance. SprintCom will be responsible for repairing and maintaining the PCS system and any other improvements installed by SprintCom at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse SprintCom for the reasonable costs incurred by SprintCom to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the

property of which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by SprintCom, Owner agrees promptly to execute and deliver to SprintCom a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

VILLAGE OF PARK FOREST RESPONSE OCTOBER 14, 2002

X OWNER: Village of Park Forest
By: James R Muchnik
Its: Village Manager

SPRINTCOM, INC., a Kansas corporation
By: [Signature]
Its: DIRECTOR OF SITE DEVELOPMENT

Date: 12/20/02

S.S./TaxNo.: _____

Address: 350 Victory Drive Park Forest, IL 60466

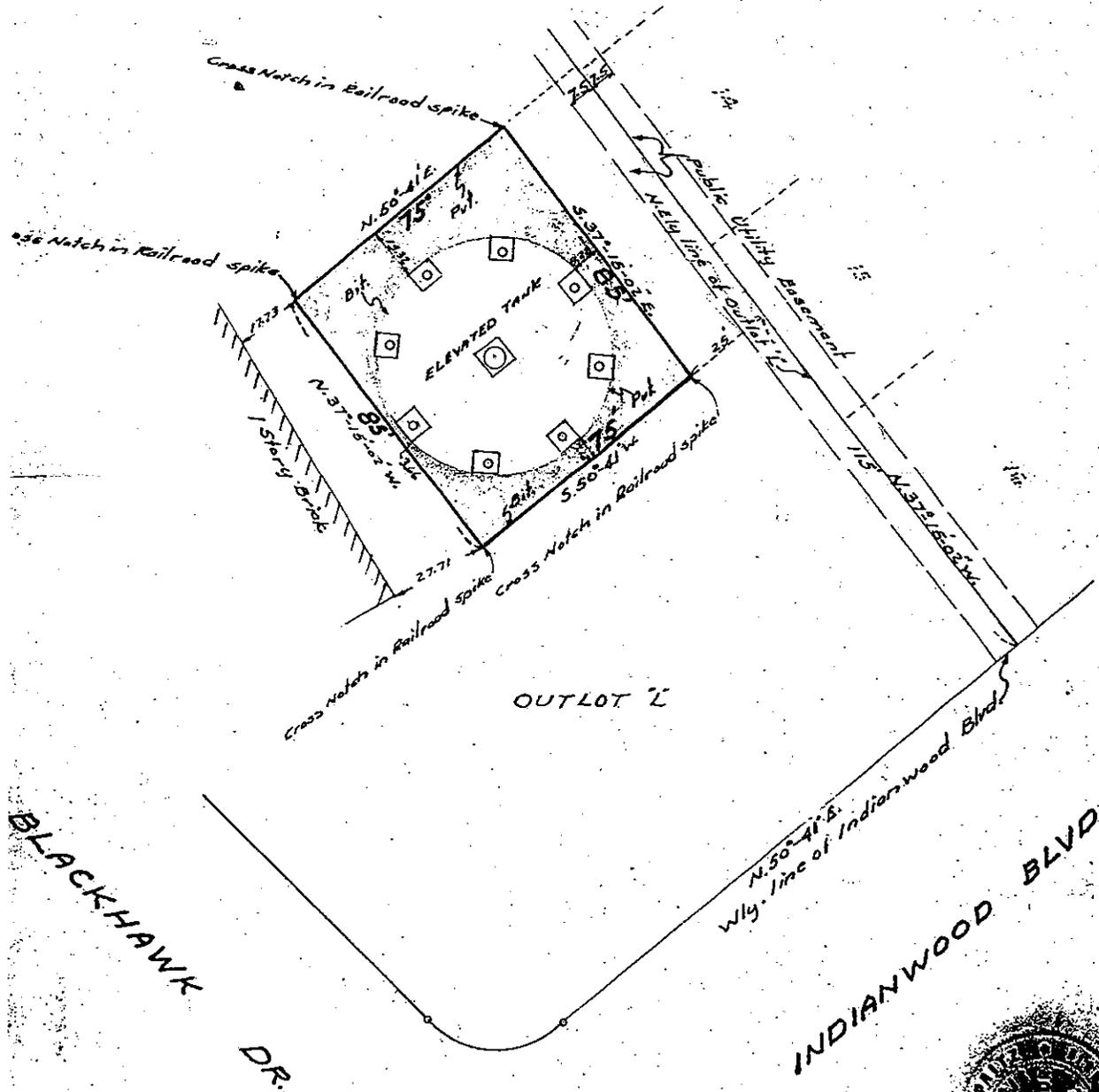
Date: Oct. 31, 2002

Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

Exhibit A

PLAT OF SURVEY

That part of Outlet "L" of Block 53 of the Village of Park Forest Area No. 5, being a subdivision of part of the East 1/2 of Section 35 and the West 1/2 of Section 36, Township 35 North, Range 13, East of the Third Principal Meridian according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois, August 3, 1951, as Document 15139014, in Cook County, Illinois, described as follows: Commencing at the Northeasterly corner of said Outlet "L", thence North 37 degrees 15 minutes 02 seconds West along the Northeasterly line of said Outlet "L" 115 feet; thence South 50 degrees 41 minutes West a distance of 25 feet on a line parallel to the Westerly line of Indianwood Boulevard to the place of beginning; thence continuing South 50 degrees 41 minutes West 75 feet; thence North 37 degrees 15 minutes 02 seconds West 85 feet; thence North 50 degrees 41 minutes East 75 feet; thence South 37 degrees 15 minutes 02 seconds East 85 feet to the place of beginning.

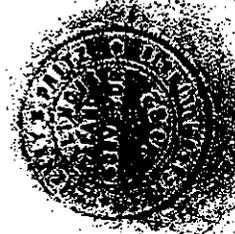


BLACKHAWK DR.

INDIANWOOD BLVD.

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

JOSEPH A. SCHULT & ASSOCIATES hereby certify that they have surveyed the property described hereon, and that the plat hereon drawn is a correct representation of said survey. All dimensions in feet and decimal parts thereof. Park Forest
January 8 A.D. 1958



PREPARED BY PARK FOREST WATER CO

NO. 580104

1 inch = 30 feet

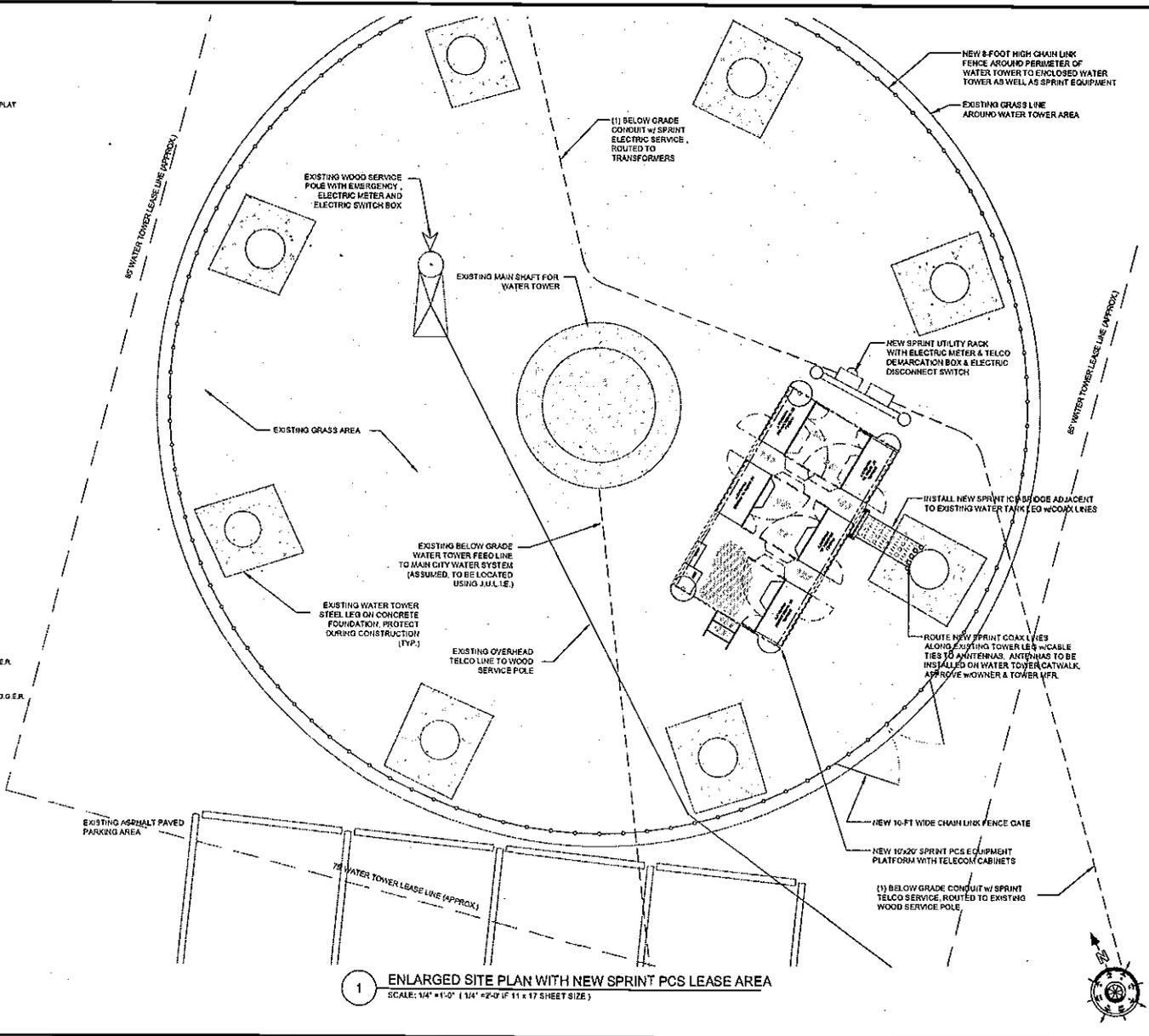
Exhibit B

GENERAL NOTES

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAN AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
3. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.

LEGEND

- ⊙ POWER POLE
- ⊠ ROW MARKER
- ⊕ FIRE HYDRANT
- ⊕ LIGHT STANDARD
- ⊕ WELT
- ⊕ CATCH BASIN
- ⊕ DECIDUOUS TREE W/ SIZE
- ⊕ MAILBOX
- ⊕ EVERGREEN TREE W/ SIZE
- ⊕ MANHOLE
- ⊕ TRAFFIC SIGNAL
- ⊕ FLARED END SECTION
- ⊕ TELEPHONE POLE
- ⊕ SIGN
- ⊕ IRON PIPE SET
- ⊕ IRON PIPE FOUND
- ⊕ TREE STUMP
- ⊕ BUFFALO BOX
- ⊕ TELEPHONE SPUR BOX
- ⊕ HAND HOLE (1'S)
- ⊕ ELEVATION LOCATION
- EXISTING GUARDRAIL
- VEGETATION LINE
- CONTOUR
- FENCE
- ⊕ PROPOSED TOWER LOCATION
- OVERHEAD WIRES
- ⊕ HORIZONTAL CONTROL POINT
- ⊕ AUXILIARY VALVE
- PROPERTY LINE
- CONED MARKINGS PER D.O.G.E.R.
- OAS MARKINGS PER D.O.G.E.R.
- AMERITECH MARKINGS PER D.O.G.E.R.



1 ENLARGED SITE PLAN WITH NEW SPRINT PCS LEASE AREA
SCALE: 1/4" = 1'-0" (1/4" = 2'-0" IF 11 x 17 SHEET SIZE)



Sprint
The clear alternative to cellular™

SPRINTCOM, INC.
5600 N. RIVER ROAD
SUITE 300
ROSEMONT, IL 60018
MARY: (647) 354-3000

 **ONCORDIA WIRELESS, INC.**
3308 W. COLUMBIA AVE
SUITE 2
LINCOLNWOOD, IL 60712
MARY: (647) 708-7500

ISSUED FOR:
SITE SKETCH

PROJECT NO: CH54XC996A

DRAWN BY: JMD CHECKED BY: GMS

LANDLORD APPROVAL
SIGNATURE _____
DATE _____

SPRINT APPROVALS
W/E _____
PROPERTY _____
NET OPS _____
RF _____

No.	Revision/Date	Date
A.	SITE SKETCH	10/16/02

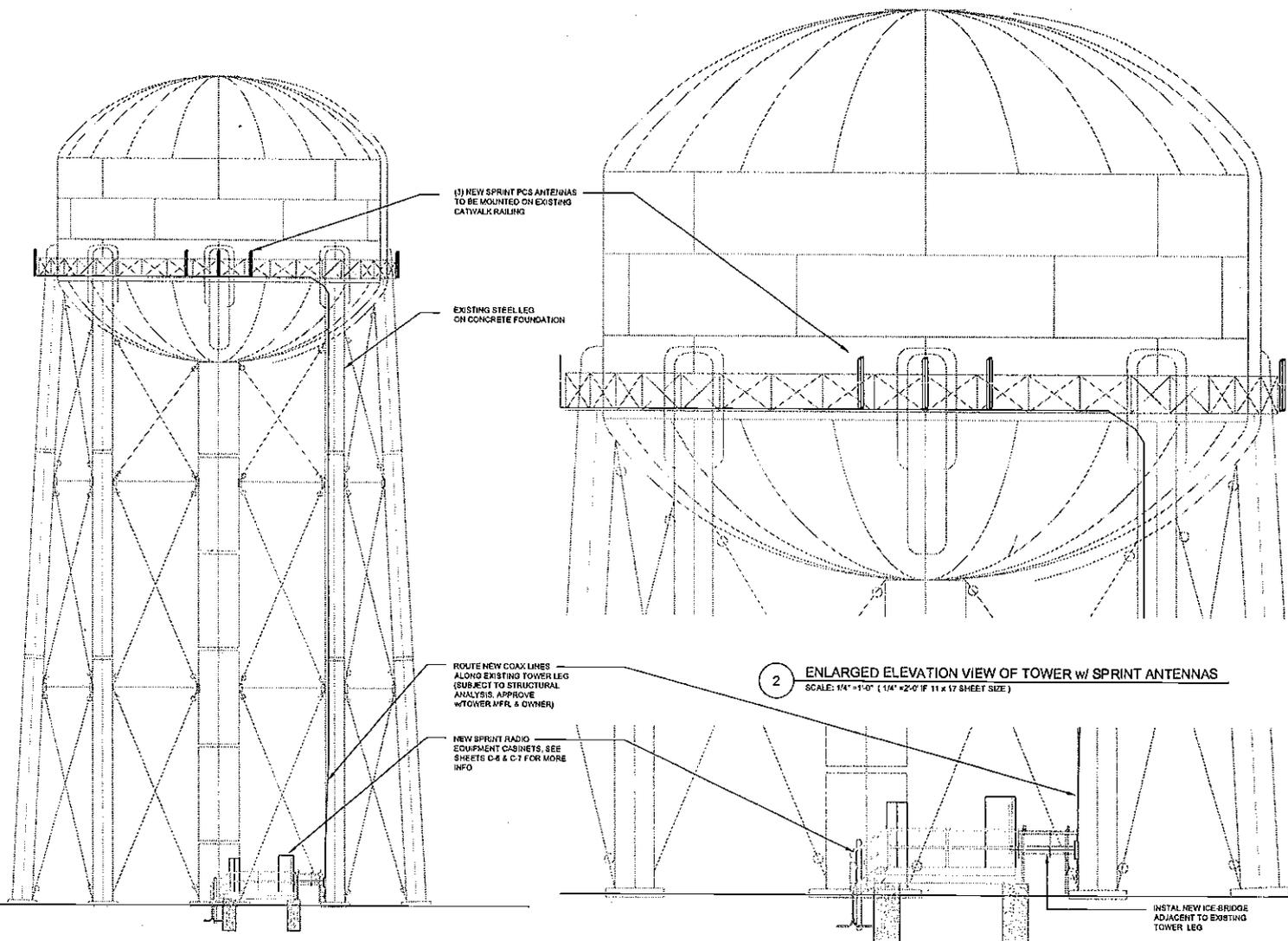
CH54XC996A
PARK FOREST WT
380 INDIANWOOD BLVD.
PARK FOREST, IL

ENLARGED
SITE PLAN

EX-2

TKM

TKM



1 OVERALL ELEVATION VIEW OF TOWER w/ SPRINT EQUIPMENT
SCALE: 1/8" = 1'-0" (1/8" = 2'-0" IF 11 x 17 SHEET SIZE)

2 ENLARGED ELEVATION VIEW OF TOWER w/ SPRINT ANTENNAS
SCALE: 1/4" = 1'-0" (1/4" = 2'-0" IF 11 x 17 SHEET SIZE)

3 ENLARGED ELEVATION VIEW OF TOWER w/ SPRINT PLATFORM
SCALE: 1/4" = 1'-0" (1/4" = 2'-0" IF 11 x 17 SHEET SIZE)



Sprint
The clear alternative to cellular™

SPRINTCOM, INC.
8850 N. RIVER ROAD
SUITE 300
ROSEMONT, IL 60018
MAIN: (847) 384-3000



ONCORDIA WIRELESS, INC.
3308 W. COLUMBIA AVE
SUITE 2
LINCOLNWOOD, IL 60712
MAIN: (847) 708-7500

ISSUED FOR:
SITE SKETCH

PROJECT NO: CH54XC986A

DRAWN BY: MD CHECKED BY: GMS

LANDLORD APPROVAL
SIGNATURE _____
DATE _____

SPRINT APPROVALS

TYPE _____
PROPERTY _____
NET OPS _____
RF _____

No.	Revision/Issue	Date
A	SITE SKETCH	10/18/02

**CH54XC986A
PARK FOREST WT
380 INDIANWOOD BLVD.
PARK FOREST, IL**

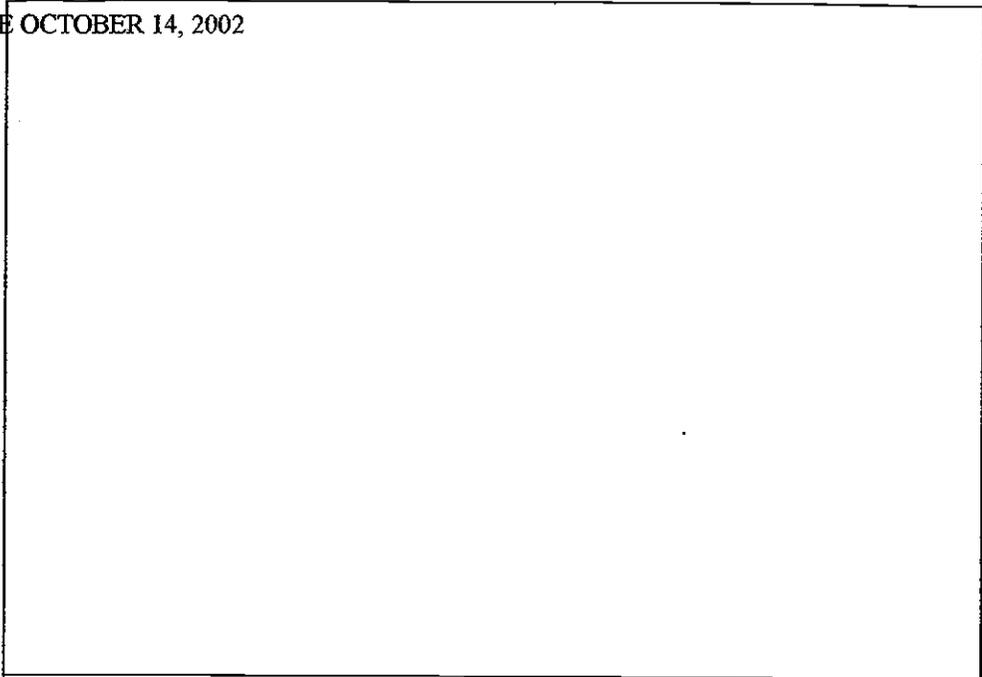
**ELEVATION
VIEW OF TOWER**

EX-3

After recording please return to:

SprintCom, Inc.
9801 W. Higgins
Rosemont, IL 60018

Site No.: CH54XC996



RECORDER'S STAMP

Memorandum of PCS Site Agreement

EXHIBIT B

Site Name Village of Park Forest

Site I. D. CH54XC996

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated Dec. 20, 2002, between The Village of Park Forest ("Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom").

Such Agreement provides in part that Owner leases to SprintCom a certain site ("Site") located at 380 Indianwood Blvd. Park Forest, IL, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on Dec. 20, 2002, which term is subject to four (5) additional five (5) year extensions at the option of SprintCom.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"OWNER"

"SprintCom"

The Village of Park Forest

SprintCom, Inc. a Kansas corporation

X By: Janet R. Muchnik

By: [Signature]

Name: Janet R. Muchnik

Name: PETE HARTWICK

Title: Village Manager

Title: DIRECTOR OF SITE DEVELOPMENT

Address: 350 Victory Drive
Park Forest, IL 60466

Address: 9801 West Higgins Road, Rosemont, IL 60018

Owner Initials JRM

SprintCom Initials [Signature]

VILLAGE OF PARK FOREST RESPONSE OCTOBER 14, 2002

SPRINTCOM, INC. NOTARY BLOCK:

STATE OF IL

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 22nd day of January, 2003, by Pete Hershuck, Director of

SprintCom, Inc., a Kansas corporation, who executed the foregoing instrument on behalf of such corporation.



My commission expires: 6-22-03

Mechelle P. Goss
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF IL

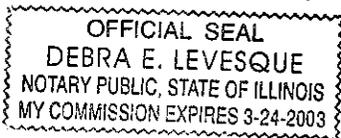
Mechelle P. Goss
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 31st day of OCTOBER, 2002
by 350 VICTORY DR, PARK FOREST, IL 60466
~~601 West 81st Corp an Illinois Corporation~~

(AFFIX NOTARIAL SEAL)



My commission expires: 3-24-2003

Debra E. Levesque
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Illinois

Debra E. Levesque
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

CERTIFICATE OF ASSISTANT SECRETARY

I, Scott W. Andreasen, the undersigned, Assistant Secretary of Sprint Nextel Corporation, a Kansas corporation (the "Corporation"), do hereby certify that I am a duly elected and acting Assistant Secretary of the Corporation and have access to the Corporation minutes, records and corporate seal.

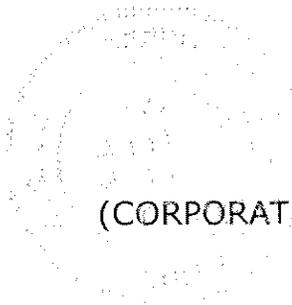
I further certify that the Corporation, indirectly, through a series of intermediately controlled entities or through one or more intermediate controlled entities, owns a majority voting interest in Clearwire Corporation, a Delaware corporation.

I further certify that the Corporation indirectly, through a series of intermediately controlled entities or through one or more intermediate controlled entities, owns a majority economic interest in Clearwire Communications LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal this 21st day of April, 2009.



Scott W. Andreasen, Assistant Secretary



(CORPORATE SEAL)

AGENDA BRIEFING

Memorandum

DATE: February 11, 2010

TO: Mayor John Ostenburg
Board of Trustees

FROM: Thomas Mick,
Village Manager

RE: A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL EQUIPMENT PURCHASE
AGREEMENT WITH THE SOUTHCOM MUNICIPALITIES

BACKGROUND/DISCUSSION:

The Village of Park Forest is a member community of the SouthCom joint emergency dispatch consortium. The other member communities are the Villages of Matteson, Olympia Fields and Richton Park. In November of 2007 SouthCom received notice that their current Computer Aided Dispatch (CAD) System provided by HTE Corporation would no longer be supported after January 2010. With that notice SouthCom began assessing options to replace the system that had been in place since 1988. Frequentis USA was selected as the company to design and build out the new CAD and Fire/Police Records System. The SouthCom Executive Board accepted and approved the recommendation.

As the project has unfolded over the past 18 months, it has been determined that additional funding will be needed for the project completion. As such the consortium began to assess funding options through bonds or conventional loans. After much brainstorming it was determined that SouthCom might achieve the best interest rate if the project needs were grouped with a public works project which Olympia Fields will be carrying out. In total, the million dollar loan for the Frequentis project will most likely be paid off over an 8-year period. The joint bonding approach with Olympia Fields (and its better credit rating) is projected to save SouthCom anywhere from \$30,000 to \$50,000 over the term of the loan, pending the finalized interest rate. The member communities of SouthCom believe that the CAD and Records System developed by Frequentis will be able to meet the needs of the dispatch agency for at least the next fifteen years.

To protect their interests as the principle borrower for the SouthCom funding, Olympia Fields is seeking approval of the attached intergovernmental agreement with each of the other member communities. The agreement is a guarantee that Park Forest will cover its percentage cost of the SouthCom bonds should the consortium default or become defunct in some manner. The attached intergovernmental agreement and the enabling resolution have been reviewed by Village Attorney Paul Stephanides.

From a financial/budgetary perspective, the funding being sought for the Frequentis project has already been taken into account as Village Staff begins to build the 2010-2011 Budget. The Park

Forest share of the debt service for the loan would be included as part of the Village's annual contribution to SouthCom in subsequent years until the loan has been paid off.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Rules and Regular Meetings of February 22, 2010 for Board consideration and approval.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL EQUIPMENT PURCHASE
AGREEMENT WITH THE SOUTHCOM MUNICIPALITIES**

WHEREAS, the Village of Park Forest (“Village”) is a member of SouthCom, the combined emergency dispatch center for the Villages of Matteson, Olympia Fields, Richton Park, and Park Forest; and

WHEREAS, SouthCom proposes to enter into the Intergovernmental Equipment Purchase Agreement (“Agreement”) in substantially the form attached as Exhibit A to purchase certain equipment as set forth in the Agreement to meet SouthCom’s goal of providing a new state-of-the-art, fully integrated computer aided dispatch and records management service (“Project”); and

WHEREAS, the cost of the Project shall be shared by the SouthCom municipalities as set forth in the Agreement; and

WHEREAS, the Mayor and Board of Trustees of the Village have determined that it is in the best interests of the Village to enter into the Agreement.

NOW THEREFORE, BE IT RESOLVED by the 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. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Approval of Intergovernmental Equipment Purchase Agreement. The Intergovernmental Equipment Purchase Agreement (“Agreement”), attached hereto and incorporated herein by reference as Exhibit A, is hereby approved in substantially the form attached, subject to the finalization of the terms of the Agreement by the SouthCom municipalities.

Section 3. Execution of Agreement. The Village Manager is directed and authorized to execute the Agreement in substantially the form attached and the Village Clerk is directed and authorized to attest the signature of the Village Manager. The Village Manager and the Village Clerk are directed and authorized to execute any and all other documents as may be necessary to effectuate the purposes of the Agreement.

Section 4. Severability and Repeal of Inconsistent Motions, Resolutions and Ordinances. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All existing motions, resolutions and ordinances of the Village are hereby repealed insofar as they may be inconsistent with the provisions of this Resolution.

Section 5. **Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval.

APPROVED this _____ day of _____ 2010.

APPROVED:

ATTEST:

John A. Ostenburg, Mayor

Sheila McGann, Village Clerk

EXHIBIT A

INTERGOVERNMENTAL EQUIPMENT PURCHASE AGREEMENT

This Intergovernmental Equipment Purchase Agreement is entered into by the Villages of Richton Park, Olympia Fields, Matteson and Park Forest (the "SouthCom Municipalities").

RECITALS

A. The SouthCom Municipalities have undertaken a study to determine what equipment and facilities are necessary to acquire in order to maintain and improve emergency communication services to the SouthCom municipalities.

B. After completion of the study, the SouthCom Municipalities have determined that it is reasonable and in the best long term interest of SouthCom to purchase the facilities and related services described on **Exhibit 1** attached hereto and made a part hereof (the "Project").

C. The estimated cost of the Project is one million five hundred twenty-nine thousand seven hundred ninety two dollars (\$1,529,792.00) as set forth in Exhibit 1. The Project funding sought pursuant to this Agreement is one million dollars (\$1,000,000.00).

D. Because the Project has an extended useful life, and given the favorable interest rate climate for borrowers, the SouthCom Municipalities have determined that it would be prudent to finance the acquisition of the Project.

E. To that end, Olympia Fields has agreed to issue its general obligation alternate bonds ("Bonds") for purposes of financing the acquisition of the Project.

F. The Bonds would be secured through the pledge of E-911 funds from each of the SouthCom Municipalities, with Olympia Fields enhancing the bonds through an alternate pledge of its general obligation.

EXHIBIT A

G. In order to implement the Project, the SouthCom Municipalities desire to enter into this Agreement to achieve the financing of the Project and a method for repayment of the debt service on the bonds which will be issued by Olympia Fields.

Accordingly, it is hereby agreed by and among the SouthCom Municipalities, as follows:

Section 1: Incorporation of Recitals. The Recitals set forth hereinabove are incorporated as if set forth fully herein.

Section 2: Agreement to Issue Alternate Bonds. Olympia Fields hereby agrees to proceed with due diligence to issue the Bonds in such amount as is necessary to finance the Project.

Section 3: Agreement to Pledge E-911 Revenues. The SouthCom Municipalities hereby agree to pledge their E-911 revenues in order to facilitate Olympia Fields' issuance of General Obligation Alternate Revenue Bonds. Each SouthCom Municipality agrees to execute such supplemental documents and agreements as may be required by the lender to facilitate the issuance of the bonds.

Section 4: Bond Proceeds; Issuance Costs; Termination of Agreement.

A. Upon the closing of the sale of the Bonds, Olympia Fields shall transfer the Bond proceeds to SouthCom. The Bond proceeds shall be utilized solely for acquisition of the Project.

B. The costs associated with the Bond issuance (underwriting, Bond counsel, legal services, Bond administration) will be billed to SouthCom for payment. Each SouthCom Municipality will be assessed a portion of these issuance costs for the one million dollar (\$1,000,000.00) Bond issuance as set forth in this Agreement in accordance with each Municipality's annual contribution percentage ("ACP") until the costs are paid in full. Any

EXHIBIT A

issuance costs for funds over and above the one million dollar (\$1,000,000.00) Bond issuance shall solely be paid by Olympia Fields. Upon the payment of such costs and the Project costs, this Agreement shall terminate.

Section 5: Notification of Debt Service Schedule; Annual Assessment; Payment to Olympia Fields.

A. At the closing of the Bonds, Olympia Fields will forward a copy of the Bond Ordinance to SouthCom. The Bond Ordinance will have the annual debt service schedule, showing the total amount necessary to pay the annual principal and interest Bond payment.

B. As part of its annual budget making process SouthCom shall assess each SouthCom Municipality an amount of money adequate to pay the annual debt service payment.

C. Each SouthCom Municipality will be assessed a percentage of the debt service based on each member's then-current ACP.

D. SouthCom will annually forward an amount equal to the current debt service to Olympia Fields. This payment shall be made at least thirty (30) days prior to the date Olympia Fields is required to make the annual debt service payment on the bonds.

Section 6: Changing Membership; Continued Responsibility.

A. In the event the membership of SouthCom expands, the incoming member(s) shall be required to pay its share of the debt service in accordance with the recalculated ACP.

B. In the event a member municipality terminates its membership in SouthCom, that member will nevertheless remain liable for its repayment obligation under this Agreement until such time as the bonds have been repaid in full. The terminating member's annual contribution will be assessed based on that member's ACP on the date it terminates from SouthCom.

EXHIBIT A

Section 7: Binding Authority; Effective Date.

A. The individuals executing this Agreement on behalf of their respective municipalities represent that they have the legal power, right, and actual authority to bind their respective municipalities to the terms and conditions of this Agreement.

B. This Agreement shall take effect on the date it is last executed by one or more of the municipalities reflected below.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day, month and year first above written.

Village of Richton Park

Village of Olympia Fields

By: _____
Dated: _____

By: _____
Dated: _____

Village of Matteson

Village of Park Forest

By: _____
Dated: _____

By: _____
Dated: _____

EXHIBIT 1

SouthCom Dispatch

21113 Dettmering Dr., Matteson, IL.



MEMORANDUM

TO: Tom Mick, Park Forest Village Manager

FROM: Deputy Director Denise Pavlik, ENP

DATE: February 12, 2010

RE: Executive Summary

The purpose of this report is to identify the equipment that is to be purchased with the proceeds of this Bond Issuance. The body of the report provides an overview of the company selected (Frequentis) and outlines the changes in technology this partnership between Frequentis and SouthCom affords, and delineates the equipment needed to implement the proposed solution.

In November of 2007 SouthCom received notice that their current Computer Aided Dispatch System provided by (HTE) would no longer be supported after January of 2010. With that notice the Director and the SouthCom Operating Committee began to look into options to replace the system that had been in-place since 1988. After detailed analysis the Operating Committee made a recommendation to the Board of Directors that Frequentis USA be selected as the Company to design and build out our new Computer Aided Dispatch and Records System. The Board accepted and approved the recommendation.

BACKGROUND ON FREQUENTIS THE COMPANY

The Frequentis success story begins among the ruins of a war-torn Vienna in 1947. Two young engineers, Emanuel Strunz and Walther Hamm, combined their talents to help rebuild a shattered city. Their first contract was to help construct the Vienna II radio station, thus beginning the company's long association with voice communication systems.

The first order for an air traffic control facility arrived in 1955, and this sector was to become a natural home for the company, allowing Frequentis to become a multi-million dollar international enterprise by the end of the 90's with over 80% of the world's market share in the aviation arena.

Today, Frequentis and its associated companies employ over 900 staff members at locations in over 60 countries, including 400 qualified engineers with skill in hardware and software development. Frequentis is an international supplier of

EXHIBIT 1

communications and information systems in the fields of Air Traffic Management (FAA, civil and military air traffic control) and Public Safety & Transport (police, rescue/EMS and fire services, coastal rescue, railways, shipping and others). As such, the company maintains a global network of subsidiaries in the sales and operations area that provides a platform for sales and project processing in its various addressed regions.

THE FREQUENTIS SOLUTION

To meet SouthCom's goal of providing a new State-of -the-Art fully integrated Computer Aided Dispatch and Records Management solution Frequentis proposes to provide the following:

The Frequentis platform is based on location centric software and includes related servers and workstations, operating on an Oracle and Windows platform, utilizing IP technology and Next Generation 9-1-1 broadband capabilities, when they are available in the network. This IP architecture enables networking, fault tolerant, State-of-the-Art VoIP switch with scalable 9-1-1 trunks or multiple broadband IP connectivity.

The Frequentis system will allow for a fully integrated CAD solution with redundant ANI/ALI (Automatic Number Identification/Automatic Location Identification) interface, TDD/TTY interface, Phase I and II wireless compliance, voice recording interface and Enhanced 9-1-1 call processing.

In addition to the CAD system, aforementioned, this system will include a Records Management system with Police and Fire/EMS Records, Mobile Vehicle Computers including wireless report writing from the vehicles in the field, GPS location technology of responding units, interfaced Fire UHF Narrow band radio and Police 800 MHz radio channels and full GIS mapping functionality.

We believe this new State-of-the-Art, fully integrated solution will meet the needs of SouthCom and its member agencies minimally for the next fifteen years. We recognize that technology we certainly change over this period but we also strongly believe that Frequentis' revolutionary design methodology will facilitate the incorporation of those technological advances.

Please find attached (Exhibit I) a copy of the equipment costs (hardware and software) associated with the Frequentis solution.

EXHIBIT 1

EXHIBIT I

CAD package	\$ 683,000.00
VoIP package	\$ 200,000.00
Additions	\$70,278.00
7 year 24/7 Hotline and release update	\$ 539,000.00
7 year Mobile GIS SW Warranty costs (80 units)	\$37,514.40

Total package price **\$ 1,529,792.40**

Pc.	Pc.	Name	Type	Unit price	Extended Price
1		Dispatch Room			\$24,465
	7	Workstation	Dell Precision T5400	\$1,970	\$13,790
	14	Monitor 21"	Samsung SyncMaster 215TW	\$549	\$7,686
	7	Desktop Equipment	Headset,..	\$427	\$2,989

Pc.	Pc.	Name	Type	Unit price	Extended Price
1		Central Equipment Room			\$104,681
	1	19" Cabinet 42HE	PowerEdge Rack 4210	\$1,280	\$1,280
	1	Filter/ Air Vent for Cabinet	APC NetShelter	\$365	\$365
	2	Switch	CISCO 2960 PoE	\$2,198	\$4,396
	2	Firewall	CISCO ASA 5520	\$6,986	\$13,972

EXHIBIT 1

Pc.	Pc.	Name	Type	Unit price	Extended Price
	2	Server with single QuadCore Prozessor	Dell Power Edge 2950III	\$4,107	\$8,214
	5	Server Dualprozessor with 2x AMD opteron QuadCore Prozessor 3.0 GHz, 32GB RAM	Dell Power Edge R805	\$3,781	\$18,905
	1	RAID 5 File System	Dell Power Fault MD1120 Disk Storage	\$5,207	\$5,207
	1	Console Switch	Dell 180AS	\$1,035	\$1,035
	1	Backup Storage	DVD Wurlitzer	\$1,586	\$1,586
	2	FRQ-GateX Call Control	Frequentis Gate X	\$9,516	\$19,032
	2	Broadband IP interface	Frequentis	\$7,930	\$15,860
	2	Router	CISCO 2811	\$1,996	\$3,992
	2	SRST Voice Bundle	CISCO PVD2-8	\$336	\$672
	1	WiFi Interface	CISCO HWIC-AP-G-E	\$336	\$336
	2	Voice Interface	CISCO VIC2-2NT/BE	\$336	\$672
	1	Voice Interface	CISCO VIC2-2E1/T1	\$336	\$336
	1	Power Control	SPS	\$1,464	\$1,464
	2	Cabling	Set	\$3,416	\$6,832
	1	Door InterCom	2N Door VoIP	\$525	\$525

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

Village Hall
Roll Call

8:00 p.m.

February 22, 2010

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 Saturday Rules Meeting of February 6, 2010; the Minutes of the Special Rules Meeting of February 8, 2010 and the Regular Meeting of February 8, 2010
2. Resolution: A Resolution Authorizing the Execution of an Intergovernmental Equipment Purchase Agreement with the Southcom Municipalities
3. Resolution: A Resolution Authorizing Amendments to a Site Lease Agreement Between the Village and Sprintcom Nextel
4. Resolution: A Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code and Municipal Estimate of Maintenance Costs
5. Motion: A Motion to Authorize the Emergency Purchase of Road Salt
6. Motion: A Motion to Award a Contract for Audit Services
7. Motion: A Motion to Authorize the Manager to Enter into Local Agency Agreement with the State of Illinois for Route FAU 2836 (Orchard Drive) from US Route 30 to Sauk Trail to Orchard Drive
8. Resolution: A Motion to Adopt a MFT resolution appropriating funding for Phase II Design Engineering for the Orchard Drive improvement
9. Motion: A Motion to Authorize the Manager to Enter into Phase II Engineering Services Agreement with Baxter & Woodman for Route FAU 2836 (Orchard Drive) from US Route 30 to Sauk Trail.

10. Motion: A Motion to Approve a Contract for Fire Hydrant and Hydrant Valve Improvements

DEBATABLE:

11. Ordinance: An Ordinance Amending Chapter 22 of the Code of Ordinances of the Village of Park Forest (Crime Free Housing) (First Reading)

12. Ordinance: An Ordinance Amending the Code of Ordinances of the Village of Park Forest (Increasing the Fines for Violations of Handicapped Parking Provisions) (First Reading)

13. Ordinance: An Ordinance Amending Chapter 6 (“Alcoholic Beverages”) of the Code of Ordinances (First Reading)

14. Ordinance: An Ordinance Amending Chapter 14 of the Code of Ordinances (Cruelty to Animals) (First Reading)

15. Ordinance: An Ordinance Amending Chapter 102 of the Code of Ordinances Regarding the Impoundment of Vehicles for Driving on a Suspended License (First 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 Saturday Rules Meeting of February 6, 2010; the Minutes of the Special Rules Meeting of February 8, 2010 and the Regular Meeting of February 8, 2010
2. MOVED, that the Mayor and Board of Trustees Authorize the Manager to Execute the Intergovernmental Equipment Purchase Agreement with the Southcom Municipalities.
3. MOVED, that the Mayor and Board of Trustees Adopt a Resolution Authorizing Amendments to a Site Lease Agreement Between the Village and Sprintcom Nextel.
4. MOVED, that the Mayor and Board of Trustees Adopt a Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code and Municipal Estimate of Maintenance Costs in the amount of \$716,514.18.
5. MOVED, that the Manager is authorized to purchase up to 500 tons of additional road salt from Morton Salt, if needed; said cost for 500 tons would be \$36,270.
6. MOVED, that the Manager be authorized to execute a five-year contract with Baker Tilly Virchow Krause, LLP for audit services; the cost per year is as follows: 2010, \$39,600; 2011, 40,400; 2012, 41,600; 2013, 42,800; 2014, 44,100.
7. MOVED that the Manager be authorized to Enter into Local Agency Agreement with the State of Illinois for Route FAU 2836 (Orchard Drive) from US Route 30 to Sauk Trail to Orchard Drive
8. MOVED, that the Mayor and Board of Trustees adopt a MFT resolution appropriating funding for Phase II Design Engineering for the Orchard Drive improvement in the amount of \$476,000.
9. MOVED, that the Manager be authorized to Enter into Phase II Engineering Services Agreement with Baxter & Woodman for Route FAU 2836 (Orchard Drive) from US Route 30 to Sauk Trail in the amount of \$476,000.
10. MOVED, that the Manager be authorized to contract for fire hydrant and hydrant valve improvements with M & J Underground, Inc. of Monee, IL in the amount of \$199,288 with a 30% contingency for additional or unexpected work for a total cost not to exceed \$259,074.40.

2/22/10

VILLAGE OF PARK FOREST

**Village Board Special Regular Meeting
Monday, February 8, 2010
Village Hall 7:00 p.m.**

MINUTES

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

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Assistant Director of Finance Stephanie Rodas, Director of Recreation and Parks John Joyce

ABSENT: Mayor John Ostenburg

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Park Forest Public Library Board of Trustees Penny Shnay, Gail Graham, Peg Donohue, Linda Marron, Joan Larsen, Sevena Merchant; and Library Administrator Barbara Osuch

Roll call was taken by Clerk McGann at 7:00 p. m. In the absence of Mayor Ostenburg, Senior Trustee Ken Kramer was appointed President Pro-tem. All in attendance stated their name and role for the record. Manager Mick stated that the purpose of the meeting was an update on the Library renovation.

Barbara Osuch passed out a hand-out and thanked the Trustees for touring the library as Phase One of four phases is completed. Ms. Osuch noted that the existing footprint will not change. There will be many improvements to the Library including improved public sight lines, a more open floor plan, and new public washrooms. There will also be an increase in computers, family technology rooms, and the children's technology center. The projected renovation budget was \$1,371,808 as of July 27, 2009. The amended renovation budget is \$1,431,069 as of February 2010. Phase One included added expenses for fire and burglar alarm systems. Phase Two will be in the older area of the library. Ms. Osuch said that the Library would like to borrow \$300,000 from the Village and pay the loan back in revenues.

Trustee O'Neill asked if the overage of \$40,000 was for fire related items. President Schnay said, yes, it was and they were working closely with Captain Wheeler.

Manager Mick noted that often there are surprises in older buildings during renovation. The overall costs are still lower than the cost of a new building.

Ms Osuch noted that they are doing only the essentials in the renovation to keep costs down. The book move was a significant part of the renovation process. Ms. Osuch stated that Phase Four should be completed by Sept 2010. She added that each phase has to be abated before next phase begins which includes the consultants. There will be no new asbestos costs.

Manager Mick said that this plan has been seven years in the making. There will be another update for the Board on February 20 and another tour between Phases Three and Four to keep the Board informed.

President Pro-tem Kramer asked if there were any more questions. Hearing none, he asked for a motion to adjourn. Motion was made by Brandon, seconded by Trustee Dillard, and passed unanimously.

President Pro-tem Kramer adjourned the meeting at 7:30 p.m.

Respectfully submitted
Sheila C. McGann
Village Clerk

VILLAGE OF PARK FOREST

**Village Board Regular Meeting
Monday, February 8, 2010
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, Deputy Village Manager/Finance Director Mary Dankowski; Police Chief Tom Fleming, Fire Chief Robert Wilcox, Director of Recreation and Parks John Joyce, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer, Assistant Director of Finance Stephanie Rodas

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Nikki Arseneau, *SouthtownStar Newspaper*; Jon DePaolis, *Southland Voice* and one resident.

Roll was called by Clerk McGann at 8:00 p.m. Due to Mayor Ostenburg's absence, Trustee Kramer was named President Pro-tem. The meeting was called to order by President Pro-tem Kramer who led the assembly in the Pledge of Allegiance.

Mayor's Comments

None

Manager's Comments

Manager Mick noted that he and the Trustees on the Legislative Committee attended the South Suburban Mayors and Managers Legislative Breakfast on February 6, which included a number of state representatives. Manager Mick also noted various activities taking place in the Village. There will be a neighborhood meeting on February 18 at Forest Trail Middle School open to residents living in the area. On February 20, there will be a financial update on the budget at Village Hall and midyear budget amendments.

Village Clerk

None

Trustee's Comments

Trustee O'Neill said that Economic Development Advisory Group met February 3 to review their goals and objectives. She said she attended the Legislative Breakfast which gave the Trustees an opportunity to network with Village representatives and to receive legislative information that impacts us all.

Trustee Kopycinski said that the Commission on Human Relations will meet February 9. The Black History Month presentation is scheduled for Saturday, February 27, which will be a tribute to Michael Jackson. He also noted that there was discussion at the SSMMA Legislative Breakfast about home rule for all municipalities that would be beneficial due to the increased obligation of pension contributions.

Trustee Brandon also attended the SSMMA Legislative Breakfast. She noted that the legislative agenda also includes funding for transportation to better link the south suburbs by expressway extensions. She noted that the Environment Commission met February 4 and toured the environment classroom at the Aqua Center. They are planning an educational program on pesticide use on April 17. The Youth Commission is meeting Tuesday, February 9. They are sponsoring comedy and variety shows at Freedom Hall on March 5 and 6.

Trustee Dillard noted that she and Trustee Kramer were at Village Hall on February 6 (Saturday Rules Meeting) to meet with any citizens who wanted to discuss any issues.

Citizens Comments, Observations, Petitions

None

Consent Agenda

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

1 Approve the Minutes of the Rules Meeting of January 25, 2010 and the Minutes of the Regular Meeting of January 25, 2010

2. Resolution Adopting Administrative Procedures for Compliance with the Illinois Freedom of Information Act

3. Resolution Authorizing an Easement between the Village and Calvary United Protestant Church

4. Resolution Supporting the 2010 Legislative Agenda of the South Suburban Mayors and Managers Association

Approval of the consent agenda was moved by Trustee Kopycinski and seconded by Trustee Dillard. President Pro-Tem Kramer asked if anyone wished any items removed from the consent agenda for further discussion. On the motion to approve the consent

agenda, a voice vote was called by President Pro-tem Kramer. The consent agenda was approved with the following results:

Ayes: 6
Nays: 0
Absent: 1

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

Debatable Agenda

**5. Ordinance Amending Chapter 42 (“Fire Prevention and Protection”),
Article II (“Foreign Fire Insurance Board”) (Final Reading)**

President Pro-tem Kramer called for a motion to adopt the ordinance on final reading. Motion to adopt was made by Trustee Kopycinski and seconded by Trustee Brandon. President Pro-tem Kramer asked if there was any other discussion. Hearing none, he asked for a roll call vote. The ordinance was approved with the following results:

Ayes: 6
Nays: 0
Absent: 1

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

Adjournment

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

President Pro-tem Kramer adjourned the rules meeting at 8:19 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

AGENDA BRIEFING

DATE: February 15, 2010

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Emergency Purchase of Road Salt

BACKGROUND/DISCUSSION: Through use of the State of Illinois joint purchase program, the Village contracted for 1500 ton \pm 20% to meet the needs of 2009/2010 snow season. On February 8, 2010 DPW order the balance of the contract with Morton Salt (1800 ton total) plus an additional 300 ton at the contract price of \$72.54 per ton. DPW budgeted \$150,000 of MFT (Motor Fuel Tax) Funds for salt needs. To date the Village has received 2074.35 ton for a total cost of \$150,472.62.

Morton Salt is willing to continue supplying salt from that contract as long as their supply lasts. DPW requests authorization to purchase additional salt up to 500 ton if needed. The additional cost if all 500 ton were to be purchased is \$36,270. This would be adjusted when the MFT maintenance resolution for 2009/2010 is closed out.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of February 22, 2010 for consideration.

AGENDA BRIEFING

Memorandum

DATE: February 11, 2010

TO: Mayor John Ostenburg
Board of Trustees

FROM: Thomas Fleming,
Chief of Police

RE: AN ORDINANCE AMENDING CHAPTER 22
OF THE VILLAGE OF PARK FOREST CODE OF ORDINANCES

BACKGROUND/DISCUSSION: The Crime Free Housing Ordinance addendum is signed by the tenants making them aware of the prohibitions on committing crimes while a resident of rental property. The addendum prohibits the tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household, common areas or appurtenances from committing and quasi-criminal or criminal activity as defined by local, state or federal law. Recent Federal law allows enforcement of the Crime Free Housing prohibitions against criminal activity to include areas away from the residence, not merely "on or near" as stated in the U.S. Supreme Court case **Oakland vs. Rucker** (2002) (attached). In addition to the above, the language defining rental property shall be amended to include "non-owner occupied property" as rental property. There have been several cases where owners state they own a property but let their children/relatives live there for free, so they are not "renting" it.

In the attached Ordinance, the language in the Crime Free Housing Ordinance shall be changed in sub-section (k), numbers 1, 2 and 3 of Division 14, Article II of Chapter 22 of the Village Code of Ordinances of the Village of Park Forest to add "either on or off said residential property".

The language in Section 22-473 (a) Crime Free Housing shall be changed to add "or otherwise allow such property to be non-owner occupied".

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular Meeting of February 22, 2010 for **FIRST READING**.

Ordinance No. _____

**AN ORDINANCE AMENDING CHAPTER 22
OF THE VILLAGE OF PARK FOREST CODE OF ORDINANCES**

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, an Illinois Municipal Corporation, a home rule unit of local government in the exercise of its home rule powers, Section 22-473 of Division 14, Article II of Chapter 22 of the Code of Ordinances of the Village of Park Forest be amended as follows:

Section I. The Village of Park Forest Code of Ordinances is hereby amended as follows:

Sec. 122-473. Crime Free Housing.

(a) License Requirement.

No person, corporation, partnership or other business entity, condominium, townhouse, cooperative membership association or homeowners' association shall engage in the business of renting any dwelling unit to the public, the operation a rental dwelling unit, rooming house or rooming unit, **or otherwise allow any such property to be non-owner occupied**, unless a valid Residential Rental License has been issued by the village for the specific location. A dwelling unit may not be rented and no new lease may be entered into and no lease may be renewed until a license is secured pursuant to this section, or while a license is suspended or revoked.

(k) Crime-free lease agreement addendum.

Every cooperative housing agreement, lease, renewal of lease or other such agreement for the rent or lease of any residential property shall include the following language:

"In addition to all other terms of the lease, landlord and tenant agree as follows:

The tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household, common areas or appurtenances:

1. Shall not engage in any quasi-criminal or criminal activity as defined by local, state or federal law, **either on or off said residential real property**;
2. Shall not engage in any act intended to facilitate any quasi-criminal or criminal activity and/or obstruct or resist law enforcement against criminal activity, **either on or off said residential real property**;

3. Shall not permit and/or allow the dwelling unit, common areas or appurtenances to be used for or facilitate any quasi-criminal or criminal activity as defined by local, state or federal law, **either on or off said residential real property.**

Should the tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household, common areas or appurtenances violate any provisions stated herein, **either on or off said residential real property,** such a violation shall constitute material noncompliance with this lease and shall further constitute grounds for termination of tenancy and eviction. “

Section II. EFFECTIVE DATE AND TRANSITION CLAUSE. This amendment shall be in full force and effect from and after its passage and publication as provided by law.

PASSED thus _____ day of _____, 2010.

APPROVED:

ATTEST:

Mayor

Village Clerk

AGENDA BRIEFING

Memorandum

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Thomas W. Fleming,
Chief of Police

DATE: February 10, 2010

SUBJECT: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST (INCREASING THE FINES FOR VIOLATIONS OF HANDICAPPED PARKING PROVISIONS)

BACKGROUND/DISCUSSION:

The State of Illinois has amended the Illinois Vehicle Code, 625 ILCS 5/1 increasing the minimum fine for a handicap parking violation to \$250.00. This is a housekeeping item which will allow our local ordinance to stay consistent with the Vehicle Code. The law changed several years ago and it was learned that Park Forest had not officially effected this change while we were conducting a review of the current ordinances as set out in the Police Department 2009/2010 goals.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular Meeting of February 22, 2010 for **FIRST READING**.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF
PARK FOREST (INCREASING THE FINES FOR VIOLATIONS
OF HANDICAPPED PARKING PROVISIONS)**

WHEREAS, the State of Illinois has amended the Illinois Vehicle Code, 625 ILCS 5/1 *et seq.* (the “Code”); and

WHEREAS, the amended Code requires that the Village of Park Forest increase its fines for violations of handicapped parking provisions in the Village of Park Forest;

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

SECTION I. Village Code Amended. Section 2-528 of the Park Forest Village Code, titled “Schedule of fines/penalties,” is hereby amended by deleting the stricken language and adding the underlined language as follows:

Sec. 2-528. Schedule of fines/penalties.

The fines and penalties which shall be imposed shall be as follows:

(1) For violation of sections under chapter, 66, 86 or 102 of this Code, any compliance violation or violation of any village ordinance regulating, restricting or prohibiting the standing or parking of motor vehicles along the streets, byways, alleyways, regulated parking lots or such other locations as may be controlled by off-street parking agreements, located within the geographical boundaries of this village, other than for handicapped parking, the fine shall be:

a. From the date the citation is issued up to and including the first hearing date \$25.00.

b. Upon failure to pay the fine amount by the date of the first hearing date up to the second hearing date, \$50.00.

c. Upon failure to pay the fine amount by the date of the second hearing date up to the third hearing date, \$100.00.

d. Upon failure to pay the fine amount by the date of the third hearing date, \$250.00.

(2) For violation of any village ordinance regulating, restricting or prohibiting the standing or parking of motor vehicles along the streets, byways, alleyways, regulated parking lots or such other locations as may be controlled by off-street parking agreements, located within the geographical boundaries of this village for areas specifically designated for handicapped parking, the fine shall be:

- a. From the date the citation is issued up to and including the first hearing date, **\$250.00.**
- b. Upon failure to pay the fine amount by the date of the first hearing date up to the second hearing date, ~~\$100.00~~ **\$250.00.**
- c. Upon failure to pay the fine amount by the date of the second hearing date up to the third hearing date, ~~\$100.00~~ **\$250.00.**
- d. Upon failure to pay the fine amount by the date of the third hearing date, ~~\$250.00~~ \$400.00.

SECTION II: Village Code Amended. Section 102-2 of the Park Forest Village Code, titled “State traffic laws adopted,” is hereby amended by deleting the stricken language and adding the underlined language as follows:

(k) Any person found guilty of violating 625 ILCS 5/11-1301.3 (unauthorized use of parking places reserved for handicapped persons) or any of its subsections shall be fined ~~\$100.00~~ **\$250.00** in addition to any costs or charges connected with the removal or storage of any vehicle authorized under this section.

SECTION III: Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION IV: Effective Date. This ordinance shall be in full force and effect immediately after its passage and publication as required by law.

ADOPTED this _____ day of _____, 2010.

APPROVED:

ATTEST:

Mayor

Village Clerk

**VILLAGE OF PARK FOREST
MEMORANDUM**

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

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

DATE: February 18, 2010

**RE: AN ORDINANCE AMENDING CHAPTER 6 (“ALCOHOLIC
BEVERAGES”) OF THE CODE OF ORDINANCES, VILLAGE OF PARK
FOREST, COOK AND WILL COUNTIES, ILLINOIS**

BACKGROUND/DISCUSSION:

The Park Forest Walgreens store has requested a Class B-2 liquor license to allow for the sale of wine and beer at their store located at 15 S. Orchard Drive. The Village Staff has thoroughly reviewed this application and Walgreens’ policy and training regarding the sale of alcohol. The Liquor Commissioner conducted an interview with the manager of the Park Forest Walgreens store on February 17.

Liquor licenses in Park Forest are controlled by Chapter 6 of the Village Code of Ordinances. Currently, the following five (5) establishments/addresses currently hold a liquor license in the community:

- CVS 1 Main Street
- 7-Eleven 425 Sauk Trail
- Tattlers 90 S. Orchard Drive
- Stop & Shop 2599 S. Western Avenue
- Park Forest Tennis & Health Club Westwood & Sauk Trail

Village practice has been to maintain only the number of available liquor licenses that are needed to serve the existing businesses that have been approved for liquor licenses. Therefore, in order to allow the Park Forest Walgreens store to sell wine and beer it is necessary to increase the number of liquor licenses available. As such, the attached Ordinance would amend Village Code to allow for a maximum of six (6) liquor licenses in Park Forest.

SCHEDULE FOR CONSIDERATION:

This item will be on the agenda for First Reading at the Regular Board meeting of February 22, 2010.

ORDINANCE _____

**AN ORDINANCE AMENDING CHAPTER 6 (“ALCOHOLIC BEVERAGES”),
ARTICLE II (“LICENSES), SECTION 6-49 (“NUMBER LIMITED”)
OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS**

WHEREAS, the Code of Ordinances of the Village of Park Forest (“Village Code”) provides that “the number of licenses in effect at any one time for the sale of liquor shall not exceed five for the total of classes A-1, A-2, B-1 and B-2”; and

WHEREAS, there are currently five (5) liquor licenses in the Village of Park Forest; and

WHEREAS, an additional liquor license has been requested by an applicant conducting business at 15 S. Orchard Drive; and

WHEREAS, the submitted application has been reviewed by the Liquor Commissioner and by Village Staff, and the application has been found to be in good standing; and

WHEREAS, the Village seeks to amend the number of A-1, A-2, B-1 and B-2 liquor licenses in the Village to six (6) to allow for the requested additional liquor license as set forth above.

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

Section 1. Code of Ordinances Amended. Chapter 6 (“Alcoholic Beverages”), Article II (“Licenses”), Section 6-49 (“Number Limited”) of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, is hereby amended by adding the following underlined words and deleting the stricken language to read as follows:

ARTICLE II. LICENSES

Section 6-49. Number Limited.

(a) Except as otherwise provided in section 6-55, the number of licenses in effect at any one time for the sale of liquor shall not exceed ~~five~~ six for the total of classes A-1, A-2, B-1 and B-2.

(b) However, if any license is revoked or any licensee fails to operate a business providing for the sale of liquor at the address for which a license is issued for a period in excess of ten days, except in a natural disaster or if a permit for alteration has been applied for, the license may not be reissued and the total number of licenses authorized in this section shall be accordingly reduced in number.

(c) If, however, a licensee sells his business and the buyer applies for a new license at the same address within ten days of the sale, the number of licenses shall not be reduced if the license applied for is granted by the local liquor commissioner.

Section 2. 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 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Passed this _____ day of _____, 2010.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK



**PARK FOREST
POLICE**

Proud to Serve

200 Lakewood Blvd. • Park Forest, IL 60466
708-748-4700 • 708-748-7044 Fax

Thomas W. Fleming, Chief of Police

Mayor John Ostenburg
Village of Park Forest

February 16, 2010

Dear Sir,

I am pleased to report that the Police Department has completed an evaluation of Walgreens / Bond Drug Co. of Illinois application for a retail Class B2 "off premise" beer and wine license .

We have been in contact with corporate representative Ms. Toni Franklin. Ms Franklin sent us the Walgreens Sale of Alcoholic Beverage Policy and their employee training program in reference to selling alcohol products responsibly. Walgreens utilizes an online employee training program and participates in Illinois Liquor Commission retail trainings as well. The Corporate policy is comprehensive, covering directives to the employee and manager as well.

On February 8th , Deputy Chief Mike McNamara and myself met with store manager, Erika Allen. We inspected the store and learned that the products will be kept in the refrigerated section along the east wall. The placement of this will assist in control and deter shoplifting. Store Manager Allen is an experienced manager who has managed other area Walgreen stores with liquor licenses. Walgreens has currently upgraded their store security camera system which will assist us in future police investigations.

Illinois Department of Revenue reports the store, Walgreens #4532, 15 S Orchard Dr. Park Forest currently has an up to date Illinois business licenses # 0586-2061, expires 8/31/2010.

I feel that the Walgreens employee training policy reflects both a professional and competent management that will work with the Village of Park Forest to serve the Community. The Police Department will sign off on the Walgreens application.

Chief Thomas W. Fleming

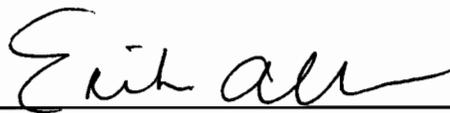
STATE OF ILLINOIS)
)
COUNTY OF COOK)

AFFIDAVIT OF ERIKA ALLEN

I, Erika Allen, having first been duly sworn upon oath, do hereby depose and state as follows:

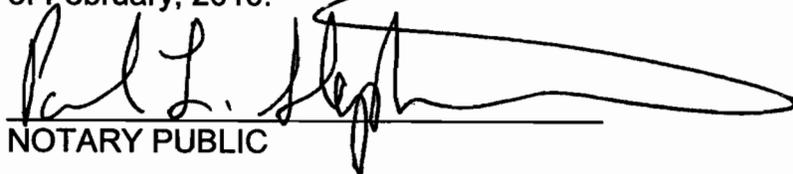
1. I am employed by Bond Drug Company of Illinois, doing business as Walgreens ("Walgreens"). I will be the manager of the Walgreens store proposed to be located at 15 South Orchard Drive, Park Forest, Illinois 60466.
2. Walgreens has applied for a Village of Park Forest Class B-2 liquor license.
3. As the manager of the proposed Walgreens, I am authorized to execute this affidavit on behalf of Walgreens in support of the liquor license application filed with the Village of Park Forest.
4. Walgreens shall not violate any applicable ordinance of the Village of Park Forest, laws of the State of Illinois or laws of the United States in the conduct of the business for which the liquor license is sought during any time period for which the applicable liquor license may be in effect.
5. This Affidavit is provided pursuant to Section 6-44(b)(5) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois.

FURTHER AFFIANT SAYETH NOT



Erika Allen

SUBSCRIBED and SWORN TO
before me this 17 day
of February, 2010.



NOTARY PUBLIC

OFFICIAL SEAL
PAUL L. STEPHANIDES
Notary Public, State of Illinois
My Commission Expires 08/09/11

OFFICIAL SEAL
PAUL L. STEPHANIDES
Notary Public, State of Illinois
My Commission Expires 08/09/11

QUESTIONS FOR LIQUOR LICENSE APPLICANT

(Notary Public, Village Clerk or Court Reporter Swears Witness to Tell the Truth)

1. Please state your full name and address.
2. What is your date of birth?
3. What is your social security number?
4. Are you applying for a liquor license from the Village of Park Forest?
5. For what business?
6. At what location?
7. What is the type of business that will operate at that address?
8. Who will be the managers?
9. What is their prior experience in selling liquor to the public?
10. Have any of the managers or employees had any prior training regarding the sale of liquor to the public? Please describe the training.
11. Have any of the managers or employees undergone training through the Illinois Liquor Control Commission's BASSET program?
12. What plans do you have regarding future training for the managers of employees regarding the sale of liquor to the public?
13. Has anyone connected with the business had any charges filed against them in connection with a liquor license? (If yes, ask follow up questions)
14. What is the legal structure of the business, (i.e., corporation, partnership)?

15. Is this business (i.e., the corporation, partnership) the entity that is applying for the license? (Attorney may need to ask clarifying questions)
16. What will be the hours of operation?
17. Do you understand the need to request valid ID's from anyone who appears to be under 30 years of age?
18. Do you understand that selling to underage youths will almost certainly result in suspension or revocation of the liquor license?
19. Do you understand that selling to underage youth is absolutely unacceptable to me as the Liquor Commissioner for the Village?
20. What special training have you and your staff had regarding sale of liquor to minors?
21. Do you understand that your staff must be given strict instructions to not sell alcoholic liquors to persons who appear to be intoxicated?
22. Have you applied for your state license for the proposed location?
23. What is the status of that application?
24. Hand applicant a copy of the liquor ordinance - Explain that she/he must follow the ordinance. Do you understand this and do you agree to follow the ordinance?
25. Have you submitted to the Village a statement under oath that you will not violate any applicable ordinance of the village, state laws of the United States in the conduct of the business for which the license is sought?
26. Do you understand that a liquor license is a privilege, not a right, and will be revoked if that privilege is abused or if there is any violation of Village or state law?

AGENDA BRIEFING

Memorandum

DATE: February 11, 2010

TO: Mayor John Ostenburg
Board of Trustees

FROM: Thomas Fleming Chief of Police

RE: AN ORDINANCE AMENDING CHAPTER 14 OF THE VILLAGE OF
PARK FOREST CODE OF ORDINANCES RELATED TO CRUELTY OF
ANIMALS

BACKGROUND/DISCUSSION:

The animal cruelty ordinance does not specifically address the growing problem of dog fighting or the raising of fighting animals, such as dogs and poultry. The changes in the attached ordinance are designed to define and clarify that breeding, storing, training, etc. any animals to fight is a violation. The attached Ordinance also states that an animal that has been seized by the animal control officer must have proof of a current rabies vaccination and lists the fees associated with the taking of the animal to a registered veterinarian for storage or treatment. Should there be a continuing problem with an animal running at large, the ordinance states the animal shall be neutered or micro-chipped. The final ordinance change addresses the threat of an animal being used to threaten or attack another person when in the control of its handler.

The attached Ordinance has been drafted in concert between Village Staff, the Village Prosecutor and the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular Meeting of February 22, 2010 for **FIRST READING**.

ORDINANCE No. _____

AN ORDINANCE AMENDING CHAPTER 14 OF THE VILLAGE OF
PARK FOREST CODE OF ORDINANCES RELATED TO CRUELTY OF ANIMALS

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, an Illinois Municipal Corporation, a home rule unit of local government in the exercise of its home rule powers, that the Code of Ordinances of the Village of Park Forest be amended as follows:

Section I.

Chapter 14 of the Village of Park Forest Code of Ordinances is hereby amended as follows:

Sec. 14-6 Cruelty.

No person shall cruelly treat any animal in the village in any way. Any person who inhumanely **shelters, secures, trains, exercises, breeds,** beats, underfeeds, overloads or abandons any animal shall be deemed guilty of a violation of this Code.

Sec. 14-10 Animal or fowl fighting prohibited.

No person shall promote, stage, hold, manage, conduct or carry on or be a spectator at any animal or fowl fight or any other type of contest or game of a similar nature, nor any simulated version of same that involves baiting or inciting an animal or fowl, **nor possess, keep, house, train, or sell any animal or fowl for any of the purposes set forth herein.**

Sec. 14-13 Animal Recklessness.

No person shall endanger the bodily safety of an individual by any means while having an animal in his possession or perform any act that endangers the bodily safety of another, whether it is otherwise lawful or unlawful.

Sec. 14-113. Fees.

(a) A fee of \$25.00 shall be charged and collected for any dog or cat impounded under this chapter. In addition, for each day or part thereof that such animal is sheltered, a reasonable and customarily accepted board fee shall be charged.

1. **Any dog or cat, for which proof of current rabies vaccination is provided, \$70.00;**
2. **Any dog or cat, for which no proof of current rabies vaccination is provided, \$100, and said dog or cat shall be so vaccinated prior to its redemption or release.”**

(b) Offenses shall be accumulated over the period of the last 12 consecutive preceding months in determining the number of offenses for the purposes of this division.

Sec. 14-114. Redemption.

(a) Any person desiring to redeem any dog or cat impounded under this division shall be entitled to do so by paying all fees which have accrued due to the impounding of such dog or cat as of the date of redemption and, if such dog or cat has not been licensed, obtaining a dog or cat license for such dog or cat pursuant to the applicable sections of this article.

(b) Any dog or cat not redeemed by his owner within three days after impoundment may be redeemed by any person paying the required fees or released to an animal welfare agency or destroyed in a humane manner.

1. A second or subsequent impoundment of any dog or cat shall subject the person seeking to redeem said dog or cat to the following, in addition to the fee and licensing requirements as set forth above. Said dog or cat shall be spayed and neutered, unless the person seeking to redeem the dog or cat provides proof thereof;

2. Said dog or cat shall be registered and micro-chipped.”

(c) If the health officer determines in consultation with a duly licensed veterinarian that there is or exists an immediate danger of rabies, any dog or cat so endangered or affected may be destroyed after a period of 24 hours of impoundment.

Section II.

EFFECTIVE DATE AND TRANSITION CLAUSE. This amendment shall be in full force and effect from and after its passage and publication as provided by law.

PASSED thus _____ day of _____, 2010.

APPROVED:

ATTEST:

Mayor

Village Clerk

AGENDA BRIEFING

Memorandum

DATE: February 11, 2010

TO: Mayor John Ostenburg
Board of Trustees

FROM: Thomas Fleming Chief of Police

RE: AN ORDINANCE AMENDING CHAPTER 102 OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, REGARDING THE IMPOUNDMENT OF VEHICLES FOR DRIVING ON A SUSPENDED LICENSE

BACKGROUND/DISCUSSION:

The Police Department is asking the Village Board to review a proposed update to the current Village ordinances concerning the impoundment of vehicles. Historically, the Village Police Department implemented a practice of seizing vehicles when used in a criminal act involving weapons, drugs, excessive sound amplifications device and operating a motor vehicle while divers license revoked or suspended. The owner of the vehicle may pay a \$500.00 bond to have his or her vehicle released after which an Administrative Hearing takes place under section 102-14 of the Village Code.

Originally, when the ordinance was amended five years ago, all vehicle seizure amounts were \$500.00, with the exception of operating a motor vehicle while one's drivers license is suspended. At the time, the Illinois Secretary of State would suspend Illinois resident's driver's licenses for non compliance with the Emission Control Act. At the time, the Police Department felt, an emission control suspension was not a criminal act and should be in a separate fine status then a revoked driver. Two years ago, the Illinois Secretary of State's Office stopped suspending driver's licenses for emission control issues. Presently, someone in that position will not be allowed to renew vehicle license plates. However, the Secretary of State does issue suspensions for drivers who violate criminal traffic offenses. That being the case, all seizure amounts should be consistent. These proposed changes have been reviewed and approved by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular Meeting of February 22, 2010 for **FIRST READING**.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 102 OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, REGARDING THE IMPOUNDMENT OF VEHICLES FOR DRIVING ON A SUSPENDED LICENSE

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. Village Code Amended. Chapter 102 ("Traffic and Vehicles"), Article I ("In General"), Section 102-14 ("Impoundment of Vehicles") of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois is amended by adding the underlined language and deleting the overstricken language to read as follows:

Sec. 102-14. Impoundment of vehicles.

(a) The owner of a vehicle used in connection with section 66-71, attempt to solicit drugs; section 66-168, unlawful use of weapons; section 102-15, unlawful drugs in motor vehicle; section 102-16, driving while intoxicated; section 102-17, driving without a ~~drivers~~ driver's license; section 102-18, sound device restrictions; section 102-19, unlawful firearms in a motor vehicle; and section 102-20, attempt to solicit drugs, and any other section of this Code so designated in its content shall be subject to seizure and impoundment and the owner of record shall be assessed an administrative penalty in the amount not to exceed \$750.00, plus towing and storage fees, any other fees deemed applicable and shall have the right to request a hearing in person and in writing at the village police department within ten days, excluding Saturdays, Sundays and legal holidays, after the vehicle is seized and impounded. The penalty for driving on a suspended license pursuant to section 102-17 shall be ~~\$250.00~~ \$500.00, plus towing and storage fees, and other fees deemed applicable. An administrative hearing officer, appointed by the board of trustees of the village, shall review the information relating to the impoundment and determine whether a reasonable belief exists that the vehicle was used in the manner in which the officer reported, unless the vehicle was seized and impounded due to unlawful drugs in the motor vehicle and the police department determines that it must retain custody of the vehicle under applicable state or federal forfeiture law or if the vehicle is being held pending an investigation. After determining that reasonable cause exists to hold the vehicle, the administrative hearing officer shall order the continued impoundment of the vehicle unless the owner of the vehicle pays to the village the amount of the administrative penalty, plus fees for towing and storing the vehicle, and any other fees deemed applicable. If the vehicle is also subject to immobilization for unpaid final determinations of parking and/or compliance violations, the owner of the vehicle must also pay the amounts due for all such outstanding violations prior to the release of the vehicle. If the administrative hearing officer determines that

there is not such reasonable cause, the vehicle shall be returned without penalty or other fees.

* * * *

Section 2. 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 3. Effective Date. This Ordinance shall be take effect from and after its passage and approval and publication as required by law.

PASSED this ____ day of _____ 2010.

APPROVED:

ATTEST:

John A. Ostenburg, Mayor

Sheila McGann, Village Clerk