

## AGENDA

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

Village Hall

7:00 p.m.

February 7, 2011

Roll Call

1. Motor Fuel Tax Maintenance Resolution and Maintenance Cost Estimate for Fiscal Year 2012
2. Resolution for Improvement by Municipality under the Illinois Highway Code for Westwood Drive Culvert
3. Consideration of a Resolution Approving a Contract for Professional Planning Services for the 211<sup>th</sup> Street Metra Station Transit Oriented Development Plan-Implementation Study
4. Resolution Stating Village Support of the Application for Illinois Community Development Block Grant Funding
5. Resolution Documenting that the Village's Application for Illinois Community Development Block Grant Funding will meet an Urgent National Need – Rich East Area Flood Mitigation Project
6. Resolution Documenting that the Village's Application for Illinois Community Development Block Grant Funding will meet an Urgent National Need – Thorn Creek Drive project
7. A Resolution Adopting an Identity Protection Policy

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 2, 2011

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Roderick Ysaguirre – Assistant Village Engineer - DPW

**RE:** Motor Fuel Tax Maintenance Resolution and Maintenance Cost Estimate for Fiscal Year 2012

### **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 Village's maintenance year.

The Village's upcoming maintenance year 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 replacement, pavement marking, pavement patching, as performed by contractors, and engineering costs for materials testing and other services.

The upcoming fiscal year's Maintenance Resolution is in the amount of \$594,337.10.

**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 \$594,337.10 to appropriate Motor Fuel Tax monies for eligible maintenance costs for Fiscal Year 2012.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Rules meeting of February 7, 2011 for your discussion.





Period from 07/01/2011 to 06/30/2012

Section Number 12 - 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 Traffic Signal Maint. w/ IDOT (Under IDOT Maint. Contract)	I	*Western@North St	Yr	0.25	4,416.0	\$1,104.00	
		*Western@Norwood Sq.	Yr	1	4,416.0	\$4,416.00	
		*Western@Main St	Yr	0.33	4,416.0	\$1,457.28	
		*Western@Illinois St	Yr	0.25	4,416.0	\$1,104.00	8,081.28
2. Contractual Traffic Signal Maint.w/Cook Co. (Under Cook Co Maint. Contract)	I	*Sauk Trail@Central Park	Yr	0.125	4,872.0	\$ 609.00	
		*Sauk Trail@Indianwood	Yr	0.5	4,872.0	\$2,436.00	
		*Sauk Trail@Orchard	Yr	0.5	4,872.0	\$2,436.00	
		*Sauk Trail@Shabbona	Yr	0.5	4,872.0	\$2,436.00	
For " * " items, the quantity = percent of cost responsibility		*Sauk Trail@Blackhawk	Yr	0.5	4,872.0	\$2,436.00	10,353.00
3. Contractual Traffic Signal Maint. (Village intersections under Village Maint)	IIA	Orchard@Indiana	Mo	12	107.00	\$1,284.00	
		Orchard@North	Mo	12	107.00	\$1,284.00	
		Orchard@Lakewood	Mo	12	107.00	\$1,284.00	
		Orchad@Main	Mo	12	107.00	\$1,284.00	
		Forest@Lakewood	Mo	12	107.00	\$1,284.00	6,420.00
<b>Total Day Labor Costs</b>						<b>\$6,420.00</b>	
<b>Total Estimated Maintenance Operation Cost</b>							<b>\$24,854.28</b>
Preliminary Engineering							
Engineering Inspection							
Material Testing							
<b>Total Estimated Engineering Cost</b>							
<b>Total Estimated Maintenance Cost</b>							<b>\$24,854.28</b>

Submitted: \_\_\_\_\_ Date \_\_\_\_\_ Approved: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Title \_\_\_\_\_ Regional Engineer

Submit Four (4) Copies to Regional Engineer





Period from 07/01/2011 to 06/30/2012

Section Number 12 - 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. Snow and Ice Control (Day Labor)	IIA	Salt (State Purchase)	T	2400	70.00	\$168,000.00	169,800.00
	I	Liquid Calcium Chloride	Gal	3000	0.60	\$1,800.00	
Plowing only	IIA	(Vehicle #)					
		801	Hr	56	31.71	\$1,775.76	
		802	Hr	79	52.70	\$4,163.30	
		803	Hr	18	55.16	\$ 992.88	
		808	Hr	109	55.16	\$6,012.44	
		809	Hr	22	31.71	\$ 697.62	
		810	Hr	93	55.16	\$5,129.88	
		811	Hr	31	55.16	\$1,709.96	
		822	Hr	88	55.16	\$4,854.08	
		823	Hr	40	52.00	\$2,080.00	
		828	Hr	105	61.22	\$6,428.10	
		831	Hr	40	52.00	\$2,080.00	
		851	Hr	53	31.71	\$1,680.63	
		857	Hr	93	52.70	\$4,901.10	42,505.75
		Salting only		701	Hr	30	18.80
702	Hr			79	39.80	\$3,144.20	
703	Hr			13	42.25	\$ 549.25	
708	Hr			103	42.25	\$4,351.75	
710	Hr			88	42.25	\$3,718.00	
711	Hr			35	42.25	\$1,478.75	
722	Hr			66	42.25	\$2,788.50	
723	Hr			30	39.09	\$1,172.70	
728	Hr			82	48.31	\$3,961.42	
731	Hr			30	39.09	\$1,172.70	
751	Hr			30	18.80	\$ 564.00	
757	Hr	61	39.80	\$2,427.80	25,893.07		
<b>Total Day Labor Costs</b>						<b>\$25,893.07</b>	
<b>Total Estimated Maintenance Operation Cost</b>							<b>\$238,198.82</b>
Preliminary Engineering							
Engineering Inspection							
Material Testing							
<b>Total Estimated Engineering Cost</b>							
<b>Total Estimated Maintenance Cost</b>							<b>\$238,198.82</b>

Submitted: \_\_\_\_\_ Date \_\_\_\_\_ Approved: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Title \_\_\_\_\_ Regional Engineer

Submit Four (4) Copies to Regional Engineer





## **AGENDA BRIEFING**

**DATE:** February 2, 2011

**TO:** Mayor Ostenburg  
Board of Trustees

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

**SUBJECT:** Consideration of a Resolution Approving a Contract for Professional Planning Services for the 211<sup>th</sup> Street Metra Station Transit Oriented Development Plan – Implementation Study

### **BACKGROUND/DISCUSSION:**

In May 2010 the Village was awarded a \$100,000 grant from the Illinois Department of Commerce and Economic Opportunity (ILDCEO) to conduct the implementation studies related to the 211<sup>th</sup> Street Metra Station Transit Oriented Development Plan (“the TOD Plan”). Park Forest is working with the Villages of Matteson and Olympia Fields on this project that will include a tax increment financing feasibility study, a financial analysis and development pro forma based on the Plan, design guidelines for the commercial, residential, and public open space components of the Plan, and design of a zoning district that accommodates a mixed use/transit oriented development. To date, all three Villages have approved resolutions stating their intention to work together to accomplish the goals of the 211<sup>th</sup> Street TOD Plan.

A Request for Proposals to conduct this Implementation Study was issued in September 2010 and seven highly competitive proposals were received from interested consultants. The Steering Committee narrowed the list to four top consultant teams and conducted interviews with these teams in early December. The consultant team of Land Vision, Inc./Baxter & Woodman Consulting Engineers/BBP & Associates, LLC/DLK Civic Design, Inc. was ultimately chosen to conduct this study. The Village of Matteson has submitted a letter of support for this consultant selection (see attached). The Village of Olympia Fields’ letter of support should be available prior to the Board’s final consideration of the attached Resolution and Contract.

The Park Forest Board must approve the consultant contract because Park Forest is the official grantee for the ILDCEO grant. The consultant team estimates that the study will take approximately 10 months to complete. Trustee Bonita Dillard and Plan Commission Vice Chair Doug Price, along with Village Staff, are Park Forest’s representatives on the Steering Committee.

The Village Attorney has reviewed and approved the attached contract.

### **SCHEDULE FOR CONSIDERATION:**

This item will appear on the agenda of the February 7, 2011 Rules Agenda for discussion.

**RESOLUTION**

**A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT FOR  
PROFESSIONAL PLANNING SERVICES FOR THE  
211<sup>TH</sup> STREET METRA STATION TOD – IMPLEMENTATION STUDY**

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

**SECTION 1.** The Contract for Professional Planning Services for the 211<sup>th</sup> Street Metra Station TOD – Implementation Study attached hereto and incorporated herein by reference as Exhibit A is hereby approved, subject to the review and approval of the Village Attorney.

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

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

*PASSED* this \_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED:**

\_\_\_\_\_  
Village Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

**C O N T R A C T**  
**FOR**  
**PROFESSIONAL PLANNING SERVICES**  
**211<sup>TH</sup> STREET METRA STATION TOD –IMPLEMENTATION STUDY**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day \_\_\_\_\_ of 2011, between the Village of Park Forest, Illinois, an Illinois municipal corporation (“OWNER”) and Land Vision, Inc., an Illinois corporation (“CONSULTANT”) for the preparation of the Implementation Study for the 211<sup>th</sup> Street Metra Station (the “PROJECT”).

**WHEREAS**, OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional planning services by CONSULTANT with respect to the PROJECT and the payment for those services by OWNER as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

**PART I: SCOPE OF SERVICES**

In order to achieve the OWNER’s objectives, CONSULTANT will provide the services described herein in four phases: (1) Discovery & Diagnosis; (2) Regulations, Guidelines, and Development Pro-forma; and (3) Implementation Study Report. Phase 1 will identify and diagnose the current regulatory, physical, market, financing, and incentive conditions in the study area. Phase 2 will involve conducting public engagement processes and development of preliminary designs and recommendations. Phase 3 will include preparation of unified documents and recommendations and presentation to the stakeholder municipalities. The tasks to be performed in each Phase are described in detail in Exhibit A, attached hereto and made a part hereof by this reference.

**PART II: SCHEDULE, FEES AND CONDITIONS**

**SECTION 1. PERSONNEL**

- 1.1 PROJECT SUPERVISION.** Mr. Ronald E. Lanz, AICP, will be the Principal-in-Charge and Project Manager for CONSULTANT. Either party may rely on the representation, approvals, and other actions of the project manager of the other party. Either party may designate a new project manager with the express written consent of the other party, which consent shall not be unreasonably withheld.
- 1.2 ADDITIONAL PERSONNEL ASSIGNMENTS.** Representatives from Baxter and Woodman Consulting Engineers, BBP & Associates, LLC, and Civitas Planning & Design, LLC will provide assistance on the PROJECT as sub-consultants (“Sub-Consultants”) and will be responsible for performing one or more of the tasks described in Part I hereof.
- 1.3 ATTENDANCE AT MEETINGS AND WORKSHOPS.** The CONSULTANT will be

represented by the CONSULTANT's Project Manager at all meetings and workshops between the CONSULTANT and OWNER as described in the Scope of Services. The CONSULTANT may bring additional personnel from its Sub-Consultants to such meetings as necessary or required.

- 1.4** SUB-CONSULTANTS. At the time of this Agreement, Land Vision, Inc. has identified Baxter and Woodman Consulting Engineers, BBP & Associates, LLC, and Civitas Planning & Design, LLC as its Sub-Consultants for the completion of specific tasks associated with the PROJECT. In the event Land Vision is requested to provide and/or determines additional sub-consultants are necessary for any part of the PROJECT, CONSULTANT shall inform the OWNER and the OWNER shall have the right to approve any such sub-consultants.

## **SECTION 2. THE OWNER'S RESPONSIBILITIES**

- 2.1** The OWNER shall provide full information regarding requirements for the Project (as described in Part I hereof).
- 2.2** The OWNER shall designate a representative authorized to act on the OWNER's behalf with respect to the PROJECT. The OWNER's authorized representative shall examine the documents submitted by the CONSULTANT and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the CONSULTANT's services to be provided pursuant to this Agreement.
- 2.3** The OWNER shall furnish required information as expeditiously as necessary for the orderly progress of the Project, and CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof.

## **SECTION 3. REIMBURSABLE EXPENSES**

- 3.1** Reimbursable expenses are included in the CONSULTANT's compensation and include actual expenditures made by the CONSULTANT and CONSULTANT's employees and sub-consultants in the interest of the Project for the following expenses.
- A. transportation (mileage, parking, tolls) in connection with travel associated with the Project;
  - B. telephone and facsimile communications;
  - C. photocopying and reproductions;
  - D. postage and handling of documents, including messenger and overnight mail delivery services;
  - E. photography and film developing;
  - F. data and word processing, tabulation services, and photographic (re)production techniques when used in connection with the Scope of Services and not otherwise specifically included in any of the Tasks described in Exhibit A;
  - F. purchase of documents, aerial photographs, data bases, maps and other instruments necessary for developing or completing the Scope of Service;

- H. workshop/charrette supplies;
- I. computer plots, in color or black and white; and
- J. printing, binding, mounting, and laminating draft copies of reports and plans.

#### **SECTION 4. PAYMENTS TO THE CONSULTANT**

- 4.1** Payments on account of the CONSULTANT's services, and for Reimbursable expenses as defined in Section 3, shall be made upon presentation of a statement of services rendered or as otherwise provided in the Agreement. The CONSULTANT will prepare a statement of services rendered upon completion of each task(s) described in Part I, but not more than one statement in any thirty (30) day period.
- 4.2** If the PROJECT is suspended or abandoned in whole or in part for any reason at anytime by the OWNER, the CONSULTANT shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with Reimbursable expenses then due.

#### **SECTION 5. ACCOUNTING RECORDS**

Records of professional fees and expenses pertaining to services performed shall be kept on the basis of generally accepted accounting principles and shall be available to the OWNER or the OWNER's authorized representative upon request.

#### **SECTION 6. TERMINATION OF AGREEMENT**

- 6.1** This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 6.2** This Agreement may be terminated by the OWNER upon at least seven (7) days written notice to the CONSULTANT in the event that the PROJECT is permanently abandoned.
- 6.3** In the event of termination not due to the fault of the CONSULTANT, the CONSULTANT shall be compensated for all services performed to the termination date, together with Reimbursable expenses then due.

#### **SECTION 7. BASIS OF COMPENSATION**

The OWNER shall compensate the CONSULTANT for services provided, in accordance with Section 4 ("Payments to the CONSULTANT") of this Agreement and any other applicable terms as follows:

- 7.1** Compensation for the CONSULTANT's Services, as described in Part I, Scope of Services, shall not exceed \$100,000.00, including reimbursable expenses.
- 7.2** The CONSULTANT's statements of services rendered are due within thirty (30) days of the

invoice date.

- 7.3** If the scope of the PROJECT or of the CONSULTANT's services is changed materially, the amounts of compensation shall be equitably adjusted.

If additional or extra services not described in Part I are provided, such extra services will be performed on an hourly basis at the rates provided in Exhibit B, attached hereto and made a part hereof by this reference, unless otherwise mutually agreed.

## **SECTION 8. TIME FOR PERFORMANCE**

Time is of the essence in the performance of the CONSULTANT's services pursuant to this Agreement. The PROJECT will substantially follow the schedule to be mutually agreed upon in Task 1.1 of Exhibit A, and the parties recognize that there may be deviations from time to time due to difficulties in scheduling meetings, obtaining multiple reviews, or other matters. Both parties will use good faith efforts to expedite the PROJECT. If either party believes that the other party is unreasonably delaying performance under this Agreement, the aggrieved party may give notice to the other party of its failure to timely perform under the Scope of Services, as required by this section. The party receiving the notice shall then have thirty (30) days to provide a remedy; the aggrieved party may, but shall not be obligated to, terminate this Agreement for non-performance. The CONSULTANT will attempt to accommodate the OWNER schedules on all meeting dates. However, on a particular date, a particular individual may not be available. The CONSULTANT may, under those circumstances, give the OWNER the choice of accepting another staff member for the scheduled meeting or changing the meeting date to one mutually available to the OWNER and to the CONSULTANT staff member that the OWNER wishes to have present.

## **SECTION 9. TERMINATION BY OWNER**

The OWNER may terminate this agreement at any time, with or without cause, by giving written notice of termination to the CONSULTANT. In case of such written notice of termination, all work will cease under this Agreement except such work as may be necessary to bring tasks in progress to a reasonable conclusion, to the extent that such work can be accomplished within (30) days; alternatively, the parties may agree on additional work that should be performed prior to the conclusion of work under this Agreement. The CONSULTANT shall then render a final invoice to the OWNER, based on work actually performed, and the OWNER shall pay that invoice in accordance with the payment procedures of this Agreement. There shall be no penalty for termination for the convenience of the OWNER pursuant to this Section.

## **SECTION 10. REMEDIES FOR NON-PAYMENT**

If, at any time, the OWNER fails to pay the CONSULTANT in accordance with the provisions of Section 4 of this Agreement, the CONSULTANT may give the OWNER written notice of breach by non-payment. If the OWNER fails to cure the non-payment within ten (10) days of receipt of such notice, the CONSULTANT may, without further notice, stop work until the OWNER either pays the amount due or notifies the CONSULTANT that the OWNER is disputing the amount due. A simple inquiry about a delayed payment shall not constitute notice under this Section unless notice is

provided in writing as follows, "This is the notice of non-payment required by Section 10 of our Agreement with you," or something substantially similar. If the non-payment of an undisputed amount continues for an additional twenty (20) days, the CONSULTANT may, but shall not be obligated to, terminate this Agreement by service of written notice of termination to the OWNER. Such notice shall be valid if sent by the CONSULTANT at least twenty (20) days after the previous notice and before actual receipt of payment. If a dispute concerning an invoice at any time delays payment on an amount equal to one-half (1/2) or more of the invoice, or ten-percent (10%) or more of the total contract amount, the CONSULTANT may, without penalty, suspend work pending resolution of the dispute.

## **SECTION 11. OWNERSHIP OF WORK PRODUCT**

All documents and materials prepared pursuant to this Agreement (herein referred to as the "Work Product") are the property of the OWNER, upon final payment of the CONSULTANT's final statement, although CONSULTANT may retain physical possession of them for the convenience of the OWNER. The OWNER shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, or other materials prepared under this Agreement.

## **SECTION 12. INSURANCE**

**12.1** The CONSULTANT shall, at the CONSULTANT's expense, secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits. The CONSULTANT shall furnish Certificates of Insurance to the OWNER before starting work or within ten (10) days after notice to proceed, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least B+9, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the OWNER. This following provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail 15 days written notice to the certificate holder named to the left."

**12.2** The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

- (A) **Comprehensive General Liability:**
  - i. Coverage to include Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.
  - ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 2,000,000.00
Personal Injury	\$ 2,000,000.00
  - iii. Cover all claims arising out of the CONSULTANT's operations or premises, anyone directly or indirectly employed by the

CONSULTANT, and the CONSULTANT's indemnification obligations under this Agreement.

- (B) **Professional Liability:**
  - i. Per Claim Aggregate \$1,000,000.00
  - ii. Per Project Aggregate \$1,000,000.00
  - iii. Cover all claims arising out of the CONSULTANT's operations or premises, anyone directly or indirectly employed by the CONSULTANT, and the CONSULTANT's obligations under the indemnification provisions of this Agreement.
  
- (C) **Workmen's Compensation:**
  - i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the PROJECT, and in case work is sublet, the CONSULTANT shall require each subconsultant similarly to provide Workmen's Compensation Insurance.
  
- (D) **Comprehensive Automobile Liability:**
  - i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
  - ii. Limits:
    - Combined Single Limit \$1,000,000.00
  - iii. Any Sub-Consultant providing services pursuant to this Agreement shall also be required to obtain comprehensive automobile liability insurance in the amount set forth herein.
  
- (E) **Umbrella:**
  - i. Limits:
    - Each Occurrence/Aggregate \$ 2,000,000.00
  
- (F) **The Village of Park Forest shall be named as additional independent insured on all insurance policies required herein except Workmen's Compensation and Professional Liability.**

**12.3** The CONSULTANT understands and agrees that, except as to Professional Liability, any insurance protection required by this Agreement or otherwise provided by the CONSULTANT, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the OWNER as herein provided.

### **SECTION 13. INDEMNIFICATION**

**13.1** The CONSULTANT and the OWNER shall indemnify and hold harmless and defend one another, their agents, elected officials, officers, and employees from any and all claims, suits, actions, costs, regulatory fines and fees, including attorney fees, resulting from any negligent act,

error, or omission arising out of the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are directly caused by the other party's negligence or willful misconduct. Except as to professional liability, such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

**13.2** The CONSULTANT shall not be responsible for any delay in the performance or progress of the PROJECT, or liable for any costs or damages sustained by the OWNER resulting from such delay, caused by any errors, omissions and/or negligent acts of the OWNER or its agents, or by changes ordered in the work, or as a result of any federal, state or regulatory authority, or riot or civil commotion, or by any other cause beyond the CONSULTANT's control. In the event of such delay, the CONSULTANT shall proceed with due diligence to alleviate the delay and continue the performance of its obligations under this Agreement.

**13.3** The CONSULTANT shall not be responsible for any damages that may occur as a result of any modifications made to the PROJECT of the CONSULTANT by others without the CONSULTANT's knowledge, or for damages that may occur because of the improper or negligent acts of others.

#### **SECTION 14. AUTHORIZATION TO PROCEED AND EFFECTIVE DATE**

**14.1** Execution of this Agreement by the CONSULTANT and the OWNER constitutes the OWNER's written authorization to CONSULTANT to proceed on the date first above written with the first phase of the work program described in Part I of Exhibit A.

**14.2** As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Clerk for the Village of Park Forest attests the signature of the Village Manager of the Village of Park Forest.

#### **SECTION 15. SUCCESSORS AND ASSIGNS**

The CONSULTANT and the OWNER each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the CONSULTANT nor the OWNER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the CONSULTANT and the OWNER.

#### **SECTION 16. FORCE MAJEURE**

Neither the CONSULTANT nor the OWNER shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

## **SECTION 17. AMENDMENTS AND MODIFICATIONS**

This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the OWNER and the authorized representative of the CONSULTANT.

## **SECTION 18. STANDARD OF CARE**

**18.1** The CONSULTANT shall perform all of the provisions of this Agreement in a manner with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**18.2** The CONSULTANT shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The OWNER's acceptance of any of the CONSULTANT's professional services shall not relieve the CONSULTANT of its responsibility to subsequently correct any such errors or omissions, provided the OWNER notifies the CONSULTANT thereof within one year of completion of the CONSULTANT's services.

**18.3** The CONSULTANT shall respond to the OWNER's notice of any errors and/or omissions within seven (7) days of written confirmation by the CONSULTANT of the OWNER's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the OWNER, or by actual hand delivery of written notice by the OWNER to the CONSULTANT.

## **SECTION 19. SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **SECTION 20. NON-WAIVER OF RIGHTS**

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

## **SECTION 21. ENTIRE AGREEMENT**

This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

## **SECTION 22. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

## **SECTION 23. NOTICE**

23.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the OWNER:

Village Manager  
Village of Park Forest  
350 Victory Drive  
Park Forest, Illinois 60466  
Facsimile: (708) 503-8560

If to the CONSULTANT:

Ronald E. Lanz, AICP  
Principal/Project Manager  
601 W. Randolph Street, Suite 300  
Chicago, Illinois 60661  
Facsimile:

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

23.3. Notice by facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

## **24. BINDING AUTHORITY**

The individuals executing this Agreement on behalf of the CONSULTANT and the OWNER represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement. The OWNER further represents that it has been authorized to execute this Agreement pursuant to a duly adopted resolution.

## **25. HEADINGS AND TITLES**

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

## **26. COUNTERPARTS.**

This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF PARK FOREST**

**LAND VISION, INC.**

\_\_\_\_\_  
By: Thomas K. Mick  
Its: Village Manager

\_\_\_\_\_  
By: Ronald E. Lanz, AICP  
Its: Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

# **211<sup>th</sup> Street Metra Station TOD Implementation Study Scope of Services**

### **Overview**

The Villages of Park Forest, Matteson, and Olympia Fields desire assistance in building upon their collective successes in relation to the 211th Street TOD study area. Specifically, the Villages are interested in:

- developing standardized TOD supportive regulations and procedures;
- envisioning and documenting design guidelines for the Lincoln Highway corridor which will address public and private development projects within the area and provide for a unified streetscape plan;
- evaluating and providing recommendations for the most effective “tool-box” of financial incentives that may be used to facilitate the desired TOD development/redevelopment within the study area; and
- updating the 2006 Market Analysis and conducting a financial analysis and development pro forma analysis for the Preferred Concept Plan.

We will work with Village officials, staff, Steering Committee, and community business and resident stakeholders to develop a project derived from a thorough evaluation of the study area’s physical characteristics and opportunities, in-depth understanding of the existing and desired regulatory environment, and a detailed visioning process with stakeholders while remaining mindful of the unique characteristics that make the 211th Street TOD study area such a strong development opportunity for Park Forest, Matteson, and Olympia Fields.

Our consultant team will work cooperatively with the Steering Committee during the course of this project. Our stakeholder participation based process will involve innovative methods and forums for the discussion and presentation of goals, concerns, ideas, preferences, and priorities in the manner described below. One such method that our team will utilize for 211th Street TOD Plan –Implementation Study assignment is the Planning Workshop. This community driven planning technique creates a collaborative work environment, promotes trust between the citizens and elected officials, and produces an implementable product in a compressed time frame.

We will meet regularly with the Steering Committee and community representatives throughout the planning process to confirm findings, identify desires and plan direction, review project alternatives and recommendations, solicit feedback on community input/comments, development stakeholder consensus, and authorize any final project modifications requested by the client during the planning process.

Our team strongly believes in a community planning process that allows citizens to play an active role in shaping recommendations, regulations, and guidelines that maintain, enhance, or establish a community’s sense of place. We successfully utilize various methods to maximize public and stakeholder input in our planning projects including image preference surveys, planning workshops, focus groups, online surveys, dedicated project websites, social networking websites such as Facebook, and project blogs. In targeted planning projects such as this, we feel that a diverse approach to public participation is critical to the project’s success as it enables the team to reach a maximum number of users within the area.

We will incorporate sustainable development practices into the planning process to identify the manner and methods by which the stakeholder communities can reduce environmental harm, conserve energy,

and promote a quality atmosphere for the employees, patrons/visitors, and residents of the study area. We will identify the opportunities to achieve these goals within the study area, as well as quantify the potential environmental and quality of life gains to stakeholder communities and its businesses, institutions, and residents.

Throughout the planning process, we will provide on-going communication regarding the study's progress. We will prepare a monthly project status report identifying tasks performed, their relation to the agreed upon work schedule, and identify current and possible issues that may result in a delay in approval of the project. We will maintain a website devoted to the project containing information on the initiative, regular project updates, downloadable documents for review, input/comment opportunities for Steering Committee representatives, and monthly project status reports. Our objective is to provide the Steering Committee with a current accounting of the project's status to achieve timely completion and adoption of the assignment.

### **Phase 1: Discovery & Diagnosis**

The objective of Phase 1 is to identify and diagnose the current regulatory, physical, market, financing, and potential financial incentive conditions and management mechanisms at work within the study area. In this phase, the consultant team will evaluate relevant past studies, regulations, and economic development mechanisms used by the respective stakeholder municipalities and their relevance to the study area's future development and redevelopment. These efforts will provide the team with a clear understanding of how the study area may best be positioned to capitalize on changing market and land use conditions as well as provide coordinated growth and development procedures between the three respective stakeholders, transit agencies, and the private sector.

#### **Task 1.1: Project Kick-Off Meeting**

Immediately following contract approval, the consultant team will meet with Steering Committee members to discuss the goals and objectives of the assignment and refine the project timeline and delivery dates for the study. The consultant team will present in detail the anticipated timelines for the various tasks outlined within the scope of services, deliverables for each task, and the sources and availability of background data and information to be reviewed as part of the study.

#### **Deliverable:**

A summary of the results of the Kick-Off Meeting along with a revised project timeline and list of deliverables. The meeting summary, revised timeline, and list of deliverables will be posted on the project website for review by the Steering Committee.

#### **Task 1.2: Public Outreach Plan**

The consultant team will prepare for discussion with the Steering Committee a Public Outreach Plan for the project. The plan will identify additional community stakeholders (e.g. private landowners) to target for participation in the process, methods for advertising or calling attention to the effort, and techniques for optimizing public participation. The Public Outreach Plan may include distribution of posters at key locations, post cards, newsletter articles, invitations to key stakeholders, local press, local cable television (where available), blogs, and community meetings, to name a few options. As mentioned previously, the consultant team will maintain an interactive website devoted to the project containing regular project updates and downloadable documents for review and comment by citizens.

The consultant team will assist the Steering Committee in preparation (e.g. content & graphic design) of mutually agreed upon materials in relation to the identified public outreach efforts. The Steering Committee shall be responsible for production/printing and distribution of any of the mutually agreed upon materials.

Based on our team's combined experience with initiatives similar in scope and scale to the 211th Street TOD Plan –Implementation Study project, the consultant team has identified potential public outreach tasks and methods for specific phases of the project. These efforts may be modified as appropriate based on further discussions with the Steering Committee.

**Deliverable:**

A draft Public Outreach Plan to identify methods for on-going community-wide stakeholder participation and dissemination of the findings and recommendations. The draft Public Outreach Plan will be posted on the project website for review by the Steering Committee.

**Task 1.3: Background Data Review**

The consultant team will review various documents, plans, codes, ordinances, and supporting materials which may influence the recommendations of the study. We will review municipal ordinances impacting public and private design and development in the study area from each of the stakeholder communities. This shall include but not be limited to:

- 211th Street TOD Plan
- Zoning Code and Zoning Map
- Subdivision Ordinance
- Capital Improvement Plan
- Metra's 211th Street Station Platform Improvement Plan
- TOD Typology Framework Plan (as prepared for South Suburban Mayors & Managers Association)
- Market Evaluations
- Parking Studies
- Return on Investment Models
- Case Studies/Model Ordinances
- Any supporting landscape, signage, and development design guidelines and ordinances

In addition to the review of background information the consultant team will also conduct interviews with up to a total of 15 interview sessions with representatives of Park Forest, Matteson, Olympia Fields, IDOT, RTA, Metra, Pace, South Suburban Mass Transit District, key property owners, realtors, developers, institutions, and organizations, and others as appropriate to fully understand the issues, desires, and opportunities that exist within the study area. The interview sessions will be conducted over a period of 2 days. Each interview session will be scheduled in advance for an approximately 45 minute time slot. The interviews will be conducted on-site at the Village of Park Forest or other mutually agreed upon site within the stakeholder municipalities.

**Deliverable:**

A summary memorandum of the documents and information reviewed as well as stakeholder interviews conducted. This may include outlines, tables, and charts as appropriate to reflect the findings and input collected during the process. The documents and information reviewed will be summarized and included as part of a compiled Phase 1 existing conditions report. The Phase 1 summary report will be posted on the project website for download and review by the Steering Committee following the completion of all Phase 1 tasks.

**Task 1.4: Existing Conditions Base Mapping**

The client shall be responsible for providing to the consultant team accurate parcel, right-of-way, utility, and infrastructure (public and private) maps depicting the below grade, at-grade, and above grade

physical conditions within the study area. The consultant team will review, verify, and where necessary update the maps via visual inspection. The existing conditions data will be used in conjunction with the evaluation and development of the streetscape plan and corridor design guidelines. The existing conditions data will be provided to the client for incorporation where deemed appropriate into the community's GIS system.

**Deliverable:**

A base map depicting the existing physical conditions of the study area, in AutoCAD format which is consistent with each Village's in-house mapping capabilities.

**Task 1.5: Study Area Visual Assessment**

The consultants will conduct a tour to develop a visual assessment of the 211th Street TOD study area. The objective of this task is to determine the context in which the study area lies in relation to each of the stakeholder communities and Lincoln Highway (US 30). To this end, the consultants will identify defining characteristics, problem areas, limitations and opportunities. This task will involve a visual survey of existing and proposed developments in the study area concentrating on building massing, composition, orientation, ancillary structures, parking, vehicular and pedestrian access/circulation, landscape treatments, and the variety of acceptable and unacceptable site land use and development standards. The consultants will photograph and capture the diversity of existing conditions. The survey will provide visual references for typical land use and building typologies, transportation/transit facilities, and other streetscape characteristics during preparation of the corridor design guidelines.

**Deliverable:**

A visual assessment book documenting various land use and building typologies, transportation/transit facilities, streetscape and urban design, and other development characteristics in the study area. The visual assessment findings will be included as part of a compiled Phase 1 existing conditions report. The Phase 1 summary report will be posted on the project website for download and review by the Steering Committee following the completion of all Phase 1 tasks.

**Task 1.6: TOD Supportive Development Regulations Review**

Building upon the preliminary review conducted during Task 1.3, the consultant team will prepare a detailed evaluation of the stakeholder communities' TOD supportive development regulations. This will include but shall not be limited to zoning ordinances, subdivision codes, building codes, and any ancillary regulations such as parking, signage and landscape. This evaluation will focus on identifying the ability or lack thereof of existing regulations to effectively and efficiently implement transit-oriented/supportive development within the study area. This will also include evaluating the consistency of the development review and approval process between each of the three stakeholder communities.

In conjunction with reviewing TOD supportive development regulations, the team will identify and conduct two case studies of municipalities with successful TOD supportive regulations. These case studies will be selected from municipalities that are similar in characteristics such as population, traffic volume, and land use mix. The team will work cooperatively with the Village's to select the appropriate case study communities. These case studies will be used to clearly define best practices and approval processes which may be applicable for incorporation into the Park Forest, Matteson, and Olympia Fields regulatory documents.

The findings and input collected during this evaluation will serve as the basis for the TOD regulation recommendations to be prepared under Task 2.3 of the study process.

**Deliverable:**

A summary of the existing (or lack thereof) TOD supportive development regulations and procedures currently utilized by each of the stakeholder communities as well as the findings and best practices identified in conjunction with the case study analyses . The TOD supportive development regulations review will be included as part of a compiled Phase 1 existing conditions report. The Phase 1 summary report will be posted on the project website for download and review by the Steering Committee following the completion of all Phase 1 tasks.

**Task 1.7: Marketing Program Assessment**

The consultant team will review the current economic development and marketing efforts of the stakeholder communities to understand successes and failures of past initiatives. The assessment will include a discussion of best practices in economic development based on the consultant team’s national experience and a review of the strategies employed by up to three (3) locally competitive communities. This assessment will identify strategy recommendations to be identified in Phase 2. The team will work with the client to identify locally competitive “case study” communities for comparison purposes.

**Deliverable:**

A summary of the economic development and marketing strategies of the stakeholder communities as well the findings from the review of economic development strategies employed by the locally competitive communities. The Marketing Program Assessment will be included as part of a compiled Phase 1 existing conditions report. The Phase 1 summary report will be posted on the project website for download and review by the Steering Committee following the completion of all Phase 1 tasks.

**Task 1.8: Market Analysis Update and Financial Incentives Evaluation**

The consultant will review the 2006 Market Analysis created as part of the original 211th Street TOD Plan. Based on the existing and foreseeable market conditions, we will analyze the report and provide targeted updates to the document. In addition, the consultant team will conduct a review of potential financial incentives that may be utilized by the municipalities to attract and/or retain development. This will include an examination and update of market valuations conducted for the study area and immediate vicinity to verify market potential and key financial parameters. Preliminary order of magnitude financial pro-forma and residual land value analysis will also be conducted. This information will be compared with earlier evaluations of public and private development costs to identify the potential level of any required public sector investments necessary to achieve the desired goals and objectives of the project. Existing incentive packages including, but not limited to land-use regulations, parking requirements and rates, will be examined relative to estimated current or “desired” site values. Preliminary analysis of potential tax increment financing, land write-downs, shared parking, density bonuses, and potential FTA/HUD/EPA grants will be evaluated to establish a matrix of potential financing and development incentives. These incentives will be evaluated with regard to such factors as: ease of implementation, level of funds generated, sustainability of funds, equity of benefits and costs, and political acceptability.

**Deliverable:**

A targeted update of the Market Analysis along with a financial incentive memorandum including a matrix trade-off of valuation of potential tools will be prepared. The Market Analysis and Financial Incentives Evaluation will be included as part of a compiled Phase 1 existing conditions report. The Phase 1 summary report will be posted on the project website for download and review by the Steering Committee following the completion of all Phase 1 tasks.

**Task 1.9: Project Review Meeting**

The consultant team will conduct a meeting with Steering Committee representatives to present for review, discussion, and consensus the findings from each of the respective analyses of Phase 1. Based on the input collected during the meeting, the team will prepare and incorporate any appropriate revision to the findings. To ensure efficiency and accuracy in regards to the existing conditions assessment, the consultant team shall not initiate Phase 2 of the planning process until the Steering Committee is in consensus with the findings from Phase 1.

**Deliverable:**

Preparation of any necessary revisions to the assessments prepared as part of Phase 1. The mutually agreed upon revisions to the compiled Phase 1 summary report will be posted on the project website for download and review by the Steering Committee.

**Phase 2: Regulations, Guidelines, and Development Pro-Forma**

It is especially important that the community input process be tailored to the needs and operational style of the stakeholder communities. The development of TOD regulations, corridor design guidelines, and a feasible development pro-forma requires meaningful community participation to reach consensus on the implementation of the development direction advocated within the previously prepared TOD Plan. To do so, a workshop for study area stakeholders is included to provide participants hands-on involvement in determining proposed recommendations and implementation initiatives. This technique will provide clarity and transparency in relation to the development objectives and thereby establish enthusiasm and support for its on-going successful execution.

**Task 2.1: Planning Workshop (Public Meeting #1)**

The consultant team will facilitate a hands-on Planning Workshop to present for review and consensus its findings from the various Phase 1 analyses. This will also begin to define the community's vision and desires in relation to the streetscape plan and design guidelines as well as transportation and/or parking demand management for the Lincoln Highway corridor and interconnecting roadways.

The consultant team is an experienced practitioner of the Planning Workshop and Image Preference Survey (IPS) as a means to help community stakeholders articulate their likes and dislikes in terms of development and streetscape styles, amenities, and community character. The IPS will consist of images of various development patterns, building types, transportation/transit typologies, infrastructure improvements, landscaping, streetscape and urban design elements, and signage/wayfinding including examples built under the current codes. Additional images will be added to the survey from our extensive image library of streetscape and structural improvements throughout metropolitan Chicago and across the country.

Based on the input received from the IPS, the consultant team will work with the participants to capture the vision and ideas for the corridor by working to generate conceptual streetscape plans and perspective renderings for the area which will identify, at a minimum, development scenarios, landscape and streetscape characteristics, pedestrian scaled lighting, medians, and primary and secondary gateway signage. Design guidelines for commercial and residential construction, shared parking opportunities including building siting and orientation, materials and façade articulation, height, bulk and massing, sustainability, green building practices, parking lots/structures, and public open spaces will also be addressed.

The Planning Workshop is an excellent mechanism to build enthusiasm and energy for the unified streetscape plan and corridor design guidelines and, at the same time, capitalize on the inherent knowledge and creativity of the community. This process guarantees that the final product represents what the community may become if a long term commitment to the shared vision is implemented.

**Deliverable:**

A summary report detailing the input collected during the Workshop and IPS process. The stakeholder prepared streetscape concept alternatives and guidelines shall be used as the basis for preparation of the final corridor plan and guidelines. The input collected from the workshop participants will be summarized and posted on the project website for download and review by the Steering Committee.

**Task 2.2: Project Review Meeting**

The consultant team will present the results of the Workshop and IPS process to the Steering Committee. The team will work collaboratively with the Steering Committee to identify a consensus plan for streetscape improvements and guidelines which will serve as the foundation for detailed sustainability and green-building oriented recommendations to be included within the final plan.

**Deliverable:**

Preparation of the consensus plan for streetscape and development guidelines to be included in the final plan. The consensus plan and development guidelines recommendations will be compiled and included into the unified plan report at the end of Phase 2.

**Task 2.3: TOD Development Regulations**

Utilizing the results of the Phase 1 evaluations and Phase 2 Workshop input, the consultant team will prepare a set of TOD supportive zoning regulations and procedures which may be used as a template for zoning ordinance amendments within each stakeholder community. The TOD Zoning template will address the geographic boundaries (e.g. “transit zone”) for which the regulations may apply as well as specific permitted and conditional uses, bulk regulations including sustainability and green building initiatives, and administrative procedures. In conjunction with the recommended TOD regulation revisions, the consultant will explore with the client the appropriateness of utilizing “form-based” regulations and review process for development/redevelopment within the study area.

While it is recognized that the stakeholder communities desire to achieve a standardized regulatory and permitting environment for the area, the team will work where necessary to tailor regulations and procedures to the unique requirements of the individual communities (e.g. planned unit development, overlay zoning district, or mixed-use zoning district). The recommended TOD regulations and procedures will be closely coordinated with the development of the corridor design guidelines. This will ensure continuity between the vision for the corridor and its applicable development/redevelopment regulations.

The recommended regulations and procedures will be presented in both text and illustrative formats to all for ease of understanding and use by Village officials, staff, developers, property/business owners, and local residents.

**Deliverable:**

Preparation of a set of TOD supportive zoning regulations and procedures which may be used as a template for zoning ordinance amendments within each stakeholder community. The TOD regulation recommendations will be compiled and posted on the project website for download and review by the Steering Committee as a unified plan report at the end of Phase 2.

**Task 2.4: Design Guidelines & Streetscape Plan**

Utilizing the results of the Phase 1 evaluations and Phase 2 Tasks 2.1, 2.2 and 2.3, a unified streetscape plan for the 211th Street Station Area will be developed that will include preliminary locations for parkways with street trees and hedges, pedestrian-scaled lighting, landscaped medians, streetscape amenities, bus shelters, viaduct underpass improvements, crosswalks, traffic signal installation and improvements and gateway and way-finding signage.

The corridor design guidelines will incorporate elements from existing Park Forest, Olympia Fields, and Matteson guidelines as well as the recognized principles outlined within LEED-ND and other sustainability/green initiatives. They will reflect the vision and character of the three communities in a set of implementable concepts which will promote connectivity, ease of access, and the use of public transit. These corridor and streetscape guidelines will focus on general and specific development concepts that are not already included in other guidelines available for use by the communities. These may include, for example, branding and communications elements that help convey a transit-friendly environment.

The design guidelines will address mixed-use and single use commercial and residential development parameters, including building siting, orientation, materials, details and articulation, height and architectural massing, lighting and signage as well as site pedestrian / cyclist access, lighting, signage, landscaping, public open space, and surface / structured parking. Transit Station Improvement Guidelines for station improvements, including interior/exterior walls, lighting, seating, public toilets and other customer amenities intended to make the transit experience comfortable, convenient and safe will be coordinated with METRA, incorporating Metra's planned 211th Street Station site and platform improvements.

Pedestrian and bicycle access options will be analyzed and incorporated into the plan following the IDOT Complete Streets Analysis procedure in their Bureau of Design and Environment Manual. The proposed pedestrian and bicycle accommodations will link the residential areas in Olympia Fields, Matteson, and Park Forest with existing transit and recreational facilities and the proposed commercial uses.

Cost estimates for the proposed improvements will be developed and available grant sources to fund the various project elements will be identified. Proposed improvement to the US 30 corridor will be coordinated with the Illinois Department of Transportation to gain conceptual approval of the plan and expedite future implementation of the selected streetscape and pedestrian/ bicycle amenities.

**Deliverable:**

A unified streetscape plan will be prepared including conceptual locations of and design guidelines for proposed street lighting, landscaping, and amenities. In addition, design guidelines for station improvements and budget level-cost estimates for these items will be provided to the communities. Guidelines for the incorporation of Stormwater Best Management Practices and sustainable building practices will be provided for recommended incorporation into development ordinances. The Design Guidelines and Streetscape Plan will be compiled and posted on the project website for download and review by the Steering Committee as a unified plan report at the end of Phase 2.

**Task 2.5: Development Pro-Forma and Fiscal Impact Analysis**

Based upon the review of the prior data in the formulation of development program options, supporting zoning regulations, design guidelines, and streetscape plans, the consultant team will prepare a series of private sector pro-forma analyses. This will include market testing via utilization of the return on investment model or similar mutually agreed-upon approach to test the private sector financial viability of the individual parcels, over time, based on alternative development assumptions and potential public sector incentives. Particular focus will be on creating a mixed-use, synergistic transit-oriented development that will achieve the identified goals and objectives of the stakeholders. It is assumed that

maximum utilization of transit demand management, parking demand management, shared parking and the like will be utilized to facilitate achieving of local established goals and objectives while assuring a financially viable project at the minimum public sector investment costs.

Appropriate sensitivity analysis will be conducted to test alternative development assumptions and public sector incentives. A detailed economic and fiscal impact evaluation will be prepared to test the direct and indirect jobs, payrolls, retail sales, and tax revenues generated in relation to the timing and costs of any public sector incentives. The team will work with the client to select the appropriate economic/fiscal impact model (CMAP's or BBP's) that measures direct and indirect impacts of transit related development projects. Both models will allow for the client to conduct updates to the financial analysis overtime. Other key factors examined will include reduced parking requirements, induced transit ridership, provision of public sector amenities, potential livability /sustainability grants, transportation capital, and operating cost sharing. Potential land write-downs, credit enhancement, shared parking, tax increment financing, benefit assessment district, business improvement District, transportation enhancement district and the like will also be examined. Potential shared funding and or cross collateral of special districts will be examined. A financial and funding plan will be prepared including identification of the risks and rewards inherent in any approach or combination of approaches.

**Deliverable:**

A memorandum along with supporting tables and data will be prepared. This will include a series of pro-forma financial analyses and economic and fiscal impact evaluations that may be updated over time as needed. Recommendations will be prepared along with an identification of potential risks and rewards. The Pro-Forma and Fiscal Impact Analysis will be compiled and posted on the project website for download and review by the Steering Committee as a unified plan report at the end of Phase 2.

**Task 2.6: Project Review Meeting**

The consultant team will present the draft TOD regulation recommendations, design guidelines, streetscape plan, and development pro-forma to the Steering Committee for review and consideration. Based on the input received during the meeting, the team will make any necessary revisions to the draft recommendations prior to presentation at the community planning workshop.

**Deliverable:**

Presentation of the draft TOD regulation recommendations, design guidelines, streetscape plan, and development pro-forma to the Steering Committee for review and comment.

**Task 2.7: Planning Workshop (Public Meeting #2)**

The consultant team will facilitate a Planning Workshop to present for review and consensus the recommendations of the draft TOD regulations, design guidelines and streetscape plan, and development pro-forma. Meeting participants will be provided an overview of the preparation and merits of the respective components and asked to provide input on how they meet the identified goals and objectives of the initiative. The information collected during the meeting will be used to make any appropriate revisions to the draft TOD regulation recommendations, design guidelines, streetscape plan, and development pro-forma.

**Deliverable:**

Preparation and facilitation of a PowerPoint presentation detailing the merits of the draft TOD regulation recommendations, design guidelines, streetscape plan, and development pro-forma.

**Phase 3: Preparation of the 211th Street TOD- Implementation Study Report**

Phase 3 consists of three tasks – 1) Preparing the compiled study report; 2) Project review meetings with the client; and 3) Presentations to the Village Boards. This phase ties together the significant number of initiatives undertaken during the planning process and unifies them into a cohesive and focused roadmap for turning the recommendations into reality.

### **Task 3.1: 211th Street TOD Implementation Study Report**

The consultant team will combine the previously prepared findings, input, recommendations, and supporting maps, graphics, and illustrations with inter-jurisdictional implementation priorities for adoption of the identified recommendations into a unified 211th Street TOD –Implementation Study Report. It shall clearly document the study’s development process from the preliminary analyses, through the active stakeholder participation, to the development of the regulatory, design guidelines, and financial incentive/pro-forma recommendations and implementation strategies.

In conjunction with the Study Report, the team will also prepare a summary white paper of the plan and funding needs for the project which may be used by the Village for funding solicitation purposes. The white paper will be prepared following approval of the final Study Report.

#### **Deliverable:**

Twenty-five copies of a compiled study report along with all supporting documentation, maps, graphics, and imagery. The Implementation Study Report will be compiled and posted on the project web site for download and review by the Steering Committee. Following approval of the Study Report a summary white paper of the Report and funding needs will be prepared and delivered to the client for marketing and funding solicitation purposes.

### **Task 3.2: Project Review Meeting**

The consultant team will conduct a meeting with the Steering Committee to present for review, discussion, and consensus the compiled 211th Street TOD - Implementation Study Report.

#### **Deliverable:**

Facilitation of a meeting with the Steering Committee to review and approve the Study Report.

### **Task 3.3: Presentation to Stakeholder Communities**

The team will facilitate a PowerPoint presentation of the 211th Street TOD Study Report before a joint meeting of representatives from the stakeholder communities (Park Forest, Matteson, Olympia Fields) as well as State and Federal elected officials, IDOT, RTA, Pace, Metra, and others. The consultant team will work cooperatively with the client to identify and solicit attendance and participation from those key agencies, groups, and individuals at the final presentation meeting.

#### **Deliverable:**

A PowerPoint presentation of the 211th Street TOD –Implementation Study report to a joint meeting of the representatives from the stakeholder communities (Park Forest, Matteson, Olympia Fields) as well as State and Federal elected officials, IDOT, RTA, Pace, Metra, and others.

## **Project Timeline**

The consultant team recognizes that the involved Villages would like to complete this project in an expeditious manner. We shall use all reasonable means to attempt to complete the assignment as detailed below. This timeline is not intended to be final, but should be viewed as a starting point for more meaningful discussions about the sequence of events and anticipated milestone dates.

We estimate that this assignment, as detailed, will take approximately ten (10) months to complete from the date of inception.

Project Timeline: March 2011 – December 2011

## Budget

Task	Task Cost
Phase 1: Discovery/Diagnosis	\$ 35,625.00
Phase 2: Regulations, Guidelines & Pro-Forma	\$ 50,780.00
Phase 3: Study Plan, Report, & Presentation	\$ 13,595.00
Total Budget	\$ 100,000.00



**COPY**

**Municipal Center**

4900 Village Commons  
Matteson, IL 60443  
708-283-4900  
Fax: 708-748-5196  
www.villageofmatteson.org

**Administration**

*Village Administrator*  
708-283-4911  
*Office of the Village Clerk*  
708-283-4950  
*Economic Development*  
708-283-4940

**Community Development**

*Building Services*  
708-481-8313  
Fax: 708-748-2326  
*Community Affairs*  
708-283-4777  
*Housing Information Ctr*  
708-503-3100  
*Planning*  
708-283-4940

**Finance**

708-283-4900  
*Water Billing Services*  
708-283-4790

**Fire Department**

3445 211th Street  
708-748-5129  
Fax: 708-283-6606  
*Fire Prevention Bureau*  
708-283-4939  
Fax: 708-748-2326

**Human Resources**

708-283-4949

**Police Department**

20500 South Cicero Ave.  
*Administrative Division*  
708-748-4085  
Fax: 708-748-7364  
*Non-Emergency*  
708-748-1564

**Public Works**

21146 Tower Ave.  
708-748-1411  
Fax: 708-503-3120  
*Engineering*  
708-283-4948  
*Parks Maintenance*  
708-720-1876

**Recreational Services**

4450 W. Oakwood Lane  
708-748-1080  
Fax: 708-748-1423

January 7, 2011

Mayor Ostenburg & Board of Trustees  
Village of Park Forest  
350 Victory Drive  
Park Forest, IL 60466

**Re: Consultant Selection for 211<sup>th</sup> TOD Implementation Study**

Mayor Ostenburg & Board of Trustees:

By this, the Matteson Village President and Board of Trustees, expresses their support for the Land Vision Consultant Team, including Baxter Woodman Consulting Engineers, BBP & Associates, LLC and DLK Civic Design as the chosen consultant to complete the additional planning and implementation studies for the 211<sup>th</sup> Street TOD Plan approved in 2007.

The Village of Matteson looks forward to this seeing this project move forward as it will be a beneficial opportunity for all of us.

Sincerely,

Brian D. Mitchell  
Village Administrator

PC: Village President & Board of Trustees

## **AGENDA BRIEFING**

**DATE:** February 2, 2011

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Roderick Ysaguirre – Assistant Village Engineer - DPW

**RE:** Resolution for Improvement by Municipality Under the Illinois Highway Code for Westwood Dr. Culvert

### **BACKGROUND/DISCUSSION:**

The Illinois Department of Transportation requires that every municipality submit a **Resolution for Improvement by Municipality Under the Illinois Highway Code**, BLR 09111 form, to appropriate Motor Fuel Tax Funds (MFT) for improvement projects.

In 2008, Public Works completed the replacement of the twin culvert under Westwood Drive. If you recall, the area in particular is adjacent to Garden House and Lain Funeral Home. Public Works handled the construction engineering for this project and was therefore responsible for all project close-out forms and related paperwork. During a recent MFT audit by the Illinois Department of Transportation, the Resolution for Improvement was not on file.

Attached is an audit results letter provided by IDOT requesting this Resolution for Improvement form for this project. Public Works needs to complete and submit this form to complete the project audit requirements and have a complete project file.

**RECOMMENDATION:** Pass the Resolution for Improvement by Municipality Under the Illinois Highway Code, BLR form 09111, which notifies IDOT that the Village of Park Forest would like to appropriate \$50,000 dollars from the Village's unobligated MFT funds for this project.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Rules meeting of February 7, 2011 for your discussion.



BE IT RESOLVED, by the Mayor and Board of Trustees of the  
Village of Park Forest Illinois  
City, Town or Village  
Council or President and Board of Trustees

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

Name of Thoroughfare	Route	From	To
Westwood Dr. Culvert		South ROW Easement	North ROW Easement

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Twin corrugated metal pipe culvert removal and replacement  
with storm sewers, class A, type 1, HMA pavement patching, necessary restoration, and traffic control.

and shall be constructed NA wide  
and be designated as Section 07-00092-00-DR

2. That there is hereby appropriated the (additional  Yes  No) sum of Fifty thousand  
Dollars ( \$50,000.00 ) for the  
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

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

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

<p>Approved</p> <hr/> <p>Date</p> <hr/> <p>Department of Transportation</p> <hr/> <p>Regional Engineer</p>	<p>I, <u>Shela McGann</u> Clerk in and for the <u>Village</u> of <u>Park Forest</u> <small>City, Town or Village</small> County of <u>Cook and Will</u> , hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the <u>Mayor and Board of Trustees</u> <small>Council or President and Board of Trustees</small> at a meeting on _____ <small>Date</small> IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ (SEAL) _____ <small>City, Town, or Village Clerk</small></p>
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## Village of Park Forest MFT Audit and MFT Project Review (01/28/11)

### Section 04-00088-00-LT

O/NF

- Please be advised our records indicate this section number is still open. A **Final Report (BLR 13510)** will be required once the project is closed.

✚ Lighting – Western Ave, Illinois to Steger

### Section 07-00092-00-DR

O/A/F a 2

- In order to balance with the Audit Report the Village is required to submit the following forms:

- **(BLR 09111) Resolution for Improvement** in the amount of \$ 50,000.00\*\*  
– 4 originals required

\*\* (Resolution amount should be adjusted for any MFT funds disbursed for this section number after the 2009 audit.)

- **Material's Certification Letter** (Formal request and sample letter attached)  
– 1 copy required
- **(BLR 09150) Request for Expenditure/Authorization of Motor Fuel Tax Funds** - 1 copy required

**OR**

- A reimbursement in the amount of \$ 50,000.00 should be made by the Village to the Village's MFT account with written notification sent to LR&S when the reimbursement is complete.

### Agency Authorizations (AA)

The following disbursements were not able to be identified by the auditor to an approved MFT project. We are requesting the Village reference their MFT Fund Ledger and/or Account Book to identify these expenditures to an approved MFT section number.

### Section 08-00000-01-AA (\$ 513,532.35)

Date of Disbursement	Disbursement Notes	Total Disbursement Amount	Assign to MFT Section No.(s)
04/04/2008	Treasurer, State of IL (Western Ave Improvement Payment #1)	\$ 171,177.45	
03/05/2009	Treasurer, State of IL (Western Ave Improvement Payment #2)	\$ 171,177.45	
09/15/2009	Accrue IDOT Schedule Payment #3	\$ 171,177.45	

## **AGENDA BRIEFING**

**TO:** Mayor and Board of Trustees

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

**DATE:** January 31, 2011

**RE:** Resolution Stating Village Support of the Application for Illinois Community Development Block Grant Funding

### **BACKGROUND/DISCUSSION:**

The Departments of Public Works and Recreation and Parks have applied for funding from the Illinois CDBG IKE-Disaster Recovery Program. This fund was established to address a variety of local community needs in the post-flood revitalization efforts that followed the floods of 2008. The grants that are the subject of this Resolution are specifically part of the Public Infrastructure element of the CDBG-IKE Grant. Because the Village of Park Forest experienced flooding during 2008, in particular during the September 2008 floods, our community is eligible for this grant.

Staff has prepared two grant applications for this program. The first is a request for \$726,734 to address flooding on the south end of Thorn Creek Drive in Thorn Creek Estates. This flooding is caused by the accumulation of brushwood and other debris from the Will County Forest Preserve getting caught in the sharps curves of the drainageway through this neighborhood. The grant will allow for engineering and construction of a brushwood collection and overflow facility to collect brushwood, sediments, and water flowing from the forest preserve and slowly release the water back towards Thorn Creek. The second request is for \$213,000 to clean out and restore the wetland behind Orchard Park Plaza, to clean out a drainage ditch from the new wetland parcel to the existing 50 acre Central Park Wetland, to dredge the drainage lagoon on the high school property to increase the storm water storage capacity of this part of the infrastructure, and to construct a trail from the high school, through the wetland area, to the downtown area and adjacent residential neighborhoods.

The attached Resolution is a required element of the application to the State of Illinois, and it simply states the Village Board's support for the applications.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the agenda of the Rules meeting of February 7, 2011.

**RESOLUTION NO.**

**A RESOLUTION OF THE VILLAGE OF PARK FOREST STATING ITS  
SUPPORT FOR THE APPLICATION FOR ILLINOIS COMMUNITY DEVELOPMENT  
BLOCK GRANT FUNDING**

**WHEREAS**, the Village of Park Forest, Cook and Will Counties, Illinois (“Village”) is applying to the State of Illinois for two CDBG Disaster Recovery program grants; and

**WHEREAS**, the grants will allow for the engineering and construction of a Thorn Creek Drive Brushwood Collection and Overflow Facility and for engineering and construction of a Rich East Area Flood Mitigation Project; and

**WHEREAS**, it is necessary that an application be made and agreements entered into with the State of Illinois.

**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:** That the Village of Park Forest shall apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.

**Section 3:** The Village Manager is directed and authorized to execute such documents and all other documents necessary for the carrying out of said application and the Village Clerk is directed and authorized to attest the signature of the Village Manager.

**Section 4:** That the Village Manager is also authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

**Passed and Approved** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **AGENDA BRIEFING**

**TO:** Mayor and Board of Trustees

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

**DATE:** January 31, 2011

**RE:** Resolution Documenting that the Village's Application for Illinois Community Development Block Grant Funding will meet an Urgent National Need – Rich East Area Flood Mitigation project

### **BACKGROUND/DISCUSSION:**

The Department of Recreation and Parks has applied for funding from the Illinois CDBG IKE-Disaster Recovery Program. This fund was established to address a variety of local community needs in the post-flood revitalization efforts that followed the floods of 2008. The grant that is the subject of this Resolution is specifically part of the Public Infrastructure element of the CDBG-IKE Grant. Because the Village of Park Forest experienced flooding during 2008, in particular during the September 2008 floods, our community is eligible for this grant.

All projects supported by CDBG funds must meet one of the required national objectives, including 1) principally benefitting low and moderate income persons, 2) aiding in the elimination of slums or blight, or 3) meeting community development needs having a particular urgency because of a serious and immediate threat to the health or welfare of the community. The Rich East Area Flood Mitigation project qualifies as meeting an urgent need, therefore, the attached Resolution must be approved by the Village Board.

The grant application is for \$213,000 to clean out and restore the wetland behind Orchard Park Plaza, to clean out a drainage ditch from the new wetland parcel to the existing 50 acre Central Park Wetland, to dredge the drainage lagoon on the high school property to increase the storm water storage capacity of this part of the infrastructure, and to construct a trail from the high school, through the wetland area, to the downtown area and adjacent residential neighborhoods.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the agenda of the Rules meeting of February 7, 2011.

**RESOLUTION NO.**

**A RESOLUTION OF THE VILLAGE OF PARK FOREST DOCUMENTING THAT ITS APPLICATION FOR ILLINOIS COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING WILL MEET AN URGENT NATIONAL NEED**

**WHEREAS**, the Village of Park Forest, Cook and Will Counties, Illinois (“Village”) is applying to the State of Illinois for a CDBG Disaster Recovery Public Infrastructure grant; and

**WHEREAS**, for a project to be eligible for funding it must meet one of the national objectives under the CDBG Program; and

**WHEREAS**, it has been determined that a serious and immediate threat to the health, safety, or welfare of the community exists; and

**WHEREAS**, the threat was exacerbated by the disasters of 2008 and so is considered to be of recent origin; and

**WHEREAS**, the Village of Park Forest is unable to finance the activity on its own; and

**WHEREAS**, no other sources of funding are available to carry out the activity in the time frame required.

**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:** That the Village of Park Forest does hereby confirm that the Wetland Construction and Storm Water Management – Rich East Area project in the application for CDBG disaster recovery funding under the Public Infrastructure Program meets the national objective under the CDBG Program of meeting a community development need having a particular urgency.

**Section 2:** The Village Manager is directed and authorized to execute such documents and all other documents necessary for the carrying out of said application and the Village Clerk is directed and authorized to attest the signature of the Village Manager.

**Passed and Approved** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **AGENDA BRIEFING**

**TO:** Mayor and Board of Trustees

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

**DATE:** January 31, 2011

**RE:** Resolution Documenting that the Village's Application for Illinois Community Development Block Grant Funding will meet an Urgent National Need – Thorn Creek Drive project

### **BACKGROUND/DISCUSSION:**

The Department of Public Works has applied for funding from the Illinois CDBG IKE-Disaster Recovery Program. This fund was established to address a variety of local community needs in the post-flood revitalization efforts that followed the floods of 2008. The grant that is the subject of this Resolution is specifically part of the Public Infrastructure element of the CDBG-IKE Grant. Because the Village of Park Forest experienced flooding during 2008, in particular during the September 2008 floods, our community is eligible for this grant.

All projects supported by CDBG funds must meet one of the required national objectives, including 1) principally benefitting low and moderate income persons, 2) aiding in the elimination of slums or blight, or 3) meeting community development needs having a particular urgency because of a serious and immediate threat to the health or welfare of the community. The Thorn Creek Drive project qualifies as meeting an urgent need, therefore, the attached Resolution must be approved by the Village Board.

The grant application is for \$726,734 to address flooding on the south end of Thorn Creek Drive in Thorn Creek Estates. This flooding is caused by the accumulation of brushwood and other debris from the Will County Forest Preserve getting caught in the sharps curves of the drainageway through this neighborhood. The grant will allow for engineering and construction of a brushwood collection and overflow facility to collect brushwood, sediments, and water flowing from the forest preserve and slowly release the water back towards Thorn Creek.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the agenda of the Rules meeting of February 7, 2011.

**RESOLUTION NO.**

**A RESOLUTION OF THE VILLAGE OF PARK FOREST DOCUMENTING THAT ITS APPLICATION FOR ILLINOIS COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING WILL MEET AN URGENT NATIONAL NEED**

**WHEREAS**, the Village of Park Forest, Cook and Will Counties, Illinois (“Village”) is applying to the State of Illinois for a CDBG Disaster Recovery Public Infrastructure grant; and

**WHEREAS**, for a project to be eligible for funding it must meet one of the national objectives under the CDBG Program; and

**WHEREAS**, it has been determined that a serious and immediate threat to the health, safety, or welfare of the community exists; and

**WHEREAS**, the threat was exacerbated by the disasters of 2008 and so is considered to be of recent origin; and

**WHEREAS**, the Village of Park Forest is unable to finance the activity on its own; and

**WHEREAS**, no other sources of funding are available to carry out the activity in the time frame required.

**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:** That the Village of Park Forest does hereby confirm that the Thorn Creek Brushwood Collection and Overflow System project in the application for CDBG disaster recovery funding under the Public Infrastructure Program meets the national objective under the CDBG Program of meeting a community development need having a particular urgency.

**Section 2:** The Village Manager is directed and authorized to execute such documents and all other documents necessary for the carrying out of said application and the Village Clerk is directed and authorized to attest the signature of the Village Manager.

**Passed and Approved** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

**Mayor**

**Clerk**

## **AGENDA BRIEFING**

**DATE:** February 2, 2011

**TO:** Mayor Ostenburg  
Board of Trustees

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

**SUBJECT:** Consideration of a Resolution Adopting an Identity Protection Policy

### **BACKGROUND/DISCUSSION:**

The Identity Protection Act dated June 1, 2010 required that the Village approve an identity protection policy within twelve months. This policy requires restricted use and access of social security numbers. Another requirement is the "Statement of Purpose for Collection of Social Security numbers" attached as Exhibit B.

### **SCHEDULE FOR CONSIDERATION:**

This item will appear on the agenda of the February 7, 2011 Rules Agenda for discussion.

RESOLUTION No. \_\_\_\_\_

**A RESOLUTION ADOPTING AN IDENTITY PROTECTION POLICY**

**WHEREAS**, the *Identity Protection Act*, 5 ILCS 179/1 *et seq.* (“the Act”), provides that each local government agency, which includes the Village of Park Forest (“Village”), must approve an identity protection policy within twelve months of June 1, 2010, which is the effective date of the Act; and

**WHEREAS**, once a policy is approved, the Village must advise its employees of the existence of the policy and make copies of it available to each employee pursuant to 5 ILCS 179/35(a)(5); and

**WHEREAS**, the Act requires that each of the components of the finalized policy be implemented within twelve months after it is approved, including employee training required by the policy; and

**WHEREAS**, pursuant to the Act, the Mayor and Board of Trustees has determined to adopt the Identity Protection Policy, attached hereto and incorporated herein by reference as Exhibit A, and the Statement of Purpose, attached hereto and incorporated herein by reference as Exhibit B, to be provided to those persons asked by the Village to provide their social security numbers or who request a copy.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE BOARD OF TRUSTEES OF THE VILLAGE OF PARK FOREST in the exercise of their home rule powers as follows:**

**Section 1. Recitals Incorporated.** The above recitals are incorporated herein as though fully set forth.

**Section 2. Approval of Identity Protection Policy.** The Mayor and Board of Trustees hereby approve and adopt the Identity Protection Policy, attached hereto and incorporated herein by reference as Exhibit A, and the Statement of Purpose, attached hereto and incorporated herein by reference as Exhibit B.

**Section 3. Filing of Identity Protection Policy.** The Identity Protection Policy and Statement of Purpose adopted pursuant to this Resolution shall be kept on file with the Village Clerk.

**Section 4. Severability and Repeal of Inconsistent Ordinances, Resolutions and Motions.** 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 resolutions, ordinances and motions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5.** **Effective Date.** This Resolution shall take effect from and after its adoption and approval.

**APPROVED:**

**ATTEST:**

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Mayor

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Village Clerk

# **EXHIBIT A**

## **Village of Park Forest Identity Protection Policy**

### **1. Purpose**

The purpose of this Identity Protection Policy (“Policy”) is to protect social security numbers from unauthorized disclosure, and it is adopted to govern the Village of Park Forest’s (“Village”) use of social security numbers pursuant to the provisions of the *Identity Protection Act*, 5 ILCS 179/1 *et seq.*

### **2. Requirements**

- A. All Village employees that have access to social security numbers in the course of the performance of their duties shall be trained to protect the confidentiality of social security numbers. Training shall include instruction on the proper handling of information that contains social security numbers from the time of collection through the destruction of the information.
- B. Only employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents.
- C. Social security numbers requested from an individual shall be provided in a manner that makes the social security number easily redacted if required to be released as part of a public records request, including a request under the *Illinois Freedom of Information Act*, 5 ILCS 140/1 *et seq.*
- D. When collecting a social security number, or upon request by the individual, a statement of the purpose or purposes for which the social security number is being collected and used shall be provided.

### **3. Prohibited Activities**

No employee shall:

- A. Publicly post or publicly display in any manner an individual’s social security number. "Publicly post" or "publicly display" means to intentionally communicate or otherwise intentionally make available to the general public.
- B. Print an individual’s social security number on any card required for the individual to access products or services.
- C. Encode or embed an individual’s social security number in or on any cards or documents, including, but not limited to, using a bar code, chip, magnetic strip, radio frequency identification (“RFID”) technology, or other technology.

- D. Require an individual to transmit his or her social security number over the Internet, unless the connection is secure or the social security number is encrypted.
- E. Print an individual's social security number on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless state or federal law requires the social security number to be on the document to be mailed. Notwithstanding any provision in this Section to the contrary, social security numbers may be included in applications and forms sent by mail, including, but not limited to, any material mailed in connection with the administration of the Unemployment Insurance Act, any material mailed in connection with any tax administered by the Internal Revenue Service or Illinois Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy or to confirm the accuracy of the social security number. A social security number that may permissibly be mailed under this Section shall not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or be visible on an envelope without the envelope having been opened.
- F. Collect, use, or disclose a social security number from an individual, unless:
  - 1. Required to do so under state or federal law, rules, or regulations, or the collection, use, or disclosure of the social security number is otherwise necessary for the performance of that agency's duties and responsibilities;
  - 2. The need and purpose for the social security number is documented before collection of the social security number; and
  - 3. The social security number collected is relevant to the documented need and purpose.
- G. Require an individual to use his or her social security number to access an Internet website.
- H. Use the social security number for any purpose other than the purpose for which it was collected.

The prohibitions set forth above shall not apply in the following circumstances:

- A. The disclosure of social security numbers pursuant to a court order, warrant, or subpoena.

- B. The collection, use, or disclosure of social security numbers in order to ensure the safety of other employees.
- C. The collection, use, or disclosure of social security numbers for internal verification or administrative purposes.
- D. The collection or use of social security numbers to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal *Fair Credit Reporting Act*, to undertake any permissible purpose that is enumerated under the federal *Gramm Leach Bliley Act*, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit.

**4. Public Inspection and Copying of Documents**

Notwithstanding any other provision of this Policy to the contrary, all employees must comply with the provisions of any other state law with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's social security number. This includes requests for information or documents under the *Illinois Freedom of Information Act*. Employees must redact social security numbers from the information or documents before allowing the public inspection or copying of the information or documents.

**5. Public Availability**

A copy of this Policy shall be made available to the public upon request.

**6. Applicability and Conflict**

This Policy shall not apply to the collection, use, or disclosure of a social security number as required by state or federal law, rule, or regulation. To the extent this policy conflicts with the Village's previously adopted Identity Theft Policy adopted pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Identity Theft Policy"), the Village's Identity Theft Policy shall govern.

## **EXHIBIT B**

### **STATEMENT OF PURPOSE FOR COLLECTION OF SOCIAL SECURITY NUMBERS**

#### **What does the Village of Park Forest do with your Social Security Number?**

The Identity Protection Act, 5 ILCS 179/1 *et seq.*, requires each local and State of Illinois government agency to draft, approve, and implement an Identity Protection Policy that includes a statement of the purpose or purposes for which the agency is collecting and using an individual's Social Security number ("SSN"). This statement of purpose is being provided to you because you have been asked by the Village of Park Forest to provide your SSN or because you requested a copy of this statement.

#### **Why do we collect your Social Security number?**

You are being asked for your SSN for one or more of the following reasons:

- Complaint mediation or investigation;
- Crime victim compensation;
- Vendor services, such as executing contracts and/or billing;
- Law enforcement investigation;
- Internal verification; or
- Administrative services.

#### **What do we do with your Social Security number?**

- We will only use your SSN for the purpose for which it was collected.
- We will not:
  1. Sell, lease, loan, trade, or rent your SSN to a third party for any purpose;
  2. Publicly post or publicly display your SSN;
  3. Print your SSN on any card required for you to access our services;
  4. Require you to transmit your SSN over the Internet, unless the connection is secure or your SSN is encrypted; or
  5. Print your SSN on any materials that are mailed to you, unless state or Federal law requires that number to be on documents mailed to you, or unless we are confirming the accuracy of your SSN.

**Questions or Complaints about this Statement of Purpose**

Write to the Village of Park Forest:

Village Manager  
Village of Park Forest  
350 Victory Drive  
Park Forest, Illinois 60466