

AGENDA

SPECIAL RULES MEETING OF THE  
BOARD OF TRUSTEES PARK FOREST, ILLINOIS

Village Hall

6:00 p.m.

October 3, 2011

Purpose of the meeting is to adjourn to executive session for the purpose of personnel matters

Adjournment

Executive Session

## AGENDA

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

Village Hall

7:00 p.m.

October 3, 2011

Roll Call

1. A Request for Approval of a Resolution to Support a Cook County Class 8 Tax Incentive for 2560 Western Avenue located in Park Forest
2. A Resolution Authorizing the Temporary Use of a Construction Trailer as a Classroom for South Suburban College
3. Approval for the Completion of Concrete and Asphalt Restoration from Water Main Breaks
4. Intergovernmental Master Agreement for State Maintained Traffic Signals on State Highways within the Village of Park Forest
5. A Resolution Establishing Trick-or-Treating Hours in the Village of Park Forest
6. A Resolution Celebrating National Hispanic Heritage Month

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:** September 26, 2011

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Sandra Zoellner  
Assistant Director of Economic Development and Planning

**RE:** Request for approval of a Resolution to support a Cook County Class 8 Tax Incentive for 2560 Western Avenue located in Park Forest, Illinois

**BACKGROUND/DISCUSSION:**

Hitesh Shah requests the Village's support for the Cook County Class 8 property tax incentive. The applicant purchased the former Taco Bell restaurant at 2560 Western Avenue for the purpose of relocating his existing retail operation, a convenience grocery and liquor store, Stop and Shop. This is an opportunity for the Village to commit to an existing Park Forest business owner and afford him the opportunity to transition from tenant to property owner. Mr. Shah proposes to significantly improve the property's exterior appearance, renovate the interior, and install energy efficient and modern display cases.

The applicant purchased the property in August 2011 from Natron Corporation, a Delaware Corporation, based in Michigan. Approval of the request would be consistent with the Village's approved Development Incentive Policy as the proposed development is located within one of the target areas – Norwood Square Shopping Center out lot, it is for the rehabilitation and re-utilization of a vacant and therefore underutilized property, it could create new tax revenue, and it will retain existing jobs. It should also have a positive impact on the perception of the area and reduce the vandalism and vagrancy issues.

The Economic Development Advisory Group met September 14, 2011 to consider this request for an economic incentive. The members voted unanimously to recommend approval of the Village's support for a Cook County Class 8 property incentive for Hitesh Shah to occupy, and substantially renovate and reoccupy 2560 Western Avenue

**SCHEDULE FOR CONSIDERATION:** This item will appear on the agenda of the Rules meeting of October 3, 2011 for discussion.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF PARK FOREST APPROVING CLASS 8 ASSESSMENT STATUS FOR THE REAL ESTATE LOCATED AT 2560 WESTERN AVENUE IN THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, P.I.N.: 31-25-202-031-0000**

**WHEREAS**, the Village of Park Forest (the “Village”) desires to promote the retention and expansion of business and industry in the Village of Park Forest; and

**WHEREAS**, the Cook County Board of Commissioners has adopted the Cook County Real Property Classification Ordinance which provides for a Class 8 Incentive Classification designed to encourage commercial and industrial development throughout Cook County by offering a real estate tax incentive for the development of new facilities, the rehabilitation of existing structures, and the re-utilization of abandoned buildings; and

**WHEREAS**, the Village of Park Forest has determined that the property, which is a vacant Popeye’s Restaurant, located at 2560 Western Avenue identified by P.I.N. 31-25-202-031-0000, has been substantially vacant since December 27, 2005; and

**WHEREAS**, the Village of Park Forest has determined that the property located at 2560 Western Avenue, Park Forest, Illinois commonly identified by P.I.N. 31-25-202-031-0000 has been in a state of neglect, disrepair, substantially vacant and abandoned for a period of five years and nine months since December 2005 and Hitesh Shah proposes to rehabilitate it, reutilize it and reoccupy it as a professional office for State Farm Insurance; and

**WHEREAS**, Hitesh Shah has proven to the Village that such real estate is appropriate for the Class 8 Incentive and that the incentive provided by such classification is necessary for the re-utilization of the commercial structure and parking lot.

**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:** The Mayor and Trustees hereby find that all of the recitals contained in the preamble to this Resolution are full, true and correct and do incorporate them into this Resolution by this reference.

**Section 2:** That the property identified as P.I.N. 31-25-202-031-0000 is hereby declared eligible for Class 8 assessment classification status by Cook County; that the property has been substantially vacant and in disrepair for a period of more than five years and the applicant proposes to retain his business in Park Forest and expand his business operations at this location; that the Village of Park Forest supports and consents to the Class 8 application to the Assessor; that the incentive provided by Class 8 classification is necessary for new development and redevelopment to occur on the property; and, that the Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution.

**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:**

---

**Mayor**

**ATTEST:**

---

**Village Clerk**

**CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Park Forest, a municipal corporation, Cook and Will Counties, Illinois, and, as such, I am the keeper of the records and files and am custodian of the seal of said Village.

I do further certify that the foregoing or attached is a complete, true, and correct copy of Resolution No. \_\_\_\_\_ entitled:

**A RESOLUTION OF THE VILLAGE OF PARK FOREST APPROVING  
CLASS 8 ASSESSMENT STATUS FOR THE REAL ESTATE LOCATED  
AT 2560 WESTERN AVENUE IN THE VILLAGE OF PARK FOREST,  
COOK AND WILL COUNTIES, ILLINOIS, P.I.N.: 31-25-202-031-0000**

And was duly passed by not less than a majority of the members of the Board of Trustees at its regular meeting held on October \_\_\_\_\_, 2011, approved by the Mayor on said date, and now is in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto affixed my official signature and the corporate seal of said Village this \_\_\_\_\_ day of October, 2011.

\_\_\_\_\_, **Village Clerk**

( **CORPORATE**  
( **SEAL**

## **MEMORANDUM**

DATE: September 12, 2011

TO: Economic Development Advisory Group

FROM: Sandra Zoellner, Assistant Director of Economic Development & Planning

RE: Application for Cook County Class 8 Property Tax Incentive at 2560 Western Avenue, Park Forest, IL 60466

Applicant: Hitesh Shah, Priya Enterprises D/B/A Stop & Shop  
2599 Western Ave.  
Park Forest, IL 60466

### **Introduction**

For the past sixteen years, Hitesh Shah rented property at 2599 Western Avenue for a convenience and liquor store. The applicant indicates that he has outgrown his existing location, would like to upgrade the store's appearance, and acquire modern, more energy efficient fixtures. His existing rent structure overwhelms his ability to reinvest in the business at his current location.

### **Cook County Class Property Tax Incentive**

Cook County offers a tax incentive, known as the Class 8 incentive, which is designed to encourage property owners to undertake new construction, or substantial rehabilitation or reutilization of abandoned buildings for commercial or industrial purposes. The Class 8 incentive assesses qualifying real estate at a reduced assessment level for a period of 12 years from the date that new construction or substantial rehabilitation is completed and reassessed or, in the case of abandoned property, from the date of substantial reoccupation. For commercial property, the assessment is reduced from 25 percent to 10 percent of market value for the first 10 years, to 15 percent in year 11 and 20 percent in year 12. The incentive is renewable with the Village's support.

Because Park Forest is located in both Rich and Bloom Townships, the only qualifier for the Cook County Class 8 incentive is support of the municipality. This special allowance is made for the townships targeted by the Cook County Tax Reactivation Program. If the Village supports the requested property tax incentive, the Village Board will be asked to approve a resolution stating its support for the applicant's request of the County incentive. The property owner is then responsible for submitting a formal application to Cook County for this incentive.

### **Requested incentive**

Mr. Shah requests a resolution from the Village of Park Forest in support of the Cook County Class 8 incentive for 2560 Western Avenue, the former Taco Bell Restaurant. The applicant purchased the property from Natron Corporation, a Delaware Corporation, with offices in Michigan in August 2011. Mr. Shah intends to remodel the existing building with windows, exterior lighting, parking, parking lighting, and the exterior surface of the building. All of the

taxing bodies are likely to receive more tax dollars following the occupancy and reassessment, however, I am unable to accurately estimate the increase using actual data from the Cook County Assessor or Cook County Treasurer.

Following is a nonspecific example to show the impact the Cook County Class 8 Incentive could have.

	Example without incentive	Example with vacancy rate appeal	Example with Cook County Class 8 Incentive
Fair Market Value improved property	\$80,000	\$80,000	\$80,000
Fair Market Value land	\$20,000	\$20,000	\$20,000
Commercial assessment	.25	.25	.10
Vacancy adjustment (on the improvement, not on the land)	0	.20	0
Assessed value	\$25,000	\$9,000	\$10,000
Cook County Multiplier (estimated)	3.3	3.3	3.3
Tax rate (estimated)	.179	.179	.179
Tax bill (estimated)	\$14,767	\$5,316	\$5,907

**Evaluation policy**

- A. The property is located in a priority area for development
- B. The project is substantial rehabilitation of a vacant commercial property.
- C. A development agreement is not necessary because Village funds are not committed to the project.
- D. The applicant provided audited financial records confirming his ability to proceed with the project as described.
- E. The application is subsequent to the County’s findings that properties within Rich and Bloom townships are eligible for this type of incentive with the Village’s support.
- F. No legal fees were incurred.
- G. No fees have been waived and the applicant did not ask for fee waivers.

**Evaluation criteria**

- a. The property is located in a priority area. Jobs will be retained in Park Forest. Mr. Shah anticipates hiring an additional full-time and part-time employee. Business retention and expansion are Village goals.
- b. The project is likely to increase tax revenue for all taxing bodies. All other taxing bodies should be in a better financial position because the prior owner had successfully won a vacancy appeal. Mr. Shah’s preliminary construction quotes are roughly \$150,000.

- c. Mr. Shah's renovations will make the building more attractive and structurally sound. Most importantly, the property will be returned to productive use. The applicant will improve the sense of commercial community on a prominent thoroughfare in Park Forest.
- d. Mr. Shaw's new location may result in an increase in shoppers choosing his store rather than shopping outside of the community.
- e. Public improvements are not necessarily a requirement in Class 8 applications. The Class 8 requirement is to spur substantial rehabilitation and use of vacant commercial property.
- f. This criterion does not apply to a Class 8 application. In this instance, but for the Class 8, the applicant would not be able to afford to make the improvements to the property and to own the property once the improvements are made.

Based on the adopted policy and criteria, the Economic Development Advisory Group should consider this request for a property tax incentive and make a recommendation to the Board of Trustees. The application, with EDAG's recommendation, will be presented to the Board at their October 3, 2011 meeting.

## MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Sam Montella, Chair  
Economic Development Advisory Group

DATE: September 27, 2011

RE: Application for Cook County Class 8 Property Tax Incentive at 2560 Western Avenue, Park Forest, IL 60466

Applicant: Hitesh Shah, Priya Enterprises D/B/A Stop & Shop  
2599 Western Ave.  
Park Forest, IL 60466

At our regular meeting, September 14, 2011, the Economic Development Advisory Group (EDAG) considered a request for Village support of an application to Cook County Board of Commissioners for a Class 8 property tax incentive. The request was made by Hitesh Shah to enable him to occupy the substantially deteriorated building at 2560 Western Avenue, an out lot at Norwood Square Shopping Center.

The applicant indicated that the property tax rate in the Village combined with the purchase and renovation costs make the project viable only with the incentive.

The EDAG reviewed information obtained from the application, as well as the memo prepared by staff (see attached) and discussed the importance of supporting existing businesses and their expansion efforts in the Village. EDAG members generally agreed that it is important to provide incentives to existing businesses for their retention and expansion efforts. The EDAG agreed that this relocation and business expansion would benefit the Village of Park Forest and Hitesh Shah.

1. Re-occupancy and rehabilitation of the commercial building at 2560 Western Avenue could bring additional property tax revenue to all taxing districts and will bring the building up to code
2. Mr. Shah provides a service to many and has been a good corporate citizen. His business produces sales tax revenue for the Village.
3. The renovation of the commercial real estate at 2560 Western Avenue will add to the positive image of Park Forest for drivers on Western Avenue
4. Occupancy and reuse of the property should substantially reduce vagrancy and vandalism in the area

After discussing this request and the benefits outlined above, the EDAG voted unanimously to recommend approval of the Village's support for a Cook County Class 8 property tax incentive for Hitesh Shah to renovate and reoccupy the property at 2560 Western Avenue.

**VILLAGE OF PARK FOREST**

**MEMORANDUM**

**TO: John Ostenburg, Mayor  
Board of Trustees**

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

**DATE: September 23, 2011**

**SUBJECT: A RESOLUTION AUTHORIZING THE TEMPORARY USE OF  
A CONSTRUCTION TRAILER AS A CLASSROOM FOR  
SOUTH SUBURBAN COLLEGE**

**BACKGROUND/DISCUSSION:**

South Suburban College in partnership with Habitat for Humanity Chicago South Suburbs, the Bethlehem Temple Community Development Corporation and a number of other local community based organizations, administers the Chicago Southland YouthBuild (CSYB) program has developed a program which targets young adults ages 18 - 24 and includes GED training, construction technology instruction, career & college readiness preparation among other areas.

Students enrolled in the CSYB program receive instruction in construction technology from South Suburban College while volunteering on homes owned by Habitat for Humanity Chicago South Suburbs.

412 Wilshire has been selected as site to conduct such a program. Permission is being sought from the Village to park a site-office trailer property to be used as a portable classroom for the CSYB students during the duration of the program year September 2011 – June 2012. In addition, a sign identifying the program and its supporters is requested. This sign would be placed directly on the trailer.

Attached is letter of their request.

**SCHEDULE FOR CONSIDERATION:**

This matter will be on the October 3 Rules Board Meeting for Board discussion.

## RESOLUTION \_\_\_\_\_

### **A RESOLUTION AUTHORIZING THE TEMPORARY USE OF A CONSTRUCTION TRAILER AS A CLASSROOM FOR SOUTH SUBURBAN COLLEGE**

**WHEREAS** OAI, Inc., in partnership with South Suburban College, Habitat for Humanity Chicago South Suburbs, the Bethlehem Temple Community Development Corporation and a number of other local community based organizations, administers the Chicago Southland YouthBuild (CSYB) program; and

**WHEREAS** CSYB targets young adults ages 18 - 24 and includes GED training, construction technology instruction, career & college readiness preparation as well as course work in a number of other areas such as leadership development, environmental literacy, creative writing, substance abuse prevention, counseling, and many others. It is a nine-month program (September – June) aimed at empowering young adults from disadvantaged communities to transform their lives for the better; and

**WHEREAS** the CSYB program serves approximately 35 students per year and is generously funded by the Department of Labor. Students enrolled in the CSYB program receive instruction in construction technology from South Suburban College while volunteering on homes owned by Habitat for Humanity Chicago South Suburbs; and

**WHEREAS** For the 2011 – 2012 program year, the CSYB students will be volunteering their time on a Habitat home at 412 Wilshire, Park Forest, Illinois. OAI, Inc. aims to partner with the Village of Park Forest by requesting the Village to allow the CSYB program to park a site-office trailer on the Habitat home property to be used as a portable classroom for the CSYB students during the duration of the program year (September – June); and

**WHEREAS** An 8 foot by 22 foot construction trailer is being requested to be located in the rear yard on the driveway; and

**WHEREAS** The organization would like to post a sign (no larger than 16 square feet) on the trailer, promoting the program and identifying all of the project partners, including the Village of Park Forest; and

**WHEREAS** Village Code requires approval for such a use by a Resolution of the Board of Trustees.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that South Suburban College, is hereby, granted permission to place an 8 foot by 22 foot construction trailer on the located at 412 Wilshire from

September 2011 through June 2012.

ADOPTED this \_\_\_\_\_ day of October 2011.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

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

Memo

To: The Village of Park Forest

From: OAI, Inc. and South Suburban College

CC: Nancy Burrows, South Suburban College, Business & Career Institute

Date: September 27, 2011

Re: Chicago Southland YouthBuild in the Village of Park Forest

OAI, Inc., in partnership with South Suburban College, Habitat for Humanity Chicago South Suburbs, the Bethlehem Temple Community Development Corporation and a number of other local community based organizations, administers the Chicago Southland YouthBuild (CSYB) program. CSYB targets young adults ages 18 - 24 and includes GED training, construction technology instruction, career & college readiness preparation as well as course work in a number of other areas such as leadership development, environmental literacy, creative writing, substance abuse prevention, counseling, and many others. It is a nine-month program (September – June) aimed at empowering young adults from disadvantaged communities to transform their lives for the better. The CSYB program serves approximately 35 students per year and is generously funded by the Department of Labor.

Students enrolled in the CSYB program receive instruction in construction technology from South Suburban College while volunteering on homes owned by Habitat for Humanity Chicago South Suburbs. For the 2011 – 2012 program year, the CSYB students will be volunteering their time on a Habitat home at 412 Wilshire, Park Forest, Illinois. OAI, Inc. aims to partner with the Village of Park Forest by requesting the Village to allow the CSYB program to park a site-office trailer on the Habitat home property to be used as a portable classroom for the CSYB students during the duration of the program year (September – June).

With the Village of Park Forest's permission, we would like to post a sign (no larger than 16 square feet) on the trailer, promoting the program and identifying all of the project partners, including the Village of Park Forest.

OAI, Inc. and South Suburban College are eager to answer any questions about the CSYB program and the request included in this memo. Mollie Dowling, Director of OAI Chicago Southland, can be reached at: (708) 339-8173 or [mdowling@oaiinc.org](mailto:mdowling@oaiinc.org). Nancy Burrows, Coordinator for the South Suburban College portion, can be reached at (708) 596-2000 x. 2556 or [nburrows@ssc.edu](mailto:nburrows@ssc.edu). More information about OAI, Inc. can be found at [www.oaiinc.org](http://www.oaiinc.org).

Mollie Dowling, Director  
OAI Chicago Southland

Nancy Burrows,  
South Suburban College



## **AGENDA BRIEFING**

**DATE:** September 28, 2011

**TO:** Mayor Ostenburg  
Board of Trustees

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

**RE:** Approval for the completion of Concrete and Asphalt Restoration from water main breaks

### **BACKGROUND/DISCUSSION:**

Approximately twice a year, DPW solicits for competitive bids or quotes for the restoration of concrete and asphalt areas, throughout the Village, that were removed and/or damaged during a water main break repair, valve replacement, and water shutoff replacement or adjustment. Prior to soliciting, DPW calculates an estimate to determine if the anticipated costs will exceed \$20,000 dollars. If so, DPW is required by Village Ordinance to solicit sealed competitive bids, if not, DPW has to option to request quotes.

Earlier this year, DPW received quotes from M&A Cement Work, to perform concrete work which was completed at a final cost of \$7,747.75 and from Pavement Systems to perform asphalt work which was completed at a final cost of \$17,977.00. Due to the continued water main breaks this year, DPW has additional areas that need to be restored and DPW strives to have all concrete and asphalt work restored before the winter season starts.

In an effort to, complete this work as soon as possible and complete this work at a low unit price, DPW requested from M&A Cement and Pavement Systems if they can perform this additional work at the same unit prices from the two previous projects completed earlier this year. At this time, DPW has received a verbal confirmation from both companies to perform this work at the same unit prices. Therefore based on those unit prices, DPW has calculated estimates for this additional work and those estimates are \$12,288.10 for concrete work and \$12,720.00 for asphalt work.

Based on the above dollar amounts, none of them individually are over \$20,000 which would require competitive bidding, but when added together, the concrete work is estimated at \$20,035.85, (7747.75 final cost + 12,288.10 est. cost) and \$30,697.00, (17,977.00 final cost + 12,720.00 est. cost).

**RECOMMENDATION:** Authorize the Village Manager to contract M&A Cement for additional concrete work to be done at a total amount of \$20,035.85 plus 20% contingency funds. Additionally, authorize the Village Manager to contract for additional asphalt work with Pavements Systems at a total amount of \$30,697.00 plus 20% contingency funds.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Regular/Rules meeting of October 3, 2011 for your Discussion.

2011 Summer Concrete bid tab

2011 SUMMER CONCRETE RESTORATION  
Quote's submitted on Aug. 5, 2011, 10:00 a.m.

ITEM	QTY.	UNIT	KRT Concrete		M&A Cement Work		Engineer's Estimate		
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	Separate Walk 5"	70	SF	\$ 7.00	\$ 490.00	\$ 6.95	\$ 486.50	\$ 6.00	\$ 420.00
2	Separate Walk Drive 6 1/4"	75	SF	\$ 7.75	\$ 581.25	\$ 6.95	\$ 521.25	\$ 6.00	\$ 450.00
3	Combo Walk 5"	225	SF	\$ 7.25	\$ 1,631.25	\$ 6.95	\$ 1,563.75	\$ 6.00	\$ 1,350.00
4	Combo Walk Drive 6 1/4"	100	SF	\$ 7.50	\$ 750.00	\$ 6.95	\$ 695.00	\$ 6.00	\$ 600.00
5	Detectable Warning Plate	8	SF	\$ 30.00	\$ 240.00	\$ 36.00	\$ 288.00	\$ 32.00	\$ 256.00
6	Curb and Gutter	36	LF	\$ 28.00	\$ 1,008.00	\$ 28.00	\$ 1,008.00	\$ 25.00	\$ 900.00
7	Driveway Apron	487	SF	\$ 6.75	\$ 3,287.25	\$ 6.95	\$ 3,384.65	\$ 6.00	\$ 2,922.00
	<b><u>BID TOTAL</u></b>				<b>\$ 7,987.75</b>		<b>\$ 7,947.15</b>		<b>\$ 6,898.00</b>

Requests for Quotes were faxed to, but not received from:

Hook's Concrete  
Sunset Sewer and Water  
JJ Newell Concrete  
Davis Concrete  
Strada Concrete

2011 Summer Asphalt bid tab

2011 SUMMER ASPHALT RESTORATION  
Quote's submitted on Sept. 6, 2011, 10:00 a.m.

**Pavement Systems, Inc.**  
**Blue Island, Illinois**

**Holland Asphalt Service**  
**South Holland, Illinois**

**John Zarlengo Asphalt**  
**Chicago Heights, Illinois**

**Iroquis Paving Corp.**  
**Watseka, Illinois**

**Gallagher Asphalt Corp.**  
**Thornton, Illinois**

ITEM	QTY.	UNIT	Pavement Systems, Inc.		Holland Asphalt Service		John Zarlengo Asphalt		Iroquis Paving Corp.		Gallagher Asphalt Corp.	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1 Class D Patch Special 5 1/2" (Street)	80	S.Y.	\$ 78.00	\$ 6,240.00	\$ 80.00	\$ 6,400.00	\$ 71.25	\$ 5,700.00	\$ 103.00	\$ 8,240.00	\$ 174.00	\$ 13,920.00
2 Class D Patch Special 4" (Driveway)	121	S.Y.	\$ 49.00	\$ 5,929.00	\$ 60.00	\$ 7,260.00	\$ 68.75	\$ 8,318.75	\$ 74.00	\$ 8,954.00	\$ 79.00	\$ 9,559.00
3 Traffic Control	1	L.S.	\$ 1,800.00	\$ 1,800.00	\$ 400.00	\$ 400.00	\$ 475.00	\$ 475.00	\$ 2,735.00	\$ 2,735.00	\$ 990.00	\$ 990.00
<b>BID TOTAL</b>				<b>\$ 13,969.00</b>		<b>\$ 14,060.00</b>		<b>\$ 14,493.75</b>		<b>\$ 19,929.00</b>		<b>\$ 24,469.00</b>

**Engineer's Estimate**  
**Village of Park Forest**

ITEM	QTY.	UNIT	Engineer's Estimate	
			UNIT PRICE	TOTAL
1 Class D Patch Special 5 1/2" (Street)	80	S.Y.	\$ 75.00	\$ 6,000.00
2 Class D Patch Special 4" (Driveway)	121	S.Y.	\$ 55.00	\$ 6,655.00
3 Traffic Control	1	L.S.	\$ 400.00	\$ 400.00
<b>BASE BID TOTAL</b>				<b>\$ 13,055.00</b>

## **AGENDA BRIEFING**

**DATE:** September 27, 2011

**TO:** Mayor Ostenburg  
Board of Trustees

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

**RE:** Intergovernmental Master Agreement for State maintained traffic signals on State highways within the Village of Park Forest

### **BACKGROUND/DISCUSSION:**

Since July 1, 2001, the Illinois Dept. of Transportation (IDOT) has been responsible for the maintenance of traffic signals within the Village of Park Forest that are along Western Avenue, which is a State roadway. The existing master agreement between the Village of Park Forest and the Illinois Dept. of Transportation has expired on June 30, 2011. This was a ten year maintenance agreement.

Under the past agreement, the State would maintain the traffic signals on all legs of the intersections and the Village would reimburse the State quarterly, an amount that relates to a percent of traffic signals that are on the Village legs of the intersection. For example, Main St and Western Ave is a three way intersection with signals on all three legs. The State would maintain the entire intersection, and the Village would have to reimburse the State for 1/3 of the cost to maintain that particular intersection. This 1/3 cost would be for the signals on the Main Street leg of that intersection, IDOT would be responsible for the remaining 2/3 which are for the signals on the north and south side of Main Street, but on Western Avenue. This percentage breakdown responsibility would apply accordingly to the remaining intersections. See the Attached Exhibit A, in the Attached Agreement, for a list of all signalized intersections along Western Avenue and the % of cost responsibility involved by the jurisdictions involved. In this Exhibit, Park Forest's percentage would be under the "Local" column and apply to only 4 intersections.

Village Staff has reviewed the renewal agreement and requested a copy of the expired agreement for comparison and found much of the renewal agreement is the same as the expired agreement except for minor clarifications and deletion of paragraphs that do not apply for Park Forest. As a follow up, staff called Mr. Daryle Drew, the IDOT Traffic Signal Engineer for clarification of the changes and questions staff had that related to paragraphs that state conditions that do not apply to the Park Forest intersections nor to the cost responsibilities. Mr. Drew informed DPW that the wording in this agreement is general and that IDOT uses this same agreement to apply to all areas of the State where this agreement would apply. Mr. Drew informed DPW that one of the main components of information is the Exhibit A and the last column which shows that the State is the Agency performing the Maintenance, thus, the Village needs to be conscience of the agreement terms that apply to,

but not limited to, access to utilities, future additional work, modifications to signals, interconnected utilities, notification, requests for maintenance, and reimbursement for work involved. For the duration of the last agreement, the Village used MOTOR FUEL TAX FUNDS for quarterly reimbursements to the State. In the current budget, \$24,854 dollars are budgeted for this work. This same budget is used for reimbursement to Cook County for a similar maintenance agreement for traffic signals along Sauk Trail and for work on Village owned and maintained traffic signals. The State solicits competitive bids from electrical contractors to perform the maintenance of Traffic Signals on State Highways, therefore, the monies due quarterly to the State may vary time to time depending on the lowest bidder's bid prices when the State's current contract is rebid.

Attached is a copy of a portion of the renewal agreement and Exhibit A along with a copy of the expired Master Agreement and Exhibit A for your review.

**RECOMMENDATION:** Authorize the Village Manager to renew the Intergovernmental Agreement for State maintained traffic signals on State highways within the Village of Park Forest with the Illinois Department of Transportation, for a term effective July 1, 2011 to June 30, 2021 (10 years which can be terminated by either party).

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Regular/Rules meeting of October 3, 2011 for your Discussion.



# Illinois Department of Transportation

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

August 23, 2011

The Honorable John A. Ostenburg  
Mayor  
Village of Park Forest  
350 Victory Drive  
Park Forest, IL 60466



Dear Mayor Ostenburg:

Enclosed for your signature are three (3) counterparts of the Intergovernmental Master Agreement for State maintained traffic signals on State highways within the corporate limits of Park Forest. The existing Master Agreement between the Village of Park Forest and the Illinois Department of Transportation will expire in the near future.

Please return the three (3) partially executed agreements to our office for final processing. We will send you a completed Agreement upon its execution by our Springfield Office. It is important that you forward the Agreement to:

Mr. Stephen M. Travia, P.E.  
Bureau Chief of Traffic Operations  
Illinois Department of Transportation  
201 W. Center Court  
Schaumburg, IL 60196

If you have any questions or need additional information, please contact Mr. Daryle Drew, Traffic Signal Engineer, at 847-705-4424.

Very truly yours,

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

A handwritten signature in blue ink that reads 'Stephen M. Travia'.

By:  
Stephen M. Travia, P.E.  
Bureau Chief of Traffic Operations

## INTERGOVERNMENTAL AGREEMENT

This Interagency Agreement is entered into between the Village of Park Forest ("GOVERNMENTAL BODY") and the Department of Transportation ("DEPARTMENT") pursuant to the "Intergovernmental Cooperation Act" (5 ILCS 220) and in accordance with The DEPARTMENT's rules at 92 Ill. Adm. Code 544.

1. Governmental Body and the DEPARTMENT have a mutual interest in and the maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A, which is hereby made a part of this agreement.
2. In furtherance of said interests of, the entities agree:
  - a. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.
  - b. **Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the DEPARTMENT indicated on Exhibit A, either with its own forces or through contractual agreements
  - c. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document (Exhibit B) upon agreement by both parties.
  - d. **Interconnect & Timing.** The DEPARTMENT agrees to maintain all signal equipment and interconnects associated with interconnected signal systems and interconnects with at-grade railroad crossings. The DEPARTMENT, in cooperation with the GOVERNMENTAL BODY, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The DEPARTMENT may elect to allow the GOVERNMENTAL BODY to determine the signal timing to coordinate and regulate the flow of traffic at any location. The GOVERNMENTAL BODY shall inform the DEPARTMENT of any changes made in signal timings. The DEPARTMENT reserves the right to withdraw the privilege of timing signals from the GOVERNMENTAL BODY at any time.

Traffic signals interconnected with an at-grade railroad crossing shall not be modified without prior Illinois Commerce Commission and DEPARTMENT notification and approval. Interconnected signals at an at-grade railroad crossing may be repaired to the original condition; however, the Illinois Commerce Commission and the DEPARTMENT must be notified thereof.

- e. **Interconnections: Installation & Damage.** The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
- f. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or State routes. The GOVERNMENTAL BODY may connect traffic signals to a State owned master controller for the coordination or operation of non-State owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.
- g. **Payment for Energy Costs.** The GOVERNMENTAL BODY will reimburse the DEPARTMENT for the GOVERNMENTAL BODY's proportionate share of the energy charges.
- h. **Indemnity.** The GOVERNMENTAL BODY shall indemnify and hold harmless the DEPARTMENT for any and all third party claims for personal injury and property damage arising solely out of the maintenance of the signals and devices listed in Exhibit A, for which the GOVERNMENTAL BODY has responsibility as shown on said Exhibit A.
- i. **Emergency Vehicle Preemption Devices.** The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.
- j. **Previous Agreements.** All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

- k. **Modification.** Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be

effective when fully executed and filed with the Department and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.

- I. **Plan Review.** All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.
- m. **Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices shall be shared in proportion to the number of approaches maintained by each unit of government. The maintenance cost of the interconnect and interconnect related equipment, as listed in Exhibit A, as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system.
- n. **Billing.** Bills shall be submitted by the DEPARTMENT on a three (3) month basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.
  - i. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the GOVERNMENTAL BODY before the expenditure is made.
  - ii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The DEPARTMENT reserves the right to examine the records of the GOVERNMENTAL BODY to determine that costs billed are fully documented.
  - iii. THE DEPARTMENT costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.
  - iv. The cost for contracted work will be the actual cost for the contractor.

3. Notice under this agreement shall be as follows:

For The DEPARTMENT:

For the GOVERNMENTAL BODY:

4. **Effective Date.** This Agreement shall be effective from July 1, 2011 through June 30, 2021 and may be terminated prior to that date, by either party, upon 30 days written notice.

FOR THE GOVERNMENTAL BODY:

\_\_\_\_\_  
Signature and Job Title of Authorized Representative

\_\_\_\_\_  
Type or Print Name of Authorized Representative

\_\_\_\_\_  
Date

FOR THE DEPARTMENT:

\_\_\_\_\_  
Diane M. O'Keefe, Regional Engineer, Division of Highways

\_\_\_\_\_  
Ellen Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Date

(Approved as to form)

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

\_\_\_\_\_  
Christine M. Reed, P.E., Director, Division of Highways, Chief Engineer

\_\_\_\_\_  
Matthew R. Hughes, Acting Director, Finance & Administration

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Ann L. Schneider, Secretary of Transportation

\_\_\_\_\_  
Date

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

EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the Village of Park Forest that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

As of 08/15/2011

LOCATION		% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
US 30 (Lincoln Hwy) @ Orchard Dr.	(S/M)	100			100		0 Olympia Fields	STATE
Western Av @ Illinois St.	(S/M)	50	25	25 Chicago Heights	50	25	25 Chicago Heights	STATE
Western Av @ Beacon St.	(S/M)	50	25	25 Chicago Heights	50	25	25 Chicago Heights	STATE
Western Av @ Norwood S.C.	(S/M)		100			100		STATE
Western Av @ 26th St.	(S)	100			100			STATE
Western Av @ Lakewood Blvd	(S/M)	66 2/3	33 1/3		66 2/3	33 1/3		STATE
Western Av @ Sauk Trail	(S/CC)	100			100			STATE
Western Av @ Monee Rd.	(S/M)	100			100			STATE
Western Av @ Steger Rd.	(S/CC)	100			100			STATE

- (S) = State
- (M) = Municipal
- (CC) = Cook Co.

EXHIBIT B  
TRAFFIC SIGNAL MAINTENANCE PROVISIONS

**A. GENERAL PROVISIONS**

**1. CABINET PACK**

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/ her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

**2. HARDWARE SPECIFICATIONS**

All equipment and material used shall comply with the requirements of the DEPARTMENT's Standard Specifications for Road and Bridge Construction.

**3. HIGHWAY LIGHTING**

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole and all signal cable shall be considered part of the traffic signal system. The lighting arm, luminaire and all lighting cable shall be part of the highway lighting system.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All cost of inspecting and maintaining the highway lighting system equipment, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing highway lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

**4. EMERGENCY VEHICLE PREEMPTION SYSTEM**

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection,. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

**5. RAILROAD PREEMPTION**

At all locations with railroad/traffic signal interconnects, respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the GOVERNMENTAL BODY of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.

The DEPARTMENT shall provide contact personnel available at all times to who railroad preemption malfunctions must be reported.

#### 6. DAMAGE REPAIRS

Repair or replace any and all equipment damaged by any cause whatsoever.

#### 7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third party claims cannot be recovered, the *GOVERNMENTAL BODY* shall share in the loss.

#### 8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

#### 9. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

#### 10. L.E.D. SIGNAL HEADS

Install all light emitting diodes (L.E.D.) signal heads according to instructions provided by each head's manufacturer and vendor so as to prolong their life and assure compliance under any warranties. Maintain logs of the dates of the L.E.D. modules installation for warranty and for end of service life determination purposes.

### **B. AS REPORTED OR OBSERVED**

#### 1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

## 2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

## 3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

## 4. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT

An L.E.D. module shall be considered failed and shall be replaced if at least one-fourth of the signal indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

Provide replacement light emitting diodes (L.E.D.) signal heads and modules that fully comply to the latest applicable Institute of Transportation Engineers (I.T.E.) specifications for vehicular and pedestrian L.E.D. signal modules. including but not limited to, color and intensity requirements. The signal and pedestrian housings shall also comply with the applicable ITE specifications.

## 5. PAINTING

Repaint all signal components exposed to weather as needed.

## C. WEEKLY

### 1. MASTER CONTROLLER SYSTEMS

At locations that are a part of a closed loop signal system maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

## D. ANNUAL

### 1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times.

## 2. OBSERVE SIGNALS

Observe the signals at the time of the annual cabinet inspection. This involves stopping and watching for correct detection and timing operation.

## 3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit annually.

## 4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems annually or as needed, to achieve clean lenses, proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan, tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

## 5. RELAMP

For the remaining incandescent signal heads, clean reflectors, lenses and lamps once at least every twelve (12) months or more often, if necessary. Replacement of lamps shall be performed on the same occasion as the cleaning required in this provision.

## 6. CONTROLLER CHECK

When solid state controllers malfunction, they shall be removed, repaired, and bench checked. Solid state controllers shall not be removed for annual maintenance inspections.

This annual check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during a annual cabinet inspection.

## 7. FUSE AND BREAKER CHECKS

Fuse and breaker check should occur during a annual cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

## 8. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banners blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

## 9. HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close up, arms length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts

of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discovery of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), take corrective action in a timely manner.

EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the Village of Park Forest that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

**As of 09/02/2011**

LOCATION		% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
US 30 (Lincoln Hwy) @ Orchard Dr.	(S/M)	100			100		0 Olympia Fields	STATE
Western Av @ Illinois St.	(S/M)	50	25	25 Chicago Heights	50	25	25 Chicago Heights	STATE
Western Av @ Beacon St.	(S/M)	50	25	25 Chicago Heights	50	25	25 Chicago Heights	STATE
Western Av @ Norwood S.C.	(S/M)		100			100		STATE
Western Av @ 26th St.	(S)	100			100			STATE
Western Av @ Main St.	(S/M)	66 2/3	33 1/3		66 2/3	33 1/3		STATE
Western Av @ Sauk Trail	(S/CC)	100			100			STATE
Western Av @ Monee Rd.	(S/M)	100			100			STATE
Western Av @ Steger Rd.	(S/CC)	100			100			STATE

- (S) = State
- (M) = Municipal
- (CC) = Cook Co.



**Illinois Department  
of Transportation**

**Intergovernmental Agreement**

LOCAL AGENCY Name <u>DEPARTMENT OF PUBLIC WORKS</u>		
Village of Park Forest		
Address 350 Victory Drive		
City, State, Zip Park Forest, IL 60466		
Remittance Address (if different from above)		
City, State, Zip		
Telephone Number (708) <del>748-1112</del> <u>503-7702</u>	Fax Number( (708) 503-8560	FEIN/TIN <u>36-6006040</u>

Brief Description of Service (full description specified in Parts 4 & 5) This is the Master Agreement for Local Agency maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Local Agency as shown on the attached Exhibit A. This agreement is authorized by 92 Ill. Adm. Code 544.			
Agreement Term From <b>July 1, 2001</b>			
To: <b>June 30, 2011</b>			

**REQUIRED SIGNATURES**

By signing below, LOCAL AGENCY and DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-5 herein and any Appendices thereto.

**FOR THE LOCAL AGENCY:**

Kenneth Eyer  
Signature of Authorized Representative

Kenneth Eyer 6/27/02  
Type or Print Name of Authorized Representative Date

**FOR THE DEPARTMENT:**

Tom P. Kee  
District Engineer

7/12/02  
Date

De Hill  
Engineer of Operations

9/9/02  
Date

James L. Eastlund  
Director of Highways

9-9-02  
Date

**INTERGOVERNMENTAL AGREEMENT**

**FOR**

**LOCAL AGENCY MAINTENANCE OF TRAFFIC CONTROL DEVICES**

This Agreement is by and between

Village of Park Forest  
350 Victory Drive  
Park Forest, IL 60466

---

Please type or print legibly LOCAL AGENCY's legal name  
and address

hereinafter called the LOCAL AGENCY, and the State of Illinois, acting by and through its DEPARTMENT of Transportation, hereinafter called the DEPARTMENT.

---

◆

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Specific Provisions
Part 4	Scope of Services/Responsibilities
Part 5	Compensation for Services
Exhibit A	Locations of Subject Traffic Control Devices
Exhibit B	Traffic Signal Maintenance Provisions

---

◆

**PART 1**  
**SCOPE / COMPENSATION / TERM**

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the LOCAL AGENCY agree as specified in Part 4.
- B. Compensation.** Compensation (if any) shall be as specified in Part 5.
- C. Term of Agreement.** The term of this Agreement shall be through June 30, 2011.
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and LOCAL AGENCY and be incorporated by written amendment, signed by the parties.

**PART 2  
GENERAL PROVISIONS**

- A. Changes.** If any circumstance or condition in this Agreement changes, LOCAL AGENCY must notify the DEPARTMENT in writing within seven days.
- B. Non-Appropriation.** This Agreement is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the Agreement.
- C. Records Inspection.** The DEPARTMENT or a designated representative shall have access to LOCAL AGENCY's work and applicable records whenever it is in preparation or progress, and the LOCAL AGENCY shall provide for such access and inspection.
- D. Records Preservation.** The LOCAL AGENCY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

**PART 3  
SPECIFIC PROVISIONS**

- A. Invoices.** The amount shown on each invoice shall be in accordance with the rates established in Part 5. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 5.

Any invoices/bills issued by the LOCAL AGENCY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation  
District One  
Bureau of Administrative Services  
Financial Services  
201 West Center Court  
Schaumburg, IL 60196-1096

All invoices shall be signed by an authorized representative of the LOCAL AGENCY.

- B. Billing and Payment.** All invoices for services performed and expenses incurred by LOCAL AGENCY prior to July 1st of each year must be presented to the DEPARTMENT no later than **August 31** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to LOCAL AGENCY on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the LOCAL AGENCY's remittance address listed in this Agreement.

- C. Location of Service.** Service to be performed by the LOCAL AGENCY shall be performed at locations described in Exhibit A.

**PART 4**  
**SCOPE OF SERVICE/RESPONSIBILITIES**

**A. Cost.** The DEPARTMENT and LOCAL AGENCY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.

**B. Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the agency indicated on Exhibit A, either with its own forces or through contractual agreements.

**C. Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

Additional provisions regarding maintenance may be incorporated in this document upon agreement on both parties.

**D. Deficiencies in Maintenance.** It is also understood that if, in the judgement of the District Engineer, the LOCAL AGENCY has not provided maintenance in accordance with the maintenance level specified for those signal installations and devices which it has agreed to maintain, the DEPARTMENT will give the LOCAL AGENCY a 30 day notice in writing of specific deficiencies. If the LOCAL AGENCY has not corrected the deficiencies and notified the DEPARTMENT within the 30-day period, the DEPARTMENT will arrange for the appropriate maintenance efforts and bill the LOCAL AGENCY for its share of the costs.

**E. Interconnect & Timing.** The LOCAL AGENCY agrees to maintain all signal equipment and interconnects associated with interconnected signal systems and interconnects with at-grade railroad crossings. The DEPARTMENT, in cooperation with the LOCAL AGENCY, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The DEPARTMENT may elect to allow the LOCAL AGENCY to determine the signal timing to coordinate and regulate the flow of traffic at any location. The LOCAL AGENCY shall inform the DEPARTMENT of any changes made in signal timings. The DEPARTMENT reserves the right to withdraw the privilege of timing signals from the LOCAL AGENCY at any time.

Traffic signals interconnected with an at-grade railroad crossing shall not be modified without prior Illinois Commerce Commission and DEPARTMENT notification and approval. Interconnected signals at an at-grade railroad crossing may be repaired to the original condition; however, the Illinois Commerce Commission and the DEPARTMENT must be notified thereof.

**F. Interconnections: Installation & Damage.** The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the LOCAL AGENCY.

**G. Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or State routes. The LOCAL AGENCY may connect traffic signals to a State owned master controller for the coordination or operation of non-State owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the LOCAL AGENCY desires a communications link to their office for monitoring purposes, the LOCAL AGENCY shall pay the entire cost of installing and maintaining such monitoring system.

**H. Payment for Energy Costs.** There will be no reimbursements to the LOCAL AGENCY for energy charges required to operate or illuminate signals or devices listed in Exhibit A before June 30, 2001. The DEPARTMENT will reimburse the LOCAL AGENCY for 50 percent of the DEPARTMENT's proportionate share of such energy charges incurred between July 1, 2001 and June 30, 2002. The DEPARTMENT will reimburse the LOCAL AGENCY for 100 percent of the DEPARTMENT's proportionate share of the energy charges beginning July 1, 2002.

**I. Costs for Pavement Markings.** The DEPARTMENT shall reimburse the LOCAL AGENCY for any DEPARTMENT authorized pavement marking maintenance required for the operations of the traffic signal installation. This shall include any stop bars, crosswalks, symbols, reflectors, edge lines or lane lines required for supplementing the traffic signal installation.

**J. Indemnity.** The LOCAL AGENCY shall indemnify and hold harmless the DEPARTMENT for any and all third party claims for personal injury and property damage arising solely out of the maintenance of the signals and devices listed in Exhibit A.

**K. Maintenance Contractors.** Maintenance contracts shall be subject to DEPARTMENT approval prior to award. The DEPARTMENT, after consultation with the LOCAL AGENCY, reserves the right to reject any electrical/maintenance contractor assigned work by the LOCAL AGENCY that, in the judgment of the DEPARTMENT, has proposed or bid rates or charges in excess of usual and customary for the type of work being performed.

**L. Emergency Vehicle Preemption Devices.** The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the LOCAL AGENCY. Any local agency must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

**M. Previous Agreements.** All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the LOCAL AGENCY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the LOCAL AGENCY shall remain in full force and effect.

**N. Amendments.** Exhibit A can be amended to add or delete signals or devices, but only by written amendment signed by the District Engineer and the authorized representative for the LOCAL AGENCY. The amendment shall be effective when fully executed and filed with the Clerk or Secretary of the LOCAL AGENCY.

**O. Plan Review.** All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the LOCAL AGENCY.

## PART 5

### COMPENSATION FOR SERVICES

**A. Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals and/or other traffic control devices shall be shared in proportion to the number of approaches maintained by each unit of government. The maintenance cost of the interconnect and interconnect related equipment, as listed in Exhibit A, as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system.

**B. Billing.** Bills shall be submitted on a three (3) month basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the DEPARTMENT. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the DEPARTMENT before the expenditure is made.

The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The DEPARTMENT reserves the right to examine the records of the LOCAL AGENCY to determine that costs billed are fully documented.

LOCAL AGENCY costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the LOCAL AGENCY to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

The cost for contracted work will be the actual cost for the contractor.



## EXHIBIT B TRAFFIC SIGNAL MAINTENANCE PROVISIONS

### A. GENERAL PROVISIONS

#### 1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

#### 2. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirements of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction. Failure to meet the DEPARTMENT'S specifications shall be justification for permanent removal of the non-compliant equipment by the DEPARTMENT, with the cost of removal to be the responsibility of the LOCAL AGENCY.

Any costs incurred as a result of exceeding the DEPARTMENT'S specifications for installing new equipment or painting new or used equipment; for example, installing decorative style poles, posts, or mast arm assemblies, will be the sole responsibility of the LOCAL AGENCY.

#### 3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole and all signal cable shall be considered part of the traffic signal system. The lighting arm, luminaire and all lighting cable shall be part of the highway lighting system.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection, or at least every six months. All cost of inspecting and maintaining the highway lighting system equipment, is the responsibility of the LOCAL AGENCY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing highway lighting system equipment is the responsibility of the LOCAL AGENCY.

#### 4. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection, or at least every six months. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the local fire district or LOCAL AGENCY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the local fire district or LOCAL AGENCY.

#### 5. RAILROAD PREEMPTION

At all locations with railroad/traffic signal interconnects, respond to any and all emergency all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the DEPARTMENT of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the DEPARTMENT and the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.

The DEPARTMENT shall provide contact personnel available at all times to who railroad preemption malfunctions must be reported.

#### 6. DAMAGE REPAIRS

Repair or replace any and all equipment damaged by any cause whatsoever.

#### 7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third party claims cannot be recovered, the DEPARTMENT shall share in the loss.

#### 8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

#### 9. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

Provide the DEPARTMENT the names, addresses and telephone numbers of at least two persons, who will be available for emergency repair of the traffic signals and keep the DEPARTMENT informed of any changes of same.

#### 10. L.E.D. SIGNAL HEADS

Maintain all light emitting diodes (L.E.D.) signal heads according to instructions provided by each head's manufacturer and vendor so as to prolong their life and assure compliance under any warranties.

## **B. AS REPORTED OR OBSERVED**

### **1. LAMP REPLACEMENT**

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

### **2. SIGNAL ALIGNMENT**

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

### **3. CONTROLLER PROBLEMS**

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

### **4. L.E.D. SIGNAL HEAD REPLACEMENT**

Provide replacement light emitting diodes (L.E.D.) signal heads that conform to the latest applicable Institute of Transportation Engineers (I.T.E.) specifications for L.E.D. signal heads, including but not limited to, color and intensity requirements.

### **5. PAINTING**

Repaint all signal components exposed to weather as needed.

## **C. WEEKLY**

### **1. MASTER CONTROLLER SYSTEMS**

At locations that are a part of a closed loop signal system maintained by the LOCAL AGENCY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

Assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

## **D. BI-ANNUAL**

### **1. CABINET INSPECTION**

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times.

## 2. OBSERVE SIGNALS

Observe the signals at the time of the bi-annual cabinet inspection. This involves stopping and watching for correct detection and timing operation.

## 3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit biannually.

## 4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems every six months or as needed, to achieve clean lenses, proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan, tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

## E. ANNUAL

### 1. RELAMP

Clean reflectors, lenses and lamps once every twelve (12) months or as needed. Replacement of lamps shall be performed on the same occasion as the cleaning required in this provision.

### 2. CONTROLLER CHECK

Remove and clean and overhaul the controller (except solid-state), relays, special auxiliary control equipment, and time clocks once a year or more often if necessary. When solid state controllers malfunction, they shall be removed, repaired, and bench checked. Solid state controllers shall not be removed for annual maintenance inspections.

This annual check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during a bi-annual cabinet inspection.

### 3. CONFLICT MONITOR TESTING

Conduct a complete test of each conflict monitor and malfunction management unit. The following tests shall be performed: Indicator, System/Timing, ConflictVoltage/Clearance, Green/Green Permissive, Complete Permissive, and Extended (inc. Red/Green Dual Display, Watchdog Failure, etc.). It is recommended that testing be performed with the aid of an automated conflict monitor tester.

### 4. FUSE AND BREAKER CHECKS

Fuse and breaker check should occur during a bi-annual cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

### 5. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banners blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices for Streets and Highways. (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

## 6. HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close up, arms length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discovery of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), immediately notify the DEPARTMENT.

## 7. PAVEMENT MARKINGS

Inspect pavement markings and replace as necessary to insure proper motorist and pedestrian guidance. Insure that stop bars, symbols and crosswalks are in good condition. Insure lane, edge and center lines, and reflectors, provide clear delineation for motorists during daytime and nighttime.

**VILLAGE OF PARK FOREST**

**MEMORANDUM**

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

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

**DATE: September 28, 2011**

**RE: A RESOLUTION ESTABLISHING TRICK-OR-TREATING HOURS IN  
THE VILLAGE OF PARK FOREST**

**BACKGROUND/DISCUSSION:**

The Village historically sets Halloween trick or treating hours via resolution. At the advice of Police Chief Cliff Butz, the attached resolution sets the hours for this year's trick or treating as 3:00 PM to 6:00 PM on Monday, October 31.

**SCHEDULE FOR CONSIDERATION:**

This matter will be on the Rules Meeting Agenda of the October 3, 2011 for Board discussion.

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

**A RESOLUTION ESTABLISHING TRICK-OR-TREATING  
HOURS IN THE VILLAGE OF PARK FOREST**

**WHEREAS,** the Village of Park Forest recognizes the annual tradition of Halloween; and

**WHEREAS,** this tradition will again be recognized on Monday, October 31, 2011; and

**WHEREAS,** in the interest of public safety, the Village of Park Forest encourages all parents to accompany their children during the specific hours established for the purpose of “trick or treating.”

**NOW, THEREFORE BE IT RESOLVED** by the Village of Park Forest that “Trick or Treating” will be permissible between the hours of 3:00 p.m. and 6:00 p.m. on Halloween, Monday, October 31, 2011. **BE IT FURTHER RESOLVED THAT** the Mayor and Board of Trustees encourage all Park Foresters to partake in the Safe Halloween activities planned for the hours of 3:00 p.m. to 6:00 p.m. in Downtown Park Forest on Monday, October 31, 2011.

Passed this \_\_\_\_\_ day of October, 2011.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor

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

**VILLAGE OF PARK FOREST**

**MEMORANDUM**

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

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

**DATE: September 28, 2011**

**RE: A RESOLUTION CELEBRATING NATIONAL HISPANIC HERITAGE  
MONTH**

**BACKGROUND/DISCUSSION:**

The Village has historically recognized various segments of its citizenry which make up the Village as a community. The attached resolution celebrates National Hispanic Heritage Month, which takes place from September 15 to October 15, 2011. Of particular note, with the 2010 US Census results, the population of Park Forest now includes more than 6% of the total citizenry with a Hispanic heritage. This represents an increase by more than 27% over those numbers registered with the 2000 US Census.

**SCHEDULE FOR CONSIDERATION:**

This matter will be on the Rules Meeting Agenda of the October 3, 2011 for Board awareness and comment.

**Resolution \_\_\_\_\_**

**A RESOLUTION CELEBRATING NATIONAL HISPANIC HERITAGE MONTH**

**WHEREAS,** the Park Forest Commission on Human Relations was established to support the Village's Racial Diversity Program and has been entrusted to be aware of human relations issues locally, nationally and worldwide; and

**WHEREAS,** in 1968, Congress authorized President Lyndon Johnson to proclaim National Hispanic American Heritage Week and this observance was expanded in 1988 to a month-long celebration; and

**WHEREAS,** during this month, Americans celebrate the traditions, ancestry, and unique experiences of those who trace their roots to Spain, Mexico, the countries of Central and South America, and the Caribbean; and

**WHEREAS,** in the Hispanic world, religion has traditionally played a significant role in daily activity. The church influences family life and community affairs, giving spiritual meaning to the Hispanic culture; and

**WHEREAS,** throughout our history, Hispanic Americans have enriched the American way of life and we recognize the millions of Hispanic Americans whose love of family, hard work and community have helped unite us as a nation; and

**WHEREAS,** the Park Forest Commission on Human Relations encourages residents to participate in National Hispanic American Heritage Month celebrations in their schools and workplaces; and

**WHEREAS,** during National Hispanic American Heritage Month, the Village of Park Forest joins with all Americans in celebrating this rich and diverse culture and encourage all citizens to recognize the important role of Hispanics in creating and building this great nation.

**NOW, THEREFORE, BE IT RESOLVED** that the Village of Park Forest, Cook and Will Counties, that Park Forest residents be called upon to observe **September 15 – October 15, 2011** as National Hispanic American Heritage Month in Park Forest.

**BE IT FURTHER RESOLVED by the Mayor and Board of Trustees encourage** the Park Forest Commission on Human Relations to participate in various celebrations and recognitions of National Hispanic Heritage Month in the days ahead.

Approved this                    day of October, 2011.

Approved:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk